

**TOWN BOARD MEETING  
AGENDA  
PHILIP CARDINALE, Supervisor**

**April 18<sup>th</sup>, 2006**

**Edward Densieski, Councilman  
George Bartunek, Councilman**

**Barbara Blass, Councilwoman  
John Dunleavy, Councilman**

**Barbara Grattan, Town Clerk  
Dawn Thomas, Town Attorney**

**ELECTED OFFICIALS**

**Laverne Tennenberg  
Madelyn Sendlewski  
Paul Leszczynski  
Mark Kwasna  
Maryann Wowak Heilbrunn  
Richard Ehlers  
Allen M. Smith**

**Chairwoman Board of Assessors  
Board of Assessors  
Board of Assessors  
Highway Superintendent  
Receiver of Taxes  
Town Justice  
Town Justice**

**DEPARTMENT HEADS**

**John J. Hansen  
Leroy E. Barnes, Jr.  
Andrea Lohneiss  
Ken Testa  
Richard Hanley  
Chief David Hegermiller  
Ray Coyne  
Judy Doll  
John Reeve  
Michael Reichel  
Gary Pendzick**

**Accounting Department  
Building Department  
Community Development  
Engineering Department  
Planning Department  
Police Department  
Recreation Department  
Senior Services  
Sanitation Department  
Sewer District  
Water Department**

**PUBLIC COMMENT ON ANY RESOLUTIONS LISTED BELOW:**  
**REGULAR TOWN BOARD MEETING:**

- #337 Calverton Sewer District Budget Adjustment
- #338 Downtown Information Kiosks Project Budget Adoption
- #339 Restore Grant Program Budget Adjustment
- #340 A Resolution Supplementing the Bond Resolution dated September 7, 2005, to Authorize, Subject to Permissive Referendum, the Issuance of an Additional \$1,100,000 Bonds of the Town of Riverhead, Suffolk County, New York to Pay a Portion of the Cost of the Establishment of a New Park and Recreational Facility at EPCAL, in and for Said Town
- #341 A Resolution Authorizing the Issuance of \$5,000,000 Bonds of the Town of Riverhead, Suffolk County, New York to Pay the Costs in Connection with the Reclamation of the Youngs Avenue Landfill (Phase III) in and for said Town.
- #342 Approves Site Plan of East Main Office Center
- #343 Approves Site Plan of Church of Jesus Christ of Latter Day Saints
- #344 Approves Site Plan of Living Water Full Gospel Church, Inc.
- #345 Classifies Action on Special Permit Petition of June Johnson
- #346 Accepts Cash Security of Milap Enterprises Inc./Cannistra Sub, Inc. (Wading River Subway)
- #347 Amends Resolution #251 and Releases Bond of Sound Housing, LLC (a/k/a Willow Pond Condominiums)
- #348 Appoints Auto Mechanic III (M. Curtis)

- #349 Appoints Recreation Specialists (Sport Instructors) to the Riverhead Recreation Department (D. Doherty, M. Sanders, G. Sanders)
- #350 Appoints Interpreter for Police Department and Justice Court
- #351 Appoints Member to the Architectural Review Board (R. Haynal)
- #352 Appoints Volunteer Citizen Ombudsman (V. Tria)
- #353 Accepts Resignation of Maintenance Mechanic II (R. Rakowicz)
- #354 Authorizes Attendance of Two Police Officers to the "Drugs that Impair Driving" Training Seminar
- #355 Authorizes Attendance of Two Police Officers to the "Street Crimes Program" Seminar
- #356 Establishes the East Creek Advisory Committee and Appoints Members
- #357 Amends and Reappoints Members to the Town of Riverhead Animal Control Advisory Committee
- #358 Amends Town of Riverhead Animal Control Volunteer Application Form
- #359 Approves Chapter 90 Application of Calverton Links, LTS
- #360 Approves Chapter 90 Application of Peconic Bay Medical Center
- #361 Adopts a Local Law to Amend Chapter 108 Entitled, "Zoning" of the Riverhead Town Code (108-3 Definitions)
- #362 Accepts Offer of Sale of Development Rights (Tri-State Horticulture Services, Inc./Joseph Alberto)

- #363 Accepts Offer of Sale of real Property Located in the Town of Riverhead (purported owner: Dr. Maurice Goldman)
- #364 Accepts Offer of Sale of Development Rights (John P. Kujawski & Sons)
- #365 Authorizes Legal Action Against the Owners, Tenants, Occupants and Mortgagee of the Property Located at 267 Peconic Bay Boulevard, Aquebogue, New York
- #366 Authorizes Supervisor to Execute Agreement with Suffolk County for Grant Funds awarded through Downtown Revitalization Program Round V
- #367 Authorizes the Supervisor to Execute an Agreement with the County of Suffolk (Youth Bureau)
- #368 Authorizes the Supervisor to Execute an Agreement with the County of Suffolk (Youth Bureau)
- #369 Order Calling Public Hearing-RWD-Lateral Water Main-Carrera Property, Wading River
- #370 Authorizes Town Clerk to Publish and Post Public Notice to Consider a Local Law to Amend Chapter 108 Entitled, "Zoning" of the Riverhead Town Code (Definitions-Restaurants)
- #371 Authorizes Town Clerk to Publish and Post Public Notice to Consider the Purchase of Development Rights of a Parcel Located in the Town of Riverhead (purported owner: Jeffrey S. Batch)
- #372 Authorizes Town Clerk to Publish and Post Public Notice to Consider the Purchase of Development Rights of a Parcel Located in the Town of Riverhead (purported owner: Louis and Ottavia Caracciolo)
- #373 Authorizes Town Clerk to Publish and Post Public Notice to Consider the Purchase of Development Rights of a

Parcel Located in the Town of Riverhead (purported owner: James P. Sharkey and Monique Molfetta)

- #374 Authorization to Junk Fixed Assets
- #375 Awards Bid- Transmission Improvements, Contract W, RWD
- #376 Extends Bid Contract for Calcium Hypochlorite Tablets
- #377 Authorizes Town Clerk to Publish and Post Notice to Bidders for Water Service Materials
- #378 Authorization to Publish Advertisement for Disposal of Town of Riverhead Municipal Solid Waste
- #379 Supports the Submission of a Grant Application to the New York State Division of Criminal Justice Services
- #380 Authorizes Shoreham Wading River High School Community Relations Class Project at Police Officer's Memorial Park
- #381 Authorizes the Retention of FPM Group
- #382 Authorizes the Retention of Airport Business Solutions
- #383 Pays Bills

APRIL 18, 2006

# Adopted

TOWN OF RIVERHEAD

CALVERTON SEWER DISTRICT

BUDGET ADJUSTMENT

RESOLUTION # 337

**COUNCILMAN DENSIESKI**

\_\_\_\_\_ offered the following resolution,  
which was seconded by **COUNCILMAN DUNLEAVY** \_\_\_\_\_.

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

		<u>FROM</u>	<u>TO</u>
124.081300.524000	Plant Equipment	6,000	
124.081300.546203	Electricity Expense		6,000

**THE VOTE**

Dunleavy  Yes  No

Bartunek  Yes  No

Blass  Yes  No

Densieski  Yes  No

Cardinale  Yes  No

APRIL 18, 2006

# Adopted

TOWN OF RIVERHEAD

DOWNTOWN INFORMATION KIOSKS PROJECT

BUDGET ADOPTION

RESOLUTION # 338

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

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

		<u>FROM</u>	<u>TO</u>
406.069800.491000.40131	Suffolk County Downtown Revitalization Grant V	25,000	
406.069800.524210.40131	Kiosk Acquisition		25,000

**THE VOTE**

Dunleavy  Yes  No

Bartunek  Yes  No

Blass  Yes  No

Densieski  Yes  No

Cardinale  Yes  No

APRIL 18, 2006

# Adopted

TOWN OF RIVERHEAD

RESTORE GRANT PROGRAM

BUDGET ADJUSTMENT

RESOLUTION # 339

COUNCILMAN BARTUNEK offered the following resolution,  
which was seconded by COUNCILMAN DENSIESKI

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

		<u>FROM</u>	<u>TO</u>
184.000000.390599	Appropriated F/B	39,600	
184.086860.549500	Emergency Rehab for Low Income Elderly		39,600

**THE VOTE**

Dunleavy  Yes  No

Bartunek  Yes  No

Blass  Yes  No

Densieski  Yes  No

Cardinale  Yes  No

## BOND RESOLUTION – ADDITIONAL MONEY

At a regular meeting of the Town Board of the Town of Riverhead, Suffolk County, New York, held at the Town Hall, in Riverhead, New York, in said Town, on April 18, 2006, at 7:00 o'clock P.M., Prevailing Time.

The meeting was called to order by Supervisor Cardinale, and upon roll being called, the following were present:

PRESENT:           **Supervisor Philip Cardinale**  
                          **Councilman John Dunleavy**  
                          **Councilman George Bartunek**  
                          **Councilwoman Barbara Blass**  
                          **Councilman Edward Densieski**

ALSO PRESENT:    **TOWN CLERK BARBARA GRATTAN**  
                          **TOWN ATTORNEY DAWN THOMAS**

ABSENT:

The following resolution was offered by COUNCILMAN DENSIESKI, who moved its adoption, seconded by COUNCILMAN DUNLEAVY, to-wit:

BOND RESOLUTION DATED APRIL 18, 2006.

A RESOLUTION SUPPLEMENTING THE BOND RESOLUTION DATED SEPTEMBER 7, 2005, TO AUTHORIZE, **SUBJECT TO PERMISSIVE REFERENDUM**, THE ISSUANCE OF AN ADDITIONAL \$1,100,000 BONDS OF THE TOWN OF RIVERHEAD, SUFFOLK COUNTY, NEW YORK, TO PAY A PORTION OF THE COST OF THE ESTABLISHMENT OF A NEW PARK AND RECREATIONAL FACILITY AT EPCAL, IN AND FOR SAID TOWN.

WHEREAS, all conditions precedent to the financing of the capital project hereinafter described, including compliance with the provisions of the State Environmental Quality Review Act, have been performed; and

WHEREAS, by a bond resolution dated September 7, 2005, the Town Board of the Town of Riverhead, Suffolk County, New York, authorized the issuance of \$4,395,000 bonds of said Town to pay the cost of the establishment of a new park and recreational facility in excess of fifty acres at EPCAL, including original furnishings, equipment, apparatus, appurtenances, and incidental improvements and expenses in connection therewith, in and for said Town; and

WHEREAS, it has now been determined that the maximum estimated cost of such specific object or purpose is \$5,495,000, constituting an increase of \$1,100,000 over that previously authorized; and

WHEREAS, it is now desired to authorize, **SUBJECT TO PERMISSIVE REFERENDUM**, the issuance of an additional \$1,100,000 bonds of said Town for such specific object or purpose; NOW, THEREFORE,

BE IT RESOLVED, by the affirmative vote of not less than two-thirds of the total voting strength of the Town Board of the Town of Riverhead, Suffolk County, New York, as follows:

Section 1. For the specific object or purpose of paying an additional \$1,100,000 cost of the establishment of a new park and recreational facility in excess of fifty acres at EPCAL, including original furnishings, equipment, apparatus, appurtenances, and incidental improvements and expenses in connection therewith, in and for the Town of Riverhead, Suffolk County, New York, there are hereby authorized to be issued, **SUBJECT TO PERMISSIVE REFERENDUM**, an additional \$1,100,000 bonds of said Town, pursuant to the provisions of the Local Finance Law.

Section 2. It is hereby determined that the maximum estimated cost of such specific object or purpose is now \$5,495,000, and that the plan for the financing thereof is as follows:

- a) By the issuance of the \$4,395,000 bonds of said Town authorized to be issued pursuant to the aforesaid bond resolution dated and duly adopted on September 7, 2005;
- b) By the issuance of the additional \$1,100,000 bonds of said Town herein authorized to be issued pursuant to this bond resolution, **SUBJECT TO PERMISSIVE REFERENDUM.**

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid specific object or purpose is twenty years, pursuant to subdivision 19(a) of paragraph a of Section 11.00 of the Local Finance Law, calculated from the date of issuance of the first bond anticipation note therefor. It is hereby further determined that the maximum maturity of the serial bonds herein authorized **will exceed five years.**

Section 4. It is hereby determined that it is the intention of this Town Board that debt service on obligations issued pursuant to this bond resolution shall be paid from park and recreation fees collected at the park specified in Section 1 hereof; but to the extent that such park

and recreation fees are not sufficient for such purposes, there shall annually be levied on all the taxable real property of said Town a tax sufficient to pay the principal of and interest on such obligations as the same become due and payable. The faith and credit of the Town of Riverhead, Suffolk County, New York, are hereby irrevocably pledged for the payment of the principal of and interest on such bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year.

Section 5. All other matters except as provided herein relating to the serial bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed herein and the manner of execution of the same, including the consolidation with other issues, and also the ability to issue serial bonds with substantially level or declining annual debt service, shall be determined by the Supervisor, the chief fiscal officer of such Town. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law, and shall otherwise be in such form and contain such recitals, in addition to those required by Section 51.00 of the Local Finance Law, as the Supervisor shall determine consistent with the provisions of the Local Finance Law.

Section 6. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the serial bonds herein authorized, including renewals of such notes, is hereby delegated to the Supervisor, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said Supervisor, consistent with the provisions of the Local Finance Law.

Section 7. The validity of such bonds and bond anticipation notes may be contested only if:

- 1) Such obligations are authorized for an object or purpose for which said Town is not authorized to expend money, or
- 2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of publication, or

- 3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 8. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 9. Upon this resolution taking effect, the same shall be published in full or summary form in the ~~Troyden Watchman~~ <sup>News Review</sup>, which is hereby designated as the official newspaper of said Town for such purpose, together with a notice of the Town Clerk in substantially the form provided in Section 81.00 of the Local Finance Law.

Section 10. **THIS RESOLUTION IS ADOPTED SUBJECT TO PERMISSIVE REFERENDUM.**

\* \* \* \* \*

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

\_\_\_\_\_ VOTING \_\_\_\_\_  
\_\_\_\_\_ VOTING \_\_\_\_\_  
\_\_\_\_\_ VOTING \_\_\_\_\_  
\_\_\_\_\_ VOTING \_\_\_\_\_  
\_\_\_\_\_ VOTING \_\_\_\_\_

The resolution was thereupon declared duly adopted.

\* \* \* \* \*

**THE VOTE**

Dunleavy  yes \_\_\_ no \_\_\_ Bartunek  yes \_\_\_ no \_\_\_  
Blass  yes \_\_\_ no \_\_\_ Densieski  yes \_\_\_ no \_\_\_  
Cardinale  yes \_\_\_ no \_\_\_

THE RESOLUTION ~~WAS~~ \_\_\_ WAS NOT  
THEREFORE DULY ADOPTED

**CERTIFICATION**

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

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

- 1) That a meeting of the Issuer was duly called, held and conducted on the 18th day of April, 2006.
- 2) That such meeting was a **special** **regular** (circle one) meeting.
- 3) That attached hereto is a proceeding of the Issuer which was duly adopted at such meeting by the Board of the Issuer.
- 4) That such attachment constitutes a true and correct copy of the entirety of such proceeding as so adopted by said Board.
- 5) That all members of the Board of the Issuer had due notice of said meeting.
- 6) That said meeting was open to the general public in accordance with Section 103 of the Public Officers Law, commonly referred to as the "Open Meetings Law".
- 7) That notice of said meeting (the meeting at which the proceeding was adopted) was given PRIOR THERETO in the following manner:

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

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Issuer this \_\_\_\_\_ day of April, 2006.

\_\_\_\_\_  
Town Clerk

(CORPORATE SEAL)

NOTICE OF ADOPTION OF RESOLUTION

NOTICE IS HEREBY GIVEN that the Town Board of the Town of Riverhead, Suffolk County, New York, at a meeting held on the 18th day of April, 2006, duly adopted the resolution published herewith **subject to a permissive referendum**.

Dated: Riverhead, New York,  
\_\_\_\_\_, 2006.

\_\_\_\_\_  
Town Clerk

Resolution # \_\_\_\_\_

BOND RESOLUTION DATED APRIL 18, 2006.

A RESOLUTION SUPPLEMENTING THE BOND RESOLUTION DATED SEPTEMBER 7, 2005, TO AUTHORIZE, **SUBJECT TO PERMISSIVE REFERENDUM**, THE ISSUANCE OF AN ADDITIONAL \$1,100,000 BONDS OF THE TOWN OF RIVERHEAD, SUFFOLK COUNTY, NEW YORK, TO PAY A PORTION OF THE COST OF THE ESTABLISHMENT OF A NEW PARK AND RECREATIONAL FACILITY AT EPCAL, IN AND FOR SAID TOWN.

WHEREAS, all conditions precedent to the financing of the capital project hereinafter described, including compliance with the provisions of the State Environmental Quality Review Act, have been performed; and

WHEREAS, by a bond resolution dated September 7, 2005, the Town Board of the Town of Riverhead, Suffolk County, New York, authorized the issuance of \$4,395,000 bonds of said Town to pay the cost of the establishment of a new park and recreational facility in excess of fifty acres at EPCAL, including original furnishings, equipment, apparatus, appurtenances, and incidental improvements and expenses in connection therewith, in and for said Town; and

WHEREAS, it has now been determined that the maximum estimated cost of such specific object or purpose is \$5,495,000, constituting an increase of \$1,100,000 over that previously authorized; and

WHEREAS, it is now desired to authorize, **SUBJECT TO PERMISSIVE REFERENDUM**, the issuance of an additional \$1,100,000 bonds of said Town for such specific object or purpose; NOW, THEREFORE,

BE IT RESOLVED, by the affirmative vote of not less than two-thirds of the total voting strength of the Town Board of the Town of Riverhead, Suffolk County, New York, as follows:

Section 1. For the specific object or purpose of paying an additional \$1,100,000 cost of the establishment of a new park and recreational facility in excess of fifty acres at EPCAL, including original furnishings, equipment, apparatus, appurtenances, and incidental improvements and expenses in connection therewith, in and for the Town of Riverhead, Suffolk County, New York, there are hereby authorized to be issued, **SUBJECT TO PERMISSIVE REFERENDUM**, an additional \$1,100,000 bonds of said Town, pursuant to the provisions of the Local Finance Law.

Section 2. It is hereby determined that the maximum estimated cost of such specific object or purpose is now \$5,495,000, and that the plan for the financing thereof is as follows:

- a) By the issuance of the \$4,395,000 bonds of said Town authorized to be issued pursuant to the aforesaid bond resolution dated and duly adopted on September 7, 2005;
- b) By the issuance of the additional \$1,100,000 bonds of said Town herein authorized to be issued pursuant to this bond resolution, **SUBJECT TO PERMISSIVE REFERENDUM.**

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid specific object or purpose is twenty years, pursuant to subdivision 19(a) of paragraph a of Section 11.00 of the Local Finance Law, calculated from the date of issuance of the first bond anticipation note therefor. It is hereby further determined that the maximum maturity of the serial bonds herein authorized **will exceed five years.**

Section 4. It is hereby determined that it is the intention of this Town Board that debt service on obligations issued pursuant to this bond resolution shall be paid from park and recreation fees collected at the park specified in Section 1 hereof; but to the extent that such park and recreation fees are not sufficient for such purposes, there shall annually be levied on all the taxable real property of said Town a tax sufficient to pay the principal of and interest on such obligations as the same become due and payable. The faith and credit of the Town of Riverhead, Suffolk County, New York, are hereby irrevocably pledged for the payment of the principal of and interest on such bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year.

Section 5. All other matters except as provided herein relating to the serial bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed herein and the manner of execution of the same, including the consolidation with other issues, and also the ability to issue serial bonds with substantially level or declining annual debt service, shall be determined by the Supervisor, the chief fiscal officer of such Town. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law, and shall otherwise be in such form and contain such

recitals, in addition to those required by Section 51.00 of the Local Finance Law, as the Supervisor shall determine consistent with the provisions of the Local Finance Law.

Section 6. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the serial bonds herein authorized, including renewals of such notes, is hereby delegated to the Supervisor, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said Supervisor, consistent with the provisions of the Local Finance Law.

Section 7. The validity of such bonds and bond anticipation notes may be contested only if:

- 1) Such obligations are authorized for an object or purpose for which said Town is not authorized to expend money, or
- 2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of publication, or

- 3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 8. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 9. Upon this resolution taking effect, the same shall be published in full or summary form in the *News-Review*, which is hereby designated as the official newspaper of said Town for such purpose, together with a notice of the Town Clerk in substantially the form provided in Section 81.00 of the Local Finance Law.

Section 10. **THIS RESOLUTION IS ADOPTED SUBJECT TO PERMISSIVE REFERENDUM.**

CERTIFICATION OF POSTING

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

I, the undersigned Clerk of the Town of Riverhead, Suffolk County, New York, DO  
HEREBY CERTIFY:

That on the \_\_\_\_\_ day of April, 2006, I caused to be posted on the official signboard  
maintained by me pursuant to subdivision 6 of Section 30 of the Town Law, a Notice of  
Adoption of a bond resolution adopted by the Town Board of said Town on the 18th day of  
April, 2006.

A true and correct copy of such Notice of Adoption is attached hereto.

IN WITNESS WHEREOF, I have set my hand and affixed the seal of said Town this  
\_\_\_\_\_ day of April, 2006.

\_\_\_\_\_  
Riverhead Town Clerk

**BOND RESOLUTION**

At a regular meeting of the Town Board of the Town of Riverhead, Suffolk County, New York, held at the Town Hall, in Riverhead, New York, in said Town, on the 18th day of April, 2006, at 7:00 o'clock P.M., Prevailing Time.

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

- PRESENT:
- Supervisor Philip Cardinale
  - Councilman John Dunleavy
  - Councilman George Bartunek
  - Councilwoman Barbara Blass
  - Councilman Edward Densieski

ABSENT:

The following resolution was offered by COUNCILMAN DUNLEAVY, who moved its adoption, seconded by COUNCILWOMAN BLASS, to-wit:

BOND RESOLUTION DATED APRIL 18, 2006.

A RESOLUTION AUTHORIZING THE ISSUANCE OF \$5,000,000 BONDS OF THE TOWN OF RIVERHEAD, SUFFOLK COUNTY, NEW YORK, TO PAY COSTS IN CONNECTION WITH THE RECLAMATION OF THE YOUNGS AVENUE LANDFILL (PHASE III) IN AND FOR SAID TOWN.

WHEREAS, on October 5, 1994, the town of Riverhead entered into a court-ordered Stipulation of Settlement with the New York State Department of Environmental Conservation in a proceeding entitled Town of Riverhead v. The Department of Environmental Conservation of the State of New York, Suffolk County Index No. 19-19049, which Stipulation of Settlement requires, among other things, that the Town of Riverhead close and undertake the reclamation of its Youngs Avenue Landfill in accordance with a "compliance schedule" contained in such Stipulation of Settlement; and

WHEREAS, the Town previously authorized the issuance of \$40,250,000 bonds to pay the cost of Phase II of the reclamation of such Landfill; and

WHEREAS, it has now been determined that additional work is required in order to partially complete the requirement of this landfill reclamation at a cost of \$5,000,000; NOW, THEREFORE,

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

Section 1. The reclamation of the Town landfill (Phase III), in and for said Town, including excavation, processing and disposal of landfill materials, separation of such materials into solid and waste components for reuse, recycling and/or disposal, and other improvements and expenses in connection therewith, is hereby authorized at a maximum estimated cost of \$5,000,000.

Section 2. The plan for the financing of the aforesaid maximum estimated cost is by the issuance of \$5,000,000 bonds of said Town, hereby authorized to be issued therefor pursuant to the provisions of the Local Finance Law.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid specific object or purpose is twenty years, pursuant to subdivision 6-b of paragraph a of Section 11.00 of the Local Finance Law. It is hereby further determined that the maximum maturity of the serial bonds herein authorized will exceed five years.

Section 4. The faith and credit of said Town of Riverhead, Suffolk County, New York, are hereby irrevocably pledged for the payment of the principal of and interest on such bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year. There shall annually be levied on all the taxable real property in said Town, a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

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

Section 6. All other matters except as provided herein relating to the bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed herein and the manner of execution of the same, including the

consolidation with other issues, and also the ability to issue bonds with substantially level or declining annual debt service, shall be determined by the Supervisor, the chief fiscal officer of such Town. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law, and shall otherwise be in such form and contain such recitals, in addition to those required by Section 51.00 of the Local Finance Law, as the Supervisor shall determine consistent with the provisions of the Local Finance Law.

Section 7. The validity of such bonds and bond anticipation notes may be contested only if:

- 1) Such obligations are authorized for an object or purpose for which said Town is not authorized to expend money, or
- 2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

- 3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 8. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 9. The Supervisor is hereby further authorized, at his sole discretion, to execute a project financing and loan agreement, and any other agreements with the New York State Department of Health and/or the New York State Environmental Facilities Corporation, including amendments thereto, and including any instruments (or amendments thereto) in the

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

Section 10. This resolution, which takes effect immediately based upon the Stipulation of Settlement described in the preambles hereof, shall be published in summary form in the News-Review, the official newspaper, together with a notice of the Town Clerk in substantially the form provided in Section 81.00 of the Local Finance Law.

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

\_\_\_\_\_ VOTING \_\_\_\_\_  
\_\_\_\_\_ VOTING \_\_\_\_\_  
\_\_\_\_\_ VOTING \_\_\_\_\_  
\_\_\_\_\_ VOTING \_\_\_\_\_  
\_\_\_\_\_ VOTING \_\_\_\_\_

The resolution was thereupon declared duly adopted.

\* \* \* \* \*

**THE VOTE**  
Dunleavy  yes \_\_\_ no Bartunek  yes \_\_\_ no  
Blass  yes \_\_\_ no Densieski  yes \_\_\_ no  
Cardinale  yes \_\_\_ no  
THE RESOLUTION  WAS \_\_\_ WAS NOT  
THEREFORE DULY ADOPTED

**CERTIFICATION**

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

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

1. That a meeting of the Issuer was duly called, held and conducted on the 18th day of April, 2006.
2. That such meeting was a **special regular** (circle one) meeting.
3. That attached hereto is a proceeding of the Issuer which was duly adopted at such meeting by the Board of the Issuer.
4. That such attachment constitutes a true and correct copy of the entirety of such proceeding as so adopted by said Board.
5. That all members of the Board of the Issuer had due notice of said meeting.
6. That said meeting was open to the general public in accordance with Section 103 of the Public Officers Law, commonly referred to as the "Open Meetings Law".
7. That notice of said meeting (*the meeting at which the proceeding was adopted*) was caused to be given **PRIOR THERETO** in the following manner:

**PUBLICATION** (here insert newspaper(s) and date(s) of publication - should be a date or dates falling prior to the date set forth above in item 1)

**POSTING** (here insert place(s) and date(s) of posting- should be a date or dates falling prior to the date set forth above in item 1)

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Issuer this \_\_\_\_ day of April, 2006.

(CORPORATE SEAL)

\_\_\_\_\_  
Town Clerk

LEGAL NOTICE OF ESTOPPEL

The bond resolution, a summary of which is published herewith, has been adopted on April 18, 2006, and the validity of the obligations authorized by such resolution may be hereafter contested only if such obligations were authorized for an object or purpose for which the Town of Riverhead, Suffolk County, New York, is not authorized to expend money, or if the provisions of law which should have been complied with as of the date of publication of this notice were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of publication of this notice, or such obligations were authorized in violation of the provisions of the Constitution.

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

Dated: Riverhead, New York,  
\_\_\_\_\_, 2006.

\_\_\_\_\_  
Town Clerk

BOND RESOLUTION DATED APRIL 18, 2006.

A RESOLUTION AUTHORIZING THE ISSUANCE OF \$5,000,000 BONDS OF THE TOWN OF RIVERHEAD, SUFFOLK COUNTY, NEW YORK, TO PAY COSTS IN CONNECTION WITH THE RECLAMATION OF THE YOUNGS AVENUE LANDFILL (PHASE III) IN AND FOR SAID TOWN.

<b>Specific object or purpose:</b>	Reclamation of Youngs Avenue Landfill (Phase III)
<b>Period of probable usefulness:</b>	20 years
<b>Maximum estimated cost:</b>	\$5,000,000
<b>Bonds Authorized:</b>	\$5,000,000

April 18<sup>th</sup>, 2006

**Tabled**

TOWN OF RIVERHEAD

Resolution # 342

**APPROVES SITE PLAN OF EAST MAIN OFFICE CENTER**

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

**WHEREAS**, a site plan and elevations were submitted by Crystal Harbor Development to construct a one story medical office building and related site improvements, upon real property located at East Main Street, Riverhead, New York known and designated as Suffolk County Tax Map Number 0600-105-1-35; and

**WHEREAS**, the Planning Department has reviewed the site plan dated February 27<sup>th</sup>, 2006 as prepared by Kenneth H. Beckman, L.S. and elevations dated February 22<sup>nd</sup> 2006 as prepared by Edward Miller, R.A. and has recommended to the Town Board of the Town of Riverhead that said site plan application be approved; and

**WHEREAS**, the Town Board has carefully considered the merits of the site plan application, the SEQRA record to date, the report of the Planning Department, as well as all other relevant Planning, Zoning and Environmental information; and

**WHEREAS**, a copy of the site plan has been marked and initialed by the Town Board to show changes that are further set forth in this resolution, which site plan shall be on record with the Town Clerk; and

**WHEREAS**, the site plan review fee, as required by Section 108-131 B(3) of the Code of the Town of Riverhead has been received and deposited as per Receipt Number 2004-1116 of the Office of the Financial Administrator of the Town of Riverhead; and

**WHEREAS**, this Town Board has reviewed the site plan and elevations aforementioned.

**NOW, THEREFORE, BE IT**

**RESOLVED**, that in the matter of the site plan application of Crystal Harbor Development; the Riverhead Town Board hereby declares itself to be the Lead Agency and further determines the Action to be Unlisted pursuant to 6NYCRR Part 617.

**BE IT FURTHER**

**RESOLVED**, that the site plan and elevations submitted by Crystal Harbor Development for the construction of a one story medical office building with related site improvements, upon real property located at East Main Street, Riverhead, New York, elevations dated February 22<sup>nd</sup>, 2006 as prepared by Edward Miller, R.A. and site plan dated February 27<sup>th</sup>, 2006 as prepared by Kenneth H. Beckman, L.S. be and are hereby approved by the Town Board of the Town of Riverhead, subject to the following:

1. That the provisions of the **Riverhead Town Code**, which are not addressed by this resolution, or other official action of the Town shall, at all times, be complied with by the owner of the property covered by this site plan;
2. That a covenant containing all the limitations and provisions of these approvals contained in this resolution, in a form approved by the Town Attorney, shall be recorded with the Suffolk County Clerk and a copy of such recorded covenant shall be filed with the Riverhead Town Clerk. This resolution shall not become effective until such covenant is duly recorded with the Suffolk County Clerk's Office and filed with the Riverhead Town Clerk;
3. That the form, design, location, and color of all signage shall be submitted to the Town Board for its review and approval pursuant to the site plan approves and the sign permit procedure prior to being installed at the property; that all signage so proposed shall be coordinated in appearance and design; and that all provisions of Section 108-56 of the **Riverhead Town Code** shall be complied with, and that all tenants shall be apprised of said requirements as well as those of Section 108-110.7 and any restrictions imposed as a condition of the site plan approval granted herein;
4. That no lighting shall be installed or adjusted in such a way as to cause direct glare on neighboring properties or adjoining highways;
5. That the applicant is familiar with the **Riverhead Town Code**, Chapter 96, entitled, "Trash, Rubbish and Refuse Disposal," and Chapter 98, prohibiting the accumulation of litter, and requiring the enclosure of dumpsters, and agrees to abide by same;
6. That receptacles of a decorative design, approved by the Planning Department prior to their installation at the site, shall be maintained on the premises;
7. That parking, paving and drainage shall be provided pursuant to specifications outlined in the **Riverhead Town Code**;
8. That the parking area shall be maintained pursuant to specifications outlined in the **Riverhead Town Code**;
9. That adequate parking for the handicapped, pursuant to State and Federal law and the Code of the Town of Riverhead, shall be provided and that each handicap stall shall be designated by an individual sign erected on a stanchion stating, "No Parking, Handicap Only," and the universal symbol affixed thereto. Further, by execution and filing of this document, Crystal Harbor Development, hereby authorizes and consents

to the Town of Riverhead to enter premises at the East Main Street, Riverhead, New York, to enforce said handicapped parking regulations;

10. That any and all landscaped and paved areas shall be regularly maintained in an orderly and professional manner and kept free of weeds and litter; and that any planters, planter boxes, window boxes or other container plantings shall likewise be maintained on a year-round basis;
11. That all new utilities shall be constructed underground, if feasible;
12. That pursuant to Section 108-133(I) of the **Code of the Town of Riverhead**, the applicant, upon approval of a final site plan by this resolution and prior to the issuance of a land clearing and/or building permit, shall post a performance bond or other equivalent security. The performance bond or other equivalent security assures the performance of all the conditions of the building permit in accordance with the site plan approval. The Supervisor, upon approval from the Town Attorney as to form, is hereby authorized to accept said performance bond or other security, which shall be filed with the Town Clerk subsequent to approval of the site plan herein. The building permit shall not be issued until the Town Clerk certifies that the performance bond or other security has been filed in the Office of the Town Clerk of the town of Riverhead. Said security shall be in full force and effect for the term of the building permit or any renewal thereof.
13. That the topsoil shall conform to the specifications of the New York State Department of Transportation in regard to pH, organic content, and gradation;
14. That all nursery stock and installation methods thereof shall meet the latest "American Standards for Nursery Stock," as published by the American Association of Nurserymen;

**RESOLVED**, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to Ed Balanger, Crystal Harbor Development, 4992 Express Drive South, Ronkonkoma, New York 11779, the Riverhead Planning Department, Riverhead Building Department, Town Attorney and the Town Engineer.

*Planning Dept.*

THE VOTE

Dunleavy	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no	Bartunek	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no
Blass	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no	Densieski	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no
			Cardinale	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no

THE RESOLUTION  WAS  WAS NOT  
THEREFORE DULY ADOPTED

# Tabled

April 18th, 2006

TOWN OF RIVERHEAD

**Adopted**

Resolution # 343

**APPROVES SITE PLAN OF CHURCH OF JESUS CHRIST OF  
LATTER-DAY SAINTS**

COUNCILMAN BARTUNEK offered the following resolution,  
which was seconded by COUNCILMAN DENSIESKI:

**WHEREAS**, a site plan was submitted by Latter-day Saints Utah Corp, to construct a church with related improvements upon property located at Middle Road, Riverhead, New York 11901, know and designated as Suffolk County Tax Map Number 0600-101-3-10.5; and

**WHEREAS**, the Planning Department has reviewed the site plan dated March 6<sup>th</sup>, 2006, as prepared by Young and Young, LS and elevations dated August 8<sup>th</sup>, 2005, as prepared by Robert Tast, R.A., and has recommended to the Town Board that the site plan be approved; and

**WHEREAS**, the Town Board, has carefully considered the merits of the petition, the SEQRA record created to date, the report of the Planning Department, the report of the Planning Board, as well as all other pertinent planning, zoning and environmental information; and

**WHEREAS**, a copy of the site plan has been marked and initialed by the Town Board to show changes that are further set forth in this resolution, which site plan shall be on record with the Town Clerk; and

**WHEREAS**, the site plan review fee, as required by Section 108-131 B(3) of the Code of the Town of Riverhead has been received and deposited as receipt number 2005-0912 to the Office of the Financial Administrator, and

**WHEREAS**, this Town Board has reviewed the site plan aforementioned.

**THEREFORE, BE IT**

**RESOLVED**, that in the matter of the site plan application of The Church of Jesus Christ of Latter-Day Saints, the Riverhead Town Board determines that the site plan to be an unlisted Action without significant adverse impacts to the natural or social environment and that a Draft Environmental Impact Statement need not be prepared.

**NOW, THEREFORE, BE IT**

**RESOLVED**, that the site plan submitted by Latter-Day Saints Utah Corp, to construct a church and related improvements, upon real property located at Middle Road , Riverhead, New York 11901, known and designated as Suffolk County Tax Map Number 0600-101-3-10.5, site plan dated February 8<sup>th</sup>, 2006, as prepared by Young and Young, LS and elevations dated August 8<sup>th</sup>, 2005, as prepared by Robert Tast, R.A. be and is hereby approved by the Town Board of the Town of Riverhead, subject to the following:

1. That the provisions of the **Riverhead Town Code**, which are not addressed by this resolution, or other official action of the Town shall, at all times, be complied with by the owner of the property covered by this site plan;
2. That a covenant containing all the limitations and provisions of these approvals contained in this resolution, in a form acceptable to the Town Attorney, shall be recorded with the Suffolk County Clerk and a copy of such recorded covenant shall be filed with the Riverhead Town Clerk. This resolution shall not become effective until such covenant is duly recorded with the Suffolk County Clerk's Office and filed with the Riverhead Town Clerk;
3. That the form, design, location, and color of all signage shall be submitted to the Town Board for its review and approval pursuant to the site plan process and the sign permit procedure prior to being installed at the property; that all signage so proposed shall be coordinated in appearance and design; and that all provisions of Section 108-56 of the **Riverhead Town Code** shall be complied with, and that all tenants shall be apprised of said requirements as well as those of Section 108-110.7 and any restrictions imposed as a condition of the site plan approval granted herein;
4. That no lighting shall be installed or adjusted in such a way as to cause direct glare on neighboring properties or adjoining highways;
5. That the applicant is familiar with the **Riverhead Town Code**, Chapter 96, entitled, "Trash, Rubbish and Refuse Disposal," and Chapter 98, prohibiting the accumulation of litter, and requiring the enclosure of dumpsters, and agrees to abide by same;
6. That receptacles of a decorative design, approved by the Planning Department prior to their installation at the site, shall be maintained on the premises;
7. That parking, paving and drainage shall be provided pursuant to specifications outlined in the **Riverhead Town Code**;
8. That the parking area shall be maintained pursuant to specifications outlined in the **Riverhead Town Code**;
9. That adequate parking for the handicapped, pursuant to State and Federal law and the Code of the Town of Riverhead, shall be provided and that each handicap stall shall

be designated by an individual sign erected on a stanchion stating, "No Parking, Handicap Only," and the universal symbol affixed thereto. Further, by execution and filing of this document, Latter-Day Saints Utah Corp, authorizes and consents to the Town of Riverhead to enter premises at Middle Road, Riverhead, New York, to enforce said handicapped parking regulations;

10. That any and all landscaped and paved areas shall be regularly maintained in an orderly and professional manner and kept free of weeds and litter; and that any planters, planter boxes, window boxes or other container plantings shall likewise be maintained on a year-round basis;
11. That all utilities shall be constructed underground, if feasible;
12. That pursuant to Section 108-133I of the **Code of the Town of Riverhead**, the applicant, upon approval of a final site plan by this resolution and prior to the issuance of a building permit, shall post a performance bond or other equivalent security. The performance bond or other equivalent security assures the performance of all the conditions of the building permit in accordance with the site plan approval. The Supervisor, upon approval from the Town Attorney as to form, is hereby authorized to accept said performance bond or other security, which shall be filed with the Town Clerk subsequent to approval of the site plan herein. The building permit shall not be issued until the Town Clerk certifies that the performance bond or other security has been filed in the Office of the Town Clerk of the town of Riverhead. Said security shall be in full force and effect for the term of the building permit or any renewal thereof.
13. That the topsoil shall conform to the specifications of the New York State Department of Transportation in regard to pH, organic content, and gradation;
14. That all nursery stock and installation methods thereof shall meet the latest "American Standards for Nursery Stock," as published by the American Association of Nurserymen; and be it further

**RESOLVED**, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to Peter Danowski, Esq., Attorney for applicant, 616 Roanoke Avenue, Riverhead, New York 11901, the Riverhead Planning Department, Riverhead Building Department, Town Attorney and the Town Engineer.

*Planning Dept.*

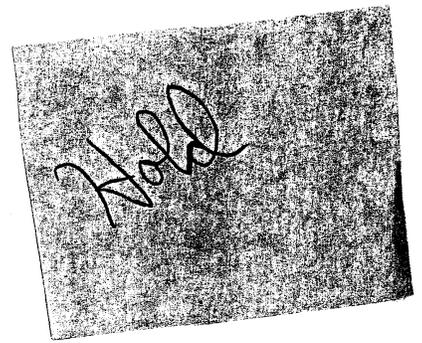
THE VOTE

Dunleavy <input checked="" type="checkbox"/> yes ___ no	Bartunek <input checked="" type="checkbox"/> yes ___ no
Blass <input checked="" type="checkbox"/> yes ___ no	Densieski <input checked="" type="checkbox"/> yes ___ no
Cardinale <input checked="" type="checkbox"/> yes ___ no	

THE RESOLUTION  WAS \_\_\_ WAS NOT  
THEREFORE DULY ADOPTED

April 18th, 2006

# Adopted



TOWN OF RIVERHEAD

Resolution # 344

**APPROVES SITE PLAN OF LIVING WATER FULL GOSPEL CHURCH INC.**

\_\_\_\_\_ **COUNCILMAN DENSIESKI** \_\_\_\_\_ offered the following resolution,  
**COUNCILMAN DUNLEAVY**  
which was seconded by \_\_\_\_\_:

**WHEREAS**, a site plan and elevations were submitted by Living Water Gospel Church Inc., for construction of an addition to an existing church together with a church school and related site improvements, upon real property located at 24 Shade Tree Lane, Aquebogue, New York, known and designated as Suffolk County Tax Map Number 0600-112-3-4.2; and

**WHEREAS**, the Planning Department has reviewed the site plan January 18<sup>th</sup>, 2006, as prepared by Howard Young, LLS, and elevations dated May 4<sup>th</sup>, 2005, as prepared by Don Kimble R.A., and has recommended to the Town Board of the Town of Riverhead that said site plan application be approved; and

**WHEREAS**, the subject plan provides the parking required for the church and residence and it has been determined that the parking necessary for the proposed school will be shared pursuant to Section 108-60 of the Riverhead Zoning Ordinance; and

**WHEREAS**, based upon the Town Board's review of the Environmental Assessment Form and the proceedings had herein, the Town Board had determined that the project is considered an Unlisted Action without significant adverse impacts upon the environment pursuant to the State Environmental Conservation Law and 6 NYCRR Part 617; and

**WHEREAS**, a copy of the site plan has been marked and initialed by the Town Board to show changes that are further set forth in this resolution, which site plan shall be on record with the Town Clerk; and

**WHEREAS**, the site plan review fee as required by Section 108-131 B(3) of the Code of the Town of Riverhead has been received and deposited as per Check Number 8040 in the Office of the Financial Administrator of the Town of Riverhead; and;

**WHEREAS**, this Town Board has reviewed the site plan and elevations aforementioned.

**NOW, THEREFORE, BE IT**

**THE VOTE**

Dunleavy  yes \_\_\_ no Bartunek  yes 5 no  
Blass  yes \_\_\_ no Densieski  yes \_\_\_ no  
Cardinale  yes \_\_\_ no

**THE RESOLUTION  WAS \_\_\_ WAS NOT  
THEREFORE DULY ADOPTED**

**RESOLVED**, that the site plan and elevations submitted by Living Water Gospel Church, Inc. to construct an addition to an existing church together with a church school and related site improvements, upon real property located at 24 Shade Tree Lane, Aquebogue, New York, such site plan dated January 18<sup>th</sup>, 2006, as prepared by Howard Young, LLS, and elevations dated May 4<sup>th</sup>, 2005, as prepared by Don Kimble, R.A., be and are hereby approved by the Town Board of the Town of Riverhead, subject to the following:

1. That the provisions of the **Riverhead Town Code**, which are not addressed by this resolution, or other official action of the Town shall, at all times, be complied with by the owner of the property covered by this site plan;
2. That a covenant containing all the limitations and provisions of these approvals contained in this resolution, in a form as attached, shall be recorded with the Suffolk County Clerk and a copy of such recorded covenant shall be filed with the Riverhead Town Clerk. This resolution shall not become effective until such covenant is duly recorded with the Suffolk County Clerk's Office and filed with the Riverhead Town Clerk;
3. That the form, design, location, and color of all signage shall be submitted to the Town Board for its review and approval pursuant to the site plan review and the sign permit procedure prior to being installed at the property; that all signage so proposed shall be coordinated in appearance and design; and that all provisions of Section 108-56 of the **Riverhead Town Code** shall be complied with, and that all tenants shall be apprised of said requirements as well as those of Section 108-110.7 and any restrictions imposed as a condition of the site plan approval granted herein;
4. That no lighting shall be installed or adjusted in such a way as to cause direct glare on neighboring properties or adjoining highways;
5. That the applicant is familiar with the **Riverhead Town Code**, Chapter 96, entitled, "Trash, Rubbish and Refuse Disposal," and Chapter 98, prohibiting the accumulation of litter, and requiring the enclosure of dumpsters, and agrees to abide by same;
6. That receptacles of a decorative design, approved by the Planning Department prior to their installation at the site, shall be maintained on the premises;
7. That parking, paving and drainage shall be provided pursuant to specifications outlined in the **Riverhead Town Code**;
8. That the parking area shall be maintained pursuant to specifications outlined in the **Riverhead Town Code**;
9. That adequate parking for the handicapped, pursuant to State and Federal law and the Code of the Town of Riverhead, shall be provided and that each handicap stall shall be designated by an individual sign erected on a stanchion stating, "No Parking, Handicap Only," and the universal symbol affixed thereto. Further, by execution and

filing of this document, Living Water Gospel Church Inc., hereby authorizes and consents to the Town of Riverhead to enter premises at 24 Shade Tree Lane, Aquebogue, New York, to enforce said handicapped parking regulations;

10. That any and all landscaped and paved areas shall be regularly maintained in an orderly and professional manner and kept free of weeds and litter; and that any planters, planter boxes, window boxes or other container plantings shall likewise be maintained on a year-round basis;
11. That all utilities shall be constructed underground, if feasible;
12. That pursuant to Section 108-133I of the **Code of the Town of Riverhead**, the applicant, upon approval of a final site plan by this resolution and prior to the issuance of a building permit, shall post a performance bond or other equivalent security. The performance bond or other equivalent security assures the performance of all the conditions of the building permit in accordance with the site plan approval. The Supervisor, upon approval from the Town Attorney as to form, is hereby authorized to accept said performance bond or other security, which shall be filed with the Town Clerk subsequent to approval of the site plan herein. The building permit shall not be issued until the Town Clerk certifies that the performance bond or other security has been filed in the Office of the Town Clerk of the town of Riverhead. Said security shall be in full force and effect for the term of the building permit or any renewal thereof.
13. That the topsoil shall conform to the specifications of the New York State Department of Transportation in regard to pH, organic content, and gradation;
14. That all nursery stock and installation methods thereof shall meet the latest "American Standards for Nursery Stock," as published by the American Association of Nurserymen;
15. That no building permit shall issue prior to the granting of relief by the Zoning Board of Appeals with respect to the percentage of impervious surface required within the Residence A (RA) 40 Zoning Use District;
16. That no building permit shall issue prior to the recording of a covenant to the satisfaction of the Town Attorney restricting the use of the proposed classrooms to use by parishioners and for religious instruction only; and be it further

**RESOLVED**, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to Doug Adams, Young and Young, LS, 400 Ostrander Avenue, Riverhead, New York 11901, the Riverhead Planning Department, Riverhead Building Department, and the Town Engineer.

*Planning Department*

*ARB Review*

April 18, 2006

**TOWN OF RIVERHEAD**

Resolution # 3455

**Adopted**

**Classifies Action on Special Permit Petition of June Johnson**

**COUNCILMAN DUNLEAVY**

offered the following resolution which

was seconded by **COUNCILWOMAN BLASS**

**WHEREAS**, the Riverhead Town Board is in receipt of a special permit petition from June Johnson pursuant to Section 108-8B.(1) and Article XXVIA. of the Riverhead Town Code to convert an existing residentially accessory garage to a second residence on a 0.27ac. parcel zoned Residence A-40; such property more particularly described as SCTM 0600-8-1-38, and

**WHEREAS**, a Full Environmental Assessment Form and supporting documentation was submitted as part of the petition, and

**WHEREAS**, the Riverhead Planning Department has reviewed the submission and recommended it be considered a Type II action pursuant to 6NYCRR Part 617.5(c)(9) as construction of a single, two or three family dwelling on an approved lot, and

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

**THEREFORE, BE IT**

**RESOLVED**, that the Riverhead Town Board declares the special permit petition of June Johnson to be a Type II action for the purposes of SEQR compliance, and

**BE IT FURTHER**

**RESOLVED**, that the Town Clerk be directed and is hereby authorized to forward a certified copy of this resolution to the Planning Department and to the applicant or his agent.

**THE VOTE**

Dunleavy	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no	Bartunek	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no
Blass	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no	Densieski	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no
Cardinale	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no			

THE RESOLUTION  WAS  WAS NOT  
THEREFORE DULY ADOPTED

TOWN OF RIVERHEAD

Adopted

Resolution # 346

ACCEPTS CASH SECURITY OF MILAP ENTERPRISES INC. / CANNISTRA SUB, INC. (WADING RIVER SUBWAYS)

COUNCILWOMAN BLASS offered the following resolution,

which was seconded by COUNCILMAN BARTUNEK

WHEREAS, Cannistra Sub, Inc. -Frank Cannistra Jr. of Subways Wading River, has posted a cash security (Check #508 dated April 6, 2006) in the sum of Sixty Five Dollars (\$65) as per resolution #246 dated March 21, 2006 for façade work at 6203 Route 25A, Wading River, New York, Suffolk County Tax Map # 600-72.-2-15.1, pursuant to Section 108-133 (I) of the Riverhead Town Code;

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby accepts the 5% security in the sum of Sixty Five Dollars (\$65); and,

BE IT FURTHER RESOLVED, that the Town Clerk of the Town of Riverhead is hereby authorized to forward a certified copy of this resolution to Susan S Keeney, River Road, Calverton, New York, the Building Department; the Planning Department and the Town Attorney's Office.

THE VOTE

Dunleavy  Yes  No

Bartunek  Yes  No

Blass  Yes  No

Densieski  Yes  No

Cardinale  Yes  No

The Resolution Is  Is Not   
Declared Duly Adopted

04/18/06

# Adopted

## TOWN OF RIVERHEAD

Resolution #347

### AMENDS RESOLUTION #251 AND RELEASES BOND OF SOUND HOUSING, LLC (A/K/A/ WILLOW POND CONDOMINIUMS)

COUNCILMAN BARTUNEK offered the following resolution,

which was seconded by COUNCILMAN DENSIESKI

WHEREAS, Resolution #251 adopted by the Riverhead Town Board on March 21, 2006, authorized the release of security in the form of a check in the amount of Twenty Three Thousand Three Hundred Twenty-Six (\$23,326) Dollars for improvements completed on Building #7 located within the Willow Ponds condominium project;

WHEREAS, Sound Housing, LLC has in fact, submitted RLI Insurance Company License and Permit Bond #RNS119768 in the amount of \$23,326 and not in the form of a check.

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby authorizes the release of RLI Insurance License and Permit Bond #RNS119768 in the amount of Twenty Three Thousand Three Hundred Twenty-Six (\$23,326) Dollars; and be it further

RESOLVED, that the Town Clerk is hereby authorized to forward a certified copy of this resolution to Sound Housing, LLC, 308 West Main Street, Smithtown, New York, 11787, the Building Department; the Accounting Department, the Town Clerk and the Town Attorney's Office.

### THE VOTE

Dunleavy  Yes  No

Bartunek  Yes  No

Blass  Yes  No

Densieski  Yes  No

Cardinale  Yes  No

The Resolution Is  Is Not   
Declared Duly Adopted

April 18, 2006

**Adopted**

TOWN OF RIVERHEAD

Resolution # 348

APPOINT AUTO MECHANIC III

**COUNCILMAN DENSIESKI** offered the following resolution, which was seconded by **COUNCILMAN DUNLEAVY**.

**WHEREAS**, there is a vacancy at the Municipal Garage for an Auto Mechanic III; and

**WHEREAS**, the position was duly posted (posting #5) and advertised; and

**WHEREAS**, all eligible applicants were interviewed and the Personnel Committee and the department head have made a recommendation.

**NOW, THEREFORE, BE IT RESOLVED**, that Michael Curtis is hereby appointed to the position of Auto Mechanic III Group 9 Step P of the salary administration schedule effective May 1, 2006.

**BE IT FURTHER RESOLVED**, that the Town Clerk forward a certified copy of this resolution to Michael Curtis, Municipal Garage and the office of the accounting.

**THE VOTE**

Dunleavy  yes \_\_\_ no Bartunek  yes \_\_\_ no  
Blass  yes \_\_\_ no Densieski  yes \_\_\_ no  
Cardinale  yes \_\_\_ no

THE RESOLUTION  WAS \_\_\_ WAS NOT  
THEREFORE DULY ADOPTED

4/18/06

# Adopted

## TOWN OF RIVERHEAD

Resolution # 349

### APPOINTS RECREATION SPECIALISTS (SPORTS INSTRUCTORS) TO THE RIVERHEAD RECREATION DEPARTMENT

COUNCILMAN DUNLEAVY

\_\_\_\_\_ offered the following resolution,

which was seconded by COUNCILWOMAN BLASS

**RESOLVED**, that Dennis Doherty, Matt Sanders, and Greg Sanders are hereby appointed to serve as a Recreation Specialists (Sports Instructors), effective May 17th, 2006, to serve as needed on an at will basis and to be paid at the rate of \$20.00 per hour, and to serve at the pleasure of the Town Board; and

**BE IT FURTHER, RESOLVED**, that this position is subject to the following condition(s):

All applications and appropriate forms are to be completed (in the Office of Accounting) **PRIOR** to start date.

**BE IT FURTHER, RESOLVED**, that the Town Board hereby authorizes the Town Clerk to forward this Resolution to the Recreation Department and the Office of Accounting.

1

**THE VOTE**

Dunleavy	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no	Bartunek	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no
Blass	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no	Densieski	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no
Cardinale	<input type="checkbox"/> yes	<input type="checkbox"/> no			

**THE RESOLUTION  WAS  WAS NOT  
THEREFORE DULY ADOPTED**

<sup>1</sup> Rec./ Doris:Res p/tRec Spec Multi

4/18/06

# Adopted

TOWN OF RIVERHEAD

Resolution # 350

**APPOINTS INTERPRETER FOR POLICE DEPARTMENT AND JUSTICE COURT**

**COUNCILWOMAN BLASS**

\_\_\_\_\_ offered the following resolution, was seconded by

**COUNCILMAN BARTUNEK** :

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

**WHEREAS**, Spanish Link, Contractor, is willing to provide the following services to the Town:

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

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

**RESOLVED**, that the Town Clerk is hereby directed to forward a certified copy of this resolution to Spanish Link, Cecilia Vazquez, General Partner, 72 Riverside Drive, Riverhead, New York, 11901; Police Chief David Hegermiller; Justice Richard Ehlers; Justice Allen Smith; the Office of Accounting and the Town Attorney's Office.

**THE VOTE**

Dunleavy	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no	Bartunek	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no
Blass	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no	Densieski	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no
Cardinale	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no			

**THE RESOLUTION  WAS  WAS NOT  
THEREFORE DULY ADOPTED**

## AGREEMENT

BETWEEN, **THE TOWN OF RIVERHEAD**, a municipal corporation with offices at 200 Howell Avenue, Riverhead, New York, hereinafter referred to as "**TOWN**" and **SPANISH LINK**, having a place of business at 72 Riverside Drive, Riverhead, New York, 11901, hereinafter referred to as "**CONTRACTOR**".

### WITNESSETH

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

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

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

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

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

Dated: Riverhead, New York  
April , 2006

### TOWN OF RIVERHEAD

By: \_\_\_\_\_  
PHILIP CARDINALE  
Town Supervisor

### SPANISH LINK

By: \_\_\_\_\_  
CECILIA VAZQUEZ, General Partner

April 18, 2006

# Adopted

**TOWN OF RIVERHEAD**

**RESOLUTION # 351**

**APPOINTS MEMBER TO THE ARCHITECTURAL REVIEW BOARD**

**COUNCILMAN BARTUNEK**

\_\_\_\_\_ offered the following resolutions, which was seconded

by **COUNCILMAN DENSIESKI**.

RESOLVED, effective April 18, 2006, Robert Haynal be and is hereby appointed as a member of the Town of Riverhead Architectural Review Board for a term of three (3) years through December 31, 2008; and

BE IT FURTHER RESOLVED, that the Town Clerk be and is hereby directed to forward a certified copy of this resolution to Robert Haynal, the Architectural Review Board and the Office of Accounting.

**THE VOTE**

Dunleavy ~~Yes~~ No

Blass ~~Yes~~ No

Bartunek ~~Yes~~ No

Densieski ~~Yes~~ No

Cardinale ~~Yes~~ No

Z:/Peggy

April 18, 2006

**Tabled**

**TOWN OF RIVERHEAD**

**RESOLUTION # 352**

**APPOINTS VOLUNTEER CITIZEN OMBUDSMAN**

**COUNCILMAN DUNLEAVY**  
\_\_\_\_\_ offered the following resolutions, which was seconded  
by **COUNCILWOMAN BLASS** \_\_\_\_\_.

WHEREAS, the Town Board wishes to make it easier for the public to conduct business with the Town of Riverhead; and

WHEREAS, a Citizen Ombudsman for the Town of Riverhead would assist residents in their contacts with the various Town departments.

NOW, THEREFORE, BE IT RESOLVED, that Vincent Tria is hereby appointed to the volunteer unpaid position of Citizen Ombudsman; and

BE IT FURTHER RESOLVED, that Mr. Tria will work out of the Supervisor's office under the supervision of the Deputy Supervisor; and

BE IT FURTHER RESOLVED, that Mr. Tria will have the same access to Town documents as is offered to the public; and

BE IT FURTHER RESOLVED, that the Town Clerk be and is hereby directed to forward a certified copy of this resolution to Vincent Tria and all Town departments.

**THE VOTE**

Dunleavy ~~Yes~~ No

Bartunek ~~Yes~~ No

Blass ~~Yes~~ No

Densieski ~~Yes~~ No

Cardinale ~~Yes~~ No

Z:/Peggy

APRIL 18, 2006

# Adopted

TOWN OF RIVERHEAD

ACCEPTS RESIGNATION OF MAINTENANCE MECHANIC II

RESOLUTION # 353

COUNCILMAN DUNLEAVY offered the following resolution,  
which was seconded by COUNCILWOMAN BLASS.

**WHEREAS**, Ronald Rakowicz has notified the Town Engineer and the Office of the Supervisor of his resignation from the position of Maintenance Mechanic II in the Engineering Department.

**NOW, THEREFORE, BE IT RESOLVED**, that this Town Board hereby accepts the resignation of Ronald Rakowicz effective April 7, 2006.

**BE IT FURTHER, RESOLVED**, that the Town Clerk be, and is hereby, directed to forward a Certified Copy of this Resolution to Ronald Rakowicz, the Engineering Department and the Office of Accounting.

THE VOTE

Dunleavy  Yes  No

Bartunek  Yes  No

Blass  Yes  No

Densieski  Yes  No

Cardinale  Yes  No

TOWN OF RIVERHEAD

Resolution # 354

AUTHORIZES ATTENDANCE OF TWO POLICE OFFICERS TO THE "DRUGS THAT IMPAIR DRIVING" TRAINING SEMINAR

COUNCILWOMAN BLASS offered the following resolution which was seconded by COUNCILMAN BARTUNEK.

WHEREAS, Police Chief Hegermiller has requested authorization from the Riverhead Town Board for the attendance of two police officers to attend the "Drugs That Impair Driving" Training Seminar; and

WHEREAS, the seminar will be held at the Holiday Inn Turf, Colonie, New York April 23 - 25, 2006.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board hereby authorizes the attendance of two police officers to attend the "Drugs That Impair Driving" Training Seminar.

BE IT FURTHER RESOLVED, that the Town Board hereby authorizes reimbursement of expenses incurred, not to exceed \$550.00 upon submission of proper receipts; and

BE IT FURTHER RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to Chief Hegermiller and the Office of Accounting.

THE VOTE

DUNLEAVY  YES \_\_\_ NO BARTUNEK  YES \_\_\_ NO

BLASS  YES \_\_\_ NO DENSIESKI  YES \_\_\_ NO

CARDINALE  YES \_\_\_ NO

THIS RESOLUTION  IS \_\_\_ IS NOT  
DECLARED DULY ADOPTED

TOWN OF RIVERHEAD

Resolution # 355

AUTHORIZES ATTENDANCE OF TWO POLICE OFFICERS TO THE "STREET  
CRIMES PROGRAM" SEMINAR

COUNCILMAN BARTUNEK offered the following resolution which was seconded  
by COUNCILMAN DENSIESKI.

WHEREAS, Police Chief Hegermiller has requested authorization from the Riverhead Town Board for the attendance of two police officers to attend the "Street Crimes Program" Seminar; and

WHEREAS, the seminar will be held at the New Rochelle Police Department, New Rochelle, New York, June 4 - 7, 2006.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board hereby authorizes the attendance of two police officers to attend the "Street Crimes Program" Seminar.

BE IT FURTHER RESOLVED, that the Town Board hereby authorizes reimbursement of expenses incurred, not to exceed \$1,600.00 upon submission of proper receipts; and

BE IT FURTHER RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to Chief Hegermiller and the Office of Accounting.

THE VOTE

DUNLEAVY  YES \_\_\_ NO BARTUNEK  YES \_\_\_ NO

BLASS  YES \_\_\_ NO DENSIESKI  YES \_\_\_ NO

CARDINALE  YES \_\_\_ NO

THIS RESOLUTION  IS \_\_\_ IS NOT  
DECLARED DULY ADOPTED

April 18, 2006

TOWN OF RIVERHEAD

Adopted

Resolution No. 356

ESTABLISHES THE EAST CREEK ADVISORY COMMITTEE AND APPOINTS MEMBERS

Councilwoman Blass offered the following resolution, which was seconded by COUNCILMAN DENSIESKI

**WHEREAS**, the Town of Riverhead owns and operates the East Creek Docking Facility; and

**WHEREAS**, the Riverhead Town Board recognizes the need for a liaison group knowledgeable in the areas of pleasure boating and the marine industry to advise the Board on all matters pertaining to the operation of the docking facility,

**NOW THEREFORE, BE IT**

**RESOLVED**, that the Riverhead Town Board hereby establishes the East Creek Advisory Committee and appoints the following individuals to a term of no longer than two (2) years subject to reappointment:

Community Members: ~~With Two~~ Vacancies

Mason Haas, Sean Egan, Charles Thomas, Greg Colt, Glenn Just

Non-voting members:

Ken Testa, Town Engineer, Ray Coyne, Superintendent of Recreation

Liaisons:

Councilman John Dunleavy, Councilwoman Barbara Blass

**AND BE IT FURTHER RESOLVED** that the mission of the East Creek Advisory Committee is to apply collective resources in advising the Town Board on issues pertaining to boater concerns and needs, and the efficient, cost-effective operation of the docking facility, and

**BE IT FURTHER RESOLVED**, that the Town Clerk shall hereby forward a copy of this resolution to the members of the East Creek Advisory Committee, Town Board, Department of Recreation, Department of Engineering and the Office of Accounting.

THE VOTE

DUNLEAVY  YES \_\_\_ NO BARTUNEK  YES \_\_\_ NO

BLOSS  YES \_\_\_ NO DENSIESKI  YES \_\_\_ NO

CARDINALE  YES \_\_\_ NO

THIS RESOLUTION  IS \_\_\_ IS NOT DECLARED DULY ADOPTED

townboard.EASTCREEK

April 18, 2006

TOWN OF RIVERHEAD

# Tabled

Resolution # 357

**AMENDS AND REAPPOINTS MEMBERS TO THE  
TOWN OF RIVERHEAD ANIMAL CONTROL ADVISORY COMMITTEE**

Councilman ~~\_\_\_\_\_~~ offered the following resolution, which was seconded by  
**COUNCILMAN DUNLEAVY**

**COUNCILMAN DENSIESKI**

WHEREAS, on April 19, 2005, the Town Board adopted resolution #393, to amend and reappoint the Riverhead Animal Control Advisory Committee, and

WHEREAS, there exists within the Town of Riverhead, professional and lay people whose experience and working relationships with individuals and groups relating to animal welfare can benefit the Committee, and

WHEREAS, the Town Board is committed to creating and implementing the most comprehensive animal control policy within its power.

NOW THEREFORE BE IT RESOLVED, that the Riverhead Town Board hereby amends and reappoints the Riverhead Animal Control Advisory Committee, and

BE IT FURTHER RESOLVED, that in keeping with the guidelines for Town Board Advisory Committees as adopted in Resolution #763 of August 2, 2005, the Committee shall be comprised of no less than seven (7) and no more than nine (9) members total to include:

- |  |                   |
|--|-------------------|
| An accredited animal healthcare provider       | Dr. Dexter Archer |
| A member of the wildlife management community  | Michele Janlewicz |
| A member of the animal rights community        | Frank Mosca       |
| A member of a community safety organization    | Maura Frankman    |
| A member of a not-for-profit animal shelter    | Pam Green         |
| A member of the animal shelter volunteer corps | Angela DeVito     |
| A member of the community                      | Rose Sanders      |

as well as the following Committee Advisors as appointed by the Town Board:

- |                           |  |
|---------------------------|--|
| Town Board Liaisons       | Councilmen George Bartunek and John Dunleavy |
| Department Head           | Chief David Hegermiller                      |
| Police Department Liaison | Mary Andruszkiewicz                          |
| CSEA Representative       | Matt Hattorff                                |
| Animal Control Officer    | Sean McCabe                                  |

BE IT FURTHER RESOLVED that the Committee members shall serve for a term no longer than two (2) years, and

BE IT FURTHER RESOLVED that the Committee shall advise the Town Board on issues of animal control including adoption, relocation, education, rehabilitation, and euthanasia, and

BE IT FURTHER RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to the Supervisor's Office, Division of Animal Control, Office of the Town Attorney, Police Department, President of the CSEA bargaining unit, Office of Accounting, and the members of the Town of Riverhead Animal Control Advisory Committee.

**THE VOTE**

DUNLEAVY  YES  NO    BARTUNEK  YES  NO

BLOSS  YES  NO    DENSIESKI  YES  NO

CARDINALE  YES  NO

THIS RESOLUTION  IS  IS NOT  
DECLARED DULY ADOPTED

# Tabled

# Tabled

April 18, 2006

TOWN OF RIVERHEAD

Resolution # 358

**AMENDS TOWN OF RIVERHEAD ANIMAL CONTROL  
VOLUNTEER APPLICATION FORM**

Councilman Bartunek offered the following resolution, which was seconded by ~~COUNCILMAN DENSIESKI~~

WHEREAS, on November 15, 2005, the Town Board adopted Resolution #1095, adopting Riverhead Animal Control Forms and setting policy of the Town Board, and

WHEREAS, the Town Board established that these new policies and procedures will be evaluated at the conclusion of three months to consider any amendments, and

WHEREAS, the Town of Riverhead Animal Shelter Advisory Committee has identified and recommended the attached Volunteer Application Form revisions to the Town Board for use by the Riverhead Animal Control staff to aid in issues of shelter operation and animal control to include volunteerism, and

WHEREAS, the Town Board is committed to creating and implementing the most comprehensive and humane animal control policy within its power.

NOW THEREFORE BE IT RESOLVED, that the Riverhead Town Board hereby adopts the amendments to the attached Town of Riverhead Animal Control Volunteer Application form for use by the staff of the Riverhead Animal Control Shelter, and

BE IT FURTHER RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to the Supervisor's Office, Division of Animal Control, Office of the Town Attorney, Police Department, President of the CSEA bargaining unit, Office of Accounting and the members of the Animal Control Advisory Committee.

**THE VOTE**

DUNLEAVY	<input checked="" type="checkbox"/>	YES	<input type="checkbox"/>	NO	BARTUNEK	<input checked="" type="checkbox"/>	YES	<input type="checkbox"/>	NO
BLASS	<input checked="" type="checkbox"/>	YES	<input type="checkbox"/>	NO	DENSIESKI	<input checked="" type="checkbox"/>	YES	<input type="checkbox"/>	NO
CARDINALE	<input checked="" type="checkbox"/>	YES	<input type="checkbox"/>	NO					

THIS RESOLUTION  IS  IS NOT  
DECLARED DULY ADOPTED

Townboard.an.con.forms

# Tabled



TOWN OF RIVERHEAD ANIMAL CONTROL  
200 HOWELL AVENUE, RIVERHEAD, NY 11901  
Shelter: 369-6189, Emergency: 727-4500, Town Hall 727-3200

## VOLUNTEER APPLICATION

Volunteers are an important part of the Town of Riverhead Animal Shelter and we welcome those who wish to participate in the shelter's programs. Community volunteers assist our animal care attendants with a variety of ~~duties, such as tending to the kennels, and~~ socializing activities such as exercising and grooming sheltered animals to make them look and feel better ~~while awaiting more presentable for~~ adoption. Volunteers also seek ~~and collect funds~~ donations to aid in the care and treatment of sick or injured animals. We would like to invite you to join our team of volunteers. If you are interested in volunteering, please read the enclosed materials carefully. Complete the application, read, and sign the volunteer agreement.

Below are some activities that animal shelter volunteers ~~may be assigned to~~ can become involved in:

~~ANIMAL WALKING:~~ Assist in socialization of animals available for adoption by walking them in a specified area. Volunteers are encouraged to interact with animals by talking, brushing, and playful contact. Help provide our animals with companionship, exercise and socialization.

~~GROOMING ASSISTANT:~~ Assist ~~caretakers~~ with grooming of animals at the shelter. Help make our companion animals more comfortable, presentable and acceptable.

~~ANIMAL CARE ASSISTANT:~~ Clean, exercise, and socialize companion animals at the shelter. Be prepared to work hard, get dirty, but have fun too.

~~VOLUNTEER COORDINATOR:~~ Assist the office staff with coordination of volunteer applications, duties and scheduling.

COMMUNICATE OBSERVATIONS: Relay observations concerning animal behavior to Animal Shelter staff.

Under no circumstances, will any volunteer work at the Riverhead Animal Shelter without an Animal Control Officer or Kennel Attendant present on site.

Arrangements will be made for volunteers willing to offer special skills to meet with appropriate Town staff. Animal shelter volunteers are persons who are interested in enriching the lives of shelter animals. They do this by spending time with them, coaching them, loving them, ~~bathing~~ grooming them and helping find good homes for them.

Thank you for your interest in the shelter. The mission of the shelter's volunteer program is to help provide the best quality care for the shelter's animals and to find suitable homes for as many of our adoptable animals as possible. Our purpose is to protect and enhance the lives of lost, unwanted and homeless animals.

We look forward to working with you to make the world a more humane place for animals.

4/18/06

# Adopted

TOWN OF RIVERHEAD

Resolution # 359

**APPROVES CHAPTER 90 APPLICATION OF CALVERTON LINKS, LTD.**

COUNCILMAN DUNLEAVY

\_\_\_\_\_ offered the following resolution, was seconded by

COUNCILWOMAN BLASS

\_\_\_\_\_ :

**WHEREAS**, on March 24, 2006, Calverton Links, Ltd. had submitted a Chapter 90 Application for the purpose of conducting various affairs (i.e. golf outings, birthday parties, christening parties, weddings) under a tent to be held on their grounds at 149 Edwards Avenue, Calverton, New York, to commence May 12, 2006 and ending on July 7, 2006, between the hours of 8:00 a.m. and 1:00 a.m.; and

**WHEREAS**, Calverton Links, Ltd. has completed and filed and Short Form Environmental Assessment Form in accordance with 6 NYCRR 617; and

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

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

**WHEREAS**, the Town Attorney of the Town of Riverhead has reviewed all documents including the certificate of insurance regarding said application; and

**WHEREAS**, the applicable Chapter 90 fee has been paid.

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

**RESOLVED** that the Chapter 90 Application of Calverton Links, Ltd. for the purpose of conducting various affairs (i.e. golf outings, birthday parties, christening parties, weddings) under a tent to be held on their grounds at 149 Edwards Avenue, Calverton, New York commencing May 12, 2006 and ending on July 7, 2006 between the hours of 8:00 a.m. and 1:00 a.m., is hereby approved; and be it further

**RESOLVED**, that the tent installation and any and all electric shall comply with the applicable provisions of the Building and Fire Code of New York State, the National Electrical Code and National Fire Protection Agency 102 and the Tents & Membrane Structures; and be it further

**RESOLVED**, that this approval is subject to the appropriate permits being obtained from both the Riverhead Fire Marshal and the Building Inspector prior to the erection of the tent; and be it further

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

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

**RESOLVED**, that a fire safety inspection by the Town Fire Marshal is required prior to the opening of this event to the public so that an outdoor place of assembly permit can be issued. The Riverhead Fire Marshal shall be contacted at least three days in advance at (631) 727-3200 extension 209 for the purpose of scheduling the required inspection appointment; and be it further

**RESOLVED**, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to Calverton Links, Ltd., 149 Edwards Avenue, Calverton, New York, 11933; Bruce Johnson, Fire Marshal; Chief Hegermiller, Riverhead Police Department; the Riverhead Fire Department and the Office of the Town Attorney.

**THE VOTE**

Dunleavy	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no	Bartunek	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no
Blass	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no	Densieski	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no
Cardinale	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no			

THE RESOLUTION  WAS  WAS NOT  
THEREFORE DULY ADOPTED

4/18/06

**Adopted**

TOWN OF RIVERHEAD

Resolution # 360

**APPROVES CHAPTER 90 APPLICATION OF PECONIC BAY MEDICAL CENTER**

COUNCILWOMAN BLASS offered the following resolution, was seconded by

COUNCILMAN BARTUNEK :

**WHEREAS**, on March 31, 2006, Peconic Bay Medical Center, formerly known as Central Suffolk Hospital, has submitted a Chapter 90 Application for the purpose of conducting a Garden Festival and Plant Sale to be held in the Peconic Bay Medical Center parking lot located at 1300 Roanoke Avenue, Riverhead, New York, on May 11th, 2006 through May 14th, 2006 between the hours of 9:00 a.m. and 6:00 p.m.; and

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

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

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

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

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

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

**RESOLVED** that the Chapter 90 Application of Peconic Bay Medical Center for the purpose of conducting a Garden Festival and Plant Sale to be held in the Peconic Bay Medical Center parking lot located at 1300 Roanoke Avenue, Riverhead, New York, on May 11<sup>th</sup>, 2006 through May 14<sup>th</sup>, 2006 between the hours of 9:00 a.m. and 6:00 p.m. is hereby approved; and be it further

**RESOLVED**, that the applicable Chapter 90 Application fee is hereby waived; and be it further

**RESOLVED**, that the tent installation and any and all electric shall comply with the applicable provisions of the Building and Fire Code of New York State, the National Electrical Code and National Fire Protection Agency 102 and the Tents & Membrane Structures; and be it further

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

**RESOLVED**, that traffic cones shall be placed along the east curb of Roanoke Avenue from the traffic circle, north, to the traffic light (hospital entrance) to prevent parking on the east (northbound) lane of Roanoke Avenue; and be it further

**RESOLVED**, that a fire safety inspection by the Town Fire Marshal is required prior to the opening of this event to the public. The tent installation shall be ready for inspection no later than 1:00 p.m. on Wednesday, May 10<sup>th</sup>, 2006; and be it further

**RESOLVED**, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to Peconic Bay Medical Center, Attn: Deborah Kneidl, Director of Development, 1300 Roanoke Avenue, Riverhead, New York 11901; the Riverhead Fire Marshal and the Riverhead Police Department.

**THE VOTE**

Dunleavy  yes \_\_\_ no Bartunek  yes \_\_\_ no  
Blass  yes \_\_\_ no Desieski  yes \_\_\_ no  
Cardinale  yes \_\_\_ no

THE RESOLUTION  WAS \_\_\_ WAS NOT  
THEREFORE DULY ADOPTED

4/18/06

# Adopted

TOWN OF RIVERHEAD

Resolution # 361

**ADOPTS A LOCAL LAW TO AMEND CHAPTER 108 ENTITLED, "ZONING" OF THE RIVERHEAD TOWN CODE (108-3 Definitions)**

COUNCILMAN BARTUNEK

\_\_\_\_\_ offered the following resolution, was seconded by

COUNCILMAN DENSIESKI

**WHEREAS**, the Town Clerk was authorized to publish and post a public notice to hear all interested persons to consider an amendment to Chapter 108 entitled, "Zoning"(108-3 Definitions) of the Riverhead Town Code; and

**WHEREAS**, a public hearing was held on the 4th day of April, 2006 at 7:35 o'clock p.m. at Town Hall, 200 Howell Avenue, Riverhead, New York, the date, time and place specified in said public notice, and all persons wishing to be heard were heard.

**NOW THEREFORE BE IT RESOLVED**, that a local law to consider an amendment to Chapter 108 entitled, "Zoning" (108-3 Definitions) of the Town Code of the Town of Riverhead is hereby adopted as specified in the attached notice of adoption; and be it further

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

**RESOLVED**, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to the Planning Department; the Planning Board; the Riverhead Building Department and the Office of the Town Attorney.

**THE VOTE:**

Dunleavy	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no	Bartunek	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no
Blass	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no	Densieski	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no
Cardinale	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no			

THE RESOLUTION  WAS  WAS NOT THEREFORE DULY ADOPTED

**TOWN OF RIVERHEAD  
NOTICE OF ADOPTION**

**PLEASE TAKE NOTICE**, that the Town Board of the Town of Riverhead adopted a local law to amend Chapter 108 entitled, "Zoning" at its regular meeting held on April 18, 2006.

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

Chapter 108  
ZONING  
ARTICLE I, General Provisions

**§ 108-3. Definitions; word usage.**

CLASS A OFFICE SPACE – Space within buildings constructed with state-of-the-art functionality and architectural design, infrastructure, life safety and mechanical systems. Buildings are characterized as having excellent location and access, attract high quality tenants and are managed professionally.

FRONT SETBACK – The distance from the closest point of a building on a lot to the front lot line, measured perpendicular to the closest point of the front lot line.

LIGHT MANUFACTURING – the manufacture, assembly, compounding, processing or packaging of goods or products from raw materials refined elsewhere in which the goods produced are generally of high value in relation to bulk and which does not generate offensive noise, vibration, glare, dust smoke, gas or other effluent.

Dated: Riverhead, New York  
April 18, 2006

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

**BARBARA GRATTAN, Town Clerk**

April 18, 2006

TOWN OF RIVERHEAD

**Adopted**

Resolution # 362

**ACCEPTS OFFER OF SALE OF DEVELOPMENT RIGHTS**  
**(Tri-State Horticultural Services Inc. / Joseph Alberto)**

COUNCILMAN DENSIESKI

\_\_\_\_\_ offered the following resolution, which was seconded  
by **COUNCILMAN DUNLEAVY**  
\_\_\_\_\_:

**WHEREAS**, the Riverhead Farmland Preservation Committee (“the Committee”) has received an offer for the sale of development rights from Tri-State Horticultural Services Inc. /Joseph Alberto on approximately 20 acres of his agricultural lands located on the East Side of Cross River Drive, Riverhead, New York, at \$69,300.00 per acre, further described as Suffolk County Tax Map # 0600-85-2- p/o 1, to the Town of Riverhead, which parcel falls with the Agricultural Protection Zone “APZ” zoning district; and

**WHEREAS**, the Committee has commissioned an appraisal of the value of development rights inherent in the subject real property; and

**WHEREAS**, the Committee has assessed the subject real property with respect to the criteria provided in the Agricultural Preservation Law and has formally recommended that the Town Board of the Town of Riverhead consider the purchase of development rights from this property; and

**WHEREAS**, the Town Board has carefully considered the merits of the offer of sale of development rights, the report of the Peconic Land Trust, the appraisal of development rights by Given Associates, the report of the Farmland Preservation Committee, the criteria set forth in the agricultural preservation law and all other pertinent planning, zoning and environmental information; and

**WHEREAS**, the Town Board finds that the acquisition of the development rights on the subject parcel is the best alternative for the protection of community character of all reasonable alternatives available to the Town.

**NOW THEREFORE BE IT RESOLVED**, that the Riverhead Town Board hereby accepts the offer of sale of development rights from the subject real property of Tri-State Horticultural Services Inc./Joseph Alberto, pursuant to Chapter 14 and Chapter 44, Section 44-5 B(2) of the Code of the Town of Riverhead; and be it further

**RESOLVED**, that the Town Board hereby authorizes the Supervisor to execute a contract for purchase of development rights from the subject property in an amount not to exceed sixty-nine thousand, three hundred dollars per acre (\$69,300.00) and authorizes

the Town Attorney to order a survey and title report for the subject real property and directs the Accounting Department to set up a budget; and be it further

**RESOLVED**, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to Joseph Alberto, 1894 Lakeland Avenue, Ronkonkoma, New York 11779; the Farmland Preservation Committee; Peconic Land Trust, Attn: Marian Sumner, 296 Hampton Road, P.O. Box 1776, Southampton, New York, 11969; the Planning Department; the Assessor's Office; the Tax Receiver's Office; the Accounting Office and the Office of the Town Attorney.

THE VOTE

Dunleavy  yes \_\_\_ no Bartunek  yes \_\_\_ no  
Blass  yes \_\_\_ no Densieski  yes \_\_\_ no  
Cardinale  yes \_\_\_ no

THE RESOLUTION  WAS \_\_\_ WAS NOT  
THEREFORE DULY ADOPTED

April 18, 2006

Adopted

TOWN OF RIVERHEAD

Resolution # 363

**ACCEPTS OFFER OF SALE OF REAL PROPERTY LOCATED IN THE TOWN  
OF RIVERHEAD**

**(purported owner: Dr. Maurice Goldman)**

**COUNCILMAN DUNLEAVY**

\_\_\_\_\_ offered the following resolution, which was seconded

by **COUNCILWOMAN BLASS** \_\_\_\_\_ :

**WHEREAS**, the Open Space Committee ("the Committee") has received an offer for the sale of real property from Dr. Maurice Goldman on approximately 5 acres of vacant land located on the North Side of East Main Street, Riverhead, NY for a purchase price of \$245,500.00, further described as Suffolk County Tax Map # 0600-109-2-12.1, to the Town of Riverhead, which parcel falls with the RA-40 zoning district; and

**WHEREAS**, the Committee has commissioned an appraisal of the value of the subject real property; and

**WHEREAS**, the Committee has assessed the subject real property and has formally recommended that the Town Board of the Town of Riverhead consider the purchase of the property; and

**WHEREAS**, the Town Board has carefully considered the merits of the offer, the report of the Peconic Land Trust, the appraisal by Given Associates, the report of the Open Space Committee and all other pertinent planning, zoning and environmental information; and

**WHEREAS**, the Town Board finds that the acquisition of the subject parcel is the best alternative for the protection of community character of all reasonable alternatives available to the Town.

**NOW THEREFORE BE IT RESOLVED**, that the Riverhead Town Board hereby accepts the offer of sale of the subject real property of Dr. Maurice Goldman, pursuant to Chapter 14 of the Code of the Town of Riverhead; and be it further

**RESOLVED**, that the Town Board hereby authorizes the Supervisor to execute a contract to purchase the subject property in an amount not to exceed two hundred forty-five thousand, five hundred dollars (\$245,500.00) and authorizes the Town Attorney to order a survey and title report for the subject real property and directs the Accounting Department to set up a budget; and be it further

**RESOLVED**, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to Charles E. Raffe, Esq. 747 East Main Street, Riverhead, New York 11901; the Open Space Committee; Peconic Land Trust, Attn: Dawn Haight, 296 Hampton Road, P.O. Box 1776, Southampton, New York, 11969 ; the Planning Department; the Assessor's Office; the Tax Receiver's Office; the Accounting Office and the Office of the Town Attorney.

**THE VOTE**

Dunleavy  yes \_\_\_ no \_\_\_ Bartunek  yes \_\_\_ no \_\_\_  
Blass  yes \_\_\_ no \_\_\_ Densieski  yes \_\_\_ no \_\_\_  
Cardinale  yes \_\_\_ no \_\_\_

THE RESOLUTION  WAS \_\_\_ WAS NOT  
THEREFORE DULY ADOPTED

TOWN OF RIVERHEAD

Adopted

Resolution # 364

**ACCEPTS OFFER OF SALE OF DEVELOPMENT RIGHTS**  
**(John P. Kujawski & Sons)**

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

**WHEREAS**, the Riverhead Farmland Preservation Committee (“the Committee”) has received an offer for the sale of development rights from John P. Kujawski & Sons on approximately 28 acres of his agricultural lands located on the westerly side of Herricks Lane, Jamesport, New York, at \$88,500.00 per acre, further described as Suffolk County Tax Map # 0600-22-2- p/o 13.12, to the Town of Riverhead, which parcel falls with the Agricultural Protection Zone “APZ” zoning district; and

**WHEREAS**, the Committee has commissioned an appraisal of the value of development rights inherent in the subject real property; and

**WHEREAS**, the Committee has assessed the subject real property with respect to the criteria provided in the Agricultural Preservation Law and has formally recommended that the Town Board of the Town of Riverhead consider the purchase of development rights from this property; and

**WHEREAS**, the Town Board has carefully considered the merits of the offer of sale of development rights, the report of the Peconic Land Trust, the appraisal of development rights by Given Associates, the report of the Farmland Preservation Committee, the criteria set forth in the agricultural preservation law and all other pertinent planning, zoning and environmental information; and

**WHEREAS**, the Town Board finds that the acquisition of the development rights on the subject parcel is the best alternative for the protection of community character of all reasonable alternatives available to the Town.

**NOW THEREFORE BE IT RESOLVED**, that the Riverhead Town Board hereby accepts the offer of sale of development rights from the subject real property of John P. Kujawski & Sons, pursuant to Chapter 14 and Chapter 44, Section 44-5 B(2) of the Code of the Town of Riverhead; and be it further

**RESOLVED**, that the Town Board hereby authorizes the Supervisor to execute a contract for purchase of development rights from the subject property in an amount not to exceed Eight-eight thousand, five hundred dollars per acre (\$88,500.00) and authorizes the Town Attorney to order a survey and title report for the subject real property and directs the Accounting Department to set up a budget; and be it further

**RESOLVED**, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to Richard Lark, Richard Lark, Esq. PO Box 973, Cutchogue, New York 11935; the Farmland Select Committee; Peconic Land Trust, Attn: Marian Sumner, 296 Hampton Road, P.O. Box 1776, Southampton, New York, 11969 ; the Planning Department; the Assessor's Office; the Tax Receiver's Office; the Accounting Office and the Office of the Town Attorney.

**THE VOTE**

Dunleavy  yes \_\_\_ no Bartunek  yes \_\_\_ no  
Blass  yes \_\_\_ no Densieski  yes \_\_\_ no  
Cardinale  yes \_\_\_ no

THE RESOLUTION  WAS \_\_\_ WAS NOT  
THEREFORE DULY ADOPTED

04/18/06

# Adopted

## TOWN OF RIVERHEAD

Resolution # 365

AUTHORIZES LEGAL ACTION AGAINST THE OWNERS, TENANTS, OCCUPANTS AND MORTGAGEE OF THE PROPERTY LOCATED AT 267 PECONIC BAY BOULEVARD, AQUEBOGUE, NEW YORK

COUNCILMAN BARTUNEK offered the following resolution, was  
COUNCILMAN DENSIESKI  
seconded by \_\_\_\_\_:

WHEREAS, the Town Board has determined that the property situated at 267 Peconic Bay Boulevard, Aquebogue, New York is being used and occupied in violation of various sections of the Code of the Town of Riverhead and the New York State Uniform Fire Prevention and Building Code; and

NOW, THEREFORE

BE IT HEREBY RESOLVED, that Dawn C. Thomas, Town Attorney for the Town of Riverhead is authorized to institute legal action in the name of the Town of Riverhead against the owners, tenants, occupants and mortgagee of the dwelling situated at 267 Peconic Bay Boulevard, Aquebogue, New York in the Supreme Court of the State of New York to enjoin the illegal use, occupancy and/or maintenance of said property and the dwelling situated upon such; and be it further

RESOLVED, that it is left to the discretion of Dawn C. Thomas, Town Attorney for the Town of Riverhead as whether said cause of action should seek monetary and/or punitive damages against the owners, tenants, occupants and/or mortgagee of said property for their illegal use, occupancy and maintenance of said property.

### THE VOTE

Dunleavy  yes \_\_\_ no Bartunek  yes \_\_\_ no  
Blass  yes \_\_\_ no Densieski  yes \_\_\_ no  
Cardinale  yes \_\_\_ no

THE RESOLUTION  WAS \_\_\_ WAS NOT  
THEREFORE DULY ADOPTED

4/18/06

Town of Riverhead

# Adopted

Resolution # 366

**AUTHORIZES SUPERVISOR TO EXECUTE AGREEMENT WITH SUFFOLK COUNTY FOR GRANT FUNDS AWARDED THROUGH DOWNTOWN REVITALIZATION PROGRAM ROUND V**

COUNCILMAN DENSIESKI offered the following resolution,  
which was seconded by COUNCILMAN DUNLEAVY.

**WHEREAS**, the County of Suffolk operates a Downtown Revitalization Program through which \$166,641 has been awarded for six separate projects in the Town of Riverhead on behalf of both the Riverhead Business Improvement District and the Riverhead Chamber of Commerce as a result of grant applications prepared by the Community Development Department for a variety of important downtown projects; and

**WHEREAS**, the Riverhead Chamber of Commerce, sponsored by the Town of Riverhead, has been awarded a \$25,000 grant for the purchase of electronic information kiosks for use by visitors to the Town of Riverhead in order to provide expanded information on the attractions and amenities available; and

**WHEREAS**, the County requires that the municipal sponsor execute the contract for and undertake administration of the funding awarded to the not-for-profit applicant under this program; and

**WHEREAS**, the Community Development Department prepared the funding application and will administer the funds in compliance with the County program.

**THEREFORE, BE IT RESOLVED**, that the Town Board authorizes the Supervisor to execute the attached contract for administration of the project on behalf of the Riverhead Chamber of Commerce; and

**BE IT FURTHER RESOLVED**, that the Town Clerk shall forward a certified copy of this resolution to the Riverhead Chamber of Commerce, 542 East Main St., Riverhead, NY 11901, Jack Hansen, Financial Administrator, and Andrea Lohneiss, CD Director.

**THE VOTE**

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

THE RESOLUTION  WAS  WAS NOT  
THEREFORE DULY ADOPTED

**Agreement**

This Agreement, between the County of Suffolk (County), a municipal corporation of the State of New York, having its principal office at the County Center, Riverhead, New York 11901, acting through its duly constituted Department of Economic Development & Workforce Housing (Department), located at H. Lee Deminon Building, 2nd floor, 100 Veterans Memorial Highway, Hauppauge, New York (mailing address: Box 6100, Hauppauge, New York 11788-0099) and TOWN OF RIVERHEAD (Contractor), a New York municipal corporation, having its principal place of business at 200 Howell Avenue Riverhead, NY 11901.

The Municipality above named has been designated as a recipient of Downtown Revitalization funds and has heretofore expressed its desire to undertake or assist in undertaking Downtown Revitalization activities as set forth in Exhibit(s) B attached hereto. Sufficient funding exists pursuant to Resolution 1281-2005 of the Suffolk County Legislature.

**Term of Agreement:** Shall be from the latest date of signature below through the day preceding the second anniversary of said date, with an option for the County to extend this Agreement for an additional year, as provided in Exhibit A.

**Total Cost of Agreement:** Shall not exceed \$25,000

**Terms and Conditions:** Shall be as set forth in Exhibit A, B and Other Exhibits attached hereto and made part of this Agreement.

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

**TOWN OF RIVERHEAD**

By: \_\_\_\_\_

[Please print name and title under signature]

Fed. Taxpayer ID #: 11-6001935

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

**Approved as to Legality:**

**Christine Malafi**  
Suffolk County Attorney

By: \_\_\_\_\_

Samantha N. McEachin  
Assistant County Attorney

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

**County of Suffolk**

By: \_\_\_\_\_

Paul Sabatino II  
Chief Deputy County Executive

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

**Approved:**

**Department of Economic Development & Workforce Housing**

By: \_\_\_\_\_

Jim Morgo  
Commissioner

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

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**EXHIBIT B - PROGRAM PROJECT**

**OTHER EXHIBITS**

- I **Suffolk County Living Wage Requirements**  
 "Suffolk County Living Wage Requirements Exhibit As Last Revised by the Suffolk County Department of Labor on 5/12/04" ; Forms LW-1 & LW-38.
- II **Contractor's/Vendor's Public Disclosure Statement Form SCEX 22; rev. 3/30/04 (form consists of two pages; requires signature & notarization)**
- III **Union Organizing Certification/Declaration - Subject to Audit; rev. 6/05 Form LO1 (consists of 2 pages)**

## **EXHIBIT A**

**WHEREAS**, recent dramatic changes in the local economy and retail markets have plagued downtown business areas within Suffolk County; and

**WHEREAS**, the various downtown areas are experiencing disturbing levels of vacancies and generating concern about loss of business, property values, tax revenues, and pride in our downtowns; and

**WHEREAS**, a stated goal of Suffolk County is to support downtowns in order to preserve the active and successful communities as well as prevent those on the decline from becoming blighted; and

**WHEREAS**, in order for these efforts to succeed, they must be supported by all levels of government and, where possible, be funded by those governments; and

**WHEREAS**, this funding will be leveraged by the recipients to access additional funding sources and to support eventual projects that would otherwise not be possible; and

**WHEREAS**, the parties desire to establish a downtown revitalization project to enhance and improve those affected areas within Suffolk County; and

**NOW, THEREFORE**, in consideration of the covenants, promises and consent herein contained, the parties hereto agree as follows:

### **1. Purpose**

The Municipality, for the consideration herein provided, agrees to complete the Downtown Revitalization Program Project(s) (the "DRP Project(s)") described in Exhibit(s) B, which are attached to and made a part of this Agreement. The Municipality's agreement to complete the DRP Project(s) is subject to the provisions of paragraphs 14 and 15 of this Exhibit A. All references contained in this Agreement to Municipality shall be deemed to include the sub-recipient(s) shown on Exhibit(s) B.

### **2. Program Administration**

#### **(a) Authorization**

Notwithstanding any other provision of this Agreement, the Municipality must submit evidence, and the Department must certify, prior to any commitment of funds under this Agreement, that the Project(s) are in accordance with applicable regulations. Upon such certification, the Department will give notice authorizing the Municipality to begin the DRP Project(s).

#### **(b) Supervision**

It is agreed that the nature and extent of the DRP Project(s) undertaken pursuant to this Agreement shall be subject to general oversight by the County. The Municipality agrees to comply fully with rules, regulations, criteria, guidelines and expenditure controls heretofore adopted or to be adopted by the County.

#### **(c) Environmental Review Process**

The Municipality shall act as the lead agency with regard to any Project(s) to which the State Environmental Quality Review Act ("SEQRA") is applicable, shall maintain all applicable documentation and,

upon request, shall submit copies of any Environmental Assessment Forms, determinations, etc. to the Department.

**(d) Compliance with Law**

In rendering Services under this Agreement, the Municipality shall comply, and shall require its officers and directors, partners, trustees or other members of its governing body and personnel employed to render services under this Agreement to comply, with all applicable local, State and Federal laws, regulations, rulings and requirements of law, including without limitation Suffolk County local preference and other applicable Suffolk County local laws and resolutions of the Suffolk County Legislature.

**(e) Engineering Certificate**

The Municipality shall submit proof to or along with any plans, reports, specifications, permit or other applications, analyses or other engineering work required to be submitted to the Department for approval under this Agreement the Certificate(s) of Authorization, issued pursuant to § 7210 of the New York Education Law, of its consultants, subconsultants, subcontractors, and/or any other entity (including, but not limited to, Municipality and any of its subsidiaries, divisions, affiliates or an entity under the control of Municipality) performing all or part of the engineering services necessary hereunder. Failure to file, submit or maintain said Certificate(s) shall be grounds for rejection of any plans, reports, specifications, permit or other applications, analyses or other engineering work submitted for approval under the terms of this Agreement.

**3. Performance**

**(a)** The Municipality agrees to begin work on its DRP Project(s) within a reasonable time after the commencement of the term of this Agreement and will attempt to complete all DRP Project(s) within twenty-four (24) months of the effective date of this Agreement.

**(b)** If the Municipality's performance lags substantially behind the Municipality's proposed schedule of completion, the County may take the following actions either singularly or in combination:

- i. Require the Municipality to submit information to the County regarding the reasons for lack of performance and actions being taken to remove the causes for delay.
- ii. Require the Municipality to demonstrate to the County that the Municipality has the capacity to carry out DRP Project(s) in a timely manner.
- iii. Require the Municipality to submit to the County progress schedules for completing DRP Project(s).
- iv. Require the Municipality to suspend, discontinue or not incur costs for DRP Project(s).

**4. Term and Termination of Agreement**

**(a) Term**

This Agreement shall cover the period provided on the first page thereof, unless sooner terminated as provided below.

**(b) Termination by County in the Public Interest**

Notwithstanding anything herein to the contrary, in the event that the Commissioner of the Department (hereinafter, the "Commissioner"), or his/her designee, determines, in his/her sole discretion, that termination is in the best interests of the County, the County reserves the right to terminate this Agreement for any reason at any time. Such termination shall occur upon thirty (30) days notice of intent to terminate to the Contractor. Contractor shall have an opportunity for consultation with the Commissioner prior to termination.

**(c) Termination for Cause**

i. If the Contractor fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor becomes bankrupt or insolvent or falsifies its records or reports, or misuses its funds from whatever source, the County may terminate this Agreement in whole or with respect to any identifiable part of the program, effective immediately, or, at its option, effective at a later date specified in the notice of such termination to the Contractor.

ii. A failure to maintain the amount and types of insurance required by this Agreement may result in immediate termination of this Agreement, in the sole discretion of the Commissioner. No prior notice to cure and of intent to terminate shall be required.

iii. An emergency or other condition involving possible loss of life, threat to health and safety, destruction of property or other condition deemed to be dangerous, in the sole discretion of the Commissioner, may result in immediate termination of this Agreement, in whole or with respect to any identifiable part of the program, in the sole discretion of the Commissioner. In such event, no prior notice to cure and of intent to terminate shall be required.

iv. Failure to comply with federal, State or local laws, rules, regulations, or County policies or directives, may result in immediate termination of this Agreement, at the sole discretion of the Commissioner. In such event, no prior notice to cure and of intent to terminate shall be required.

v. A failure on the part of Contractor to observe any of the other terms and conditions of this Agreement on its part to be observed and performed, which failure persists after the expiration of twenty (20) days from the date the Commissioner gives notice to cure and of intent to terminate to the Contractor shall be deemed a breach of contract; provided, however, that if the matter which is the subject of the notice is of such a nature that it cannot reasonably be corrected within twenty (20) days, then no breach of contract shall have been deemed to have occurred if Contractor, before the expiration of the twenty-day period, diligently commences and prosecutes the same to completion. Soliciting bids, in good faith, for performance of corrective work shall be deemed commencement of such work within the purview hereof.

vi. The notice to cure and of intent to terminate shall call attention to the existence of the failure and particularize the claimed failure in reasonable detail. The notice shall also state the intended date of termination.

vii. After a breach of contract has occurred, the Commissioner or his/her designee, in his/her sole discretion, may terminate the Agreement. The Commissioner shall give written notice of such termination and the Agreement shall expire as fully and completely as if that date were the date herein originally fixed for the expiration of the term.

viii. Upon termination pursuant to the foregoing paragraph, Contractor acknowledges and agrees that it shall not be entitled nor shall it make a claim for lost profits or loss of anticipated earnings because of termination.

**(d) Notice of Termination**

i. Notice of termination must be in writing, signed by an authorized official, and sent to the other party by certified mail, or by messenger, and receipt shall be requested. Notice of termination shall be deemed delivered as of the date of its posting by certified mail or at the time it is delivered to the other party by messenger.

ii. Upon due notice of termination and as may be requested by the Department, the Contractor shall provide the County with any information, records, or reports that are within the purview of this Agreement, subject to any applicable provisions of law or regulations. The Contractor shall also relinquish title and possession of any furniture, fixtures, equipment, materials or supplies as specified in this Agreement.

iii. Upon receipt of a termination notice pursuant to the foregoing paragraph, the Contractor shall promptly discontinue all services affected unless otherwise directed by the notice of termination.

**(e) Payments upon Termination**

i. The County shall be released from any and all responsibilities and obligations arising from the Program covered by this Agreement, effective as of the date of termination, but the County shall be responsible for payment of all claims for services provided and costs incurred by the Contractor prior to termination of the Agreement, that are pursuant to, and after the Contractor's compliance with, the terms and conditions of this Agreement.

ii. Upon termination, the Contractor agrees to promptly reimburse to the County, by check payable to the Suffolk County Treasurer, the balance of any funds paid to the Contractor by the County. Upon termination, any funds paid to the Contractor by the County which were used by the Contractor in a manner that failed to comply with the terms and conditions of this Agreement must be promptly reimbursed. If there is no response or if satisfactory repayments are not made, the County may recoup such payments from any amounts due or becoming due to the Contractor from the County under this Agreement or otherwise. The provisions of this subparagraph shall survive the expiration or termination of the Agreement.

**(f) Termination By Contractor**

The Contractor may terminate this Agreement by giving not less than sixty (60) days prior written notice (or thirty (30) days' written notice if substantial breach of contract is involved) to the Department, specifying the reasons for termination and the effective date of termination.

## **5. Funding**

### **(a) Budget**

The Municipality represents and agrees that the Budget(s) included in Exhibit(s) B, include(s) all costs of materials, appliances, tools, labor, etc. needed by the Municipality to undertake the DRP Project(s).

### **(b) Limitations**

Said payment to the Municipality shall be for approved Project expenditures, not to exceed the Budget(s) in Exhibit(s) B. Payment under this Agreement shall not duplicate payment from any other source(s) for Municipality costs and services provided pursuant to this Agreement. The maximum amount to be paid by the County as set forth on the cover page of this Agreement shall constitute the full obligation of the County in connection with this Agreement and any matter arising therefrom.

### **(c) Payments of Expenditures**

The County agrees to pay the Municipality for actual costs incurred pursuant to this Agreement on receipt of claims submitted on a standard Suffolk County Payment Voucher in addition to any other form(s) required by the Department or the Department of Audit and Control, together with sufficient supporting data (e.g., copies of cancelled checks, paid receipts, contracts for sale of real property, certified payrolls), in accordance with the "Regulations for Accounting Procedures for Contract Agencies" promulgated by the Department of Audit and Control of Suffolk County and any amendments thereto during the term of this Agreement. All claims for payment are to be submitted within thirty (30) days after the close of the month in which the expenditure was made. Claims are subject to adjustments or audit by authorized personnel of the County.

### **(d) Advance Payments**

Upon written request of the Municipality, the County may authorize advances of funds in anticipation of actual expenditures not in excess of one-sixth (1/6th) of the undisbursed balance of the amount for any Project in the Budget in order to meet subcontractor expenses in a timely manner. Such requests shall be submitted by the Municipality, on a form specified by the Department. In the event that advances of funds are made, no further payments will be made until documentation satisfactory to the County is submitted verifying that the advanced funds were expended in accordance with this Agreement.

### **(e) Payment Schedule**

Payment of all vouchers shall be according to a payment schedule approved by the Department. Any funds advanced but not expended at the end of the term of this Agreement shall immediately be due and owing to the County.

### **(f) Final Report and Claim**

No later than two (2) months after the completion of each Project, unless otherwise directed by the Department, or upon the expiration or termination of this Agreement the Municipality shall submit a final report summarizing the completed Project(s), together with a final request for payment of all approved expenditures then remaining unpaid or documentation satisfactory to the County verifying that any advanced funds not previously documented under subparagraph (d) above or repaid pursuant to subparagraph (e) above were expended in accordance with this Agreement.

### **(g) Agreement Subject to Appropriation of Funds**

This Agreement is subject to the amount of funds appropriated and any subsequent modifications thereof by the Suffolk County Legislature, and no liability shall be incurred by the County under this Agree-

ment beyond the amount of funds appropriated by the Legislature for the program covered by this Agreement.

**(h) Post-Audit**

All payments made under this Agreement are subject to audit by the Suffolk County Comptroller pursuant to Article V of the Suffolk County Charter. The Municipality further agrees that the County Comptroller and the Department shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transactions or other records relating to services under this Agreement. If the Municipality fails to cooperate with an audit by the Comptroller, the County shall have the right to suspend or partially withhold payments under this Agreement or under any other agreement between the parties until such cooperation is forthcoming. If such an audit discloses overpayments by the County to the Municipality, within thirty (30) days after the issuance of an official audit report by the Comptroller or his duly designated representatives, the Municipality 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 Municipality from the County under this Agreement or otherwise. The provisions of this subparagraph shall survive the expiration or termination of the Agreement.

**6. Accounting and Audit Procedures**

(a) The Municipality agrees to maintain accounts, records, documents, and 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 Agreement in accordance with generally accepted accounting principles and any financial directives promulgated by the Department.

(b) All records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the Department or by the County Comptroller or his duly designated representatives only to verify that payments were properly made and to verify the nature and extent of costs of applicable services provided by Municipality. 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 Municipality agrees to retain all accounts, records and other documents relevant to this Agreement for seven (7) years after final payment. 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.

(d) A copy of any audit report concerning the DRP Project(s) shall be forwarded to the Suffolk County Comptroller for his review. Any such report shall be accompanied by a detailed written response to audit findings and recommendations by the Municipality outlining the plan of corrective action and timetable it intends to follow to correct audit deficiencies and to implement audit recommendations.

**7. Real Property**

(a) Real property acquired or improved in whole or in part using DRP funds that is within the control of the Municipality shall require the following actions:

- i. The timely notification of the County by the Municipality of any modification or change in the use of the real property from that planned at the time of acquisition or improvement including disposition;

- ii. Reimbursement of the County in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of non-DRP funds) of property acquired or improved with DRP funds that is sold or transferred for a use which does not qualify under the DRP regulations; and,
  - iii. Return of program income to the County generated from the disposition or transfer of property prior to or subsequent to the closeout, change of status or termination of this Agreement between the County and the Municipality.
- (b) The provisions of this paragraph shall survive the expiration or termination of this Agreement.

**8. County-Municipality Relationship**

It is expressly agreed that the Municipality's status hereunder is that of an independent Contractor. Neither the Municipality nor any person hired by the Municipality or any subrecipient or subcontractor shall be considered employees of the County for any purpose whatsoever.

**9. Gratuities**

The Municipality represents and warrants that it has not offered or given any gratuity to any official, employee or agent of Suffolk County or New York State or of any political party, with the purpose or intent of 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, and that the signer of this Agreement has read and is familiar with the provisions of Local Law No. 32-1980 of Suffolk County (Chapter 386 of the Suffolk County Code).

**10. Nondiscrimination**

**(a) Equal Employment Opportunity and Affirmative Action in Employment**

In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other County, State and Federal constitutional, statutory and administrative nondiscrimination provisions, the Municipality shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, age, disability, military status or marital status.

**(b) Nondiscrimination In Services**

- i. Furthermore, the Municipality, in providing services under this Agreement, shall not, on the grounds of race, creed, color, national origin, sex, sexual orientation, age, disability, military status or marital status:
  - A. Deny an individual any services or other benefits provided under the program;
  - B. Provide any services or other benefits to an individual which are different, or are provided in a different manner, from those provided to others under the program;
  - C. Subject an individual to segregation or separate treatment in any matter related to his/her receipt of any services or other benefits provided under the program;

- D. Restrict an individual in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any services or other benefits provided under the program;
- E. Treat an individual differently from others in determining whether or not the individual satisfies any eligibility or other requirements or conditions which individuals must meet in order to receive any aid, care, services, or other benefits provided under the program.

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

- A. The types of services or other benefits to be provided under the program, or
- B. The class of individuals to whom, or the situations in which, such services or other benefits will be provided under the program, or
- C. The class of individuals to be afforded an opportunity to participate in the program.

iii. The Municipality shall incorporate the foregoing requirements of this paragraph in all of its contracts for program work and will require all of its Contractors for such work to incorporate such requirements in all subcontracts for program work.

#### 11. Cooperation on Claims

The Municipality agrees to render diligently to the County any and all cooperation, without additional compensation, that may be required to defend the County against any claims, demand, or action that may be brought against the County in connection with this Agreement.

#### 12. Indemnification

The Contractor agrees that it shall protect, indemnify and hold harmless the County and its officers, officials, employees, contractors, agents and other persons from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and reasonable attorneys' fees, arising out of the acts or omissions or the negligence of the Contractor in connection with the services described or referred to in this Agreement. The Contractor shall defend the County and its officers, officials, employees, contractors, agents and other Persons in any suit, including appeals, or at the County's option, pay reasonable attorney's fees for defense of any such suit arising out of the acts or omissions or negligence of the Contractor, its officers, officials, employees, subcontractors or agents, if any, in connection with the services described or referred to in this Agreement.

#### 13. Insurance Provision

(a) The Contractor agrees to procure, pay the entire premium for and maintain throughout the term of this Agreement insurance in amounts and types specified by the County. The Contractor agrees to require that all if its contractors, in connection with work performed for the Contractor re-

lated to this Agreement, procure, pay the entire premium for and maintain throughout the term of this Agreement insurance in amounts and types equal to that specified by the County for the Contractor. Unless otherwise specified by the County and agreed to by the Contractor, in writing, such insurance will be 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.
  - (ii) **Automobile Liability** insurance (if any vehicles are used by the Contractor in the performance of this Agreement) 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 (\$100,000.00) for property damage per occurrence; and
  - (iii) **Worker's 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 this Agreement, 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, this Agreement shall be void and of no effect unless the Contractor shall provide and maintain coverage during the term of this Agreement for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
  - (iv) **Professional Liability/Errors and Omissions Insurance** in an amount not less than Two Million Dollars (\$2,000,000.00) on either a per occurrence or claims made coverage basis.
- (b) All policies providing such coverage shall be issued by insurance companies with an A.M. Best rating of A- or better.
- (c) The Contractor shall furnish to the County Declaration Pages for each such policy of insurance and upon request, 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 County of Suffolk shall be named as an additional insured and the Contractor shall furnish a Declaration Page and endorsement page evidencing the County's status as an additional insured on said policy.
- (d) All such Declaration Pages, certificates and other evidence of insurance shall provide for the County of Suffolk to be notified in writing thirty (30) days prior to any cancellation, non-renewal or material change in said policies. Such Declaration Pages, certificates, policies and other evidence of insurance and notices shall be mailed to the Department at its address set forth in the paragraph entitled "Notices and Contact Persons" or at such other address of which the County shall have given the Contractor notice in writing.

(e) In the event the Contractor shall fail to provide the Declaration Pages or certificates of insurance or to maintain any insurance required by this Agreement, the County may, but shall not be required to, obtain such policies and deduct the cost thereof from payments due to the Contractor under this Agreement or any other agreement between the County and the Contractor.

(f) If the Contractor is a town or other municipal corporation and has a self-insurance program under which it acts as a self-insurer for any of such required coverage, it may provide self-funded coverage and certificates or other evidence of such self-insurance in lieu of insurance issued by insurance companies.

(g) Any agreement between the Municipality and a third-party subrecipient shall include the above insurance requirements in a written agreement.

#### 14. Obligations of Municipality with Respect to Certain Third-Party Relationships

(a) The Municipality shall remain fully obligated under the provisions of this Agreement, notwithstanding its designation of any third party or parties for the undertaking of all or any part of the program for which assistance is being provided under this Agreement to the Municipality.

(b) Any agreement between the Municipality and a third-party subrecipient shall be in compliance with all applicable local laws, rules and regulations and shall include the following provisions in a written agreement:

- i. A description of each task to be undertaken by the subrecipient, a schedule for completing each task and a budget for each task, as set forth in the applicable Exhibit B to this Agreement.
- ii. Specification of records, reports and data to be maintained or submitted.
- iii. Compliance with all applicable State and local laws, precluding, but not limited to, environmental laws.
- iv. Indication that the agreement may be terminated for default, inability, or failure to perform.
- v. Requirement that any County funds on hand or accounts receivable at the time of termination shall be returned to the County.
- vi. Suffolk County Living Wage Requirements.
- vii. Provision that the agreement is subject to and incorporates by reference, all of the provisions of this Agreement.

#### 15. Assignment and Subcontracting

(a) The Municipality shall not assign, transfer, convey, sublet, or otherwise dispose of this Agreement, or any of its right, title or interest therein, or its power to execute this Agreement, or assign all or any portion of the monies that may be due or become due thereunder, to any other person or corporation, without the prior consent in writing of the County, and any attempt to do any of the foregoing without such consent shall be of no effect.

(b) The Municipality shall not enter into subcontracts for any of the work contemplated under this Agreement without obtaining prior written approval of the Department. Such subcontracts shall be subject to and incorporate by reference all of the provisions of this Agreement and such other conditions and provisions as the Department may deem necessary; provided, however, that notwithstanding the foregoing, such prior written approval shall not be required for the subcontracts shown on Exhibit(s) B attached hereto. The Municipality shall be responsible to the County for the performance of all obligations under this Agreement. No approval by the Department of any subcontract shall provide for the incurrence of any obligation by the County in addition to the agreed upon amount in the Budget.

**16. Merger Clause**

It is understood that this Agreement represents the entire agreement of the parties hereto; that all previous understandings are merged herein; and that no modifications hereof shall be valid unless written evidence thereof shall be executed by the party to be charged.

**17. No Oral Changes**

No modification of this Agreement shall be valid unless written in the form of an Addendum or Amendment signed by both parties.

**18. Severability**

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

**19. Living Wage Law**

This Agreement 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 this Agreement and to seek other remedies as set forth therein, for violations of this Law.

The Contractor represents and warrants that it has read and is familiar with the requirements of Section 6 of Chapter 347 of the Suffolk County Local Law No. 12-2001, the Living Wage Law. Suffolk County Local Laws, Rules and Regulations can be found on the Suffolk County web site at [www.co.suffolk.ny.us](http://www.co.suffolk.ny.us) Click on "Laws of Suffolk County" under "Suffolk County Links".

## 20. Child Sexual Abuse Reporting Policy

The Contractor has read and agrees to comply with Chapter 577, Article IV, 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 this Agreement with regard to child sexual abuse reporting policy. Suffolk County Local Laws, Rules and Regulations can be found on the Suffolk County web site at [www.co.suffolk.ny.us](http://www.co.suffolk.ny.us) Click on "Laws of Suffolk County" under "Suffolk County Links".

## 21. Public Disclosure

The Consultant represents and warrants that Consultant has filed with the Comptroller of Suffolk County the verified public disclosure statement required by Suffolk County Administrative Code Section A5-7 and shall file an update of such statement with the said Comptroller on or before the 31st day of January in each year of this Agreement's duration. The Consultant 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 this Agreement, 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 Agreement.

## 22. 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 fiscal year in which the Contractor has received, or will receive, \$300,000 or more from the County, whether under this Agreement or otherwise, and shall submit a report 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 (RFPs) 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 (GAGAS). 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) Furthermore, if 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 period within which it receives funding under this Agreement ("fiscal year"), 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 just referred to.

(e) The Contractor must submit a statement in writing, certified by its chief financial officer, which states the amount of Federal funding expended by the Contractor during such fiscal year. The Contractor must mail or deliver the certified statement to the Department and to 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 should 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 (if applicable) and other audit reports, if required, must be transmitted to the Department and to the Executive Director of Auditing Services at the address just set forth. 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 period to which the audit relates.

(g) These requirements do not preclude the Department or the Suffolk County Comptroller or their authorized representatives or Federal or State auditors from auditing the records of the Contractor. Therefore, the records of the Contractor must be made available to authorized representatives of Federal, State or County government for that purpose.

The provisions of the foregoing subparagraphs (a) through (g) of this paragraph shall survive the expiration or termination of this Agreement.

### **23. Certification**

The parties to this Agreement hereby certify that, other than the funds provided in this Agreement and other valid Agreements with the County, there is no known relationship within the third degree of consanguinity, life partner or business, commercial, economic, or financial relationship between the parties, the signatories to this Agreement, and any partners, members, directors, or shareholders of five percent (5%) (or more) of any party to this Agreement.

### **24. Civil Actions**

The Contractor represents that it shall not use any of the moneys received under this Agreement, either directly or indirectly, in connection with the prosecution of any civil action against the County of Suffolk or any of its programs, funded by the County, in part or in whole, in any jurisdiction or any judicial or administrative forum.

### **25. 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, for the purposes of set-off, any moneys due to the Contractor under this contract up to any amounts due and owing to the County with regard to this contract and/or any other contract with any County department or agency, including any contract for a term

commencing prior to the term of this contract, plus any amounts due and owing to the County for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The County shall exercise its set-off rights in accordance with normal County practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the County agency, its representatives, or the County Comptroller, and only after legal consultation with the County Attorney.

## 26. Affirmative Action Requirements

The Municipality shall comply with the following requirements of the Suffolk County Affirmative Action Plan:

### (a) Required Provisions

1) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, sexual orientation, age, disability, military status or marital status, and will undertake or continue existing programs of affirmative action to ensure that women and minority group members are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

2) The Contractor shall require each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, sexual orientation, age, disability, military status or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

3) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the Suffolk County contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, sexual orientation, age, disability, military status or marital status.

4) The Contractor shall include the provisions of sections "1", "2" and "3" in every subcontract, in such a manner that the provisions will be binding upon each subcontractor for all work in connection with the Suffolk County contract.

5) The Contractor shall use all good faith efforts to implement the Suffolk County Women and Minority owned business enterprise program and to solicit active participation by enterprises identified in the "Suffolk County Women/Minority Business Enterprise Directory" ("County W/MBE Directory") as certified women and minority-owned business enterprises.

6) All Suffolk County contracts and all documents soliciting requests for proposals or bids for Suffolk County contracts shall contain or make reference to the following definitions:

i. **Women-owned business enterprise:** A business enterprise, including a sole pro-

prietorship, partnership or corporation that is:

- a. At least fifty-one percent owned by one or more citizens or permanent resident aliens who are women;
- b. An enterprise in which the ownership interest of such women is real, substantial and continuing;
- c. An enterprise in which such women ownership has and exercises the authority to control and operate, independently, the day-to-day business decisions of the enterprise; and
- d. An enterprise authorized to do business in New York State and which is independently owned and operated.

**ii. Minority-owned business enterprise:** A business-enterprise, including a sole proprietorship, partnership or corporation that is:

- a. At least fifty-one per cent owned by one or more minority group members;
- b. An enterprise in which such minority ownership is real, substantial and continuing;
- c. An enterprise in which such minority ownership has and exercises the authority to control and operate, independently, the day-to-day business decisions of the enterprise; and
- d. An enterprise authorized to do business in New York State and is independently owned and operated.

**iii. Minority group member:** A United States citizen or permanent resident alien who is and can demonstrate membership in one of the following groups:

- a. Black persons having origins in any of the Black African racial groups;
- b. Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American descent of either Indian or Hispanic origin, regardless of race;
- c. Native American persons having origins in any of the original peoples of North America;
- d. Asian and Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian subcontinent or the Pacific Islands.

**iv. Utilization Plan:** A plan prepared by a Contractor and submitted in connection with a proposed Suffolk County contract and shall indicate what measures and procedures the Contractor intends to take to utilize women/minority business enterprises for the

project which is the subject of the bid proposal.

v. **Contractor:** An individual, a business enterprise including a sole proprietorship, a partnership, a corporation, a not-for-profit corporation, or any other party to a County contract, or a bidder in conjunction with the award of a County contract or a proposed party to a County contract for the purchase of services or goods;

vi. **Contract:** A written agreement or purchase order instrument, or amendment thereto, whereby a County agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County agency, or a written agreement whereby a County agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon;

vii. **Subcontract:** An agreement providing for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon or services between a Contractor and any individual or business enterprise, including a sole proprietorship, partnership, corporation, or not-for-profit corporation, in which a portion of a Contractor's obligation under a County contract is undertaken or assumed, but shall not include any construction, demolition, replacement, major repair, renovation, planning or design or real property or improvements thereon or services for the beneficial use of the Contractor.

7) The Contractor shall be required to acknowledge that after bid opening and prior to contract award, such Contractor will be required to submit a "Detailed Utilization Plan" ("Utilization Plan").

8) The Contractor's Utilization Plan shall include, but not be limited to:

i. identification of the certified women or minority owned business enterprises that have committed to perform work in connection with the proposed Suffolk County contract as well as any such enterprises which the Contractor intends to use in connection with the Contractor's performance of the proposed Suffolk County contract;

ii. whether the Contractor has advertised in general circulation media, trade association publications, and women-focus and minority-focus media and if so, the names of such media and publications and the dates of the advertisements;

iii. whether certified women/minority businesses which have been solicited by the Contractor have responded in a timely fashion to the Contractor's requests for proposal or solicitations for timely competitive bid quotations;

iv. whether there has been written notification to appropriate certified women/minority businesses that appear in the County W/MBE Directory or State Directory if applicable;

- v. a description of the contract scope of work which, the Contractor intends to structure to increase the participation by certified women and minority-owned business enterprises on the Suffolk County contract;
- vi. the estimated or, if known, actual dollar amounts to be paid to certified women and minority-owned enterprises and the performance dates of each component of the Suffolk County contract which the Contractor intends to be performed by a certified W/MBE; and
- vii. documentation of the Contractor's actual utilization of women/minority business enterprises during the previous year.

9) If selected as the lowest responsible bidder, the Contractor shall submit periodic reports relating to the operation and implementation of the submitted utilization plan, including a final report at the end of the contract term. A Contractor compliance report shall include, but not be limited to:

- i. the name, address and telephone number of each certified women and minority owned business enterprise the Contractor is using or intends to use to comply with the utilization plan;
- ii. a brief description of the contract scope of work to be performed for the Contractor by each certified women and minority-owned business enterprise and the scheduled dates for performance;
- iii. a statement of whether the Contractor or has a written agreement with each certified women and minority-owned business enterprise and, if requested, copies of such agreements;
- iv. the actual total cost of the contract scope of work to be performed by each certified women and minority-owned business enterprise for the contract; and
- v. documentation of the actual amounts of any payments made by the Contractor to each certified women and minority-owned business enterprise as of the submission date of the compliance report.

10) In the event of the Contractor's noncompliance with the non-discrimination clauses and W/MBE requirements of any County contract such contract may be cancelled, terminated or suspended in whole or in part.

**(b) Informal Administrative Review**

1) Failure to comply with the terms of this W/MBE program shall be a factor in determining whether a Contractor is the lowest responsible bidder. Upon request, a Contractor who is not awarded a contract may be notified of the grounds for the non-award of the contract.

2) Failure to comply with the nondiscrimination clauses and W/MBE requirements of any County contract shall be a factor in determining whether a Contractor is in default of such contract. Upon request, a Contractor who is declared in default of a contract may be notified of the grounds for notice of default on such contract.

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

The Contractor represents that it is in compliance with Suffolk County Local Law No. 20-2004, entitled "A Local Law To Amend Local Law No. 5-1993, To Prohibit The County of Suffolk From Contracting With Corporations That Reincorporate Overseas." 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.

**28. Force Majeure**

Neither party shall be held responsible for any delay or failure in performance hereunder to the extent such delay or failure is caused by fire, flood, explosion, war, strike, embargo, civil or military authority, act of God, act or omission of carriers, power failure or similar causes beyond its control ("force majeure conditions"). If any force majeure condition occurs, the party delayed or unable to perform shall give immediate notice to the other party.

**29. Use of County Resources to Interfere with Collective Bargaining Activities  
Local Law No. 26-2003**

The Contractor represents and warrants that it has read and is familiar with the requirements of Article 1, Chapter 466 of the Suffolk County Local Laws, "Use of County Resources to Interfere with Collective Bargaining Activities". County Contractors (as defined) shall comply with all requirements of Local Law No. 26-2003 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 County of Suffolk 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 Contractor services are performed on County property the Contractor must adopt a reasonable access agreement, a neutrality agreement, fair communication agreement, nonintimidation agreement and a majority authorization card agreement.

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

Under the provisions of Local Law No. 26-2003, the County shall have the authority, under appropriate circumstances, to terminate this Agreement and to seek other remedies as set forth therein, for violations of this Law.

### **30. Environmental Preservation**

In conducting its activities hereunder, the Contractor shall reasonably preserve and avoid damage to and destruction of natural, historic or cultural features, including, but not limited to, rare plants, habitats, trees, shrubs and other vegetation.

### **31. Hazardous Materials**

The Contractor shall not generate, treat, release, store, discharge, dispose of, transport, recycle, use, reuse or handle hazardous substances or hazardous waste on the premises without prior written permission of the Department.

### **32. Furniture, Fixtures, Equipment, Materials, Supplies**

#### **(a) Purchases, Etc. Requiring Prior Approval**

Prior to placing any order to purchase, rent or lease any furniture, fixtures, or equipment (i) valued in excess of three hundred dollars (\$300.00) per unit, or (ii) included but not itemized in the Budget, 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, extended 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 unless specifically described otherwise in the Budget.

#### **(b) Purchase Practices**

The Contractor agrees to 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. The County reserves the right to purchase or obtain for the Contractor furniture, fixtures, equipment, materials or supplies which shall be in accordance with the programmatic needs of this Agreement. 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 Program and entrusted to the Contractor shall remain in the County, and the Contractor shall attach labels indicated the County's ownership if the County has not done so.

**(c) Proprietary Interest of County**

The County shall retain a proprietary interest in all furniture, removable fixtures, equipment, materials or supplies purchased or obtained by the Contractor and paid for or reimbursed to the Contractor pursuant to the terms of this Agreement or any prior agreement. Upon the termination of this Agreement, or of any renewal thereof, the discontinuance of the business of the Contractor, the failure of the Contractor to comply with the terms of this Agreement, 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, the County shall have the right to take title to and possession of all such furniture, removable fixtures, equipment, materials and supplies, and the same shall thereupon become the property of the County without any claim for reimbursement on the part of the Contractor. As directed by the County, the Contractor shall attach identifying labels on all furniture, removable fixtures and equipment indicating the proprietary interest of the County.

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

**(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 the Program covered by this Agreement or by any renewal hereof, 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.

### **33. 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 agrees to submit to the Department, on request, any lease and/or rental agreement that the Contractor has entered into for space, furniture, fixtures or equipment for the program and, in advance, any such new or renewal lease or agreement during the term of this Agreement, accompanied (in the case of a lease of space) by a detailed layout of the premises, which indicates the space that is to be occupied by the County funded program.

### **34. Loan Approval**

The Contractor agrees that, in the event that the County provides funding (under this Agreement and otherwise) exceeding in the aggregate 20 percent of the Contractor's total funding for all of its operations from all sources, then the Contractor must secure the prior approval of the County for any loan in excess of \$5,000.00.

### **35. Statement of Other Contracts**

The Contractor has attached, and in the event of any change, will attach to any extension agreement/amendment of this Agreement, a Statement of Other Contracts in the form annexed to this Agreement. The Contractor represents and warrants that any such Statement of Other Contracts is and will be a complete list of all other contracts (i) which are currently in effect or (ii) which have expired within the past 12 months and have not been renewed, and under which funds have been, are being or will be received by the Contractor from any department or agency of the County, the United States of America, the State of New York or other municipalities or organizations.

### **36. Offset of Arrears or Default**

The Contractor warrants that it is not, and shall not be during the term of this Agreement, in arrears to the County for taxes or upon debt or contract and is not, and shall not be during the term of this Agreement, in default as surety, contractor or otherwise on any obligation to the County, and the Contractor agrees that the County may withhold the amount of any such arrearage or default from amounts payable to the Contractor under this Agreement.

### **37. Work Experience Participation**

If the Contractor is a nonprofit or governmental agency or institution, each of the Contractor's locations in Suffolk County at which services are provided under this Agreement 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 this Agreement. 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 this Agreement, the Contractor, if it is a non-profit or governmental agency or institution, shall enter into such MOU as soon as possible after the execution of this Agreement 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 this Agreement, for which the County may withhold payment, terminate this Agreement or exercise such other remedies as may be appropriate in the circumstances.

### 38. Promotions and Advertisements

If publicity is provided for the program, it is the responsibility of the Contractor to have an identifying logo on any printed material and on all brochures, flyers, and advertisements (including without limitation television graphics) as follows:

*Full or Partial Funding Provided by the Suffolk County Department of Economic Development and Workforce Housing.*

*Any announcements of the Program on radio or television must identify funding in the same manner.*

### 39. Publications, Copyrights and Patents

(a) The Contractor shall not issue or publish any book, article, announcement, report or other publication relating to the subject program without prior written permission from the County. Any such publication shall bear a statement acknowledging the cooperation and /or funding by the County of Suffolk-Steve Levy, County Executive.

(b) If the work of the Contractor under this Agreement 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 municipality or government agency or body designated by the County, a royalty-free, nonexclusive license to produce, reproduce, publish, translate or otherwise use any such materials.

### 40. Addresses for Notices, Claims and Reports

#### a. Notices, Relating to Payments, Reports or Other Submissions.

Any communication, notice, claim for payment, report, or other submission necessary or required to be made by the parties regarding this Agreement 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 address that may be specified in writing by the parties and must be delivered as follows:

**For the Department:**

***By Registered or Certified Mail in Postpaid Envelope or by  
Nationally Recognized Courier Service***

Suffolk County Department of Economic Development and Workforce Housing)  
H. Lee Dennison Bldg.  
100 Veteran's Memorial Highway  
2<sup>nd</sup> Floor  
Hauppauge, NY 11788.  
Att. Jim Morgo, Commissioner

and

**For the Contractor:**

*By Registered or Certified Mail in Postpaid Envelope or by  
Nationally Recognized Courier Service*

At the address set forth on page one of this Agreement, attention of the person who executed this Agreement or such other designee as the parties may agree in writing.

**b. Notices Relating to Insurance**

Any communication, notice or other submission regarding insurance requirements under this Agreement 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:

**For the Department:**

*By Registered or Certified Mail in Postpaid Envelope or by  
Nationally Recognized Courier Service*

Suffolk County Department of Economic Development and Workforce Housing)  
H. Lee Dennison Bldg.  
100 Veteran's Memorial Highway  
2<sup>nd</sup> Floor  
Hauppauge, NY 11788.  
Att. Jim Morgo, Commissioner

and

Christine Malafi, County Attorney

Suffolk County Department of Law  
H. Lee Dennison Building  
100 Veterans Memorial Highway  
Hauppauge, New York 11788

and

**For the Contractor:**

*By Registered or Certified Mail in Postpaid Envelope or by  
Nationally Recognized Courier Service*

At the address set forth on page one of this Agreement, attention of the person who executed this Agreement or such other designee as the parties may agree in writing.

**c. Notices Relating to Indemnification and Termination**

Any communication or notice regarding indemnification or 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:

**For the County:**

*By Registered or Certified Mail in Postpaid Envelope or by  
Nationally Recognized Courier Service*

Suffolk County Department of Economic Development and Workforce Housing)  
H. Lee Dennison Bldg.  
100 Veteran's Memorial Highway  
2<sup>nd</sup> Floor  
Hauppauge, NY 11788.  
Att. Jim Morgo, Commissioner

and

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

and

**For the Contractor:**

***By Registered or Certified Mail in Postpaid Envelope or by  
Nationally Recognized Courier Service***

At the address set forth on page one of this Agreement, attention of the person who executed this Agreement or such other designee as the parties may agree in writing.

- (b) Notices sent under paragraphs a, b, and, c above shall be deemed to have been duly given (i) if mailed by registered or certified mail, 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.
- (c) 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).
- d. **Notices Relating to Litigation**

i. Any notice by either party to the other with respect to the commencement of any lawsuit or legal proceeding against the other, shall be effected pursuant to and governed by the New York State Civil Practice Law and Rules or the Federal Rules of Civil Procedure, as applicable.

ii. In the event the Contractor 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 Agreement, the Contractor shall immediately forward to the County Attorney, at the addresses set forth in subparagraph b above, copies of all papers filed by or against the Contractor. Notices shall be as provided in paragraph (c) above.

**- End of Text of Exhibit A -**

April 18, 2006

# Adopted

TOWN OF RIVERHEAD

Resolution # 367

COUNCILMAN DENSIESKI offered the following resolution, which was seconded by  
COUNCILMAN DUNLEAVY

AUTHORIZES THE SUPERVISOR TO EXECUTE AN AGREEMENT

WITH THE COUNTY OF SUFFOLK (YOUTH BUREAU)

**WHEREAS**, the Riverhead Town Board and the County of Suffolk desire to make available a Youth Development Delinquency Program in the Town of Riverhead.

**NOW, THEREFORE BE IT RESOLVED**, that the Supervisor be and hereby is authorized to enter into and execute an agreement between the County of Suffolk and the Town of Riverhead to make available a Youth Development Delinquency program in the Town of Riverhead; and

**BE IT FURTHER RESOLVED**, that the Town Clerk be and hereby is directed to forward a certified copy of this resolution to: the Riverhead Juvenile Aid Bureau, and the Office of Accounting.

DUNLEAVY  YES \_\_\_ NO    BARTUNEK  YES \_\_\_ NO

BLASS  YES \_\_\_ NO    DENSIESKI  YES \_\_\_ NO

CARDINALE  YES \_\_\_ NO

THIS RESOLUTION  IS \_\_\_ IS NOT

DECLARED DULY ADOPTED

### AGREEMENT

This Agreement is between the County of Suffolk (County), a municipal corporation of the State of New York, having its principal office at the County Center, Riverhead, New York 11901, acting through its duly constituted Youth Bureau (Youth Bureau), located at H. Lee Dennison Building - 3rd Floor 100 Veterans Memorial Highway, Hauppauge, New York (Mailing address: Box 6100, Hauppauge New York 11788-0099), and Town of Riverhead - Police Athletic League (Contractor), a New York not-for-profit corporation, having its principal place of business at 210 Howell Avenue, Riverhead, New York 11901.

The parties hereto desire to make a Youth Development Delinquency Prevention Program available to the County, and sufficient funding exists in the 2006 Suffolk County Operating Budget.

<b>Term of Agreement:</b>	Shall be from January 1, 2006 through December 31, 2006, with two (1) one-year extensions at the County's option.
<b>State Aid Percentage: 0%</b>	<b>Percentage of Advance: 0%</b>
<b>Total Cost of Agreement:</b>	Shall not exceed \$1,000 for the initial Budget Period.
<b>Terms and Conditions:</b>	Shall be as set forth in Exhibits A, B and C.

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

**Town of Riverhead - Police Athletic League**

**County of Suffolk**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Fed. Taxpayer ID # \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Paul Sabatino II  
Chief Deputy County Executive  
Date: \_\_\_\_\_

**Approved As To Legality:**

**Approved:  
Youth Bureau**

**Christine Malafi  
Suffolk County Attorney**

\_\_\_\_\_  
Jeannette Santos  
Executive Director

By: \_\_\_\_\_  
Patricia Jordan  
Assistant County Attorney  
Date: \_\_\_\_\_

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

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**Exhibit B**

Contractor Services or Program

**Exhibit C**

Budget

## Exhibit A

### General Terms and Conditions

#### 1. Contractor Responsibilities

##### (a) Services

The Contractor shall perform such services as may be necessary to accomplish the work required to be performed under and in accordance with this Agreement, as more particularly provided in Exhibit B (the "Services" or the "Program") attached hereto and made a part hereof.

##### (b) Qualifications and Licenses

The Contractor specifically represents and warrants that it has and shall possess, and that, to the extent applicable, its employees, agents and subcontractors have and shall possess, the required education, knowledge, experience and character necessary to qualify them individually for the particular duties they perform and that the Contractor has and shall have, and, to the extent applicable, its employees, agents and subcontractors have and shall have, all required authorization(s), certificate(s), certification(s), registration(s), license(s), permit(s) or other approval(s) required by State, County or local authorities for the Services (hereinafter called "License"). The Contractor shall immediately notify the Youth Bureau in writing of any disciplinary proceedings against the holder of any License by the New York State Department of Education or the New York State Department of Health or other issuer of a License. In the event that the Contractor or such other holder of a License is no longer licensed for any one or more of the Services, the Contractor must immediately so notify the Youth Bureau. It is understood that the Contractor shall not be reimbursed for any Services rendered after the effective date of termination of such License. The remainder of this Agreement, or its application to persons or circumstances other than those as to which said License has been terminated, shall not be affected thereby, and every other term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

##### (c) County Review

It is agreed that the nature and extent of the services provided pursuant to this Agreement shall be subject to the general supervision of the County and that the Youth Bureau, through its duly authorized representatives, has the right to monitor and evaluate the program. The Youth Bureau shall be the sole arbiter as to what constitutes acceptable performance in meeting the aforementioned responsibilities.

##### (d) Compliance with Law

In rendering Services under this Agreement, the Contractor shall comply, and shall require its officers and directors, partners, trustees or other members of its governing body and personnel employed to render Services under this Agreement to comply, with all applicable local, State and Federal laws, regulations, rulings and requirements of law, including without limitation Suffolk County local preference and other applicable Suffolk County local laws and resolutions of the Suffolk County Legislature.

#### 2. Term and Termination of Agreement

##### (a) Term

This Agreement shall cover the period provided on the first page thereof, unless sooner terminated as provided below.

**(b) Termination by County in the Public Interest**

Notwithstanding anything herein to the contrary, in the event that the Youth Bureau Director (hereinafter, the "Director") or his/her designee, determines, in his/her sole discretion, that termination is in the best interests of the County, the County reserves the right to terminate this Agreement for any reason at any time. Such termination shall occur upon thirty (30) days notice of intent to terminate to the Contractor. Contractor shall have an opportunity for consultation with the Director prior to termination.

**(c) Termination for Cause**

i. If the Contractor fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor becomes bankrupt or insolvent or falsifies its records or reports, or misuses its funds from whatever source, the County may terminate this Agreement in whole or with respect to any identifiable part of the program, effective immediately, or, at its option, effective at a later date specified in the notice of such termination to the Contractor.

ii. A failure to maintain the amount and types of insurance required by this Agreement may result in immediate termination of this Agreement, in the sole discretion of the Director. No prior notice to cure and of intent to terminate shall be required.

iii. An emergency or other condition involving possible loss of life, threat to health and safety, destruction of property or other condition deemed to be dangerous, in the sole discretion of the Director, may result in immediate termination of this Agreement, in whole or with respect to any identifiable part of the program, in the sole discretion of the Director. In such event, no prior notice to cure and of intent to terminate shall be required.

iv. Failure to comply with federal, State or local laws, rules, regulations, or County policies or directives, may result in immediate termination of this Agreement, at the sole discretion of the Director. In such event, no prior notice to cure and of intent to terminate shall be required.

v. Failure to comply with any of the provisions of this Agreement. In such event, upon the expiration of five (5) days from the date a written notice to cure and notice of intent to terminate is given to the Contractor and the default has not been cured, the County may terminate this Agreement upon five (5) additional days written notice at the sole discretion of the Director.

vi. Upon termination pursuant to the foregoing paragraphs, Contractor acknowledges and agrees that it shall not be entitled nor shall it make a claim for lost profits or loss of anticipated earnings because of termination.

**(d) Notice of Termination**

i. All notices herein shall be in writing and shall comply with the Paragraph entitled, "Notices and Contact Persons." The notice to cure and notice of intent to terminate shall call atten-

tion to the existence of the failure and particularize the claimed failure in reasonable detail. The notice shall also state the intended date of termination.

ii. Upon due notice of termination and as may be requested by the Youth Bureau, the Contractor shall provide the County with any information, records, or reports that are within the purview of this Agreement, subject to any applicable provisions of law or regulations. The Contractor shall also relinquish title and possession of any furniture, fixtures, equipment, materials or supplies as specified in this Agreement.

iii. Upon receipt of a termination notice pursuant to the foregoing paragraph, the Contractor shall promptly discontinue all services affected unless otherwise directed by the notice of termination.

**(e) Payments upon Termination**

i. The County shall be released from any and all responsibilities and obligations arising from the Program covered by this Agreement, effective as of the date of termination, but the County shall be responsible for payment of all claims for services provided and costs incurred by the Contractor prior to termination of the Agreement, that are pursuant to, and after the Contractor's compliance with, the terms and conditions of this Agreement.

ii. Upon termination, the Contractor agrees to promptly reimburse to the County, by check payable to the Suffolk County Treasurer, the balance of any funds paid to the Contractor by the County. Upon termination, any funds paid to the Contractor by the County which were used by the Contractor in a manner that failed to comply with the terms and conditions of this Agreement must be promptly reimbursed. If there is no response or if satisfactory repayments are not made, the County may recoup such payments from any amounts due or becoming due to the Contractor from the County under this Agreement or otherwise. The provisions of this subparagraph shall survive the expiration or termination of the Agreement.

**(f) Termination By Contractor**

The Contractor may terminate this Agreement by giving not less than sixty (60) days prior written notice to the Youth Bureau, specifying the reasons for termination and the effective date of termination.

**3. Payment for Services**

**(a) Limit of County's Obligations**

The maximum amount to be paid by the County as set forth on the cover page of this Agreement shall constitute the full obligation of the County in connection with this Agreement and any matter arising therefrom.

**(b) Budget; Expenditure Limitations**

The budget, designated Exhibit C (attached hereto and made a part hereof), and any subsequent, amended or modified budget, all of which are hereby made part of this Agreement and each of which is herein referred to as the "Budget", lists and shall list all personnel and all other costs of services to be ren-

dered by the Contractor under this Agreement, less revenue and other offsets, if any, for the period of time to which it relates (the "Budget Period"), and the net amount of each Budget shall not exceed the applicable Total Cost of Agreement specified on the cover page of this Agreement or on the cover page of the applicable amendment/extension agreement, representing the total net operating cost to the County of the Program for the Budget Period. Any changes in the total Budget amount shall require an amendment to this Agreement signed by the parties. Other Budget changes require a written request in advance by the Contractor to the Youth Bureau on forms prescribed by the County and after receipt by the Contractor of signed approval on said forms by the Director of the Youth Bureau or her designee and by the County's Budget Office. The Contractor agrees that its expenditures shall conform to applicable provisions of the State and Local Finance Laws and customary prevailing governmental practices and standards.

**(c) Submission of Claims; Monthly Reports**

The Contractor shall prepare and present claim forms supplied by the County within twenty (20) days after the close of the month in which the expenditure was made. Eligible expenses incurred on or after the commencement date, but prior to acceptance of this Agreement, shall be submitted within twenty (20) days after this Agreement becomes binding on all parties. All claims and forms must be signed in ink by duly authorized persons, and certification of such authorization with certified specimen signatures thereon must be filed with the Youth Bureau by a Contractor official empowered to sign this Agreement. Claims shall be documented by sufficient, competent and evidential matter. The Contractor shall submit monthly statistical and activity reports along with monthly vouchers for reimbursement of expenditures. Should these reports not be submitted as requested, the County reserves the right to delay processing claims until such reports are received.

**(d) Payment of Claims**

In consideration of the Contractor's compliance with all of the requirements of this Agreement that should have been performed by it at the time of claim submission, the County shall pay the Contractor monthly for services provided and costs incurred pursuant to this Agreement upon receipt of monthly claim in such form as prescribed by the County and after audit and approval by the County, not to exceed in the aggregate the Total Cost of Agreement for any Budget Period on the cover page of this Agreement or any amendment/extension thereof, to be paid in accordance with the Budget upon presentation by the Contractor of monthly claims, accompanied by appropriate reports and documentation providing acceptable evidence in support of said services and costs, in such form as prescribed by the County and after audit and approval by the County. Payments by the County for Contractor expenditures shall be made only for services actually performed and for reimbursements only of actual cash expenditures made prior to the date of claim submission. No claims shall be payable until the Contractor complies with all requirements in this Agreement that should have been complied with on or before submission of such claims and also submits evaluative and such other data in the manner and form as shall be required and accepted by the Youth Bureau, County, State or Federal Government. Payment under this Agreement shall not duplicate payment from any other source(s) for Contractor costs and services provided pursuant to this Agreement. All claims shall be subject to any adjustment that an audit by authorized personnel of the Youth Bureau, County, or State may indicate is appropriate. Payment by the County shall be made within thirty (30) days after approval by the Comptroller of the County of Suffolk.

**(e) Advance Payment Schedule (If Applicable)**

Notwithstanding the foregoing provisions, if a Schedule of Payments is annexed to the Budget, an amount equal to the Percentage of Advancement of the Total Cost of Agreement as set forth on the cover page of this Agreement or of any amendment/extension thereof shall be advanced to the Contractor for

guarantees of availability of services and as consideration, and shall be recouped, as provided in the Schedule of Payments and in the subparagraph below headed, "Final Voucher".

**(f) Final Voucher**

Upon termination or expiration of this Agreement, or prior to the payment of reimbursement for actual expenses of the last month of the Budget Period, or prior to any payment for a subsequent Budget Period or under a subsequent agreement between the parties, a determination shall be made of the total amount of the payments (initial advance plus reimbursements, net of recoupments of advance) made during the Budget Period and the total amount of the allowable expenditures (net of program income or other deductions) incurred during the same Budget Period. The determination shall result in one of the following:

- (i) If the Contractor's total net expenses are greater than the total amount of the payments made during the Budget Period, the claim form will be processed for the balance due the Contractor.
- (ii) If the Contractor's total net expenses are less than the total amount of the payments made during the Budget Period, the Contractor shall prepare a check payable to the order of the Suffolk County Treasurer for the difference between the two amounts and promptly deliver such check to the County with a claim form (standard Suffolk County Payment Voucher) describing the repayment.

**(g) Level of Service**

The Contractor agrees that where a minimum level of service is not provided as set forth in Exhibit B, the Youth Bureau may require the reduction of Contractor staff and costs or terminate this Agreement after giving notice in accordance with the provisions headed, "Termination", of this Exhibit A.

**(h) Payments Not To Exceed Net Expenditures**

The Contractor agrees that if, for any reason whatsoever, the Contractor shall spend during any Budget Period for the purposes set forth in this Agreement an amount less than, or receive amounts more than, provided in the Budget, the total County payment for the Budget Period under this Agreement shall be reduced to the net amount of approved actual Contractor expenditures made for such purposes, and that the total amount to be paid by the County for the Budget Period shall not exceed the lesser of (i) approved actual net expenditures or (ii) the Total Cost of the Agreement on the cover page and in the Budget. Amounts not spent in any Budget Period shall not be carried over into any subsequent Budget Period.

**(i) Salaries**

Salary reimbursement shall be **exclusive of and separate from** employee share of withholding taxes. Withholding taxes are reimbursable only upon proof of deposit or payment to the Federal/State governments.

**(j) Actual Fringe Benefit Costs**

Fringe benefits claims should be based on actual costs. However if the Contractor pays some or all fringe benefits on a quarterly, semiannual or annual basis, it may make monthly claims for such fringe benefits based on an estimated percentage of each eligible individual's salary, except that the claim submitted for the last month of each Budget Period must include an adjustment for fringe benefit expense changing it from estimated to actual cost, or the Contractor may include such adjustment in its supplementary claim submitted not more than fifty (50) days after the end of the Budget Period. If such adjustment is not submitted

ted with the claim for the last month of the Budget Period, the Youth Bureau may place such claim in reserve pending receipt and audit of the fringe benefit adjustment claim. The County may recoup any overpayment from any subsequent claim, or the Contractor shall promptly repay to the County any overpayment on demand. Furthermore, the Contractor agrees that all payments received by the Contractor for all items, including employee benefits, under this Agreement, are subject to adjustment as finally determined by post-audit, as more particularly provided in the paragraph below headed, "Financial Statements and Audit Requirements", and that no indirect or overhead charges or any interest costs are to be included, unless specifically included in the Budget.

**(k) Travel Costs**

The Contractor agrees that reimbursement for travel and conference costs will not exceed amounts allowed County employees.

**(l) Taxes**

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

**(m) Final Report and Claim**

No later than two (2) months after the close of each Budget Period, unless otherwise directed by the Youth Bureau, the Contractor shall submit a final report summarizing the conduct of the Program and indicating the total number of individuals participating in each of its components for the entire Budget Period, together with a final accounting and a final request for payment of all approved expenditures then remaining unpaid.

**(n) Agreement Subject to Appropriation of Funds**

This Agreement is subject to the amount of funds appropriated and any subsequent modifications thereof by the Suffolk County Legislature, and no liability shall be incurred by the County under this Agreement beyond the amount of funds appropriated by the Legislature for the program covered by this Agreement.

**(o) Payments Contingent upon Receipt of Aid**

If the Office of Children and Family Services (the "OCFS") or any other State or Federal government department or agency funding this Agreement in whole or in part should fail to approve aid in reimbursement to the County for payments made hereunder by the County to the Contractor for expenditures made during the term of this Agreement 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 such department or agency, and the County's obligation 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, the Contractor agrees promptly to reimburse the County 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 Agreement.

**(p) Payments Contingent Upon State/Federal Funding**

Payments under this Agreement are subject to and contingent upon continued funding by the State and/or Federal Government(s). If, for any reason, the full amount of such funding is not made available to the County, this Agreement may be terminated in whole or in part, or the amount payable to the Contractor may be reduced, at the discretion of the Youth Bureau, provided that any such termination or reduction

shall not apply to allowable costs incurred by the Contractor prior to such termination or reduction to the extent that funds are available to the Youth Bureau for payment of such costs.

**(q) Contractor's Staff**

The County shall have the right to prior approval of the filling of any position now vacant or hereafter becoming vacant and may, in the exercise of that right, promulgate reasonable regulations involving position control which shall, when promulgated, be deemed to be incorporated by reference in and be made part of this Agreement. The additional paragraph below headed "Contractor's Staff" in this Exhibit A establishes the current procedure for approval of such staff and may be modified in the event of notification under a County budget deficiency plan as provided below.

**(r) Salary Increases**

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

**(s) Budget Deficiency Plan**

The County has imposed and may impose a budget deficiency plan(s). Upon written notification from the Youth Bureau, the Contractor shall comply with the same restrictions as are imposed upon the Youth Bureau, a copy of which will be furnished with such notification and shall thereupon be deemed to be incorporated by reference in and made part of this Agreement.

**(t) Audit**

All payments made under this Agreement are subject to audit by the Suffolk County Comptroller pursuant to Article V of the Suffolk County Charter. The Contractor further agrees that the County Comptroller and the Youth Bureau shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transactions or other records relating to services under this Agreement. If the Contractor fails to cooperate with an audit by the Comptroller, the County shall have the right to suspend or partially withhold payments under this Agreement or under any other agreement between the parties until such cooperation is forthcoming. 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 this Agreement or otherwise. The provisions of this subparagraph shall survive the expiration or termination of the Agreement.

**4. Accounting Procedures**

The Contractor shall maintain separate records of account concerning all costs incurred by the Contractor in the performance of this Agreement and all income relating to the program funded under this Agreement in accordance with generally accepted accounting principles and consents to audit and inspection by the Youth Bureau, the County, New York State and the Federal Government of all plant, facilities, books and other financial and statistical data, and programmatic records, whether related to this Agreement or otherwise (in the case of towns or other municipal corporations, only as they relate to this Agreement) 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. Such records shall be maintained for a period of seven (7)

years from the date of termination or expiration of this Agreement. Specific records shall be kept as to the hours of all personnel.

## **5. Personnel Salaries, Pension and Employee Benefit Plans, Rules and Procedures**

Whenever requested by the Youth Bureau or the Department of Audit and Control, the Contractor shall submit to the Youth Bureau a certified copy of its current salary scale for all positions listed in the Budget, a copy of its personnel rules and procedures and any subsequent modifications thereof, a copy of its pension plan and any other employee benefit plans or arrangements, and any amendments thereto, for review and approval, and such additional financial information in connection therewith, as may reasonably be requested by the Youth Bureau or the Department of Audit and Control. The Contractor shall not be entitled to reimbursement for costs under any such plans or arrangements that are unreasonable in the opinion of the Suffolk County Comptroller when compared to current market costs for similar plans or arrangements between unrelated parties. In the case of any such plan or arrangement that is self-funded by the Contractor directly or by payments to a related entity, upon request by the Youth Bureau or the Department of Audit and Control, the Contractor shall submit a reconciliation of the total amount claimed for reimbursement of payments under such plan or arrangement with actual costs incurred, and any auditable administrative or claims processing expenses, by the Contractor or related entity on behalf of the Contractor and its employees.

## **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 fiscal year in which the Contractor has received, or will receive, \$300,000 or more from the County, whether under this Agreement or otherwise, and shall submit a report 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 (RFPs) 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 (GAGAS). 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) Furthermore, if 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 period within which it receive

funding under this Agreement ("fiscal year"), 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 just referred to.

(e) The Contractor must submit a statement in writing, certified by its chief financial officer, which states the amount of Federal funding expended by the Contractor during such fiscal year. The Contractor must mail or deliver the certified statement to the Youth Bureau and to 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 should 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 (if applicable) and other audit reports, if required, must be transmitted to the Youth Bureau and to the Executive Director of Auditing Services at the address just set forth. 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 period to which the audit relates.

(g) These requirements do not preclude the Youth Bureau or the Suffolk County Comptroller or their authorized representatives or Federal or State auditors from auditing the records of the Contractor. Therefore, the records of the Contractor must be made available to authorized representatives of Federal, State or County government for that purpose.

The provisions of the foregoing subparagraphs (a) through (g) of this paragraph shall survive the expiration or termination of this Agreement.

## **7. Furniture, Fixtures, Equipment, Materials, Supplies**

### **(a) Purchases, etc. Requiring Prior Approval**

Prior to placing any order to purchase, rent or lease any furniture, fixtures, or equipment, (i) valued in excess of two hundred dollars (\$200.00) per unit, or (ii) included but not itemized, in the Budget, 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, extended 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 unless specifically described otherwise in the Budget.

### **(b) Purchase Practices**

The Contractor agrees to 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. The County reserves the right to purchase or obtain for the Contractor furniture, fixtures, equipment, materials or supplies which shall be in accordance with the programmatic needs of this Agreement. 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 Program and entrusted to the Contractor shall remain in the County, and the Contractor shall attach labels indicating the County's ownership if the County has not done so.

**(c) Proprietary Interest of County**

The County shall retain a proprietary interest in all furniture, removable fixtures, equipment, materials or supplies purchased or obtained by the Contractor and paid for or reimbursed to the Contractor pursuant to the terms of this Agreement or any prior agreement. Upon the termination of this Agreement, or of any renewal thereof, the discontinuance of the business of the Contractor, the failure of the Contractor to comply with the terms of this Agreement, 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, the County shall have the right to take title to and possession of all such furniture, removable fixtures, equipment, materials and supplies, and the same shall thereupon become the property of the County without any claim for reimbursement on the part of the Contractor. As directed by the County, the Contractor shall attach identifying labels on all furniture, removable fixtures and equipment indicating the proprietary interest of the County.

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

**(e) Protection of Property in Contractor's Custody**

The Contractor shall maintain vigilance and take all reasonable precautions to protect the furniture, fixtures, equipment, materials 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, materials 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 immediately shall send the County a detailed, written report thereon.

**(f) Disposition of Property in Contractor's Custody**

Upon termination of the County's funding of the Program covered by this Agreement or by any renewal hereof, 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 agrees to submit to the Youth Bureau, on request, any lease and/or rental agreement that the Contractor has entered into for space, furniture, fixtures or equipment for the program and, in advance, any such new or renewal lease or agreement during the term of this Agreement, accompanied (in the case of a lease of space) by a detailed layout of the premises, which indicates the space that is to be occupied by the County-funded program.

## **9. Loan Approval**

The Contractor agrees that, in the event that the County provides funding (under this Agreement and otherwise) exceeding in the aggregate 20 percent of the Contractor's total funding for all of its operations from all sources, then the Contractor must secure the prior approval of the County for any loan in excess of \$5,000.00.

## **10. Contractor's Staff**

### **(a) Resumes**

The Contractor, at its own expense, agrees to furnish to Youth Bureau resumes of all personnel to be hired for the program referred to in this Agreement, prior to their being hired. Resumes shall include, but not be limited to:

- (i) Previous job titles(s) of the individual employee and the length of employment under each title; and/or
- (ii) Previous experience and length of previous experience with a task or tasks similar or equal to the program.

### **(b) Contractor Letters**

The Contractor agrees to furnish to the County letter(s) regarding all personnel to be hired for the program. The letter(s) shall include, but not be limited to:

- (i) The specific tasks to be performed by the individual employees during the course of the program;
- (ii) Salaries and hours to be worked by the individual employees during the course of the program.

### **(c) County Approval**

The County reserves the right to approve principal program personnel proposed by the Contractor at the time of entering into this Agreement. Reasons for the County not approving said personnel shall be for lack of qualification or lack of demonstration by the Contractor that said proposed personnel will not have deleterious effect on the proper and efficient operation of the program.

### **(d) Job Descriptions, Qualifications**

The Contractor will nominate to the Youth Bureau a project director chosen on the basis of the job description below. The Director of the Youth Bureau shall review such nominations and may confirm them. Other staff positions provided for in this Agreement will be filled in accordance with written job descriptions as provided below. Employment of any staff member under the terms of this Agreement shall be subject to ongoing review for competency and aptitude of the staff member by the Director of the Youth Bureau.

or his/her designees. The Youth Bureau may recommend dismissal or suspension of any staff member under this Agreement, and may discontinue or suspend reimbursement for claims upon thirty days notice to the Contractor if the Contractor does not comply with such recommendations.

**(i) Project Director**

- A. Qualifications: Graduation from an accredited college and/or university with a Master's Degree in Social Work; or a Bachelor's Degree (4 year college degree) plus 2 years experience in Human Services.
- B. Duties: Responsible for overall project, hires and fires staff; chairs youth advisory committee; administers and directs all Contractor programs; is responsible to Board of Directors of the Contractor and has immediate charge of and responsibility for facility and youth services program; renders direct services to clients as required; selects, trains and supervises program aides, nonprofessional staff and volunteers; has charge of a petty cash account; makes purchases and expends funds under the direction of the treasurer of the corporation or such other officers as the Board of the corporation may direct.

**(ii) Youth Worker**

- A. Qualifications: Bachelor's Degree (4 year college degree from an accredited college).
- B. Duties: Provides counseling, group work services, and professional supervision in lounge activities, is responsible to the project director. Also shall keep written records and reports of work accomplished; shall demonstrate ability to learn, ability to relate successfully to clients and the community, and capacity for development in professional use of self in relationships

**(iii) Program Aides**

- A. Qualifications: High School Diploma and preferably with some paid experience in youth work.
- B. Duties: Report to project director; shall carry out assignments as paraprofessionals; shall keep written records and reports of work accomplished; shall demonstrate ability to learn, ability to relate successfully to clients and community, and capacity for development in professional use of self in relationships.

See also the sub-paragraph headed, "Contractor's Staff" of Paragraph 3 of this Exhibit A.

**11. Statement of other Contracts**

The Contractor has attached, and in the event of any change, will attach to any extension agreement/amendment of this Agreement, a Statement of Other Contracts in the form annexed to this Agreement. The Contractor represents and warrants that any such Statement of Other Contracts is and will be a complete list of all other contracts (i) which are currently in effect or (ii) which have expired within the past 12 months and have not been renewed, and under which funds have been, are being or will be received by the Contractor from any department or agency of the County, the United States of America, the State of New York or other municipalities or organizations.

**12. Offset of Arrears or Default**

The Contractor warrants that it is not, and shall not be during the term of this Agreement, in arrears to the County for taxes or upon debt or contract and is not, and shall not be during the term of this Agreement, in default as surety, contractor or otherwise on any obligation to the County, and the Contractor

agrees that the County may withhold the amount of any such arrearage or default from amounts payable to the Contractor under this Agreement.

### **13. 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, for the purposes of set-off, any moneys due to the Contractor under this contract up to any amounts due and owing to the County with regard to this contract and/or any other contract with any County department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the County for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The County shall exercise its set-off rights in accordance with normal County practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the County agency, its representatives, or the County Comptroller, and only after legal consultation with the County Attorney.

### **14. Confidentiality**

(a) Contractor expressly agrees to preserve the confidentiality of all data and information shared received, collected, or obtained as a result of this Agreement. No disclosure, redisclosure or release of such data or information is to be made, permitted, or encouraged by the Contractor or its officers or employees, except as expressly authorized by law. It is further understood and agreed that no such data or information is to be used for personal benefit. The Contractor further agrees that its employees shall be specifically instructed in regard to their obligation to keep such data and information in confidence and their liability upon breach of confidentiality to all the penalties prescribed by law.

(b) The Contractor further agrees to implement such procedures for safeguarding information as the Youth Bureau shall require. The Contractor further agrees to indemnify and hold the County and the Youth Bureau harmless against any loss, damage, cost or expense arising out of any suit, claim or demand which may be brought or made against the County or the Youth Bureau by reason of a breach of these provisions.

(c) In addition, the Contractor agrees to maintain the confidentiality of all information in conformity with the provisions of applicable local, State and Federal laws and regulations.

### **15. Gratuities**

The Contractor represents and warrants that it has not offered or given any gratuity to any official, employee or agent of Suffolk County or New York State or of any political party, with the purpose of inter of 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, and that the signer of this Agreement has read and is familiar with the provisions of Local Law No. 32-1980 of Suffolk County (Chapter 386 of the Suffolk County Code).

### **16. Public Disclosure**

The Contractor represents and warrants that Contractor has filed with the Comptroller of Suffolk County the verified public disclosure statement required by Suffolk County Administrative Code Section A5-7 and shall file an update of such statement with the said Comptroller on or before the 31st day of January in each year of this Agreement'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 c

this Agreement, 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 Agreement.

## **17. Independent Contractor**

The relationship of the Contractor to the County shall be that of an independent contractor. The Contractor, in accordance with its status as an independent contractor, covenants and agrees that neither the Contractor nor any of its officers, directors or employees will hold itself or themselves out as, or claim to be, an officer or employee of the County by reason of this Agreement, and that neither it nor any of them will, by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County, including, but not limited to, Workers' Compensation coverage, unemployment insurance benefits, Social Security coverage, or retirement membership or credits.

## **18. Certificate of Incorporation; Board Meetings**

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

(b) Minutes of the Contractor's annual board meeting and one other board meeting, no longer than six (6) months thereafter, should be forwarded to the Youth Bureau within two (2) weeks after the conclusion of the meetings.

## **19. Indemnification**

The Contractor agrees that it shall protect, indemnify and hold harmless the County and its officers, officials, members, employees, agents and invitees from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and costs, including reasonable attorneys' fees, and shall defend the County in any suit, including appeals, or at the County's option, pay reasonable attorney's fees for defense of any such suit arising out of the acts or omissions or negligence of the Contractor, its agents, employees or subcontractors in connection with the services described or referred to in this Agreement.

## **20. Insurance**

a. The Contractor agrees to procure, pay the entire premium for and maintain throughout the term of this Agreement, insurance in amounts and types specified by the County and as may be mandated and increased from time to time. The Contractor agrees to require that all of its subcontractors, in connection with work performed for the Contractor related to this Agreement, procure, pay the entire premium for and maintain throughout the term of this Agreement insurance in amounts and types equal to that specified by the County for the Contractor. Unless otherwise specified by the County and agreed to by the Contractor, in writing, such insurance will be 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.

ii. **Automobile Liability** insurance (if any vehicles are used by the Contractor in the performance of this Agreement) 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 (\$100,000.00) for property damage per occurrence.

iii. **Worker's 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 this Agreement, 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, this Agreement shall be void and of no effect unless the Contractor shall provide and maintain coverage during the term of this Agreement for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

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

b. All policies providing such coverage shall be issued by insurance companies with an A.M. Best rating of A- or better.

c. The Contractor shall furnish to the County Declaration Pages for each such policy of insurance and upon request, 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 County of Suffolk shall be named as an additional insured and the Contractor shall furnish a Declaration Page and endorsement page evidencing the County's status as an additional insured on said policy.

d. All such Declaration Pages, certificates and other evidence of insurance shall provide for the County of Suffolk to be notified in writing thirty (30) days prior to any cancellation, nonrenewal or material change in said policies. Such Declaration Pages, certificates, policies and other evidence of insurance and notices shall be mailed to the Department at its address set forth in the paragraph entitled "Notices and Contact Persons" or at such other address of which the County shall have given the Contractor notice in writing.

e. In the event Contractor shall fail to provide the Declaration Pages or certificates of insurance or to maintain any insurance required by this Agreement, the County may, but shall not be required to, obtain such policies and deduct the cost thereof from payments due Contractor under this Agreement or any other agreement between the County and Contractor.

f. If the Contractor is a town or other municipal corporation and has a self-insurance program under which it acts as a self-insurer for any of such required coverage, it may provide self-funded coverage and certificates or other evidence of such self-insurance in lieu of insurance issued by insurance companies.

**21. Notices and Contact Persons**

**a. Notices Relating to Payments, Reports or Other Submissions**

Any communication, notice, claim for payment, report, insurance documents or other submission necessary or required to be made by the parties regarding this Agreement 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 address that may be specified in writing by the parties :

For the Youth Bureau:

Suffolk County Youth Bureau  
H. Lee Dennison Building- 3<sup>rd</sup> Floor  
100 Veterans Memorial Highway, P.O Box 6100  
Hauppauge, NY 11788  
Attention: Patrick Policastro

and

For the Contractor:

At the address set forth on page one of this Agreement, attention of the person who executed this Agreement or such other designee as the parties may agree in writing.

**b. Notices Relating to Insurance, Indemnification and Termination**

Any communication or notice regarding insurance, indemnification, termination or litigation shall also be sent to the following address, or at such other address that may be specified in writing by the County:

Christine Malafi, County Attorney  
Suffolk County Department of Law  
H. Lee Dennison Building- 6<sup>th</sup> Floor  
100 Veterans Memorial Highway, P.O. Box 6100  
Hauppauge, NY 11788

c. All notices must be delivered: (i) personally (personal service on the County must be pursuant to New York Civil Practice Law and Rules Section 311); or (ii) by nationally recognized overnight courier; or (iii) mailed by registered or certified mail in a postpaid envelope addressed.

d. Notice shall be deemed to have been duly given (i) if delivered personally, upon acceptance or refusal thereof; (ii) if by nationally recognized overnight courier, the first Business Day subsequent to transmittal; and (iii) if mailed by registered or certified mail, upon the seventh business day after the mailing thereof. Any notice by either party to the other with respect to the commencement of any lawsuit or legal proceeding shall be effected pursuant to and governed by the New York Civil Practice Law and Rules or the Federal Rules of Civil Procedure, as applicable.

e. In the event the Contractor receives a notice or claim or becomes a party (plaintiff, petitioner, defendant, respondent, third party complainant, third party defendant) to a lawsuit or any legal proceeding related to this Agreement, the Contractor shall immediately forward to the County Attorney:

at the addresses set forth in sub-paragraph b above, copies of all papers filed by OR against the Contractor.

f. 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).

## 22. Nondiscrimination in Employment & Affirmative Action

The Contractor agrees in connection with the performance of this Agreement as follows:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, sex, national origin, age, disability, sexual orientation, military status, or marital status and will undertake or continue existing programs of affirmative action to ensure that women and minority group members are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, lay-off, or termination and rates of pay or other forms of compensation.

(b) The Contractor shall require each employment agency, labor union or authorized representative of workers, with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, sex, national origin, age, disability, sexual orientation, military status, or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of this Agreement, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, sex, national origin, age, disability, sexual orientation, military status, or marital status

## 23. Nondiscrimination in Services

(a) Furthermore, the Contractor, in providing services under this Agreement, shall not, on the grounds of race, creed, color, sex, national origin, age, disability, sexual orientation, military status, or marital status:

- (i) Deny an individual any services or other benefits provided under the program;
- (ii) Provide any services or other benefits to an individual which are different, or are provided in a different manner, from those provided to others under the program;
- (iii) Subject an individual to segregation or separate treatment in any matter related to his/her receipt of any services or other benefits provided under the program;
- (iv) Restrict an individual in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any services or other benefits provided under the program;
- (v) Treat an individual differently from others in determining whether or not the individual satisfies any eligibility or other requirements or conditions which individuals must meet in order to receive any aid, care, services, or other benefits provided under the program.

(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, national origin, sex, age, disability or marital status or have the effect of defeating or substantially impairing accomplishment of the objectives of

the program in respect to individuals of a particular race, creed, color, sex, national origin, age, disability, sexual orientation, military status, or marital status in determining:

- (i) The types of services or other benefits to be provided under the program, or
- (ii) The class of individuals to whom, or the situations in which, such services or other benefits will be provided under the program, or
- (iii) The class of individuals to be afforded an opportunity to participate in the program.

## **24. Nonsectarian Declaration**

The Contractor agrees that all services performed under this Agreement are secular in nature, that no funds received pursuant to this Agreement will be used, and no expenses will be reimbursed, for sectarian purposes or to further the advancement of any religion, and that no services performed under this program will discriminate on the basis of religious belief. Furthermore, the Contractor agrees that all program services and other benefits of the program(s) funded under this Agreement are and will be available to any person without regard to religious belief or affiliation.

## **25. Work Experience Participation**

If the Contractor is a nonprofit or governmental agency or institution, each of the Contractor's locations in Suffolk County at which services are provided under this Agreement 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 this Agreement. 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 this Agreement, 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 this Agreement 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 this Agreement, for which the County may withhold payment, terminate this Agreement or exercise such other remedies as may be appropriate in the circumstances.

## **26. Human Services Division Technical Assistance and Training:**

(a) The Contractor agrees to participate in the Human Services Division Technical Assistance and Training Program. Such agreed participation will include staff training on the topic of HIV/AIDS and not more than three (3) days per year attendance at training on topics that may include, but not be limited to, contract financial reporting, the setting of service goals and objectives, and program development.

(b) The Contractor may participate, at its election, in any additional training made available by the Human Services Division.

## **27. Publications, Copyrights and Patents**

### **(a) Publications**

The Contractor shall not issue or publish any book, article, announcement, report or other publication relating to the subject program without prior written permission from the County. Any such printed matter or other publication shall bear the following statement in clear and legible print:

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

### **(b) Copyrights**

If the work of the Contractor under this Agreement 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 municipality or government agency or body designated by the County, a royalty-free, nonexclusive license to produce, reproduce, publish, translate or otherwise use any such materials.

**(c) Patents**

If the Contractor under this Agreement makes any discovery or invention in the course of or as a result of work performed under this Agreement, 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 municipality or government agency or body designated by the County, a royalty-free, nonexclusive license to produce or otherwise use any item so discovered or patented.

**28. Information Access**

Subject to any applicable provisions of law or regulations, the Youth Bureau shall not be denied access to any information, records, or reports that are within the purview of this Agreement.

**29. Cooperation on Claims**

The Contractor agrees to render diligently to the County any and all cooperation, without additional compensation, that may be required to defend the County against any claims, demand, or action that may be brought against the County in connection with this Agreement.

**30. Assignment and Subcontracting**

(a) The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this Agreement, or any of its right, title or interest therein, or its power to execute this Agreement, or assign all or any portion of the monies that may be due or become due thereunder, to any other person or corporation, without the prior consent in writing of the County, and any attempt to do any of the foregoing without such consent shall be of no effect.

(b) The Contractor shall not enter into subcontracts for any of the work contemplated under this Agreement without obtaining prior written approval of the Youth Bureau. Such subcontracts shall be subject to all of the provisions of this Agreement and to such other conditions and provisions as the Youth Bureau may deem necessary; provided, however, that notwithstanding the foregoing, unless otherwise provided in this Agreement, such prior written approval shall not be required for the purchase of articles, supplies, equipment and services which are incidental to, but necessary for, the performance of the work required under this Agreement. No approval by the Youth Bureau of any subcontract shall provide for the incurrence of any obligation by the County in addition to the total agreed upon price. The Contractor shall be responsible for the performance of any subcontractor for the delivery of service.

**31. Right to Renegotiate**

The Contractor hereby agrees that this Agreement may be renegotiated in the event of substantial changes in applicable laws or regulations, affecting the Contractor's or the County's obligations under this Agreement.

**32. Living Wage Law**

The Consultant agrees it has read and will comply with 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 this Agreement and to seek other remedies as set forth therein, for violations of this Law.

### **33. Child Sexual Abuse Reporting Policy**

The Contractor agrees it has read and will comply with Chapter 577, Article IV, 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 this Agreement with regard to child sexual abuse reporting policy.

### **34. Certification**

The parties to this Agreement hereby certify that, other than the funds provided in this Agreement and other valid Agreements with the County, there is no known relationship within the third degree of consanguinity, life partner or business, commercial, economic, or financial relationship between the parties, the signatories to this Agreement, and any partners, members, directors, or shareholders of five percent (5%) (or more) of any party to this Agreement.

### **35. Civil Actions**

The Contractor represents that it shall not use any of the moneys received under this Agreement, either directly or indirectly, in connection with the prosecution of any civil action against the County of Suffolk or any of its programs, funded by the County, in part or in whole, in any jurisdiction or any judicial or administrative forum.

### **36. Local Law No. 26-2003**

The Contractor represents and warrants that it has read and is familiar with the requirements of Article 1, Chapter 466 of the Suffolk County Local Laws, "Use of County Resources to Interfere with Collective Bargaining Activities." County Contractors (as defined) shall comply with all requirements of Local Law No. 26-2003 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 County of Suffolk 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 Contractor services are performed on County property the Contractor must adopt a reasonable access agreement, a neutrality agreement, fair communication agreement, nonintimidation agreement and a majority authorization card agreement.

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

Under the provisions of Local Law No. 26-2003, the County shall have the authority, under appropriate circumstances, to terminate this Agreement and to seek other remedies as set forth therein, for violations of this Law.

### **37. Conflict of Interest**

Contractor agrees that it will not, during the term of this Agreement, engage in any activity that is contrary to and/or in conflict with the goals and purposes of the County and the Contractor is charged with the duty to disclose to the County the existence of any such adverse interests, whether existing or potential.

### **38. Governing Law**

This Agreement shall be governed by the laws of the State of New York. In the event of any dispute or litigation, the venue of any proceeding to determine the rights and liabilities of the respective parties arising under this Agreement shall be in New York Supreme Court, Suffolk County; or in the event of a proceeding in the federal courts, in the District court for the Eastern District of New York.

### **39. Suffolk County Local Laws**

Suffolk County Local Laws, Rules and Regulations can be found on the Suffolk County web site at [www.co.suffolk.ny.us](http://www.co.suffolk.ny.us). Click on "Laws of Suffolk County" under "Suffolk County Links".

### **40. Severability; No Implied Waiver**

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

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

### **41. No Intended Third Party Beneficiaries**

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

### **42. Merger; No Oral Changes**

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

— End of Text of Exhibit A —

E7N1011 B

# INDIVIDUAL PROGRAM APPLICATION

Funding Category:

OCFS Central Office use only  
Program Code:

HPBI

Sponsoring Municipality: TOWN OF RIVERHEAD

County: SUFFOLK

Implementing Agency: RIVERHEAD JUVENILE AID BUREAU

Total Program Budget \$ 1,000.00 (100%)

Program Title: RIVERHEAD POLICE ATHLETIC LEAGUE

OCFS Funds Requested \$ \_\_\_\_\_ (% of total)

Agency Address: 210 HOWELL AVENUE, RIVERHEAD, NY 11901

Street

City

State

Zip Code

Federal ID #: 11-6001935

Period of Actual

Charities Reg #:

Program Operation - From: 1/1/06 To: 12/31/06

PHIL CARDINALE

Executive Director  Board Chairperson

Signature

631 727-3200

Telephone Number

DAVID J. HEGERMILLER

Contact Person

CHIEF OF POLICE

Title

631 727-3200

Telephone Number

JOHN HANSEN

Fiscal Officer

FINANCIAL ADMINISTRATOR

Title

631 727-3200

Telephone Number

The Agency is:  Private, Not-for-Profit  Public  Religious Corporation

PROGRAM SITES -- Most Significant (3 Maximum)

NYC ONLY

Type	Address (Street, City, State, Zip)	Assembly Dist. No.	NYS Senate Dist No.	Local Plan'g Bd.	City Council District
OFFICE	210 HOWELL AVE., RVD, NY				

PROGRAM SUMMARY: (MAXIMUM OF 350 CHARACTERS - approximately 45 Words)

Athletic program for youth designed to act as juvenile crime prevention program.

## PROGRAM PROFILE

	Problem/Need	Target Population	Service Methods	Number of Youth To be Served
Primary				
Secondary				

Unduplicated Count of Youth and Clients Served (All Activities)

Direct Services will NOT be provided by this program

Sex of program participants - Male: \_\_\_\_\_ % Female: \_\_\_\_\_ %

Ethnicity - Whites: \_\_\_\_\_ % Black: \_\_\_\_\_ % Hispanic: \_\_\_\_\_ % Native American: \_\_\_\_\_ % Asian: \_\_\_\_\_ % Other: \_\_\_\_\_ %

Age - 0-4: \_\_\_\_\_ % 5-9: \_\_\_\_\_ % 10-15: \_\_\_\_\_ % 16-20: \_\_\_\_\_ %

*EXHIBIT C*  
**PROGRAM BUDGET  
 APPENDIX B**

PROGRAM CODE: \_\_\_\_\_

CONTRACT NUMBER: \_\_\_\_\_

AGENCY / MUNICIPALITY RIVERHEAD JUVENILE AID BUREAU

PROGRAM TITLE POLICE ATHLETIC LEAGUE (PAL)

**PERSONAL SERVICES**

*HPB1*

POSITION TITLE	RATE OF PAY	BASIS	TOTAL OCFS PROGRAM AMOUNT (1)	TOTAL OCFS FUNDS REQUESTED FOR THIS PROGRAM
Secretary	\$1,560.46	BW	\$ 1,000.00	
	\$		\$	
	\$		\$	
	\$		\$	
	\$		\$	
	\$		\$	
	\$		\$	
TOTAL SALARIES AND WAGES			\$ 1,000.00	\$
TOTAL FRINGE BENEFITS			\$	\$
TOTAL PERSONAL SERVICES (1)			\$ 1,000.00	\$

**CONTRACTED SERVICES AND STIPENDS**

TYPE OF SERVICE OR CONSULTANT TITLE	RATE OF PAY	BASIS	TOTAL OCFS PROGRAM AMOUNT (1)	
	\$		\$	
	\$		\$	
	\$		\$	
	\$		\$	
TOTAL CONTRACTED SERVICES (2)			\$ 0	\$
TOTAL MAINTENANCE & OPERATION (3)			\$ 0	\$

LIST EQUIPMENT TO BE PURCHASED OR RENTED:

**FACILITY REPAIRS**

PROGRAM SITE		
	\$	
	\$	
TOTAL FACILITY REPAIRS (4)	\$ 0	\$

TOTAL OCFS PROGRAM AMOUNT	\$ 1,000.00	
TOTL OCFS FUNDS REQUESTED	<del>1,000.00</del>	\$

LIST OTHER FUNDING SOURCES:  
 \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

REIMBURSABLE TOTAL  
 MUNICIPAL FUNDING  
 OTHER SOURCES

April 18, 2006

# Adopted

TOWN OF RIVERHEAD

Resolution # 368

**COUNCILMAN DUNLEAVY**

seconded by COUNCILWOMAN BLASS offered the following resolution, which was

AUTHORIZES THE SUPERVISOR TO EXECUTE AN AGREEMENT

WITH THE COUNTY OF SUFFOLK (YOUTH BUREAU)

**WHEREAS**, the Riverhead Town Board and the County of Suffolk desire to make available a Youth Development Delinquency Program in the Town of Riverhead.

**NOW, THEREFORE BE IT RESOLVED**, that the Supervisor be and hereby is authorized to enter into and execute an agreement between the County of Suffolk and the Town of Riverhead to make available a Youth Development Delinquency program in the Town of Riverhead; and

**BE IT FURTHER RESOLVED**, that the Town Clerk be and hereby is directed to forward a certified copy of this resolution to: the Riverhead Juvenile Aid Bureau, and the Office of Accounting.

DUNLEAVY  YES \_\_\_ NO    BARTUNEK  YES \_\_\_ NO

BLASS  YES \_\_\_ NO    DENSIESKI  YES \_\_\_ NO

CARDINALE  YES \_\_\_ NO

THIS RESOLUTION  IS \_\_\_ IS NOT

DECLARED DULY ADOPTED

**AGREEMENT**

This Agreement is between the County of Suffolk (County), a municipal corporation of the State of New York, having its principal office at the County Center, Riverhead, New York 11901, acting through its duly constituted Youth Bureau (Youth Bureau), located at H. Lee Dennison Building - 3<sup>rd</sup> Floor, 100 Veterans Memorial Highway, Hauppauge, New York (Mailing address: Box 6100, Hauppauge, New York 11788-0099), and Town of Riverhead - Police Athletic League (Soccer) (Contractor), a New York not-for-profit corporation, having its principal place of business at 210 Howell Avenue, Riverhead, New York 11901.

The parties hereto desire to make a Youth Development Delinquency Prevention Program available to the County, and sufficient funding exists in the 2006 Suffolk County Operating Budget.

**Term of Agreement:** Shall be from January 1, 2006 through December 31, 2006, with two (1) one-year extensions at the County's option.

**State Aid Percentage:** 0% **Percentage of Advance:** 0%

**Total Cost of Agreement:** Shall not exceed \$1,000 for the initial Budget Period.

**Terms and Conditions:** Shall be as set forth in Exhibits A, B and C.

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

**Town of Riverhead - Police Athletic League  
(Soccer)**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Fed. Taxpayer ID # \_\_\_\_\_  
Date: \_\_\_\_\_

**Approved As To Legality:**

**Christine Malafi  
Suffolk County Attorney**

By: \_\_\_\_\_  
Patricia Jordan  
Assistant County Attorney

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

**County of Suffolk**

By: \_\_\_\_\_  
Paul Sabatino II  
Chief Deputy County Executive

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

**Approved:  
Youth Bureau**

\_\_\_\_\_  
Jeannette Santos  
Executive Director

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

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**Exhibit B**

Contractor Services or Program

**Exhibit C**

Budget

# Exhibit A

## General Terms and Conditions

### 1. Contractor Responsibilities

#### (a) Services

The Contractor shall perform such services as may be necessary to accomplish the work required to be performed under and in accordance with this Agreement, as more particularly provided in Exhibit B (the "Services" or the "Program") attached hereto and made a part hereof.

#### (b) Qualifications and Licenses

The Contractor specifically represents and warrants that it has and shall possess, and that, to the extent applicable, its employees, agents and subcontractors have and shall possess, the required education, knowledge, experience and character necessary to qualify them individually for the particular duties they perform and that the Contractor has and shall have, and, to the extent applicable, its employees, agents and subcontractors have and shall have, all required authorization(s), certificate(s), certification(s), registration(s), license(s), permit(s) or other approval(s) required by State, County or local authorities for the Services (hereinafter called "License"). The Contractor shall immediately notify the Youth Bureau in writing of any disciplinary proceedings against the holder of any License by the New York State Department of Education or the New York State Department of Health or other issuer of a License. In the event that the Contractor or such other holder of a License is no longer licensed for any one or more of the Services, the Contractor must immediately so notify the Youth Bureau. It is understood that the Contractor shall not be reimbursed for any Services rendered after the effective date of termination of such License. The remainder of this Agreement, or its application to persons or circumstances other than those as to which said License has been terminated, shall not be affected thereby, and every other term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

#### (c) County Review

It is agreed that the nature and extent of the services provided pursuant to this Agreement shall be subject to the general supervision of the County and that the Youth Bureau, through its duly authorized representatives, has the right to monitor and evaluate the program. The Youth Bureau shall be the sole arbiter as to what constitutes acceptable performance in meeting the aforementioned responsibilities.

#### (d) Compliance with Law

In rendering Services under this Agreement, the Contractor shall comply, and shall require its officers and directors, partners, trustees or other members of its governing body and personnel employed to render Services under this Agreement to comply, with all applicable local, State and Federal laws, regulations, rulings and requirements of law, including without limitation Suffolk County local preference and other applicable Suffolk County local laws and resolutions of the Suffolk County Legislature.

### 2. Term and Termination of Agreement

#### (a) Term

This Agreement shall cover the period provided on the first page thereof, unless sooner terminated as provided below.

**(b) Termination by County in the Public Interest**

Notwithstanding anything herein to the contrary, in the event that the Youth Bureau Director (hereinafter, the "Director") or his/her designee, determines, in his/her sole discretion, that termination is in the best interests of the County, the County reserves the right to terminate this Agreement for any reason at any time. Such termination shall occur upon thirty (30) days notice of intent to terminate to the Contractor. Contractor shall have an opportunity for consultation with the Director prior to termination.

**(c) Termination for Cause**

i. If the Contractor fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor becomes bankrupt or insolvent or falsifies its records or reports, or misuses its funds from whatever source, the County may terminate this Agreement in whole or with respect to any identifiable part of the program, effective immediately, or, at its option, effective at a later date specified in the notice of such termination to the Contractor.

ii. A failure to maintain the amount and types of insurance required by this Agreement may result in immediate termination of this Agreement, in the sole discretion of the Director. No prior notice to cure and of intent to terminate shall be required.

iii. An emergency or other condition involving possible loss of life, threat to health and safety, destruction of property or other condition deemed to be dangerous, in the sole discretion of the Director, may result in immediate termination of this Agreement, in whole or with respect to any identifiable part of the program, in the sole discretion of the Director. In such event, no prior notice to cure and of intent to terminate shall be required.

iv. Failure to comply with federal, State or local laws, rules, regulations, or County policies or directives, may result in immediate termination of this Agreement, at the sole discretion of the Director. In such event, no prior notice to cure and of intent to terminate shall be required.

v. Failure to comply with any of the provisions of this Agreement. In such event, upon the expiration of five (5) days from the date a written notice to cure and notice of intent to terminate is given to the Contractor and the default has not been cured, the County may terminate this Agreement upon five (5) additional days written notice at the sole discretion of the Director.

vi. Upon termination pursuant to the foregoing paragraphs, Contractor acknowledges and agrees that it shall not be entitled nor shall it make a claim for lost profits or loss of anticipated earnings because of termination.

**(d) Notice of Termination**

i. All notices herein shall be in writing and shall comply with the Paragraph entitled, "Notices and Contact Persons." The notice to cure and notice of intent to terminate shall call atten-

tion to the existence of the failure and particularize the claimed failure in reasonable detail. The notice shall also state the intended date of termination.

ii. Upon due notice of termination and as may be requested by the Youth Bureau, the Contractor shall provide the County with any information, records, or reports that are within the purview of this Agreement, subject to any applicable provisions of law or regulations. The Contractor shall also relinquish title and possession of any furniture, fixtures, equipment, materials or supplies as specified in this Agreement.

iii. Upon receipt of a termination notice pursuant to the foregoing paragraph, the Contractor shall promptly discontinue all services affected unless otherwise directed by the notice of termination.

**(e) Payments upon Termination**

i. The County shall be released from any and all responsibilities and obligations arising from the Program covered by this Agreement, effective as of the date of termination, but the County shall be responsible for payment of all claims for services provided and costs incurred by the Contractor prior to termination of the Agreement, that are pursuant to, and after the Contractor's compliance with, the terms and conditions of this Agreement.

ii. Upon termination, the Contractor agrees to promptly reimburse to the County, by check payable to the Suffolk County Treasurer, the balance of any funds paid to the Contractor by the County. Upon termination, any funds paid to the Contractor by the County which were used by the Contractor in a manner that failed to comply with the terms and conditions of this Agreement must be promptly reimbursed. If there is no response or if satisfactory repayments are not made, the County may recoup such payments from any amounts due or becoming due to the Contractor from the County under this Agreement or otherwise. The provisions of this subparagraph shall survive the expiration or termination of the Agreement.

**(f) Termination By Contractor**

The Contractor may terminate this Agreement by giving not less than sixty (60) days prior written notice to the Youth Bureau, specifying the reasons for termination and the effective date of termination.

**3. Payment for Services**

**(a) Limit of County's Obligations**

The maximum amount to be paid by the County as set forth on the cover page of this Agreement shall constitute the full obligation of the County in connection with this Agreement and any matter arising therefrom.

**(b) Budget; Expenditure Limitations**

The budget, designated Exhibit C (attached hereto and made a part hereof), and any subsequent, amended or modified budget, all of which are hereby made part of this Agreement and each of which is herein referred to as the "Budget", lists and shall list all personnel and all other costs of services to be ren-

dered by the Contractor under this Agreement, less revenue and other offsets, if any, for the period of time to which it relates (the "Budget Period"), and the net amount of each Budget shall not exceed the applicable Total Cost of Agreement specified on the cover page of this Agreement or on the cover page of the applicable amendment/extension agreement, representing the total net operating cost to the County of the Program for the Budget Period. Any changes in the total Budget amount shall require an amendment to this Agreement signed by the parties. Other Budget changes require a written request in advance by the Contractor to the Youth Bureau on forms prescribed by the County and after receipt by the Contractor of signed approval on said forms by the Director of the Youth Bureau or her designee and by the County's Budget Office. The Contractor agrees that its expenditures shall conform to applicable provisions of the State and Local Financial Laws and customary prevailing governmental practices and standards.

**(c) Submission of Claims; Monthly Reports**

The Contractor shall prepare and present claim forms supplied by the County within twenty (20) days after the close of the month in which the expenditure was made. Eligible expenses incurred on or after the commencement date, but prior to acceptance of this Agreement, shall be submitted within twenty (20) days after this Agreement becomes binding on all parties. All claims and forms must be signed in ink by duly authorized persons, and certification of such authorization with certified specimen signatures thereon must be filed with the Youth Bureau by a Contractor official empowered to sign this Agreement. Claims shall be documented by sufficient, competent and evidential matter. The Contractor shall submit monthly statistical and activity reports along with monthly vouchers for reimbursement of expenditures. Should the reports not be submitted as requested, the County reserves the right to delay processing claims until such reports are received.

**(d) Payment of Claims**

In consideration of the Contractor's compliance with all of the requirements of this Agreement that should have been performed by it at the time of claim submission, the County shall pay the Contractor monthly for services provided and costs incurred pursuant to this Agreement upon receipt of monthly claim in such form as prescribed by the County and after audit and approval by the County, not to exceed in the aggregate the Total Cost of Agreement for any Budget Period on the cover page of this Agreement or any amendment/extension thereof, to be paid in accordance with the Budget upon presentation by the Contractor of monthly claims, accompanied by appropriate reports and documentation providing acceptable evidence support of said services and costs, in such form as prescribed by the County and after audit and approval by the County. Payments by the County for Contractor expenditures shall be made only for services actually performed and for reimbursements only of actual cash expenditures made prior to the date of claim submission. No claims shall be payable until the Contractor complies with all requirements in this Agreement that should have been complied with on or before submission of such claims and also submits evaluative and such other data in the manner and form as shall be required and accepted by the Youth Bureau, County, State or Federal Government. Payment under this Agreement shall not duplicate payment from any other source(s) for Contractor costs and services provided pursuant to this Agreement. All claims shall be subject to any adjustment that an audit by authorized personnel of the Youth Bureau, County, or State may indicate is appropriate. Payment by the County shall be made within thirty (30) days after approval by the Comptroller of the County of Suffolk.

**(e) Advance Payment Schedule (If Applicable)**

Notwithstanding the foregoing provisions, if a Schedule of Payments is annexed to the Budget, an amount equal to the Percentage of Advancement of the Total Cost of Agreement as set forth on the cover page of this Agreement or of any amendment/extension thereof shall be advanced to the Contractor for

guarantees of availability of services and as consideration, and shall be recouped, as provided in the Schedule of Payments and in the subparagraph below headed, "Final Voucher".

**(f) Final Voucher**

Upon termination or expiration of this Agreement, or prior to the payment of reimbursement for actual expenses of the last month of the Budget Period, or prior to any payment for a subsequent Budget Period or under a subsequent agreement between the parties, a determination shall be made of the total amount of the payments (initial advance plus reimbursements, net of recoupments of advance) made during the Budget Period and the total amount of the allowable expenditures (net of program income or other deductions) incurred during the same Budget Period. The determination shall result in one of the following:

- (i) If the Contractor's total net expenses are greater than the total amount of the payments made during the Budget Period, the claim form will be processed for the balance due the Contractor.
- (ii) If the Contractor's total net expenses are less than the total amount of the payments made during the Budget Period, the Contractor shall prepare a check payable to the order of the Suffolk County Treasurer for the difference between the two amounts and promptly deliver such check to the County with a claim form (standard Suffolk County Payment Voucher) describing the repayment.

**(g) Level of Service**

The Contractor agrees that where a minimum level of service is not provided as set forth in Exhibit B, the Youth Bureau may require the reduction of Contractor staff and costs or terminate this Agreement after giving notice in accordance with the provisions headed, "Termination", of this Exhibit A.

**(h) Payments Not To Exceed Net Expenditures**

The Contractor agrees that if, for any reason whatsoever, the Contractor shall spend during any Budget Period for the purposes set forth in this Agreement an amount less than, or receive amounts more than, provided in the Budget, the total County payment for the Budget Period under this Agreement shall be reduced to the net amount of approved actual Contractor expenditures made for such purposes, and that the total amount to be paid by the County for the Budget Period shall not exceed the lesser of (i) approved actual net expenditures or (ii) the Total Cost of the Agreement on the cover page and in the Budget. Amounts not spent in any Budget Period shall not be carried over into any subsequent Budget Period.

**(i) Salaries**

Salary reimbursement shall be **exclusive of** and **separate from** employee share of withholding tax. Withholding taxes are reimbursable only upon proof of deposit or payment to the Federal/State governments.

**(j) Actual Fringe Benefit Costs**

Fringe benefits claims should be based on actual costs. However if the Contractor pays some or all fringe benefits on a quarterly, semiannual or annual basis, it may make monthly claims for such fringe benefits based on an estimated percentage of each eligible individual's salary, except that the claim submitted for the last month of each Budget Period must include an adjustment for fringe benefit expense changing it from estimated to actual cost, or the Contractor may include such adjustment in its supplementary claim submitted not more than fifty (50) days after the end of the Budget Period. If such adjustment is not submitted

ted with the claim for the last month of the Budget Period, the Youth Bureau may place such claim in reserve pending receipt and audit of the fringe benefit adjustment claim. The County may recoup any overpayment from any subsequent claim, or the Contractor shall promptly repay to the County any overpayment on demand. Furthermore, the Contractor agrees that all payments received by the Contractor for all items, including employee benefits, under this Agreement, are subject to adjustment as finally determined by post-audit, as more particularly provided in the paragraph below headed, "Financial Statements and Audit Requirements", and that no indirect or overhead charges or any interest costs are to be included, unless specifically included in the Budget.

**(k) Travel Costs**

The Contractor agrees that reimbursement for travel and conference costs will not exceed amounts allowed County employees.

**(l) Taxes**

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

**(m) Final Report and Claim**

No later than two (2) months after the close of each Budget Period, unless otherwise directed by the Youth Bureau, the Contractor shall submit a final report summarizing the conduct of the Program and indicating the total number of individuals participating in each of its components for the entire Budget Period, together with a final accounting and a final request for payment of all approved expenditures then remain unpaid.

**(n) Agreement Subject to Appropriation of Funds**

This Agreement is subject to the amount of funds appropriated and any subsequent modifications thereof by the Suffolk County Legislature, and no liability shall be incurred by the County under this Agreement beyond the amount of funds appropriated by the Legislature for the program covered by this Agreement.

**(o) Payments Contingent upon Receipt of Aid**

If the Office of Children and Family Services (the "OCFS") or any other State or Federal government department or agency funding this Agreement in whole or in part should fail to approve aid in reimbursement to the County for payments made hereunder by the County to the Contractor for expenditures made during the term of this Agreement 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 such department or agency, and the County's obligation 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, the Contractor agrees promptly to reimburse the County 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 Agreement.

**(p) Payments Contingent Upon State/Federal Funding**

Payments under this Agreement are subject to and contingent upon continued funding by the State and/or Federal Government(s). If, for any reason, the full amount of such funding is not made available to the County, this Agreement may be terminated in whole or in part, or the amount payable to the Contractor may be reduced, at the discretion of the Youth Bureau, provided that any such termination or reduction

shall not apply to allowable costs incurred by the Contractor prior to such termination or reduction to the extent that funds are available to the Youth Bureau for payment of such costs.

**(q) Contractor's Staff**

The County shall have the right to prior approval of the filling of any position now vacant or hereafter becoming vacant and may, in the exercise of that right, promulgate reasonable regulations involving position control which shall, when promulgated, be deemed to be incorporated by reference in and be made part of this Agreement. The additional paragraph below headed "Contractor's Staff" in this Exhibit A establishes the current procedure for approval of such staff and may be modified in the event of notification under a County budget deficiency plan as provided below.

**(r) Salary Increases**

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

**(s) Budget Deficiency Plan**

The County has imposed and may impose a budget deficiency plan(s). Upon written notification from the Youth Bureau, the Contractor shall comply with the same restrictions as are imposed upon the Youth Bureau, a copy of which will be furnished with such notification and shall thereupon be deemed to be incorporated by reference in and made part of this Agreement.

**(t) Audit**

All payments made under this Agreement are subject to audit by the Suffolk County Comptroller pursuant to Article V of the Suffolk County Charter. The Contractor further agrees that the County Comptroller and the Youth Bureau shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transactions or other records relating to services under this Agreement. If the Contractor fails to cooperate with an audit by the Comptroller, the County shall have the right to suspend or partially withhold payments under this Agreement or under any other agreement between the parties until such cooperation is forthcoming. 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 this Agreement or otherwise. The provisions of this subparagraph shall survive the expiration or termination of the Agreement.

**4. Accounting Procedures**

The Contractor shall maintain separate records of account concerning all costs incurred by the Contractor in the performance of this Agreement and all income relating to the program funded under this Agreement in accordance with generally accepted accounting principles and consents to audit and inspection by the Youth Bureau, the County, New York State and the Federal Government of all plant, facilities, books and other financial and statistical data, and programmatic records, whether related to this Agreement or otherwise (in the case of towns or other municipal corporations, only as they relate to this Agreement) 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. Such records shall be maintained for a period of seven (7)

years from the date of termination or expiration of this Agreement. Specific records shall be kept as to the hours of all personnel.

## **5. Personnel Salaries, Pension and Employee Benefit Plans, Rules and Procedures**

Whenever requested by the Youth Bureau or the Department of Audit and Control, the Contractor shall submit to the Youth Bureau a certified copy of its current salary scale for all positions listed in the Budget, a copy of its personnel rules and procedures and any subsequent modifications thereof, a copy of its pension plan and any other employee benefit plans or arrangements, and any amendments thereto, for review and approval, and such additional financial information in connection therewith, as may reasonably be requested by the Youth Bureau or the Department of Audit and Control. The Contractor shall not be entitled to reimbursement for costs under any such plans or arrangements that are unreasonable in the opinion of the Suffolk County Comptroller when compared to current market costs for similar plans or arrangements between unrelated parties. In the case of any such plan or arrangement that is self-funded by the Contractor directly or by payments to a related entity, upon request by the Youth Bureau or the Department of Audit and Control, the Contractor shall submit a reconciliation of the total amount claimed for reimbursement of payments under such plan or arrangement with actual costs incurred, and any auditable administrative or claims processing expenses, by the Contractor or related entity on behalf of the Contractor and its employees.

## **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 fiscal year in which the Contractor has received, or will receive, \$300,000 or more from the County, whether under this Agreement or otherwise, and shall submit a report 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 (RFPs) 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 (GAGAS). 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) Furthermore, if 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 period within which it receives

funding under this Agreement ("fiscal year"), 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 just referred to.

(e) The Contractor must submit a statement in writing, certified by its chief financial officer, which states the amount of Federal funding expended by the Contractor during such fiscal year. The Contractor must mail or deliver the certified statement to the Youth Bureau and to 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 should 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 (if applicable) and other audit reports, if required, must be transmitted to the Youth Bureau and to the Executive Director of Auditing Services at the address just set forth. 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 period to which the audit relates.

(g) These requirements do not preclude the Youth Bureau or the Suffolk County Comptroller or their authorized representatives or Federal or State auditors from auditing the records of the Contractor. Therefore, the records of the Contractor must be made available to authorized representatives of Federal, State or County government for that purpose.

The provisions of the foregoing subparagraphs (a) through (g) of this paragraph shall survive the expiration or termination of this Agreement.

## **7. Furniture, Fixtures, Equipment, Materials, Supplies**

### **(a) Purchases, etc. Requiring Prior Approval**

Prior to placing any order to purchase, rent or lease any furniture, fixtures, or equipment, (i) valued in excess of two hundred dollars (\$200.00) per unit, or (ii) included but not itemized, in the Budget, 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, extended 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 unless specifically described otherwise in the Budget.

### **(b) Purchase Practices**

The Contractor agrees to 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. The County reserves the right to purchase or obtain for the Contractor furniture, fixtures, equipment, materials or supplies which shall be in accordance with the programmatic needs of this Agreement. 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 Program and entrusted to the Contractor shall remain in the County, and the Contractor shall attach labels indicating the County's ownership if the County has not done so.

**(c) Proprietary Interest of County**

The County shall retain a proprietary interest in all furniture, removable fixtures, equipment, materials or supplies purchased or obtained by the Contractor and paid for or reimbursed to the Contractor pursuant to the terms of this Agreement or any prior agreement. Upon the termination of this Agreement, or of any renewal thereof, the discontinuance of the business of the Contractor, the failure of the Contractor to comply with the terms of this Agreement, 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, the County shall have the right to take title to and possession of all such furniture, removable fixtures, equipment, materials and supplies, and the same shall thereupon become the property of the County without any claim for reimbursement on the part of the Contractor. As directed by the County, the Contractor shall attach identifying labels on all furniture, removable fixtures and equipment indicating the proprietary interest of the County.

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

**(e) Protection of Property in Contractor's Custody**

The Contractor shall maintain vigilance and take all reasonable precautions to protect the furniture, fixtures, equipment, materials 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, materials 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 immediately shall send the County a detailed, written report thereon.

**(f) Disposition of Property in Contractor's Custody**

Upon termination of the County's funding of the Program covered by this Agreement or by any renewal hereof, 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 agrees to submit to the Youth Bureau, on request, any lease and/or rental agreement that the Contractor has entered into for space, furniture, fixtures or equipment for the program and, in advance, any such new or renewal lease or agreement during the term of this Agreement, accompanied (in the case of a lease of space) by a detailed layout of the premises, which indicates the space that is to be occupied by the County-funded program.

## **9. Loan Approval**

The Contractor agrees that, in the event that the County provides funding (under this Agreement or otherwise) exceeding in the aggregate 20 percent of the Contractor's total funding for all of its operations from all sources, then the Contractor must secure the prior approval of the County for any loan in excess of \$5,000.00.

## **10. Contractor's Staff**

### **(a) Resumes**

The Contractor, at its own expense, agrees to furnish to Youth Bureau resumes of all personnel to be hired for the program referred to in this Agreement, prior to their being hired. Resumes shall include, but not be limited to:

- (i) Previous job titles(s) of the individual employee and the length of employment under each title; and/or
- (ii) Previous experience and length of previous experience with a task or tasks similar or equal to the program.

### **(b) Contractor Letters**

The Contractor agrees to furnish to the County letter(s) regarding all personnel to be hired for the program. The letter(s) shall include, but not be limited to:

- (i) The specific tasks to be performed by the individual employees during the course of the program;
- (ii) Salaries and hours to be worked by the individual employees during the course of the program.

### **(c) County Approval**

The County reserves the right to approve principal program personnel proposed by the Contractor at the time of entering into this Agreement. Reasons for the County not approving said personnel shall be for lack of qualification or lack of demonstration by the Contractor that said proposed personnel will not have deleterious effect on the proper and efficient operation of the program.

### **(d) Job Descriptions, Qualifications**

The Contractor will nominate to the Youth Bureau a project director chosen on the basis of the job description below. The Director of the Youth Bureau shall review such nominations and may confirm them. Other staff positions provided for in this Agreement will be filled in accordance with written job descriptions as provided below. Employment of any staff member under the terms of this Agreement shall be subject to ongoing review for competency and aptitude of the staff member by the Director of the Youth Bureau.

or his/her designees. The Youth Bureau may recommend dismissal or suspension of any staff member under this Agreement, and may discontinue or suspend reimbursement for claims upon thirty days notice to the Contractor if the Contractor does not comply with such recommendations.

**(i) Project Director**

- A. Qualifications: Graduation from an accredited college and/or university with a Master's Degree in Social Work; or a Bachelor's Degree (4 year college degree) plus 2 years experience in Human Services.
- B. Duties: Responsible for overall project, hires and fires staff; chairs youth advisory committee; administers and directs all Contractor programs; is responsible to Board of Directors of the Contractor and has immediate charge of and responsibility for facility and youth services program; renders direct services to clients as required; selects, trains and supervises program aides, nonprofessional staff and volunteers; has charge of a petty cash account; makes purchases and expends funds under the direction of the treasurer of the corporation or such other officers as the Board of the corporation may direct.

**(ii) Youth Worker**

- A. Qualifications: Bachelor's Degree (4 year college degree from an accredited college).
- B. Duties: Provides counseling, group work services, and professional supervision in lounge activities, is responsible to the project director. Also shall keep written records and reports of work accomplished; shall demonstrate ability to learn, ability to relate successfully to clients and the community, and capacity for development in professional use of self in relationships.

**(iii) Program Aides**

- A. Qualifications: High School Diploma and preferably with some paid experience in youth work.
- B. Duties: Report to project director; shall carry out assignments as paraprofessionals; shall keep written records and reports of work accomplished; shall demonstrate ability to learn, ability to relate successfully to clients and community, and capacity for development in professional use of self in relationships.

See also the sub-paragraph headed, "Contractor's Staff" of Paragraph 3 of this Exhibit A.

**11. Statement of other Contracts**

The Contractor has attached, and in the event of any change, will attach to any extension agreement/amendment of this Agreement, a Statement of Other Contracts in the form annexed to this Agreement. The Contractor represents and warrants that any such Statement of Other Contracts is and will be a complete list of all other contracts (i) which are currently in effect or (ii) which have expired within the past 12 months and have not been renewed, and under which funds have been, are being or will be received by the Contractor from any department or agency of the County, the United States of America, the State of New York or other municipalities or organizations.

**12. Offset of Arrears or Default**

The Contractor warrants that it is not, and shall not be during the term of this Agreement, in arrears to the County for taxes or upon debt or contract and is not, and shall not be during the term of this Agreement, in default as surety, contractor or otherwise on any obligation to the County, and the Contractor

agrees that the County may withhold the amount of any such arrearage or default from amounts payable to the Contractor under this Agreement.

### **13. 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, for the purposes of set-off, any money due to the Contractor under this contract up to any amounts due and owing to the County with regard to this contract and/or any other contract with any County department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the County for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The County shall exercise its set-off rights in accordance with normal County practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the County agency, its representatives, or the County Comptroller, and only after legal consultation with the County Attorney.

### **14. Confidentiality**

(a) Contractor expressly agrees to preserve the confidentiality of all data and information shared, received, collected, or obtained as a result of this Agreement. No disclosure, redisclosure or release of such data or information is to be made, permitted, or encouraged by the Contractor or its officers or employees, except as expressly authorized by law. It is further understood and agreed that no such data or information to be used for personal benefit. The Contractor further agrees that its employees shall be specifically instructed in regard to their obligation to keep such data and information in confidence and their liability upon breach of confidentiality to all the penalties prescribed by law.

(b) The Contractor further agrees to implement such procedures for safeguarding information as the Youth Bureau shall require. The Contractor further agrees to indemnify and hold the County and the Youth Bureau harmless against any loss, damage, cost or expense arising out of any suit, claim or demand which may be brought or made against the County or the Youth Bureau by reason of a breach of these provisions.

(c) In addition, the Contractor agrees to maintain the confidentiality of all information in conformity with the provisions of applicable local, State and Federal laws and regulations.

### **15. Gratuities**

The Contractor represents and warrants that it has not offered or given any gratuity to any official, employee or agent of Suffolk County or New York State or of any political party, with the purpose of interfering with 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, and that the signer of this Agreement has read and is familiar with the provisions of Local Law No. 32-1980 of Suffolk County (Chapter 386 of the Suffolk County Code).

### **16. Public Disclosure**

The Contractor represents and warrants that Contractor has filed with the Comptroller of Suffolk County the verified public disclosure statement required by Suffolk County Administrative Code Section A5-7 and shall file an update of such statement with the said Comptroller on or before the 31st day of January in each year of this Agreement'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

this Agreement, 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 Agreement

## 17. Independent Contractor

The relationship of the Contractor to the County shall be that of an independent contractor. The Contractor, in accordance with its status as an independent contractor, covenants and agrees that neither the Contractor nor any of its officers, directors or employees will hold itself or themselves out as, or claim to be an officer or employee of the County by reason of this Agreement, and that neither it nor any of them will, by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County, including, but not limited to, Workers' Compensation coverage, unemployment insurance benefits, Social Security coverage, or retirement membership or credits.

## 18. Certificate of Incorporation; Board Meetings

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

(b) Minutes of the Contractor's annual board meeting and one other board meeting, no longer than six (6) months thereafter, should be forwarded to the Youth Bureau within two (2) weeks after the conclusion of the meetings.

## 19. Indemnification

The Contractor agrees that it shall protect, indemnify and hold harmless the County and its officers, officials, members, employees, agents and invitees from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and costs, including reasonable attorneys' fees, and shall defend the County in any suit, including appeals, or at the County's option, pay reasonable attorney's fees for defense of any such suit arising out of the acts or omissions or negligence of the Contractor, its agents, employees or subcontractors in connection with the services described or referred to in this Agreement.

## 20. Insurance

a. The Contractor agrees to procure, pay the entire premium for and maintain throughout the term of this Agreement, insurance in amounts and types specified by the County and as may be mandated and increased from time to time. The Contractor agrees to require that all of its subcontractors, in connection with work performed for the Contractor related to this Agreement, procure, pay the entire premium for and maintain throughout the term of this Agreement insurance in amounts and types equal to that specified by the County for the Contractor. Unless otherwise specified by the County and agreed to by the Contractor, in writing, such insurance will be 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.

ii. **Automobile Liability** insurance (if any vehicles are used by the Contractor in the performance of this Agreement) 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 (\$100,000.00) for property damage per occurrence.

iii. **Worker's 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 this Agreement, 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, this Agreement shall be void and of no effect unless the Contractor shall provide and maintain coverage during the term of this Agreement for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

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

b. All policies providing such coverage shall be issued by insurance companies with an A.M. Best rating of A- or better.

c. The Contractor shall furnish to the County Declaration Pages for each such policy of insurance and upon request, 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 County of Suffolk shall be named as an additional insured and the Contractor shall furnish a Declaration Page and endorsement page evidencing the County's status as an additional insured on said policy.

d. All such Declaration Pages, certificates and other evidence of insurance shall provide for the County of Suffolk to be notified in writing thirty (30) days prior to any cancellation, nonrenewal or material change in said policies. Such Declaration Pages, certificates, policies and other evidence of insurance and notices shall be mailed to the Department at its address set forth in the paragraph entitled "Notices and Contact Persons" or at such other address of which the County shall have given the Contractor notice in writing.

e. In the event Contractor shall fail to provide the Declaration Pages or certificates of insurance or to maintain any insurance required by this Agreement, the County may, but shall not be required to, obtain such policies and deduct the cost thereof from payments due Contractor under this Agreement or any other agreement between the County and Contractor.

f. If the Contractor is a town or other municipal corporation and has a self-insurance program under which it acts as a self-insurer for any of such required coverage, it may provide self-funded coverage and certificates or other evidence of such self-insurance in lieu of insurance issued by insurance companies.

**21. Notices and Contact Persons**

**a. Notices Relating to Payments, Reports or Other Submissions**

Any communication, notice, claim for payment, report, insurance documents or other submission necessary or required to be made by the parties regarding this Agreement 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 address that may be specified in writing by the parties:

For the Youth Bureau:

Suffolk County Youth Bureau  
H. Lee Dennison Building- 3<sup>rd</sup> Floor  
100 Veterans Memorial Highway, P.O. Box 6100  
Hauppauge, NY 11788  
Attention: Patrick Policastro

and

For the Contractor:

At the address set forth on page one of this Agreement, attention of the person who executed this Agreement or such other designee as the parties may agree in writing.

**b. Notices Relating to Insurance, Indemnification and Termination**

Any communication or notice regarding insurance, indemnification, termination or litigation shall also be sent to the following address, or at such other address that may be specified in writing by the County:

Christine Malafi, County Attorney  
Suffolk County Department of Law  
H. Lee Dennison Building- 6<sup>th</sup> Floor  
100 Veterans Memorial Highway, P.O. Box 6100  
Hauppauge, NY 11788

c. All notices must be delivered: (i) personally (personal service on the County must be pursuant to New York Civil Practice Law and Rules Section 311); or (ii) by nationally recognized overnight courier; or (iii) mailed by registered or certified mail in a postpaid envelope addressed.

d. Notice shall be deemed to have been duly given (i) if delivered personally, upon acceptance or refusal thereof; (ii) if by nationally recognized overnight courier, the first Business Day subsequent to transmittal; and (iii) if mailed by registered or certified mail, upon the seventh business day after the mailing thereof. Any notice by either party to the other with respect to the commencement of any lawsuit or legal proceeding shall be effected pursuant to and governed by the New York Civil Practice Law and Rules or the Federal Rules of Civil Procedure, as applicable.

e. In the event the Contractor receives a notice or claim or becomes a party (plaintiff, petitioner, defendant, respondent, third party complainant, third party defendant) to a lawsuit or any legal proceeding related to this Agreement, the Contractor shall immediately forward to the County Attorney

at the addresses set forth in sub-paragraph b above, copies of all papers filed by or against the Contractor.

f. 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).

## 22. Nondiscrimination in Employment & Affirmative Action

The Contractor agrees in connection with the performance of this Agreement as follows:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, sex, national origin, age, disability, sexual orientation, military status, or marital status and will undertake or continue existing programs of affirmative action to ensure that women and minority group members are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, lay-off, or termination and rates of pay or other forms of compensation.

(b) The Contractor shall require each employment agency, labor union or authorized representative of workers, with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, sex, national origin, age, disability, sexual orientation, military status, or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of this Agreement, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, sex, national origin, age, disability, sexual orientation, military status, or marital status

## 23. Nondiscrimination in Services

(a) Furthermore, the Contractor, in providing services under this Agreement, shall not, on the grounds of race, creed, color, sex, national origin, age, disability, sexual orientation, military status, or marital status:

(i) Deny an individual any services or other benefits provided under the program;

(ii) Provide any services or other benefits to an individual which are different, or are provided in a different manner, from those provided to others under the program;

(iii) Subject an individual to segregation or separate treatment in any matter related to his/her receipt of any services or other benefits provided under the program;

(iv) Restrict an individual in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any services or other benefits provided under the program;

(v) Treat an individual differently from others in determining whether or not the individual satisfies any eligibility or other requirements or conditions which individuals must meet in order to receive any aid, care, services, or other benefits provided under the program.

(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, national origin, sex, age, disability or marital status or have the effect of defeating or substantially impairing accomplishment of the objectives of

the program in respect to individuals of a particular race, creed, color, sex, national origin, age, disability, sexual orientation, military status, or marital status in determining:

- (i) The types of services or other benefits to be provided under the program, or
- (ii) The class of individuals to whom, or the situations in which, such services or other benefits will be provided under the program, or
- (iii) The class of individuals to be afforded an opportunity to participate in the program.

## **24. Nonsectarian Declaration**

The Contractor agrees that all services performed under this Agreement are secular in nature, that no funds received pursuant to this Agreement will be used, and no expenses will be reimbursed, for sectarian purposes or to further the advancement of any religion, and that no services performed under this program will discriminate on the basis of religious belief. Furthermore, the Contractor agrees that all program services and other benefits of the program(s) funded under this Agreement are and will be available to any person without regard to religious belief or affiliation.

## **25. Work Experience Participation**

If the Contractor is a nonprofit or governmental agency or institution, each of the Contractor's locations in Suffolk County at which services are provided under this Agreement 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 this Agreement. 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 this Agreement, 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 this Agreement 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 this Agreement, for which the County may withhold payment, terminate this Agreement or exercise such other remedies as may be appropriate in the circumstances.

## **26. Human Services Division Technical Assistance and Training:**

(a) The Contractor agrees to participate in the Human Services Division Technical Assistance and Training Program. Such agreed participation will include staff training on the topic of HIV/AIDS and not more than three (3) days per year attendance at training on topics that may include, but not be limited to contract financial reporting, the setting of service goals and objectives, and program development.

(b) The Contractor may participate, at its election, in any additional training made available by the Human Services Division.

## **27. Publications, Copyrights and Patents**

### **(a) Publications**

The Contractor shall not issue or publish any book, article, announcement, report or other publication relating to the subject program without prior written permission from the County. Any such printed matter or other publication shall bear the following statement in clear and legible print:

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

### **(b) Copyrights**

If the work of the Contractor under this Agreement 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 municipality or government agency or body designated by the County, a royalty-free, nonexclusive license to produce, reproduce, publish, translate or otherwise use any such materials.

(c) **Patents**

If the Contractor under this Agreement makes any discovery or invention in the course of or as a result of work performed under this Agreement, 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 municipality or government agency or body designated by the County, a royalty-free, nonexclusive license to produce or otherwise use any item so discovered or patented.

**28. Information Access**

Subject to any applicable provisions of law or regulations, the Youth Bureau shall not be denied access to any information, records, or reports that are within the purview of this Agreement.

**29. Cooperation on Claims**

The Contractor agrees to render diligently to the County any and all cooperation, without additional compensation, that may be required to defend the County against any claims, demand, or action that may be brought against the County in connection with this Agreement.

**30. Assignment and Subcontracting**

(a) The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this Agreement, or any of its right, title or interest therein, or its power to execute this Agreement, or assign all or any portion of the monies that may be due or become due thereunder, to any other person or corporation, without the prior consent in writing of the County, and any attempt to do any of the foregoing without such consent shall be of no effect.

(b) The Contractor shall not enter into subcontracts for any of the work contemplated under this Agreement without obtaining prior written approval of the Youth Bureau. Such subcontracts shall be subject to all of the provisions of this Agreement and to such other conditions and provisions as the Youth Bureau may deem necessary; provided, however, that notwithstanding the foregoing, unless otherwise provided in this Agreement, such prior written approval shall not be required for the purchase of articles, supplies, equipment and services which are incidental to, but necessary for, the performance of the work required under this Agreement. No approval by the Youth Bureau of any subcontract shall provide for the incurrence of any obligation by the County in addition to the total agreed upon price. The Contractor shall be responsible for the performance of any subcontractor for the delivery of service.

**31. Right to Renegotiate**

The Contractor hereby agrees that this Agreement may be renegotiated in the event of substantial changes in applicable laws or regulations, affecting the Contractor's or the County's obligations under this Agreement.

**32. Living Wage Law**

The Consultant agrees it has read and will comply with 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 this Agreement and to seek other remedies as set forth therein, for violations of this Law.

### **33. Child Sexual Abuse Reporting Policy**

The Contractor agrees it has read and will comply with Chapter 577, Article IV, 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 this Agreement with regard to child sexual abuse reporting policy.

### **34. Certification**

The parties to this Agreement hereby certify that, other than the funds provided in this Agreement and other valid Agreements with the County, there is no known relationship within the third degree of consanguinity, life partner or business, commercial, economic, or financial relationship between the parties, the signatories to this Agreement, and any partners, members, directors, or shareholders of five percent (5%) (or more) of any party to this Agreement.

### **35. Civil Actions**

The Contractor represents that it shall not use any of the moneys received under this Agreement, either directly or indirectly, in connection with the prosecution of any civil action against the County of Suffolk or any of its programs, funded by the County, in part or in whole, in any jurisdiction or any judicial or administrative forum.

### **36. Local Law No. 26-2003**

The Contractor represents and warrants that it has read and is familiar with the requirements of Article 1, Chapter 466 of the Suffolk County Local Laws, "Use of County Resources to Interfere with Collective Bargaining Activities." County Contractors (as defined) shall comply with all requirements of Local Law No. 26-2003 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 County of Suffolk 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 Contractor services are performed on County property the Contractor must adopt a reasonable access agreement, a neutrality agreement, fair communication agreement, nonintimidation agreement and a majority authorization card agreement.

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

Under the provisions of Local Law No. 26-2003, the County shall have the authority, under appropriate circumstances, to terminate this Agreement and to seek other remedies as set forth therein, for violations of this Law.

### **37. Conflict of Interest**

Contractor agrees that it will not, during the term of this Agreement, engage in any activity that is contrary to and/or in conflict with the goals and purposes of the County and the Contractor is charged with the duty to disclose to the County the existence of any such adverse interests, whether existing or potential.

### **38. Governing Law**

This Agreement shall be governed by the laws of the State of New York. In the event of any dispute or litigation, the venue of any proceeding to determine the rights and liabilities of the respective parties arising under this Agreement shall be in New York Supreme Court, Suffolk County; or in the event of a proceeding in the federal courts, in the District court for the Eastern District of New York.

### **39. Suffolk County Local Laws**

Suffolk County Local Laws, Rules and Regulations can be found on the Suffolk County web site at [www.co.suffolk.ny.us](http://www.co.suffolk.ny.us). Click on "Laws of Suffolk County" under "Suffolk County Links".

### **40. Severability; No Implied Waiver**

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

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

### **41. No Intended Third Party Beneficiaries**

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

### **42. Merger; No Oral Changes**

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

— End of Text of Exhibit A —

INDIVIDUAL PROGRAM APPLICATION

Funding Category:

OCFS Central Office use only

Sponsoring Municipality: TOWN OF RIVERHEAD County:   
 Implementing Agency: RIVERHEAD JUVENILE AID BUREAU   
 Program Title: RIVERHEAD POLICE ATHLETIC LEAGUE (SOCCER)   
 Agency Address: 210 HOWELL AVENUE, RIVERHEAD, NY 11901   
Street City

HPCI

Program Code: \_\_\_\_\_

Total Program Budget \$ 1,000 (100%)   
 OCFS Funds Requested \$ \_\_\_\_\_ (% of total)

State Zip Code

Federal ID #: 11-6001935   
 Charities Reg #:

Period of Actual Program Operation -- From: 1/1/06 To: 12/31/06

PHIL CARDINALE

Executive Director  Board Chairperson

Signature

(631) 727-320   
 Telephone Number

DAVID J. HEGERMILLER

Contact Person

CHIEF OF POLICE

Title

(631) 727-320   
 Telephone Number

JOHN HANSEN

Fiscal Officer

FINANCIAL ADMINISTRATOR

Title

(631) 727-320   
 Telephone Number

The Agency is:  Private, Not-for-Profit  Public  Religious Corporation

PROGRAM SITES -- Most Significant (3 Maximum)

NYC ONLY

Type	Address (Street, City, State, Zip)	Assembly Dist. No.	NYS Senate Dist. No.	Local Plan'g Bd.	City Council District
OFFICE	210 HOWELL AVE, RVD, NY				

PROGRAM SUMMARY: (MAXIMUM OF 350 CHARACTERS - approximately 45 Words)

Athletic program for youth designed to act as a juvenile crime prevention program.

PROGRAM PROFILE

	Problem/Need	Target Population	Service Methods	Number of Youth To be Served
Primary				
Secondary				

Unduplicated Count of Youth and Clients Served (All Activities)

Direct Services will NOT be provided by this program

Sex of program participants - Male: \_\_\_\_\_ % Female: \_\_\_\_\_ %   
 Ethnicity - Whites: \_\_\_\_\_ % Black: \_\_\_\_\_ % Hispanic: \_\_\_\_\_ % Native American: \_\_\_\_\_ % Asian: \_\_\_\_\_ % Other: \_\_\_\_\_ %   
 Age - 0-4: \_\_\_\_\_ % 5-9: \_\_\_\_\_ % 10-15: \_\_\_\_\_ % 16-20: \_\_\_\_\_ %

**PROGRAM BUDGET  
APPENDIX B**

PROGRAM CODE: \_\_\_\_\_

CONTRACT NUMBER: \_\_\_\_\_

AGENCY / MUNICIPALITY RIVERHEAD JUVENILE AID BUREAU

PROGRAM TITLE POLICE ATHLETIC LEAGUE - SOCCER (PAL - SOCCER)

**PERSONAL SERVICES**

*HPC1*

POSITION TITLE	RATE OF PAY	BASIS	TOTAL OCFS PROGRAM AMOUNT (1)	TOTAL OCFS FUNDS REQUESTED FOR THIS PROGRAM
Secretary	\$1,560.46	BW	\$ 1,000.00	
	\$		\$	
	\$		\$	
	\$		\$	
	\$		\$	
	\$		\$	
	\$		\$	
TOTAL SALARIES AND WAGES			\$ 1,000.00	\$
TOTAL FRINGE BENEFITS			\$	\$
TOTAL PERSONAL SERVICES (1)			\$ 1,000.00	\$

**CONTRACTED SERVICES AND STIPENDS**

TYPE OF SERVICE OR CONSULTANT TITLE	RATE OF PAY	BASIS	TOTAL OCFS PROGRAM AMOUNT (1)	
	\$		\$	
	\$		\$	
	\$		\$	
	\$		\$	
TOTAL CONTRACTED SERVICES (2)			\$ 0	\$
TOTAL MAINTENANCE & OPERATION (3)			\$ 0	\$

LIST EQUIPMENT TO BE PURCHASED OR RENTED:

**FACILITY REPAIRS**

PROGRAM SITE			
	\$		
	\$		
TOTAL FACILITY REPAIRS (4)	\$ 0		\$

TOTAL OCFS PROGRAM AMOUNT	\$ 1,000.00	
TOTL OCFS FUNDS REQUESTED	<del>2,000.00</del>	\$

LIST OTHER FUNDING SOURCES:  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

REIMBURSABLE TOTAL  
MUNICIPAL FUNDING  
OTHER SOURCES

4/18/06

TOWN OF RIVERHEAD

Adopted

ORDER CALLING PUBLIC HEARING  
RIVERHEAD WATER DISTRICT  
LATERAL WATER MAIN  
Carrera Property, Wading River

Resolution #369

Adopted \_\_\_\_\_

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

WHEREAS, a petition has been filed by the owners of the subdivision known as Carrera Property, Wading River, located at the end of Old Field Court in Wading River, for the installation of a lateral water main of the Riverhead Water District, and

WHEREAS, by letter and report dated February 15, 2006, H2M, consulting engineers to the Riverhead Water District, did prepare a report detailing the necessary measures and costs associated with extending a lateral water main to the proposed subdivision, and

WHEREAS, this development will consist of the construction of four (4) new single family dwellings to be accessed via a new private roadway, with approximately 700 linear feet of eight inch diameter water main to be installed along Old Field Court and the proposed roadway, and

WHEREAS, a map and plan is available for review and inspection at the Office of the Riverhead Town Clerk, 200 Howell Avenue, Riverhead, New York, during normal business hours, and

WHEREAS, all costs associated with this lateral shall be borne by the petitioner with an estimated cost of \$53,500 and the petitioner will be required to pay key money in the amount of \$2,500 for each proposed dwelling unit for a total cost of \$10,000. This cost represents the infrastructure costs to the Riverhead Water District to service these additional residences, and

WHEREAS, the Town Board desires to call a public hearing to consider the aforementioned petition, and

NOW, THEREFORE, BE IT

RESOLVED, that the Town Clerk be and is hereby authorized to publish and post a Notice of Public Hearing to be held on the 16th day of May, 2006, at 7:05 p.m at the ~~Riverhead~~

Senior Citizen Human Resource Center, Shade Tree Lane, Aquebogue, New York, to hear all interested persons with regard to the proposed petition for a lateral water main to service the new proposed development to be known as Carrera Property, Wading River, to be accessed via a new private roadway at the end of Old Field Court, and

BE IT FURTHER RESOLVED, that the Town Clerk be and is hereby authorized to publish and post a copy of this resolution in full in the April 27, 2006, edition of The News Review, and

BE IT FURTHER RESOLVED, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to Gary Pendzick, Frank Isler, Esq., the applicant, and H2M.

BY ORDER OF THE RIVERHEAD  
TOWN BOARD  
BARBARA GRATTAN  
TOWN CLERK

Dated: April 18, 2006  
Riverhead, NY 11901

RESOLUTION PREPARED BY FRANK A. ISLER FOR THE RIVERHEAD WATER DISTRICT

THE VOTE  
Dunleavy  yes \_\_\_ no Bartunek  yes \_\_\_ no  
Blass  yes \_\_\_ no Densieski  yes \_\_\_ no  
Cardinale  yes \_\_\_ no  
THE RESOLUTION  WAS \_\_\_ WAS NOT  
THEREFORE DULY ADOPTED

4/18/06

# Adopted

TOWN OF RIVERHEAD

Resolution # 370

**AUTHORIZES THE TOWN CLERK TO PUBLISH AND POST PUBLIC NOTICE TO CONSIDER A LOCAL LAW TO AMEND CHAPTER 108 ENTITLED, "ZONING" OF THE RIVERHEAD TOWN CODE (DEFINITIONS - RESTAURANTS)**

COUNCILMAN BARTUNEK

offered the following resolution, was seconded by

COUNCILMAN DENSIESKI :

**RESOLVED**, the Town Clerk be and is hereby authorized to publish the attached public notice to consider a local law to amend Chapter 108 entitled, "Zoning" of the Riverhead Town Code once in the April 27, 2006 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 the Town Clerk be and is hereby directed to forward a copy of this resolution to the Riverhead Planning Department; the Riverhead Planning Board; the Riverhead Board of Appeals; the Riverhead Building Department; the Riverhead Code Enforcement Office and the Office of the Town Attorney.

THE VOTE

Dunleavy  yes \_\_\_ no Bartunek  yes \_\_\_ no  
Blass  yes \_\_\_ no Densieski  yes \_\_\_ no  
Cardinale  yes \_\_\_ no

THE RESOLUTION  WAS \_\_\_ WAS NOT  
THEREFORE DULY ADOPTED

**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 2nd day of May, 2006 at 7:20 o'clock p.m. to consider a local law to amend Chapter 108 entitled, "Zoning" of the Riverhead Town Code as follows:

Chapter 108  
ZONING  
ARTICLE I, General Provisions

**§ 108-3. Definitions; word usage.**

RESTAURANT -- A use in a building having as its sole purpose the preparation and serving of food to patrons for consumption on the premises within furnished dining areas, including as a possible accessory use the serving of alcoholic beverages with meals and which does not provide for nor permit the consumption of such food in vehicles or ~~informally outdoors on the premises.~~ A restaurant shall not be construed to include ~~any form of live entertainment, except by special permit of the Town Board,~~ or any form of drive-in, open-front or curbside eating establishments, cart, wagon, vehicle, lunch wagon, dining car or camp car or any form of tavern, bar, nightclub or similar entertainment establishment.

Dated: Riverhead, New York  
April 18, 2006

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

**BARBARA GRATTAN, Town Clerk**

\* Overstrike represents deletion(s)

April 18, 2006

**Adopted**

TOWN OF RIVERHEAD

Resolution # 371

**AUTHORIZES TOWN CLERK TO PUBLISH AND POST PUBLIC NOTICE TO CONSIDER THE PURCHASE OF DEVELOPMENT RIGHTS OF A PARCEL LOCATED IN THE TOWN OF RIVERHEAD (purported owner: Jeffrey S. Batch)**

**COUNCILMAN DENSIESKI** offered the following resolution, was seconded  
by  
**COUNCILMAN DUNLEAVY** :

**WHEREAS**, pursuant to the provisions of §247 of the New York State General Municipal Law, fee simple owners of agricultural lands may elect to sell and the Town of Riverhead may elect to purchase development rights associated with said lands; and

**WHEREAS**, Jeffrey S. Batch has expressed a desire to sell the development rights on approximately 4.36 acres of agricultural lands located on the Easterly side of Horton Avenue, North of Reeves Avenue, Riverhead, New York, at \$90,000.00 per acre, further described as Suffolk County Tax Map #0600-63-1- p/o 11, to the Town of Riverhead.

**NOW THEREFORE BE IT RESOLVED**, that the Town Clerk be and is hereby authorized to publish and post the attached public notice to consider the purchase of development rights of agricultural lands owned by Jeffrey S. Batch, once in the April 27, 2006, issue of the News Review, the official newspaper designated for these purposes, and also to cause a copy of the proposed purchase of development rights to be posted on the sign board of the Town in the Office of the Town Clerk; and be it further

**RESOLVED**, that the Town Clerk be and is hereby directed to forward a copy of this resolution to Jeffrey S. Batch, Horton Avenue, Riverhead, NY 11901; the Farmland Select Committee; Peconic Land Trust, Attn: Marian Sumner, 296 Hampton Road, P.O. Box 1776, Southampton, New York, 11969; the Planning Department; the Assessor's Office; the Tax Receiver's Office; the Accounting Office and the Town Attorney's Office.

**THE VOTE**

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

**THE RESOLUTION**  **WAS**  **WAS NOT**  
**THEREFORE DULY ADOPTED**

**TOWN OF RIVERHEAD  
NOTICE OF PUBLIC HEARING**

**PLEASE TAKE NOTICE** that a public hearing will be held on the 16th day of May, 2006 at 7:10 PM o'clock p.m., at the Riverhead Senior Citizen-Human Resources Center, Shade Tree Lane, Aquebogue, New York to hear all interested persons to consider the purchase of development rights on 4.36 +/- acres of agricultural lands owned by Jeffrey S. Batch, located on the Easterly Side of Horton Avenue, North of Reeves Avenue, Riverhead, New York, at \$90,000.00 per acre, further described as Suffolk County Tax Map #0600-63-1- p/o 11, to the Town of Riverhead, pursuant to §247 of the New York State General Municipal Law and Chapter 44 of the Riverhead Town Code.

Dated: Riverhead, New York  
April 18, 2006

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF RIVERHEAD

BARBARA GRATTAN, Town Clerk

April 18, 2006

**Adopted**

TOWN OF RIVERHEAD

Resolution # 372

**AUTHORIZES TOWN CLERK TO PUBLISH AND POST PUBLIC NOTICE TO CONSIDER THE PURCHASE OF DEVELOPMENT RIGHTS OF A PARCEL LOCATED IN THE TOWN OF RIVERHEAD (purported owner: Louis and Ottavia Caracciolo)**

COUNCILMAN DUNLEAVY offered the following resolution, was seconded by COUNCILWOMAN BLASS :

**WHEREAS**, pursuant to the provisions of §247 of the New York State General Municipal Law, fee simple owners of agricultural lands may elect to sell and the Town of Riverhead may elect to purchase development rights associated with said lands; and

**WHEREAS**, Louis and Ottavia Caracciolo has expressed a desire to sell the development rights on approximately 20.4 acres of agricultural lands located on the Easterly side of Herricks Lane, Jamesport, New York, at \$90,000.00 per acre, further described as Suffolk County Tax Map #0600-9-1- p/o 6.6 and #600-22-3-p/o 4, to the Town of Riverhead.

**NOW THEREFORE BE IT RESOLVED**, that the Town Clerk be and is hereby authorized to publish and post the attached public notice to consider the purchase of development rights of agricultural lands owned by Louis and Ottavia Caracciolo, once in the April 27, 2006, issue of the News Review, the official newspaper designated for these purposes, and also to cause a copy of the proposed purchase of development rights to be posted on the sign board of the Town in the Office of the Town Clerk; and be it further

**RESOLVED**, that the Town Clerk be and is hereby directed to forward a copy of this resolution to Louis and Ottavia Caracciolo, Herricks Lane, Jamesport, NY 11947; the Farmland Select Committee; Peconic Land Trust, Attn: Marian Sumner, 296 Hampton Road, P.O. Box 1776, Southampton, New York, 11969; the Planning Department; the Assessor's Office; the Tax Receiver's Office; the Accounting Office and the Town Attorney's Office.

THE VOTE

Dunleavy  yes \_\_\_ no Bartunek  yes \_\_\_ no  
Blass  yes \_\_\_ no Densieski  yes \_\_\_ no  
Cardinale  yes \_\_\_ no

THE RESOLUTION  WAS \_\_\_ WAS NOT THEREFORE DULY ADOPTED

**TOWN OF RIVERHEAD  
NOTICE OF PUBLIC HEARING**

**PLEASE TAKE NOTICE** that a public hearing will be held on the 16th day of May, 2006 at 7:15 PM o'clock p.m., at the Riverhead Senior Citizen-Human Resources Center, Shade Tree Lane, Aquebogue, New York to hear all interested persons to consider the purchase of development rights on 20.4 +/- acres of agricultural lands owned by Louis and Ottavia Caracciolo, located on the Easterly Side of Herricks Lane, Jamesport, New York, at \$90,000.00 per acre, further described as Suffolk County Tax Map #0600-22-3- p/o 4 and # 600-9-1-p/o 6.6, to the Town of Riverhead, pursuant to §247 of the New York State General Municipal Law and Chapter 44 of the Riverhead Town Code.

Dated: Riverhead, New York  
April 18, 2006

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

BARBARA GRATTAN, Town Clerk

April 18, 2006

**Adopted**

TOWN OF RIVERHEAD

Resolution # 373

**AUTHORIZES TOWN CLERK TO PUBLISH AND POST PUBLIC NOTICE TO CONSIDER THE PURCHASE OF DEVELOPMENT RIGHTS OF A PARCEL LOCATED IN THE TOWN OF RIVERHEAD (purported owner: James P. Sharkey and Monique Molfetta)**

**COUNCILWOMAN BLASS** \_\_\_\_\_ offered the following resolution, was seconded by **COUNCILMAN BARTUNEK** \_\_\_\_\_ :

**WHEREAS**, pursuant to the provisions of §247 of the New York State General Municipal Law, fee simple owners of agricultural lands may elect to sell and the Town of Riverhead may elect to purchase development rights associated with said lands; and

**WHEREAS**, James P. Sharkey and Monique Molfetta has expressed a desire to sell the development rights on approximately 17.2 acres of agricultural lands located on the South side of Middle Road, Calverton, New York, at \$87,000.00 per acre, further described as Suffolk County Tax Map #0600-100-3- p/o 10.5, to the Town of Riverhead.

**NOW THEREFORE BE IT RESOLVED**, that the Town Clerk be and is hereby authorized to publish and post the attached public notice to consider the purchase of development rights of agricultural lands owned by James P. Sharkey and Monique Molfetta, once in the April 27, 2006, issue of the News Review, the official newspaper designated for these purposes, and also to cause a copy of the proposed purchase of development rights to be posted on the sign board of the Town in the Office of the Town Clerk; and be it further

**RESOLVED**, that the Town Clerk be and is hereby directed to forward a copy of this resolution to James P. Sharkey and Monique Molfetta, 1535 Middle Road, Calverton, NY 11933; the Farmland Select Committee; Peconic Land Trust, Attn: Marian Sumner, 296 Hampton Road, P.O. Box 1776, Southampton, New York, 11969; the Planning Department; the Assessor's Office; the Tax Receiver's Office; the Accounting Office and the Town Attorney's Office.

THE VOTE  
Dunleavy  yes \_\_\_ no Bartunek  yes \_\_\_ no  
Blass  yes \_\_\_ no Densieski  yes \_\_\_ no  
Cardinale  yes \_\_\_ no  
THE RESOLUTION  WAS \_\_\_ WAS NOT  
THEREFORE DULY ADOPTED

**TOWN OF RIVERHEAD  
NOTICE OF PUBLIC HEARING**

**PLEASE TAKE NOTICE** that a public hearing will be held on the 16th day of **May**, 2006 at 7:20 PM o'clock p.m., at the Riverhead Senior Citizen-Human Resources **Center**, Shade Tree Lane, Aquebogue, New York to hear all interested persons to consider **the** purchase of development rights on 17.2 +/- acres of agricultural lands owned by **James P. Sharkey and Monique Molfetta**, located on the South Side of Middle Road, **Calverton**, New York, at \$87,000.00 per acre, further described as Suffolk County Tax Map #0600-100-3- p/o 10.5, to the Town of Riverhead, pursuant to §247 of the New York State General Municipal Law and Chapter 44 of the Riverhead Town Code.

Dated: Riverhead, New York  
April 18, 2006

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF RIVERHEAD

BARBARA GRATTAN, Town Clerk

TOWN OF RIVERHEAD

AUTHORIZATION TO JUNK FIXED ASSETS

RESOLUTION # 374

COUNCILMAN BARTUNEK offered the following resolution, which was seconded  
by COUNCILMAN DENSIESKI.

WHEREAS, after careful consideration, the Accounting Department has made a recommendation that this equipment has no residual value and should be junked and taken off the inventory listing. The Accounting Department hereby requests that the Town Board excess this property so that it may be removed from the records.

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>
21440	HP Deskjet printer	22863	CPU
25443	Keyboard	22533	CPU
25819	Mouse	22875	CPU
25980	Mouse	22210	CPU
23701	Dell docking station	20999	Keyboard
26035	Speaker	21942	Keyboard
26034	Speaker	24165	Keyboard
26033	Subwoofer	24331	Keyboard
21858	Keyboard	23224	Mouse
23152	Mouse	24312	Mouse
22370	Mouse	23222	Mouse
25903	Keyboard	22598	Mouse
23657	Monitor	23298	Monitor
24299	Monitor	23332	Monitor
24775	HP inkjet printer		

THE VOTE

Dunleavy  Yes  No

Bartunek  Yes  No

Blass  Yes  No

Densieski  Yes  No

Cardinale  Yes  No

4/18/06

# Adopted

**AWARDS BID  
TRANSMISSION IMPROVEMENTS, CONTRACT W  
RIVERHEAD WATER DISTRICT**

Resolution #375

Adopted \_\_\_\_\_

COUNCILMAN DENSIESKI  
Councilperson \_\_\_\_\_ offered the following  
resolution which was seconded by Councilperson COUNCILMAN DUNLEAVY,

WHEREAS, this Town Board did authorize the advertisement for bids for the installation of water mains and appurtenances for transmission improvements, Contract W for the Riverhead Water District, and

WHEREAS, the Town Clerk was authorized to advertise for such bids, and

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

WHEREAS, by letter dated April 10, 2006, H2M, consulting engineers to the Riverhead Water District, did recommend that the bid be awarded as follows:

Alessio Pipe & Construction Co.  
Of Huntington, New York  
\$213,075.00

**NOW, THEREFORE, BE IT**

**RESOLVED**, that the bid for the installation of water mains and appurtenances for Transmission improvements, Contract W, for the Riverhead Water District be and is hereby awarded to:

Alessio Pipe & Construction Co.  
Of Huntington, New York  
\$213,075.00

And be it further

RESOLVED, that the town clerk forward certified copies of this resolution to the above named contractor, Frank A. Isler, Esq., H2M, Riverhead Water District and the Accounting Department, and be it further

RESOLVED, that the Town Clerk is hereby authorized to return to all the unsuccessful original bidders their respective bid security, and be it further

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

THIS RESOLUTION PREPARED BY FRANK A. ISLER FOR THE RIVERHEAD WATER DISTRICT

THE VOTE  
Dunleavy  yes \_\_\_ no Bartunek  yes \_\_\_ no  
Blass  yes \_\_\_ no Densieski  yes \_\_\_ no  
Cardinale  yes \_\_\_ no  
THE RESOLUTION  WAS \_\_\_ WAS NOT  
THEREFORE DULY ADOPTED

April 18, 2006

Adopted

TOWN OF RIVERHEAD

EXTENDS BID CONTRACT FOR CALCIUM  
HYPOCHLORITE TABLETS

RESOLUTION # 376

COUNCILMAN DUNLEAVY

\_\_\_\_\_ offered the following resolution, which was  
seconded by COUNCILWOMAN BLASS \_\_\_\_\_:

**WHEREAS**, the Riverhead Water District has requested that the contract with Eagle Control Corp, originally awarded under bid #RWD-04-21, Resolution #519 adopted June 1, 2004, be extended until June 1, 2007 ; and

**WHEREAS**, the above-named vendor has agreed to extend the contract until June 1, 2007 per the attached Bid Extension Notice, at the original bid amount; and

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

**NOW, THEREFORE, BE IT**

**RESOLVED**, that the bid contract for calcium hypochlorite tablets be and is hereby extended to June 1, 2007; and be it further

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

THE VOTE

Dunleavy  yes \_\_\_ no Bartunek  yes \_\_\_ no  
Blass  yes \_\_\_ no Densieski  yes \_\_\_ no  
Cardinale  yes \_\_\_ no

THE RESOLUTION  WAS \_\_\_ WAS NOT  
THEREFORE DULY ADOPTED



# RWD Riverhead Water District

Gary J. Pendzick, Superintendent  
1035 Pulaski Street, Riverhead, New York 11901  
Phone: 631-727-3205 FAX: 631-369-4608

---

## Bid Extension Notice

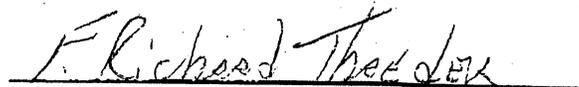
To: Eagle Control Corp.  
From: Riverhead Water District  
Date: March 10, 2006  
Subject: Extension of Bid Services

This letter is to inform you that our current extension for the bid contract with you for Calcium Hypochlorite tablets will expire on June 1, 2006.

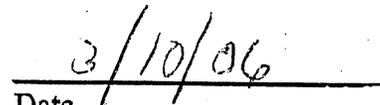
The Town of Riverhead would like to extend this contract for another period of one (1) year until June 1, 2007. This will be the second extension.

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

  
\_\_\_\_\_  
Authorized Signature

  
\_\_\_\_\_  
Print Name

  
\_\_\_\_\_  
Company Name

  
\_\_\_\_\_  
Date

BID #04-21  
BID PROPOSAL SHEET

CALCIUM HYPOCHLORITE TABLETS  
Approx. annual requirement: 800 50-lb pails

\$ 89.50 (Price Per 50-lb. pail)

Quantity discount (if offered)

\$ 79.50 (Price per 50-lb pail

Over 24 50-lb pails)  
(insert # of pails)

Quantity discount (if offered)

\$ 78<sup>00</sup> (Price per 50-lb pail

Over 144 50-lb pails)  
(insert # of pails)

EAGLE CONTROL CORP.  
23 Old Dock Road  
Yaphank, NY 11980  
Ph. 631-924-1315

COMPANY NAME: \_\_\_\_\_

Riverhead Water District

April 18, 2006

# Adopted

**TOWN OF RIVERHEAD**

**AUTHORIZES TOWN CLERK TO PUBLISH & POST  
NOTICE TO BIDDERS FOR WATER SERVICE MATERIALS**

**RESOLUTION # 377**

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

**RESOLVED**, that the Town Clerk be and is hereby authorized to publish and post the attached Notice to Bidders for Water Service Materials; and be it further

**RESOLVED**, that the Town Clerk is authorized to forward a certified copy of this resolution to the Riverhead Water District and the Purchasing Department.

**THE VOTE**

Dunleavy  yes \_\_\_ no \_\_\_ Bartunek  yes \_\_\_ no \_\_\_  
Blass  yes \_\_\_ no \_\_\_ Densieski  yes \_\_\_ no \_\_\_  
Cardinale  yes \_\_\_ no \_\_\_

**THE RESOLUTION  WAS \_\_\_ WAS NOT  
THEREFORE DULY ADOPTED**

**TOWN OF RIVERHEAD  
NOTICE TO BIDDERS**

Sealed bids for the purchase of **WATER SERVICE MATERIALS** for use by the **TOWN OF RIVERHEAD** will be received by the Town Clerk of the Town of Riverhead at Town Hall, 200 Howell Avenue, Riverhead, New York, 11901, until 11:00 a.m. on **May 15, 2006**.

Bid Specifications and/or Plans may be examined and/or obtained at the Town Clerk's office at Town Hall Monday through Friday (except holidays) between the hours of 8:30 a.m. and 4:30 p.m. or by visiting the Town of Riverhead website at [www.riverheadli.com](http://www.riverheadli.com), click on "Bid Requests".

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

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

All bids are to be submitted in a sealed envelope bearing the designation **BIDS FOR WATER SERVICE MATERIALS**.

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF RIVERHEAD

Barbara Grattan, Town Clerk

Company Name: \_\_\_\_\_

# Adopted

April 18, 2006

TOWN OF RIVERHEAD

Resolution # 378

AUTHORIZATION TO PUBLISH ADVERTISEMENT FOR DISPOSAL OF TOWN  
OF RIVERHEAD MUNICIPAL SOLID WASTE

**COUNCILMAN BARTUNEK**

\_\_\_\_\_ offered the following resolution,

**COUNCILMAN DENSIESKI**

which was seconded by \_\_\_\_\_

WHEREAS, the Town Clerk is authorized to publish and post a notice to bidders for proposals for DISPOSAL OF TOWN OF RIVERHEAD MUNICIPAL SOLID WASTE and;

BE IT RESOLVED, the Town Clerk is hereby authorized to publish and post the following public notice in the April 20<sup>th</sup>, 2006 issue of the News Review and;

BE IT RESOLVED, that the Town Clerk be, and hereby is, authorized to forward a copy of this resolution to the Sanitation Department and the Purchasing Department.

THE VOTE

Dunleavy  Yes  No

Bartunek  Yes  No

Blass  Yes  No

Densieski  Yes  No

Cardinale  Yes  No

The Resolution Was  Was Not

Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD  
NOTICE TO BIDDERS

Sealed bids for the **DISPOSAL OF MUNICIPAL SOLID WASTE** for the **TOWN OF RIVERHEAD** will be received by the Town Clerk of the Town of Riverhead at Town Hall, 200 Howell Avenue, Riverhead, New York, 11901, until **11:10 a.m. on April 27, 2005.**

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

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

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

All bids are to be submitted to the Town Clerk's Office in a sealed envelope bearing the designation **BIDS FOR DISPOSAL OF MUNICIPAL SOLID WASTE.**

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF RIVERHEAD

Barbara Grattan, Town Clerk

April 18, 2006

TOWN OF RIVERHEAD

Adopted

RESOLUTION # 379

SUPPORTS THE SUBMISSION OF A GRANT APPLICATION TO THE NEW YORK STATE DIVISION OF CRIMINAL JUSTICE SERVICES

COUNCILMAN DENSIESKI offered the following resolution, which was seconded by COUNCILMAN DUNLEAVY

WHEREAS, grant funding in the amount of \$11,000 has been made available to the Riverhead Central School District by the New York State Division of Criminal Justice Services (DCJS) for the purpose of implementing an anti-gang and anti-violence program in the Riverhead Middle School; and

WHEREAS, The Town has been designated by the DCJS as the fiscal agent for the grant; and

WHEREAS, the Town supports efforts to address gang activity among youth in the Town of Riverhead;

NOW, THEREFORE BE IT RESOLVED, that the Town Board hereby supports the grant application submitted to the DCJS by the Riverhead Central School District; and

BE IT FURTHER RESOLVED, that the Town Board authorizes the Supervisor to sign a Memorandum of Understanding with the Riverhead Central School District for the purpose of grant administration; and

BE IT FURTHER RESOLVED, that the Town Clerk is hereby directed to forward a certified copy of this resolution to Grants Coordinator Jennifer Mesiano, the Town Attorney and the Office of Accounting.

THE VOTE

Dunleavy [checked] yes \_\_\_ no Bartunek [checked] yes \_\_\_ no
Blass [checked] yes \_\_\_ no Densieski [checked] yes \_\_\_ no
Cardinale [checked] yes \_\_\_ no

mesiano\_RCSD

THE RESOLUTION WAS WAS NOT THEREFORE DULY ADOPTED

April 18, 2006

# Adopted

## TOWN OF RIVERHEAD

Resolution # 380

### AUTHORIZES SHOREHAM WADING RIVER HIGH SCHOOL COMMUNITY RELATIONS CLASS PROJECT AT POLICE OFFICER'S MEMORIAL PARK

COUNCILMAN DUNLEAVY

\_\_\_\_\_ offered the following resolution,

which was seconded by COUNCILWOMAN BLASS

**WHEREAS,** Students from Shoreham Wading River High School Community Relations Class complete a class project by cleaning up Police Officer's Memorial Park.

**WHEREAS,** The students will rake, pick up garbage and paint the handball courts.

**NOW, THEREFORE, BE IT RESOLVED,** the Town Board of the Town of Riverhead hereby authorizes the Students of Shoreham Wading River High School Community Relations Class access to Police Officer's Memorial Park to complete their project.

**BE IT FURTHER, RESOLVED,** that the Town Clerk be and is hereby directed to forward a copy of this resolution to the Recreation Department and the Office of the Town Engineer.<sup>1</sup>

#### THE VOTE

Dunleavy	<input checked="" type="checkbox"/>	yes	<input type="checkbox"/>	no	Bartunek	<input checked="" type="checkbox"/>	yes	<input type="checkbox"/>	no
Blass	<input checked="" type="checkbox"/>	yes	<input type="checkbox"/>	no	Densieski	<input checked="" type="checkbox"/>	yes	<input type="checkbox"/>	no
Cardinale	<input checked="" type="checkbox"/>	yes	<input type="checkbox"/>	no					

THE RESOLUTION  WAS  WAS NOT  
THEREFORE DULY ADOPTED

<sup>1</sup> Recreation. Doris. Resolution: SWRHS Community Relations Project.

April 18, 2006

# Adopted

TOWN OF RIVERHEAD

Resolution # 381

**AUTHORIZES THE RETENTION OF FPM GROUP**

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

**WHEREAS**, the Town Board of the Town of Riverhead requires the services of an engineering firm to evaluate the status of the landfill reclamation project, and

**WHEREAS**, the Supervisor issued a letter request dated April 11, 2006 to FPM Group outlining the needs of the Town with respect to the project, and

**WHEREAS**, the Town Board has examined the proposals of several different engineering firms for the provision of the required services, and

**WHEREAS**, the Town Board wishes to retain FPM Group to provide the required services,

**NOW, THEREFORE, be it hereby**

**RESOLVED** that the Town Board hereby retains FPM Group to provide services to the Town of Riverhead in accordance with the letter of Supervisor Cardinale dated April 11, 2006, as described in the attached letter proposal and the rate schedule, and

**RESOLVED**, that the Town Clerk is hereby directed to forward a certified copy of this resolution to FPM Group, the Town Attorney, the Town Engineer and the Office of Accounting.

THE VOTE

Dunleavy	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no	Bartunek	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no
Blass	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no	Densieski	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no
Cardinale	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no			

THE RESOLUTION ~~X~~ WAS  WAS NOT  
THEREFORE DULY ADOPTED

FPM Group, Ltd.  
FPM Engineering Group, P.C.  
*formerly Fanning, Phillips and Molnar*

CORPORATE HEADQUARTERS  
909 Marconi Avenue  
Ronkonkoma, NY 11779  
631/737-6200  
Fax 631/737-2410

VIA OVERNIGHT AND E-MAIL

April 12, 2006

RECEIVED

APR 13 2006

Mr. Phil Cardinale/Town Supervisor  
Town of Riverhead  
Town Hall  
200 Howell Avenue  
Riverhead, NY 11901

**Re: Landfill Reclamation at Youngs Avenue, Riverhead**

Dear Mr. Cardinale:

Based on our discussions and your fax dated April 11, 2006 (attached), the Town is looking to retain an engineering firm to provide engineering and environmental services related to ongoing reclamation work at the above-referenced site. More specifically you are looking for a second opinion on the quantity of material that is left in the unmined portion of the landfill and what the capping costs would be for the unmined portion. Additionally, you want us to review existing documentation to determine the quantity of material that has been reclaimed since the project started and to provide opinions on whether reasonable engineering judgment has been applied by the current engineering firm in computing landfill projected volumes, compositions, and other relevant matters.

Yesterday we met your Town Engineer, Ken Testa at the site along with other engineering firms for a brief tour of the current reclamation project. We were impressed with the overall operations. We were advised that a survey of the landfill prior to the start of the reclamation project (e.g., early 2000) would be provided and that an updated survey reflecting current conditions would probably be available by the end of this week. Also there is a considerable amount of existing data consisting of feasibility and pilot test reports, drawings, progress surveys, historical data etc. that would be available for review to help in answering the requested items above.

To perform the requested tasks, the work would consist of a three phased study. Phase 1 would likely include a review of the surveys and Town's other existing historical data, review of aerial photographs, interviews with various site and town personnel and locals, and communications with NYSDEC.

Phase 2 would be to perform volume estimates which would likely include test pits to fill data gaps and verify key data points. Possibly borings would also be performed however they may be too dangerous due to methane generation. Based upon discussions with Ken Testa, the Town would retain the test pit and boring contractor and FPM would recommend the number and locations of test pits and borings and be on site to observe the test pit work and to document the extent of refuse left in the landfill.

Phase 3 would be an engineering cost analysis to determine capping costs based on the results of Phases 1 and 2.

Without knowing the amount and accuracy of the existing information available, it is difficult to estimate the labor effort required to review and report on existing data, perform the test pit work etc. However, we can perform the work on a time and material basis with an agreed upset maximum (say \$5000). If we approach the upset maximum, we will notify you and stop work until we get another agreement to proceed.

As you know, FPM Group (formerly Fanning, Phillips and Molnar) was very involved in the Landfill Reclamation Studies for the Town of East Hampton's Montauk and Springs-Fireplace Landfill having performed feasibility studies, pilot tests, and other related work. We are also currently working on several tire stockpile abatement projects for NYSDEC, NYSOGS, and NYSDOT across New York State as well as the removal of construction debris at Plum Island Animal Disease Center where volume estimates were one component. Finally we have worked on about 50% of all Long Island landfills at one time or another in various capacities. Therefore, we are very familiar with landfill and solid waste projects and the difficulties they present.

Enclosed are resumes of the three senior people likely to manage this project and selected experience summary of landfill related work.

Should this proposal meet with your acceptance, an authorization to proceed will be required. We would like to thank you for considering FPM for this project. If you should have any questions or require additional information, please do not hesitate to call us.

Very truly yours,



Kevin F. Loyst, P.E.  
Senior Environmental Engineer  
Department Manager



Kevin J. Phillips, P.E., Ph.D.  
Principal  
FPM Group

KFL/KJP:ram  
Enclosures



# TOWN OF RIVERHEAD

Phil Cardinale, Town Supervisor

Town Hall, 200 Howell Avenue, Riverhead, NY 11901  
Tel: (831) 727-3200 / fax 831-727-6712  
[www.riverheadil.com](http://www.riverheadil.com)

P:1/1  
cc: File

faxed 4/11

April 11, 2006

VIA FAX TO: 737-6200<sup>2410</sup>

FPM Group  
Kevin F. Loyst, P.E.  
Dept. Manager, Environmental Engineering  
909 Marconi Avenue  
Ronkonkoma, NY 11779

Re: Landfill Reclamation at Youngs Avenue, Riverhead Audit

Dear Mr. Loyst:

Further to our discussion or correspondence, please be advised that the Town of Riverhead is desirous of obtaining an independent determination by a reviewing engineering firm of the following:

- 1) The quantity of material that has been mined, sorted and disposed of since the reclamation project commenced within no more than a 10% variable.
- 2) The quantity of material that remains *in situ* within no more than a 10% variable.
- 3) The estimated cost of capping the unmined portion of the landfill within no more than a 10% variable.
- 4) An opinion on whether sound and reasonable engineering judgment, pursuant to customary standards, has been utilized in the computation of the projected volume and composition anticipated at the landfill and in all other relevant matters by the Town's present engineering firm.

The Town needs a proposed retention letter by Thursday morning, 4/13, so that the Board can consider it during the scheduled work session. Please fax your response to the above number not later than 10:00 am on Thursday.

Sincerely,

Phil Cardinale  
Town Supervisor

**FPM GROUP**  
**FEE SCHEDULE (15)**  
**EFFECTIVE JULY 1, 2005**

CADD Operator I .....	\$53.64/hr.
CADD Operator II .....	\$58.90/hr.
CADD Operator III .....	\$82.23/hr.
Administrative Support I .....	\$57.32/hr.
Administrative Support II .....	\$75.47/hr.
Technician .....	\$48.10/hr.
Architect I .....	\$78.58/hr.
Architect II .....	\$111.71/hr.
Engineer I .....	\$67.95/hr.
Engineer II .....	\$78.78/hr.
Engineer III .....	\$90.68/hr.
Engineer IV .....	\$103.55/hr.
Engineer V .....	\$124.87/hr.
Engineer VI .....	\$133.20/hr.
Engineer VII .....	\$164.74/hr.
Scientist I .....	\$54.13/hr.
Scientist II .....	\$60.11/hr.
Scientist III .....	\$62.32/hr.
Scientist IV .....	\$85.09/hr.
Scientist V .....	\$95.59/hr.
Scientist VI .....	\$122.13/hr.
Scientist VII .....	\$164.74/hr.
Project Manager .....	\$190.55/hr.
Principal .....	\$217.80/hr.

April 18, 2006

Adopted

TOWN OF RIVERHEAD

Resolution # 382

**AUTHORIZES THE RETENTION OF A CONSULTANT  
IN CONNECTION WITH LITIGATION**

COUNCILMAN BARTUNEK

\_\_\_\_\_ offered the following resolution, was seconded

by COUNCILWOMAN BLASS :

**WHEREAS**, the Town Board of the Town of Riverhead requires the services of Airport Business Solutions, and

**WHEREAS**, the Town Board wishes to retain Airport Business Solutions.

**NOW, THEREFORE, be it hereby**

**RESOLVED** that the Town Board hereby retains Airport Business Solutions to provide services to the Town of Riverhead in accordance with the attached retainer agreement, and

**RESOLVED**, that the Town Clerk is hereby directed to forward a certified copy of this resolution to Airport Business Solutions, the Town Attorney, the Town Engineer and the Office of Accounting.

THE VOTE

Dunleavy  yes  no Bartunek  yes  no  
Blass  yes  no Densleski  yes  no  
Cardinale  yes  no

THE RESOLUTION  WAS  WAS NOT  
THEREFORE DULY ADOPTED

## AGREEMENT

This Agreement is made as of April 11, 2006, by and between Airport Business Solutions, whose address is 10014 N. Dale Mabry Hwy, Suite 101, Tampa, Florida, 33618, and Smith, Finkelstein, Lundberg, Isler & Yakaboski, LLP (hereinafter referred to as "Smith Finkelstein") which enters into this Agreement as counsel representing the Town of Riverhead (hereinafter referred to as "the Town") with respect to federal litigation concerning a runway use agreement entered into between the Town and North East Holdings, LLC, entitled Mark Houraney and North East Holdings, LLC, v. Town of Riverhead, *et al.* (E.D.N.Y. Docket No. 04-2262) (the "litigation"). Smith Finkelstein warrants that the Town has authorized Smith Finkelstein to enter into this Agreement.

### **IT IS HEREBY AGREED:**

#### Scope of the Work

1. Airport Business Solutions shall render expert consulting and technical services in connection with the litigation to the Town's counsel. It is understood that the Town's counsel, with respect to this agreement, includes Smith Finkelstein and the law firm of Sinnreich, Safar & Kosakoff, LLP.

#### Privileged Communications

2. All communications between Airport Business Solutions and counsel and/or Airport Business Solutions and the Town, or any other experts or consultants retained by counsel or the Town in connection with the litigation, as well as any materials or information developed by Airport Business Solutions pursuant to this Agreement, whether oral or written, are protected

by applicable legal privileges and should, therefore, be treated with the strictest confidentiality. Accordingly, Airport Business Solutions agrees not to disclose any such communications, or any of the materials or information Airport Business Solutions may receive or develop in the course of its work for counsel, to any person or entity except as counsel may expressly designate to Airport Business Solutions in writing. Airport Business Solutions further agrees that all materials and information supplied by counsel to Airport Business Solutions or developed by Airport Business Solutions pursuant to this retainer shall be the property of the Town, and Airport Business Solutions will not release, copy, summarize, characterize, or otherwise disseminate or disclose any such materials or information to, or for, any third party without the prior written permission of Smith Finkelstein. In the event that any of the materials Airport Business Solutions receives or generates in the course of this Agreement, or any of the information contained therein, is sought at any time through the processes of any court, government agency, or other entity ("disclosure request"), Airport Business Solutions agrees that (i) it will notify Smith Finkelstein immediately of any such disclosure request so as to provide Smith Finkelstein with a reasonable opportunity to seek appropriate relief against the requested disclosure; (ii) it will cooperate with counsel on any application or proceeding brought to protect against the requested disclosure (including, without limitation, any proceeding brought to stay any order requiring disclosure); and (iii) it will not disclose any of the requested materials or information pending final disposition by a court, or other body of competent jurisdiction, of any application by counsel for protective relief. The foregoing obligations shall apply, not only to Airport Business Solutions, but to all persons who may assist Airport Business Solutions in performing any services pursuant to this Agreement, and all such obligations shall survive the termination of this retainer.

### Payment of Fees

3. Airport Business Solutions understands and acknowledges that Smith Finkelstein enters into this Agreement solely as agent and attorney for the Town, and that Smith Finkelstein is not responsible for, and shall not be held liable for, any monies due and owing to Airport Business Solutions under this Agreement. Payments to Airport Business Solutions shall be made against invoices reviewed and forwarded to the Town by Smith Finkelstein, and will be remitted to Airport Business Solutions within fifteen days of receipt by Smith Finkelstein from the Town. Smith Finkelstein shall use its best efforts to ensure prompt payment by the Town.

Airport Business Solutions' invoices shall itemize the time expended and disbursements incurred on a daily basis and shall otherwise satisfy the requirements of the Town Comptroller, which have heretofore been described to Airport Business Solutions.

The Town shall pay Airport Business Solutions an hourly rate for its services rendered in connection with this Agreement as follows:

For Michael Hodges, \$285.00 per hour for deposition and courtroom testimony and courtroom time; \$210.00 per hour for all other time expended.

For all other Airport Business Solutions' employees, \$165.00 per hour.

Airport Business Solutions will also be reimbursed for all disbursements, and all travel and other expenses incurred in the performance of this work, without mark-up, and subject to the requirements of the Town Comptroller. Airport Business Solutions agrees to use its best efforts to minimize its traveling expenses.

4. The parties agree that Smith Finkelstein and the Town will use their best efforts to expedite approval and payment of an initial \$5,000.00 retainer for Airport Business Solutions.

5. Airport Business Solutions represents that it has not offered or given any gratuity to any official, employee or agent of the Town of Riverhead, the County of Suffolk, New York State, or of any political party, with the purpose or intent of 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, and that Michael Hodges has read and is familiar with the provisions of Chapter 18 of the Riverhead Town Code.

#### **Obligations of the Consultant**

6. All professional work performed under this Agreement shall be performed by Airport Business Solutions in accordance with applicable professional standards.

7. Airport Business Solutions shall report to and keep counsel fully and currently informed as to its activities under this Agreement.

8. Any records, reports or other documents of the Town, its consultants, or counsel used by Airport Business Solutions in connection with this Agreement, or any documents created pursuant to this Agreement, shall remain the property of the Town and shall be kept confidential in accordance with applicable laws, rules, and regulations.

#### **Termination**

9. This Agreement may be terminated by either party upon 10 days written notice to the other party sent by certified mail, return receipt requested.

#### **Entire Agreement**

10. This Agreement constitutes the entire Agreement of the parties. Acknowledgment of the acceptance of the above Agreement is noted by the parties signing on the designated spaces below.

**IN WITNESS THEREOF**, the parties heretofore have set their hands as of the day and year first above written.

**SMITH, FINKELSTEIN, LUNDBERG, ISLER  
& YAKABOSKI, LLP**

By: \_\_\_\_\_  
Partner

**AIRPORT BUSINESS SOLUTIONS**

By: \_\_\_\_\_  
Michael A. Hodges, President/CEO

# Adopted

RESOLUTION # 383 ABSTRACT #06-14 April 6, 2006 (TBM 4/18/06)				
COUNCILMAN BARTUNEK offered the following Resolution which was seconded by				
COUNCILWOMAN BLASS				
FUND NAME		CD-3/31/06	CHECKRUN TOTALS	GRAND TOTALS
GENERAL FUND	1	\$ 2,650,000.00	\$ 151,623.91	\$ 2,801,623.91
POLICE ATHLETIC LEAGUE	4		\$ 6,850.34	\$ 6,850.34
TEEN CENTER	5	\$ 6,500.00		\$ 6,500.00
RECREATION PROGRAM	6	\$ 125,000.00		\$ 125,000.00
SR NUTRITION SITE COUNCIL	7	\$ 700.00		\$ 700.00
DARE PROGRAM	8	\$ 800.00		\$ 800.00
CHILD CARE CENTER BUILDING FUND	9	\$ 20,000.00		\$ 20,000.00
TOWN BOARD SPECIAL PROGRAM FUN	24	\$ 106,500.00	\$ 32.70	\$ 106,532.70
YOUTH COURT SCHOLARSHIP FUND	25	\$ 2,000.00		\$ 2,000.00
SRS DAYCARE BUILDING FUND	27	\$ 5,000.00		\$ 5,000.00
ANIMAL SPAY & NEUTERING PROGRA	29	\$ 2,500.00	\$ 90.00	\$ 2,590.00
EDZ FUND	30	\$ 2,000.00		\$ 2,000.00
HIGHWAY FUND	111	\$ 450,000.00	\$ 10,180.64	\$ 460,180.64
WATER DISTRICT	112	\$ 40,000.00	\$ 22,474.87	\$ 62,474.87
REPAIR & MAINTENANCE	113	\$ 1,000,000.00		\$ 1,000,000.00
RIVERHEAD SEWER DISTRICT	114	\$ 2,200,000.00	\$ 14,487.20	\$ 2,214,487.20
REFUSE & GARBAGE COLLECTION DI	115	\$ 440,000.00	\$ 1,775.25	\$ 441,775.25
STREET LIGHTING DISTRICT	116	\$ 100,000.00	\$ 1,040.39	\$ 101,040.39
PUBLIC PARKING	117	\$ 100,000.00		\$ 100,000.00
BUSINESS IMPROVEMENT DISTRICT	118	\$ 20,000.00		\$ 20,000.00
AMBULANCE DISTRICT	120	\$ 230,000.00	\$ 639.38	\$ 230,639.38
EAST CREEK DOCKING FACILITY	122	\$ 120,000.00		\$ 120,000.00
CALVERTON SEWER DISTRICT	124	\$ 125,000.00	\$ 1,024.50	\$ 126,024.50
RIVERHEAD SCAVANGER WASTE DIST	128	\$ 40,000.00	\$ 10,326.82	\$ 50,326.82
SEWER DISTRICT FUND	130	\$ 175,000.00		\$ 175,000.00
WORKERS' COMPENSATION FUND	173	\$ 2,250,000.00	\$ 2,779.84	\$ 2,252,779.84
RISK RETENTION FUND	175	\$ 550,000.00	\$ 29,824.84	\$ 579,824.84
UNEMPLOYMENT INSURANCE FUND	176	\$ 24,000.00		\$ 24,000.00
CDBG CONSORTIUM ACOUNT	181		\$ 89.00	\$ 89.00
RESTORE GRANT PROGRAM	184		\$ 254.67	\$ 254.67
PUBLIC PARKING DEBT	381	\$ 30,000.00		\$ 30,000.00
SEWER DISTRICT DEBT	382	\$ 610,000.00		\$ 610,000.00
GENERAL FUND DEBT SERVICE	384	\$ 13,000,000.00		\$ 13,000,000.00
SCAVANGER WASTE DEBT	385	\$ 120,000.00		\$ 120,000.00
SUFFOLK THEATER	386	\$ 55,000.00		\$ 55,000.00
TOWN HALL CAPITAL PROJECTS	406		\$ 784,186.65	\$ 784,186.65
MUNICIPAL FUEL FUND	625		\$ 2,165.94	\$ 2,165.94
MUNICIPAL GARAGE FUND	626		\$ 5,671.52	\$ 5,671.52
TRUST & AGENCY	735		\$ 111,595.77	\$ 111,595.77
SPECIAL TRUST	736	\$ 900,000.00		\$ 900,000.00
COMMUNITY PRESERVATION FUND	737	\$ 625,000.00	\$ 2,510.84	\$ 627,510.84
CALVERTON PARK - C.D.A.	914	\$ 1,100,000.00	\$ 1,201.31	\$ 1,101,201.31
<b>TOTAL ALL FUNDS</b>		<b>\$ 27,225,000.00</b>	<b>\$ 1,160,826.38</b>	<b>\$ 28,385,826.38</b>

THE VOTE  
 Dunleavy  yes  no    Bartunek  yes  no  
 Blass  yes  no    Densieski  yes  no  
 Cardinale  yes  no  
 THE RESOLUTION  WAS  WAS NOT  
 THEREFORE DULY ADOPTED