

**APRIL 7, 2015
CDA RESOLUTIONS**

CDA #4 Accepts Annual Report and Annual Financial Report for 2014

TOWN BOARD RESOLUTIONS

- Res. #196 Amend 2013 CDBG Consortium**
- Res. #197 2014 Bayberry Park Improvement Capital Project Closure**
- Res. #198 Riverhead Highway District 2014 Capital Project #45121 Closure**
- Res. #199 General Fund Budget Adjustment**
- Res. #200 Golf Riverhead LLC Water Service Capital Project Budget Adjustment**
- Res. #201 Authorizes Release of Water Project Funds Kristie Rose Court (aka AJ Estates) Subdivision**
- Res. #202 EPCAL Sewer Upgrade Project #20042 Budget Adjustment**
- Res. #203 Riverhead Water District New Well Construction Plant 16 #30101 Capital Project Closure**
- Res. #204 Authorizes Attendance at the 2015 New York State Town Clerk Association Annual State Conference**
- Res. #205 Awards Bid – Sewer District Ext No. 1 (Burman) Calverton Sanitary Pump Station Upgrades Ball Field Pump Station Calverton Sewer District**
- Res. #206 Awards Bid on Used 2004 or Newer Steel 30 Foot Dump Trailer**
- Res. #207 Accepts the Resignation of a Deputy Town Attorney**
- Res. #208 Accepts the Resignation of a Riverhead Industrial Development Agency Board Member (Carl Gabrielsen)**
- Res. #209 Authorizes Publication of Help Wanted Advertisement for a Bus Driver**
- Res. #210 Authorizes Publication of Help Wanted Advertisement for a Fire Prevention Inspector**

- Res. #211 Ratifies Authorization to Publish Help Wanted Advertisement for a Part-Time Homemaker**
- Res. #212 Re-Appoints Seasonal Pump Out Boat Operators**
- Res. #213 Re-Appoints Seasonal Traffic Control Officers**
- Res. #214 Accepts the Resignation of a Riverhead Industrial Development Agency Board Member (Paul Thompson)**
- Res. #215 Accepts the Retirement of a Part-Time Building Inspector**
- Res. #216 Accepts the Retirement of a Lieutenant in the Riverhead Town Police Department (Robert Pecker)**
- Res. #217 Accepts the Retirement of a Public Safety Dispatcher (Donald Zlatniski)**
- Res. #218 Accepts the Retirement of a Bus Driver (David Murphy)**
- Res. #219 Accepts the Resignation of a Part-Time Homemaker (Elizabeth Dobrolski)**
- Res. #220 Accepts the Resignation of a Part-Time Homemaker (Donjua McCoy)**
- Res. #221 Grants Special Use Permit Petition of East End Hospitality, LLC**
- Res. #222 Awards Bid for Food Products**
- Res. #223 Authorization to Publish Advertisement for Ford Replacement Parts for the Town of Riverhead**
- Res. #224 Awards Bid for Janitorial Supplies**
- Res. #225 Sets the Registration Policy and Fees for the Recreation Department**
- Res. #226 Ratifies the Appointment of a Call-In Clerk to the Recreation Department (Kristina Amato)**
- Res. #227 Appoints a Call-In Recreation Aide to the Recreation Department (Miranda Edwards)**
- Res. #228 Appoints a Call-In Recreation Specialist – English/Literature to the Recreation Department (Elizabeth Flood)**

- Res. #229** Appoints a Call-In Recreation Leader to the Recreation Department (Lauren Berry)
- Res. #230** Appoints a Call-In Recreation Specialist – Mandarin Chinese Instructor to the Recreation Department (Xiao Ling Hu Hansen)
- Res. #231** Appoints a Call-In Park Attendant to the Recreation Department (Steven Lomonaco)
- Res. #232** Sets Salaries for 2015 Youth Bureau/Mentoring Matters for the Recreation Department
- Res. #233** Appoints Recreation Aides the Recreation Department
- Res. #234** Authorizes Town Clerk to Publish and Post Public Notice of Public Hearing to Consider a Proposed Local Law for an Amendment of Chapter 58 Entitled “Dogs” of the Riverhead Town Code (Article II, Outdoor Restraint of Pets)
- Res. #235** Authorizes the Town Clerk to Publish and Post Public Notice to Consider a Local Law for the Addition of a New Chapter Entitled “Agricultural Advisory Committee” to the Riverhead Town Code (Chapter 2)
- Res. #236** Amends Resolution #76 of 2015 (Approves the Chapter 90 Application of Strong Island Kids – Mountain Bike Race – Saturday, March 28, 2015)
- Res. #237** Ratifies the Retention of McGiff Halverson, LLP for Legal Services in the Matter of Town of Riverhead v. Gershow Recycling of Riverhead, Inc. and 27 Hubbard Avenue Associates, LLC Supreme Court Index #14-10559 and Related Litigation
- Res. #238** Authorizes the Supervisor to Execute an Agreement Authorizing the Town to Accept Funds from Suffolk County Office for the Aging to Supplement the Town’s Residential Repair Program for the Elderly
- Res. #239** Authorizes the Supervisor to Execute an Agreement Authorizing the Town to Accept Funds from Suffolk County Office for the Aging for the Purpose of Supplementing the Town’s Nutrition Program for the Elderly
- Res. #240** Authorizes the Supervisor to Execute Agreement with the Riverhead Volunteer Ambulance Corps, Inc.

- Res. #241** Authorizes Supervisor to Execute Amended Agreement with Riverhead Youth Sports, Inc. for Referee/Umpire Services for Town of Riverhead Police Athletic League Girls and Boys Lacrosse and Football Program for 2015 Calendar Year
- Res. #242** Authorizes the Supervisor to Execute a License Agreement with Celtic Quest Inc.
- Res. #243** Authorizes the Supervisor to Execute an Easement Agreement Between the County of Suffolk and the Town of Riverhead for the Suffolk Downtown Revitalization Program
- Res. #244** Approves Nunc Pro Tunc and Authorizes Town Supervisor to Execute a Rider to the Lease Agreement Regarding Weekly Saturday/Sunday Craft Vendor Market from November 22, 2014, to May 17, 2015, with the Riverhead Business Improvement District Management Association, Inc. and Property Owners of 221 East Main Street, Riverhead
- Res. #245** Orders the Town Engineering Department to Facilitate the Removal of an Unsafe Structure Located at 162 Founders Path, Baiting Hollow, also Known as Suffolk County Tax Map No. 600-39-6-16 and to Assess Removal Costs Against the Subject Property
- Res. #246** Authorizes the Town supervisor to Execute Inter-municipal Agreement Between the County of Suffolk and the Town of Riverhead (Debris Management Plan)
- Res. #247** Approves Chapter 90 Application of Moustache Brewing Co. ("First Birthday Celebration" @ Polish Town Civic Association Pavilion – Saturday, April 18, 2015)
- Res. #248** Approves Chapter 90 Application of East End Arts & Humanities Council, Inc. (19th Annual Community Mosaic Street Painting Festival – Sunday, May 24, 2015)
- Res. #249** Approves Chapter 90 Application of PC Richard & Son, Inc. (Tent Sale – July 28, 2015 through August 11, 2015)
- Res. #250** Approves Chapter 90 Application of PC Richard & Son, Inc. (BBQ Tent Sale – May 20, 2015 through May 26, 2015)
- Res. #251** Approves Chapter 90 Application of Peconic Bay Medical Center (20th Annual East End Garden Festival – Thursday, May 7, 2015)

- Res. #252 Approves Chapter 90 Application of Riverhead Central School District (5K Run Entitled “R2R – Run to Remember” – Sunday, May 17th, 2015)**
- Res. #253 Approves Chapter 90 Application of the Survival Race, LLC (5K Adventure and Mud Run – May 9, 2015 and May 10, 2015)**
- Res. #254 Approves Chapter 90 Application of Starfish Junction Productions LLC (North Fork Horseradish Festival – Sunday, April 19, 2015)**
- Res. #255 Authorizes Settlement of Legal Action against the Owners, Tenants, Occupants and Mortgagees of Premises Located at 565-605 Old Country Road, Riverhead**
- Res. #256 Authorizes Town Clerk to Publish and Post Public Notice to Consider a Local Law to Amend Chapter 45 Entitled “Alarm Systems” of the Riverhead Town Code**
- Res. #257 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 (Article XV. Supplementary Area Regulations §108-67.1 Merger of lots)**
- Res. #258 Authorizes the Supervisor to Execute an Agreement with the Riverhead Fire District (Data Sharing GIS Data)**
- Res. #259 Awards Bid for Water Service materials for Use in the Riverhead Water District**
- Res. #260 Authorizes the Execution of an Agreement with Verizon Business Networks Services, Inc. on Behalf of CI Communications Services, Inc. D/B/A Verizon Business Services and Their Affiliates for Managed Security Services**
- Res. #261 Pays Bills**
- Res. #262 202-b Final Order Authorizing Increase and Improvements to Facilities of Riverhead Water District Wellhead Treatment for Perchlorate Removal – Plant No. 16**
- Res. #263 Awards Bid – Wellhead Treatment for Perchlorate Removal – Plant No. 16 – Contract B – Building & Mechanical Piping Riverhead Water District**
- Res. #264 Plant 16 Treatment System Improvement Project Budget Adjustment**

**TOWN OF RIVERHEAD
Community Development Agency**

Resolution # 4

ACCEPTS ANNUAL REPORT AND ANNUAL FINANCIAL REPORT FOR 2014

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Public Authorities Accountability Act of 2005 as amended (the "PAAA") includes Town of Riverhead Community Development Agency (the "CDA") in its definition of a local authority; and

WHEREAS, the PAAA requires the preparation and submission of an Annual Report and an Annual Financial Report to the State Comptroller.

THEREFORE BE IT RESOLVED that the board of directors of the Community Development Agency hereby accepts the 2014 Annual Report and 2014 Annual Financial Report (attached) of the Town of Riverhead Community Development Agency.

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

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter ABSENT

The Resolution Was Thereupon Duly Declared Adopted

CDA ANNUAL REPORT for FY 2014

As required by the bylaws of the Town of Riverhead Community Development Agency (CDA), the following information is provided for consideration and review by the Members of the CDA.

MEMBERSHIP- The Members of the Corporation shall be the members of the Riverhead Town Board, comprised of the following persons during FY 2014:

Sean Walter, John Dunleavy, James Wooten, George Gabrielsen and Jodi Giglio. In addition, the 2014 CDA was served by: Executive Director Chris Kempner; Chief Finance Officer/Contracting Officer for personal property, Bill Rothaar; and Contracting Officer for real property Robert Kozakiewicz. Neither members nor staff receives any compensation for their duties and responsibilities to the CDA.

The CDA established a Governance and Audit Committee as required by the Public Authorities Act of 2005 as amended (the "PAAA"). Sean Walter and John Dunleavy were appointed to the Governance Committee. Sean Walter, Deputy Supervisor Jill Lewis and George Gabrielsen were appointed to the Audit Committee. All other CDA policies and procedures required by the PAAA relating to investment, salary/compensation, whistleblowing, acquisition and disposition of real property and personal property, procurement, defense and indemnification for Directors, ethics, travel, were ratified by CDA Resolution #2, adopted January 7, 2014.

BACKGROUND

The Town of Riverhead is a rural municipality with a population of approximately 34,000, located on the east end of Long Island in Suffolk County. Riverhead is within a commutable distance of all of Suffolk and Nassau Counties. The total Town budget for FY 2014 was just under \$47,000,000.00. The five member Riverhead Town Board is the governing legislative body and consists of a supervisor and four council members, all of whom are elected at large.

The Town Board acts separately in its capacity as the CDA Board, which is empowered under New York State General Municipal Law to foster economic development. The CDA consists of the Chairman (the Town Supervisor) and the four Town board members. In the capacity as the economic development agency of the Town of Riverhead, the CDA administers and secures financing for numerous downtown revitalization projects and public improvement projects.

The CDA, established in 1982, has been proactive in fostering economic revitalization in the downtown business district and was a major impetus in the establishment of a 3.2 acre waterfront aquarium. In addition, the CDA took title to the former Naval Weapons Industrial Reserve Plant at Calverton in 1998 as the result of special federal legislation, and as such is charged with the task of overseeing economic development at the 2,900 acre site. Using powers granted under New York State Urban Renewal Law, pursuant to Section 505 of Article 15, the Community Development Agency has played a critical role in economic development at Calverton Enterprise Park, as well as downtown. Since 1998, the Calverton Enterprise Park real property, improved with buildings and infrastructure, has been leased and sold pursuant to the disposition of property procedures of Section 507 of the Urban Renewal Law.

Urban Renewal Areas. The CDA has designated several Urban Renewal Areas for the purpose of encouraging neighborhood revitalization and economic development. *The designated Urban Renewal Areas include: 1) Calverton Enterprise Park (EPCAL), 2) Millbrook Gables residential community, 3) East Main Street Downtown Business District and 4) Railroad Avenue Corridor.* Within the designated boundaries of the urban renewal areas, available incentives are provided where feasible to attract investment and assist owners and businesses in improving their properties.

Portions of the Calverton Enterprise Park and East Main Street Urban renewal Areas were designated Empire Zones, a program that was sunsetted by New York State on June 30, 2010. This designation was initiated and administered by the CDA for its economic development benefits. Low interest loans and grants have also been made available to increase investment in these targeted areas. For instance, within the East Main Street Urban Renewal Area, the CDA has successfully developed an aquarium as a major tourist attraction, sold the 1930s art deco Suffolk Theatre for reuse, has completed restoration of an 1881 historic opera house, invested \$500,000 in historic restoration of properties occupied by the East End Arts Council, as well as assisting in the development of a 100 room hotel expansion at Long Island (formerly Atlantis) Aquarium and Exhibition Center and three new mixed use housing/retail developments on Peconic Avenue, one that incorporated a currently deteriorated structure and the other that revitalized a vacant building located at the gateway to downtown that now is an active revitalized historic anchor building with retail, office and housing completed in 2010. In 2014, significant progress was made on the redevelopment of a formerly vacant Woolworth department store that now houses 19 workforce housing units and 24,000 square feet of commercial on the first floor.

CDA MISSION STATEMENT

The CDA's mission is to foster economic revitalization in the Town of Riverhead Urban Renewal Areas to implement projects that improve the environment, economy and quality of life of the Riverhead Town residents, businesses and visitors through creation of jobs, development of infrastructure, generation of additional tax revenue, and leveraging investment of capital in the Town of Riverhead.

Measurements by which the CDA and the achievement of its goals may be evaluated by the following:

- Investment dollars and leveraging (public and private funding);
- Renovation of blighted and vacant areas, buildings and infrastructure;
- Infrastructure development;
- Tax base expansion;
- Jobs created; and
- Quality of life enhancements (preservation and open space, recreation, enhancement of environment, transportation and housing choices)

Below is a list of projects that have been advanced these goals during 2014.

DOWNTOWN ACTIVITY IN 2014

The Community Development Agency actively pursues grant funding to incentivize private developments in Downtown Riverhead. In the past 4 years the CDA through the Town has

secured several million dollars in funding towards private and public projects. A partnership with NYS DHCR Main Street program provides up to 75% towards façade and interior renovations for businesses in the Business Improvement District (BID) area. Downtown Riverhead has an active BID Association that provides extensive programming to attract visitors <http://riverheadbid.com/>. Additionally the Downtown area has a shared municipal parking district to provide parking, an historic district triggering historic rehabilitation tax credits¹, and an urban renewal area triggering New Market Tax Credit availability for projects over \$5 million. Extensive information regarding the downtown infrastructure and special districts is available online in the East Main Street Urban Renewal Area Plan and accompanying GEIS located at <http://www.townofriverheadny.gov/pView.aspx?id=35106&catid=118>. The CDA continued to advance the goals of the East Main Street Urban Renewal Plan (<http://riverhead.municipalcms.com/docview.aspx?docid=27952>), final Generic Environmental Impact Statement (located at <http://riverhead.municipalcms.com/docview.aspx?docid=27953>), and Findings Statement for the GEIS (located at <http://riverhead.municipalcms.com/docview.aspx?docid=27954>) issued and adopted in October 2008.

In 2014, the CDA and the Town of Riverhead Community Development Department assisted several significant downtown revitalization projects including:

- Woolworth Revitalization, LLC, (130 East Main Street), a multimillion dollar mixed use residential redevelopment of 36,000 square feet of formerly vacant and blighted space supported in part with \$75,000 in NYS DHCR Main Street funds and a \$250,000 infrastructure development subsidy approved by the Suffolk County Legislature, funded through the county's affordable housing opportunities. The 19 second floor apartments, being built in 15,000 square feet on the second floor, will meet the county's affordable housing requirements for tenant income and rent subsidies. The units will be marketed by the L.I. Housing Partnership, which will screen and qualify tenants for the site. The project received a special permit after a Town Board public hearings to allow a new gym use as part of the redevelopment.
- Sale of the formerly town owned/vacant historic “Second Street Firehouse” to a private developer for use as a County Agri-tourism center (NYS Empire State Development awarded a \$500,000 grant towards the capital improvements and a \$200,000 “I LOVE NY” marketing grant towards promotion of the facility.
- Opening of the Riverhead Winter Farmer’s market in a formerly vacant storefront on Main Street.
- Opening of Joe’s Garage Restaurant.

¹ In March 2012, a section of downtown Riverhead was approved for New York State’s Register of Historic Places. The same area was approved for inclusion on the National Register of Historic Places on August on Aug. 14, 2012, opening the door for huge tax benefits for those looking to renovate and improve old buildings. The boundaries of the district run along Main Street, from Griffing Avenue in the west to Maple Avenue in the east, and include parts of Peconic, Roanoke, East and Maple avenues in between. Currently, the Town of Riverhead has submitted an application to expand the Downtown Riverhead Historic District using funds from the NYS DOS BOA grant.

- NYS Department of State Brownfield Opportunity Grant (\$567,000 total with \$467,000 contract currently awarded to Nelson, Pope, Voorhis, LLC) for revitalization plan for NYS Route 25/Peconic River corridor from Tanger Outlets to Riverhead Town Hall;
- Suffolk Theatre Revitalization (former CDA property transferred to private developer to be renovated from vacant building to active theater through private funding and New York State Department of Housing and Community Renewal Main Street grant funds);
- Infrastructure improvements including NYS DOT design for \$1.2 million rehabilitation of the Main Street sidewalks from Ostrander to Tanger Outlet Mall;
- Various other façade and building improvements in the downtown area funded by New York State Department of Housing and Community Renewal Main Street grant funds;
- 2014 businesses opened:
 - Woolworth Revitalization (128 E. Main Street – Maximus Fitness Gym, Goldbergs Bagels);
 - 30 West Main – commercial office in formerly vacant building;
 - Riverhead Indoor Farmers Market
 - Joe’s Garage Restaurant and Grill
- Approximately 770 municipally owned parking spaces walkable to downtown;
- Coordination Taste North Fork with East End Tourism Alliance.

CALVERTON ENTERPRISE PARK (EPCAL) ACTIVITY IN 2013

EPCAL. New York State (NYS) has identified EPCAL, the largest commercial industrial subdivision in the northeast, as a uniquely important development priority by adopting Special Act S3643A/A4678A for organized and expeditious redevelopment of this urban renewal area. EPCAL provides a shovel ready site with 90 day permit approval pursuant to special NYS legislation that incentivizes private investment into an Urban Renewal Area by streamlining the approval process and in turn, lowering the cost of doing business. Given the large size of undeveloped acreage and the existing infrastructure, the EPCAL site is well suited to attract “game changer” industries for an enhanced development rather than just a conventional industrial park.

The current goal for redevelopment of EPCAL at the federal, state, county and local level is to create higher paying manufacturing and construction industries jobs. EPCAL provides proximity to a highly skilled and technically trained workforce, educational and training system, and supply chain partners. Long Island has played a prominent role in engineering, aerospace, energy and other scientific research. Brookhaven Department of Energy research is located 10 miles from the EPCAL site <http://www.bnl.gov>. Stony Brook University operates the Calverton Business Incubator on 50 acres of the EPCAL site along NYS Route 25. <http://www.stonybrook.edu/calverton/>

The Reuse & Revitalization of EPCAL is one of the largest economic development projects in the Northeast. The goals and objectives of the EPCAL Reuse & Revitalization Plan are consistent with the local and regional goals and promise to promote and encourage uses that promote environmental quality and reduce reliance on imported fuels, i.e. solar; high-tech energy and/or green technology businesses; compliment and support the local agricultural economy, i.e.

food processing; food distribution; appropriate industrial and commercial development to accommodate regional growth influences; use of the rail spur to support investment and development and reduce and/or mitigate traffic; and strengthen relations and coordinate with Stony Brook University (SBU), which operates the Calverton Business Incubator on 50 acres of the EPCAL site along NYS Route 25, and the Brookhaven National Laboratory for creation of and promotion of the site i.e., high-tech business/research park.

EPCAL History. The Enterprise Park at Calverton (EPCAL) located in the Town of Riverhead is a planned redevelopment of a 2,900-acre property formerly owned by the federal government and leased to the Grumman Corporation for final assembly and flight-testing of military aircraft. In 1996, defense downsizing resulted in closure of the Grumman facility and the U.S. Government transferred the site to the Town of Riverhead Community Development Agency (CDA) in September 1998 for economic development with the goals to: 1) attract private investment; 2) increase the tax base; 3) maximize job creation; and 4) enhance the regional quality of life. A 1998 comprehensive reuse planning study of the EPCAL site identified a mix of industrial and regional recreational uses as the best means to achieve these goals.

The Town of Riverhead sold the industrial core at EPCAL in 2001 to M-GBC, LLC, which subdivided the parcel into approximately 40 lots and sold to industrial users – with many interested in additional expansion at EPCAL. Approximately 36 businesses with 600 employees exist in the industrial core.

EPCAL Subdivision Progression. In 2011, the CDA executed an agreement with VHB Engineering, Surveying and Landscape Architecture, P.C. (VHB) to update the Comprehensive Reuse Plan for the 2,900 acre Calverton site formerly known as the Naval Weapons Industrial Reserve Plant at Calverton including but not limited to development of a revised land use plan and associated zoning, updated market assessment, preparation of subdivision plan, and assistance in the administration of the SEQRA process.

In 2013, the CDA adopted a development plan for EPCAL including proposed subdivision map, full environmental assessment form, draft scope of issues for the anticipated supplemental generic environmental impact statement, as well as authorized commencement and preparation of the supplemental generic impact statement for purposes of study of potential environmental impacts. The CDA accepted and adopted findings and recommendations of a market study prepared by RKG Associates and authorize VHB to proceed with environmental review of Development Plan “A” and alternate development plan as presented on December 8, 2011. The RKG market study and absorption analysis for EPCAL to support the VHB plan projections indicate total non-residential square footage build out at EPCAL to be approximately 2 million square feet on 150 acres by 2025 based on a rate of absorption of 132,000 square feet on ten acres per year.

By Town of Riverhead CDA Resolution #10 dated June 18, 2013, the Town of Riverhead Board, upon completion of coordinated review pursuant to 6 NYCRR Sect. 617.6 declared itself Lead Agency; classified the proposed action as a Type I action pursuant to 6 NYCRR Sect. 617.4;

adopted a Positive Declaration requiring a Draft Supplemental Generic Environmental Impact Statement be prepared and conducted a formal public scoping.

By Town of Riverhead CDA Resolution #14 dated October 1, 2013, the Town of Riverhead Board, upon review of all comments made at the public scoping hearing adopted a Final Scope for the Draft Supplemental Generic Environmental Impact Statement (“DSGEIS”) supporting the subdivision available for public review online and in hard copy at the Office of the Town Clerk.

Town of Riverhead CDA Resolution #11 dated August 7, 2014, authorized acceptance, filing and publishing notice of completion of the Draft Supplemental Generic Environmental Impact Statement (“DSGEIS”) for a comprehensive development plan for EPCAL (EPCAL Reuse & Revitalization Plan), Amendment to the Town of Riverhead Comprehensive Master Plan, Amendment to the Zoning Code and Map, and Subdivision of the EPCAL property. Town of Riverhead CDA Resolution #12 authorized the publish and post of notice of the Public Hearing on the DSGEIS; Amendments to the Town of Riverhead Comprehensive Master Plan, Zoning Code and Map; and the Subdivision that was held September 3, 2014. Town of Riverhead CDA Resolution #13 dated August 7, 2014, authorized submission of the EPCAL Reuse & Revitalization Plan (an updated and amended Urban Renewal Plan for the redevelopment of a portion of property identified and designated as an Urban Renewal Area under the Original Urban Renewal Plan “Calverton Enterprise Park Urban Renewal Plan”) to the Riverhead Planning Board and CDA Resolution #16 dated August 19, 2014 authorized the Supervisor to execute the application for the Subdivision and referred the application for the Subdivision to the Planning Board for the Town of Riverhead. Town of Riverhead CDA Resolution #14 dated August 7, 2014, authorized the publish and post of notice of the Public Hearing on the EPCAL Reuse & Revitalization Plan that was held September 3, 2014.

These documents including proposed revised land use plan and updated market assessment are available at <http://www.townofriverheadny.gov/pview.aspx?id=32339>.

In 2014, the CDA Board advanced efforts to locate an Energy Park at EPCAL. The CDA board authorized a Request for Proposals for the lease or sale of property at EPCAL for the purpose of construction, operation, and maintenance of New Generation, Energy Storage and Demand Response Resources more fully described in LIPA’s 2013 GS & DR RFP via CDA Resolution #3 adopted January 7, 2014.

The Calverton Rail Spur continues to operate freight rail access to the industrial park. In 2008, the CDA board authorized and issued an RFP for rail design engineers for the Calverton Rail Access and Development Project and selected HDR, Inc., as the consultant for the project. In December 2008, the CDA authorized HDR to proceed with initial preliminary planning for the Calverton Rail Access Rehabilitation Project. In March 2009, the CDA board authorized HDR to proceed with the \$75,000 NYSERDA grant funded design portion of the project and in December 2009, the CDA board authorized HDR, Inc. to continue planning for the project with \$650,000 New York State Empire State Development grant funding secured in October 2009. In December 2009, the CDA board authorized the Calverton Rail Access Project to receive American Reinvestment and Recovery Act funding from the New York State Department of Transportation for the construction of the Calverton Rail Access Rehabilitation Project in an amount up to \$4.8 million. In April 2010, the project received a Gold GREENLites

Transportation Sustainability Award from New York State Department of Transportation. The project broke ground in May 2010 and made significant progress toward completion by the time weather shut down construction in December 2010. Construction was completed and the rail ready for operation by close of 2012.

RAILROAD AVENUE CORRIDOR ACTIVITY IN 2014

On behalf of New York State Courts, Suffolk County is charged with providing adequate facilities for court functions in Suffolk County. Suffolk County over a 15 year period has renovated and expanded existing buildings located adjacent to the Railroad Avenue Corridor to introduce 8 new courtrooms for a total of 18 courtrooms and larger jury space. In late 2013 Suffolk County completed construction on 5 additional vacated courtrooms thus bringing the facility to full occupancy. This expansion has generated significant activity in the Railroad Avenue Corridor and the Town anticipates renewed interest in private investment for redevelopment of the area.

ADDITIONAL CDA ACTIVITIES

The CDA submitted funding applications to the New York State Long Island Economic Development Regional Council to fund enhanced sewer infrastructure to support expansion of the subdivision at Calverton Enterprise Park and was awarded a grant of \$1.34 million towards the \$6.5 million upgrade from secondary to tertiary treatment that will also relocate the outflow pipe from McKay Lake, that is hydrologically connected to the Peconic Estuary to north of the groundwater divide. Senator LaValle successfully included a \$5 million dollar grant towards the upgrade in the 2014 NYS budget. Also in 2014, the NYS DEC awarded a \$476,000 towards the upgrade through the Water Quality Improvement Program. Suffolk County awarded \$125,000 under the 1/4% Clean Water grant program in 2015.

The Main Street grant awarded in 2012 by NYS DHCR to support commercial and residential development in the East Main Street Urban Renewal Area continues to move forward with renovation of 15 buildings. The Town maintained a contract with Nelson Pope Voorhis awarded in 2012 through NYS DOS BOA grant to redevelop the Main Street corridor from the back entrance of Tanger Outlets through Hubbard Avenue in Downtown Riverhead that includes the East Main Street Urban Renewal Area. Under the contract the existing Historic District will be expanded.

AGREEMENTS ENTERED INTO BY THE CDA IN 2014

Agreements entered into by the CDA in 2014 include:

- 1) Retainer Agreement with Harris Beach, PLLC for services related to secure a short term loan collateralized and/or secured by property owned by the CDA and services related to lease, sale, increment financing necessary for implementation of a finance plan (loan) to assist the Town in addressing projected budget shortfalls, and negotiations with Designated Developers/Investors in reference to redevelopment at EPCAL;
- 2) Option Agreement with Insurance Auto Auctions for use of a portion of the 7,000 foot runway and associated taxiways (2012 fees - \$437,000; 2013 fees- \$1,384,000; 2014 fees - \$25,000. Total fees- \$1,846,000);
- 3) License Agreement with Long Island Aero Modelers Association (LIAMA) to conduct the event “Model Aviation Day” on August 15, 2014 through August 17, 2014;

- 4) License Agreement with Riverhead Adventures, LLC for two one week terms to conduct two (2) separate 5K recreational runs on May 26, 2014 and September 8, 2014;
- 5) Board authorization to transfer of all title, interest and possession to the building known as the “Henry Pfeifer Community Center” and the existing improvements adjacent to and related to use of the building to the Town of Riverhead for consideration of one dollar for future development as the Town animal shelter;
- 6) License Agreements with Mad Scary Films and Del Valle Productions, Inc. for use of portions of Calverton Enterprise Park at Calverton Western Runway/Taxiway, and the Henry Pfeifer Community Center for filming on June 17, 2014, and September 22/23, 2014, for a total of \$700;
- 7) License Agreement with The Federal Bureau of Investigation at the request of Suffolk County Police Department for use of portions of Calverton Enterprise Park at Calverton Western Runway/Taxiway to conduct bomb technician training;
- 8) Retained the law firm Smith, Finkelstein, Lundberg, Isler and Yakaboski as Special Counsel in Connection with the Redevelopment of EPCAL.

Existing agreements the CDA continued during 2014 entered into in previous years:

- 9) Agreement with New York & Atlantic Railway Company to use railroad track and rail infrastructure at EPCAL to conduct freight rail operations;
- 10) Authorized Right of Entry on CDA premises and use of credits for freight rail track to CAPS Realty Holdings LLC and Eastern Wholesale Fence;
- 11) Agreement with VHB Engineering, Surveying and Landscape Architecture, P.C. (VHB) to update the Comprehensive Reuse Plan for the 2,900 acre Calverton site formerly known as the Naval Weapons Industrial Reserve Plant at Calverton, including but not limited to development of a revised land use plan and associated zoning, updated market assessment, preparation of subdivision plan, and assistance in the administration of the SEQRA process

DESCRIPTION OF MATERIAL PENDING LITIGATION

The Town of Riverhead Community Development is not a defendant in any pending lawsuits and as such, there is no pending litigation known that will have a material adverse effect on the financial condition of the Town.

GRANT FUNDING

Enhancement of EPCAL Sewer Infrastructure. The CDA submitted application and was awarded a grant from the New York State Long Island Economic Development Regional Council to fund enhanced sewer infrastructure to support expansion of the subdivision at Calverton Enterprise Park and was awarded a grant of \$1.34 million towards the \$6.5 million upgrade from secondary to tertiary treatment that will also relocate the outflow pipe from McKay Lake, that is hydrologically connected to the Peconic Estuary to north of the groundwater divide.

CDA Parks Projects. The CDA applied for and received notification of a \$100,000 grant from the New York State Office of Parks, Recreation and Historic Preservation in 2006 for funding under the Recreational Trails Program towards the development of an 8.9 mile multisport athletic trail. The project was bid, awarded and substantially constructed in 2010 and a significant amount of the grant funds were received for reimbursement by year-end 2010. The project augments a town park project initiated by the CDA in 2001 involving \$600,000 in grant funds

from the New York State Office of Parks Recreation and Historic Preservation for public recreational improvements. Phase I was designed and engineered in 2006 and under construction in 2007/8. The majority of funds were expended in 2007 and a majority of the grant funds were received for reimbursement by year-end 2008. Close out and final audit of the Phase I grant funds were completed in 2011. Additional work on Phase II of the ballfield development continued in 2011 with entrance improvements to the ballfields and was completed in 2014.

Calverton Rail Access Rehabilitation Project. The CDA applied for and received notification of a \$75,000 grant from the New York State Energy Research and Development Authority (NYSERDA) in 2008 for funding under the Sustainable Transportation Systems Program towards design and logistics associated with rehabilitation of 2.65 miles of an existing rail spur that links Long Island Rail Road mile post 69.1 to the Calverton Enterprise Park. The infrastructure project is expected to remove vehicles from the roads, mitigate traffic congestion and allow area businesses to compete more effectively through reduced shipping costs and lower the prices of goods. In 2009, the CDA accepted the grant award from NYSERDA and entered into a professional services agreement with HDR, Inc. to proceed with design of the Calverton Rail Access Rehabilitation Project funded by NYSERDA. In December 2009 the CDA board authorized HDR, Inc. to continue planning for the project with additional Town and CDA funds augmented with \$650,000 funding secured in October 2009 from New York State Empire State Development. In 2010 the CDA board authorized the Calverton Rail Access Project to receive American Reinvestment and Recovery Act funding from the New York State Department of Transportation for the construction of the Calverton Rail Access Rehabilitation Project in an amount up to \$4.8 million. In April 2010 the project received a Gold GREENLites Sustainability Award from New York State Department of Transportation. The project broke ground in May 2010 and made significant progress toward completion by the time weather shut down construction in December 2010. Construction restarted in 2011 and was completed in 2013 with the rail ready for operation.

**RIVERHEAD COMMUNITY DEVELOPMENT AGENCY
ANNUAL UPDATE DOCUMENT
FOR THE YEAR ENDED 12/31/2014**

Balance Sheet	FOR THE FISCAL YEAR ENDED 2013	EDP CODE	FOR THE FISCAL YEAR ENDED 2014
Assets			
Cash	\$ 1,575,752	A 200	\$ 1,508,058
Cash - Time Certificates	<u>\$ -</u>	A 201	<u>\$ -</u>
TOTAL Cash	<u>\$ 1,575,752</u>		<u>\$ 1,508,058</u>
Accounts Receivable	\$ -	A 380	\$ -
Accrued Interest Receivable	\$ -	A 381	\$ -
Allowance for Uncollected Receivable	<u>\$ -</u>		<u>\$ -</u>
TOTAL Other Receivables	<u>\$ -</u>		<u>\$ -</u>
Due from Other Governments	\$ 374,733	A 440	\$ -
TOTAL Due from Other Governments	<u>\$ 374,733</u>		<u>\$ -</u>
TOTAL Assets	<u>\$ 1,950,485</u>		<u>\$ 1,508,058</u>

**RIVERHEAD COMMUNITY DEVELOPMENT AGENCY
ANNUAL UPDATE DOCUMENT
FOR THE YEAR ENDED 12/31/2014**

Balance Sheet	FOR THE FISCAL YEAR ENDED 2013	EDP CODE	FOR THE FISCAL YEAR ENDED 2014
Liabilities & Fund Equity			
Accounts Payable	\$ 45,131		\$ 9,102
Due to Other Funds	\$ -	A 489	\$ -
Due to Other Governments	\$ -	A 631	\$ -
Deferred Rental Revenue	\$ -	A 691	\$ 244,869
TOTAL Due to	\$ -		\$ 244,869
TOTAL LIABILITIES	\$ 45,131		\$ 253,971
Reserve for Encumbrances	\$ -	A 821	\$ -
TOTAL Reserve for Encumbrances	\$ -		\$ -
Fund Balance - Unreserved	\$ 1,905,354	A 911	\$ 1,254,088
TOTAL Fund Balance - Unreserved	\$ 1,905,354		\$ 1,254,088
TOTAL Fund Equity	\$ 1,905,354		\$ 1,254,088
TOTAL Liabilities and Fund Equity	\$ 1,950,485		\$ 1,508,058

**RIVERHEAD COMMUNITY DEVELOPMENT AGENCY
ANNUAL UPDATE DOCUMENT
FOR THE YEAR ENDED 12/31/2014**

Results of Operation	FOR THE FISCAL YEAR ENDED 2013	EDP CODE	FOR THE FISCAL YEAR ENDED 2014
Detail Revenues and Other Sources			
Agency Fees	\$ -	A 2170	\$ -
TOTAL Departmental Income	\$ -		\$ -
Interest and Earnings	\$ 318	A 2401	\$ 259
Lease Payments	\$ 1,481,713	A 2410	\$ 60,362
Land Rental	\$ -	A 2660	\$ 400
Sale of Equipment	\$ -	A 2665	\$ -
TOTAL Use of Money and Property	\$ 1,482,031		\$ 61,021
Miscellaneous Income	\$ 3,000		\$ 500
TOTAL Miscellaneous Income	\$ 3,000		\$ 500
State Aid	\$ -	A3789	\$ 30,399
Federal Aid	\$ -	A4597	\$ -
TOTAL Federal/State Aid	\$ -		\$ 30,399
TOTAL REVENUES	\$ 1,485,031		\$ 91,920
Interfund Transfers - Other Gov't	\$ -	A4789	\$ 7,601
TOTAL Other Sources	\$ -		\$ 7,601
TOTAL Revenues & Other Sources	\$ 1,485,031		\$ 99,521

**RIVERHEAD COMMUNITY DEVELOPMENT AGENCY
ANNUAL UPDATE DOCUMENT
FOR THE YEAR ENDED 12/31/2014**

Results of Operation	FOR THE FISCAL YEAR ENDED 2013	EDP CODE	FOR THE FISCAL YEAR ENDED 2014
Detail Expenditures and Other Sources			
Planning & Management Development - Equipment	\$ -	A8684.2	\$ -
Planning & Management Development - Contr Expen. Prof. S	\$ 141,168		\$ 156,812
Planning & Management Development - Contr Expen.	\$ 32,177	A8684.4	\$ 33,900
TOTAL Planning and Management Development	<u>\$ 173,345</u>	A8684.0	<u>\$ 190,712</u>
CDA Administration, Contr Expen.	\$ 1,684	A8686.4	\$ 2,472
TOTAL CDA Administrator	<u>\$ 1,684</u>	A8686.0	<u>\$ 2,472</u>
TOTAL Home and Community Service	<u>\$ 175,029</u>		<u>\$ 193,184</u>
TOTAL Expenditures	<u>\$ 175,029</u>		<u>\$ 193,184</u>
Other Uses			
Transfer to Other Governments	\$ -		\$ 557,601
TOTAL Other Uses	<u>\$ -</u>		<u>\$ 557,601</u>
TOTAL Detail Expenditures and Other Uses	<u>\$ 175,029</u>		<u>\$ 750,785</u>

**RIVERHEAD COMMUNITY DEVELOPMENT AGENCY
ANNUAL UPDATE DOCUMENT
FOR THE YEAR ENDED 12/31/2014**

Results of Operation	FOR THE FISCAL YEAR ENDED 2013	EDP CODE	FOR THE FISCAL YEAR ENDED 2014
ANALYSIS OF CHANGES IN FUND EQUITY			
FUND EQUITY-BEGINNING OF YEAR*	\$ 618,927	A8021	\$ 1,905,353
	\$ -		\$ -
EQUITY ADJUSTMENTS	\$ (23,575)		\$ -
ADJUSTED EQUITY -BEGINNING OF YEAR	\$ 595,352		\$ 1,905,353
ADD-REVENUES AND OTHER SOURCES	\$ 1,485,030		\$ 99,521
DEDUCT-EXPENDITURES AND OTHER USES	<u>\$ 175,029</u>		<u>\$ 750,785</u>
FUND EQUITY-END OF YEAR*	<u>\$ 1,905,353</u>	A8029	<u>\$ 1,254,088</u>

* TOTAL INCLUDES RESERVED AND UNRESERVED FUND BALANCE IN GOVERNMENTAL FUNDS, OR RETAINED EARNINGS OR FUND EQUITY FOR PROPRIETARY FUNDS. ADJUSTMENTS TO BEGINNING FUND EQUITY RESULTING FROM A CORRECTION OF A PRIOR YEAR'S ACCOUNTING ERROR SHOULD BE REPORTED AS A PRIOR PERIOD ADJUSTMENT.

PLEASE EXPLAIN ALL PRIOR PERIOD ADJUSTMENTS BELOW.

DOUBLE ENTRY UNITS ** FUND EQUITY-END OF YEAR MUST AGREE WITH TOTAL FUND EQUITY AS SHOWN ON THE BALANCE SHEET.

SINGLE ENTRY FIRE DISTRICTS ** FUND EQUITY-BEGINNING OF YEAR PLUS TOTAL REVENUES MUST AGREE WITH FUND EQUITY-END OF YEAR PLUS TOTAL EXPENDITURES.

TOWN OF RIVERHEAD

Resolution # 197

**2014 BAYBERRY PARK IMPROVEMENT
CAPITAL PROJECT CLOSURE**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, the 2014 Bayberry Park Improvement Project – CP #70142 is considered complete.

NOW THEREFORE BE IT RESOLVED, that the Town Board hereby authorizes the Accounting Department to close project #70142, modify the budget and transfer the residual amount of \$13,500.00 back to the Park and Rec, Special Trust Fund.

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

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

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter ABSENT

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 198

RIVERHEAD HIGHWAY DISTRICT

2014 CAPITAL PROJECT #45121 CLOSURE

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, the 2014 CHIPs Road Resurfacing Improvement Project, CP45121 is considered complete with funds received from NYSDOT CHIPs, NYS Winter Aid and from Highway's fund balance; and

WHEREAS, additional CHIPs funds were requested and reimbursed resulting in additional funds to be transferred back to the Highway Fund Balance.

NOW THEREFORE BE IT RESOLVED, that the Town Board hereby authorizes the Accounting Department to close project 45121, modify the budget, and transfer the residual of \$21,166.03 back to Highway District's Fund Balance:

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

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

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter ABSENT

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 199

GENERAL FUND

BUDGET ADJUSTMENT

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Town Engineer is requesting a budget adjustment for the purchase of three replacement garbage containers at Town Hall and the Senior Center.

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

	<u>FROM</u>	<u>TO</u>
001.016200.541100 Building Repair & Maintenance	2,805	
001.016200.524000 Equipment		2,805

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

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

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter ABSENT

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 200

**GOLF RIVERHEAD LLC
WATER SERVICE CAPITAL PROJECT**

BUDGET ADJUSTMENT

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, \$3,665.90 has been received from Golf Riverhead LLC, as additional funds for the installation of a 2" water service located at 1793 Northville Turnpike, Riverhead; and

WHEREAS, Resolution #810 adopted 12/2/14 authorized the budget adoption with funds received from the developer for missile drilling but was later determined by Banker Construction the water service must be directionally drilled.

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

		<u>FROM</u>	<u>TO</u>
412.092705.421050.30122	Developer Fees	3,665.90	
412.083200.523002.30122	Water Main/Service		3,665.90

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

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

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter ABSENT

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 201

AUTHORIZES RELEASE OF WATER PROJECT FUNDS
KRISTIE ROSE COURT (aka AJ ESTATES) SUBDIVISION

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, AJ Estates, formally known as Kristi Rose Court deposited monies for expansion of the Riverhead Water District, Capital Project #30116 with the Town of Riverhead July 22, 2013 (N20329) and December 30, 2013 (N36420) totaling Ninety Six Thousand Dollars (\$96,000.00)

WHEREAS, Holzmacher, McLendon & Murrell, P.C. (H2M) and the Riverhead Water District has determined that all work for this extension has been completed and the developer is due back a refund of Sixteen Thousand One Hundred Thirty Nine Dollars and Twelve Cents (\$16,139.12).

WHEREAS, that the Town of Riverhead Administration fee should be released to the General Town (\$2,628.44) and to the Riverhead Water District (\$1,971.56) in the total amount of Four Thousand Six Hundred Dollars.

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby authorizes the Accounting Department to release said monies in the sum of Sixteen Thousand One Hundred Thirty Nine Dollars and Twelve Cents (\$16,139.12) to AJ Estates; One Thousand Nine Hundred Seventy One Dollars and Fifty Six Cents (\$1,971.56) to the Water District Administration Fee Account and Two Thousand Six Hundred Twenty Eight Dollars and Forty Four Cents (\$2,628.44) to the General Town Administration Fee Account.

BE IT FURTHER RESOLVED, that the Town Clerk be, and is hereby, authorized to forward a copy of this Resolution to Aspen Creek Estates LTD, 1134 Middle Country Road Selden, NY 11784; H2M Group, 575 Broad Hollow Road, Melville, NY 11747; Riverhead Water District and the Accounting Department.

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter ABSENT

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 202

EPCAL SEWER UPGRADE PROJECT #20042

BUDGET ADJUSTMENT

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, the Superintendent of Sewer is requesting additional funds be transferred to the Calverton Sewer Upgrade Project #20042 for the engineering services associated with the preparation of a NYS Senate Initiative grant application.

NOW THEREFORE BE IT RESOLVED, that the Supervisor be, and is hereby authorized to establish the following budget adjustment and transfer of funds from the Calverton De-nitrification Reserve account:

	<u>FROM</u>	<u>TO</u>
424.000000.499999.20042 Calverton DeNitro Fund Balance	10,000	
424.081300.543504.20042 Prof Svc - Engineering		10,000

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

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 203

RIVERHEAD WATER DISTRICT
NEW WELL CONSTRUCTION PLANT 16 #30101
CAPITAL PROJECT CLOSURE

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the New Well Construction for Plant 16, Capital Project #30101 is considered complete.

NOW THEREFORE BE IT RESOLVED, that the Town Board hereby authorizes the Accounting Department to close project 30101, modify the budget, and transfer the residual funds back to one the originating sources - Repair and Maintenance Water Key Fund Balance.

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

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

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter ABSENT

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 204

AUTHORIZES ATTENDANCE AT THE 2015 NEW YORK STATE TOWN CLERKS ASSOCIATION ANNUAL STATE CONFERENCE

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, the New York State Town Clerk’s Association is conducting its annual conference from April 26th thru April 29th, 2015 in Rochester, NY; and

WHEREAS, the Town Clerk has requested authorization to attend said conference.

NOW THEREFORE BE IT RESOLVED, that the Town Clerk is authorizes to attend the New York State Town Clerk’s annual conference in Rochester, NY; and be it further

RESOLVED, that all related expenses incurred shall not exceed \$1,000.00 (expenses to include fees for registration, meals, hotel accommodations and travel expenses) shall be reimbursed upon her return and in accordance with the Town’s Travel and Conference Policy; and be it further

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

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter ABSENT

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 205

AWARDS BID – SEWER DISTRICT EXT. NO. 1 (BURMAN)
CALVERTON SANITARY PUMP STATION UPGRADES
BALL FIELD PUMP STATION CALVERTON SEWER DISTRICT

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, this Town Board did authorize the advertisement for bids for Calverton Sanitary Pump Station Upgrades, Ball Field Pump Station for the Calverton Sewer District, and

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

WHEREAS, H2M Group, consulting engineers to the Calverton Sewer District, by attached letter dated March 20, 2015 did recommend that the bid be awarded to K & G Power Systems of Hauppauge, New York at the total bid price of \$197,990.00.

NOW, THEREFORE, BE IT RESOLVED, that the bid for Calverton Sanitary Pump Station Upgrades, Ball Field Pump Station for the Calverton Sewer District, be and is hereby awarded to K & G Power Systems of Hauppauge, New York in the bid amount of \$197,990.00, and be it further

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

RESOLVED, that pursuant to this bid award, the Town Supervisor be and is hereby authorized to execute a contract with K & G Power Systems, and be it further

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

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

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter ABSENT

The Resolution Was Thereupon Duly Declared Adopted



architects + engineers

538 Broad Hollow Road, 4th Floor East
Melville, NY 11747

tel 631.756.8000
fax 631.694.4122

March 20, 2015

Superintendent Michael Reichel
Town of Riverhead
200 Howell Ave.
Riverhead, New York 11901

**Re: Town of Riverhead / Calverton Sewer District
Sewer District Extension No. 1 (Burman)
Calverton Sanitary Pump Station Upgrades
Ball Field Pump Station - Bid Recommendation
H2M Project No.: CASD 14-02**

Dear Superintendent Reichel:

On March 5, 2015, five (5) bids were received for the above referenced construction contract. The bid results follow:

BIDDER		TOTAL BASE BID* AMOUNT *
1	K & G Power Systems	\$197,990.00
2	Excav Services	\$207,900.00
3	RJ Industries	\$248,800.00
4	Bensin Contracting	\$410,000.00
5	WHM Plumbing and Heating	\$511,725.00

* Includes Cash Allowances Totaling \$35,000

H2M's construction cost opinion for the bid work was budgeted to be \$250,000.00. Consequently, the bid is within the estimated budget.

We have reviewed the low bid submitted by K & G Power Systems. Based on the information provided by the bidder and our investigations, we find this contractor to be qualified in performing projects of similar size and complexity. We also find them to be responsible.

Therefore, we recommend that the contract be awarded to K & G Power Systems for ONE HUNDRED NINETY SEVEN THOUSAND NINE HUNDRED NINETY DOLLARS AND ZERO CENTS (\$197,990.00). They can be reached as follows: Christopher Gandolfo, Area Manager, K & G Power Systems, 150 Laser Court, Hauppauge, New York 11788, (631) 324-1171.

Four (4) counterparts of the conformed bid documents will be forwarded to Mr. Richard A. Ehlers, Esq. for contract execution following Town Board approval of award of the contract. Please do not hesitate to contact us should any questions arise.

Very truly yours,

H2M architects + engineers

Nicholas F. Bono, P.E.
Sr. Project Engineer

cc: Richard A. Ehlers, Esq.
FMR – H2M

TOWN OF RIVERHEAD

Resolution # 206

AWARDS BID ON USED 2004 OR NEWER STEEL 30 FOOT DUMPTRAILER

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, the Town Clerk was authorized to advertise for sealed bids on a Used 2004 or Newer Steel 30 Foot Dump Trailer for the use of the Riverhead Highway Department, and

WHEREAS, all bids were received and read aloud on the 9th of February at 11:00 A.M. at the Town Hall, 200 Howell Avenue, Riverhead, New York the date, time and place given in the Notice to Bidders, and

WHEREAS, one bid was received,

NOW THEREFORE BE IT RESOLVED, that the bid for a Used 2004 or Newer Steel 30 Foot Dump Trailer be and is hereby awarded to Suffolk County Brake Service Inc., 862 Lincoln Avenue, Bohemia, NY 11716 in the amount of \$25,157.00 and

THEREFORE, BE IT FURTHER RESOLVED that the Town Clerk shall provide a copy of this resolution to Suffolk County Brake Service Inc. and the Highway Department, and

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

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter ABSENT

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 207

ACCEPTS THE RESIGNATION OF A DEPUTY TOWN ATTORNEY

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Town has received notification from Deputy Town Attorney, William Duffy, indicating his intent to resign effective April 4, 2015.

NOW, THEREFORE, BE IT RESOLVED, that this Town Board hereby accepts the resignation of William Duffy.

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

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter ABSENT

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 208

**ACCEPTS THE RESIGNATION OF A RIVERHEAD INDUSTRIAL DEVELOPMENT
AGENCY BOARD MEMBER**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, Carl Gabrielsen, Board Member of the Riverhead Industrial Development Agency, has tendered his resignation to the Riverhead Town Board effective January 23, 2015.

NOW, THEREFORE, BE IT RESOLVED, that this Town Board hereby accepts the resignation of Carl Gabrielsen.

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Carl Gabrielsen, to Tracy Stark, Executive Director and CEO of the Riverhead I.D.A., and to the members of the Riverhead Town Board. Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device, and if needed, a certified copy of same can be obtained from the office of the Town Clerk.

THE VOTE

Giglio Yes No Gabrielsen - ABSTAIN
Wooten Yes No Dunleavy Yes No
Walter ABSENT

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 209

**AUTHORIZES PUBLICATION OF HELP WANTED ADVERTISEMENT FOR
A BUS DRIVER**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

BE IT RESOLVED, that the Town Clerk is hereby authorized to publish the attached help wanted advertisement for a Bus Driver in the April 16, 2015 issue of The New Review, and

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

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter ABSENT

The Resolution Was Thereupon Duly Declared Adopted

ADVERTISEMENT TO BE PLACED IN NEWS REVIEW

HELP WANTED

PLEASE TAKE NOTICE that the Town of Riverhead is seeking a qualified individual to serve in the position of Bus Driver at the Riverhead Seniors Center. Interested applicants must possess a valid commercial driver's license, and have good knowledge of bus operations and New York State Vehicle and Traffic law pertaining to passenger bus operations. Salary is \$35,393.74 per annum. Applications are to be submitted to the Personnel Department, 200 Howell Avenue, Riverhead, NY. No applications will be accepted after 4:30 p.m. on May 1, 2015. EOE

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

TOWN OF RIVERHEAD

Resolution # 210

**AUTHORIZES PUBLICATION OF HELP WANTED ADVERTISEMENT FOR
A FIRE PREVENTION INSPECTOR**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

BE IT RESOLVED, that the Town Clerk is hereby authorized to publish the attached help wanted advertisement for a Fire Prevention Inspector in the April 16, 2015 issue of The New Review, and

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

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter ABSENT

The Resolution Was Thereupon Duly Declared Adopted

ADVERTISEMENT TO BE PLACED IN NEWS REVIEW

HELP WANTED

PLEASE TAKE NOTICE that the Town of Riverhead is seeking a qualified individual to serve in the position of Fire Prevention Inspector. Interested applicants must possess a valid driver's license, and possess either 1.) An AS degree in Fire Science, or 2.) A college certificate in Fire Science and one (1) year experience as a member of a fire department, or 3.) A high school diploma and two (2) years' experience as a member of a fire department. Salary is \$50,672.44 per annum. Applications are to be submitted to the Personnel Department, 200 Howell Avenue, Riverhead, NY. No applications will be accepted after 4:30 p.m. on May 1, 2015. EOE

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

TOWN OF RIVERHEAD

Resolution # 211

**RATIFIES AUTHORIZATION TO PUBLISH HELP WANTED ADVERTISEMENT FOR
A PART-TIME HOMEMAKER**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

BE IT RESOLVED, that this Town Board hereby ratifies authorization to publish the attached help wanted advertisement for a Part-Time Homemaker in the April 16, 2015 issue of The New Review, and further authorizes the Town Clerk publish same; and

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

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter ABSENT

The Resolution Was Thereupon Duly Declared Adopted

ADVERTISEMENT TO BE PLACED IN NEWS REVIEW

HELP WANTED

PLEASE TAKE NOTICE that the Town of Riverhead is seeking a part-time Homemaker to work for the Seniors Center, assisting elderly residents with light housekeeping and other chores. Applicants must possess good knowledge of homemaking and child care duties; ability to perform household chores; ability to adjust to a wide range of family situations; ability to establish and maintain good working relationships with others; ability to keep records and prepare simple reports; good judgment; tact; courtesy; physical condition commensurate with the demands of the position. Must possess a clean, valid NYS Driver's license throughout employment. No applicant will be hired before passing a background check and pre-employment drug and alcohol test. Hourly rate is \$13.56. Apply to: Town of Riverhead Personnel Department, 1295 Pulaski Street, Riverhead, NY 11901. FAX (631)727-1768. No applications will be accepted after 4:30 pm on Friday, May 1, 2015. EOE

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

TOWN OF RIVERHEAD

Resolution # 212

REAPPOINTS SEASONAL PUMP OUT BOAT OPERATORS

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

NOW, THEREFORE, BE IT RESOLVED, that effective for the period of April 15, 2015 through September 15, 2015 this Town Board hereby reappoints the following Seasonal Pump Out Boat Operators:

Salvatore Calandra	\$12.00 per hour
Richard Quick	\$11.75 per hour
Robert Drexel	\$10.75 per hour

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 213

REAPPOINTS SEASONAL TRAFFIC CONTROL OFFICERS

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

NOW, THEREFORE, BE IT RESOLVED, that effective for the period of April 15, 2015 through September 15, 2015 this Town Board hereby reappoints Raymond Ellis, Brendan Hogan, and Jeffrey Steinbrecher to the position of Seasonal Traffic Control Officers at the hourly rate of \$10.50

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

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter ABSENT

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 214

**ACCEPTS THE RESIGNATION OF A RIVERHEAD INDUSTRIAL DEVELOPMENT
AGENCY BOARD MEMBER**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, Paul Thompson, Board Member and Treasurer of the Riverhead Industrial Development Agency has submitted a letter of resignation to the Riverhead Town Board indicating his resignation from this voluntary position effective April 7, 2015.

NOW, THEREFORE, BE IT RESOLVED, that this Town Board hereby accepts the resignation of Paul Thompson.

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Paul Thompson, to Tracy Stark, Executive Director and CEO of the Riverhead I.D.A., and to the members of the Riverhead Town Board. Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device, and if needed, a certified copy of same can be obtained from the office of the Town Clerk.

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter ABSENT

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 215

ACCEPTS THE RETIREMENT OF A PART-TIME BUILDING INSPECTOR

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Town has received notification from Part-Time Building Inspector, John Wherry, indicating his intent to retire effective April 2, 2015.

NOW, THEREFORE, BE IT RESOLVED, that this Town Board hereby accepts the retirement of John Wherry.

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to John Wherry, the Town Building and Planning Administrator, the Personnel Officer and the Financial Administrator. Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device, and if needed, a certified copy of same can be obtained from the office of the Town Clerk

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter ABSENT

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 216

**ACCEPTS THE RETIREMENT OF A LIEUTENANT IN THE RIVERHEAD TOWN
POLICE DEPARTMENT**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, the Town has received notification from the New York State and Local Employees Retirement System of Lieutenant Robert Peeker’s intent to retire effective January 16, 2015.

NOW, THEREFORE, BE IT RESOLVED, that this Town Board hereby accepts the retirement of Lieutenant Robert Peeker.

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

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter ABSENT

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 217

ACCEPTS THE RETIREMENT OF A PUBLIC SAFETY DISPATCHER

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, the Town has received notification from the New York State and Local Employees Retirement System of Public Safety Dispatcher I Donald Zlatniski's intent to retire effective March 28, 2015.

NOW, THEREFORE, BE IT RESOLVED, that this Town Board hereby accepts the retirement of Donald Zlatniski.

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

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter ABSENT

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 218

ACCEPTS THE RETIREMENT OF A BUS DRIVER

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, the Town has received notification from David Murphy, a Bus Driver at the Riverhead Town Seniors Center, indicating his intent to retire effective April 18, 2015.

NOW, THEREFORE, BE IT RESOLVED, that this Town Board hereby accepts the retirement of David Murphy.

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to David Murphy, the Seniors Program Director, the Personnel Officer and the Financial Administrator. Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device, and if needed, a certified copy of same can be obtained from the office of the Town Clerk.

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter ABSENT

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 219

ACCEPTS THE RESIGNATION OF A PART-TIME HOMEMAKER

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Town has received notification from Elizabeth Dobrolski, a Part-Time Homemaker at the Riverhead Town Seniors Center, indicating her intent to resign effective April 2, 2015.

NOW, THEREFORE, BE IT RESOLVED, that this Town Board hereby accepts the resignation of Elizabeth Dobrolski.

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Elizabeth Dobrolski, the Seniors Program Director, the Personnel Officer and the Financial Administrator. Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device, and if needed, a certified copy of same can be obtained from the office of the Town Clerk.

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter ABSENT

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 220

ACCEPTS THE RESIGNATION OF A PART-TIME HOMEMAKER

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, the Town has received notification from Donjua McCoy, a Part-Time Homemaker at the Riverhead Town Seniors Center, indicating her intent to resign effective March 19, 2015.

NOW, THEREFORE, BE IT RESOLVED, that this Town Board hereby accepts the resignation of Donjua McCoy.

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Donjua McCoy, the Seniors Program Director, the Personnel Officer and the Financial Administrator. Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device, and if needed, a certified copy of same can be obtained from the office of the Town Clerk.

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter ABSENT

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 221

**GRANTS SPECIAL USE PERMIT PETITION
OF EAST END HOSPITALITY, LLC**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, the Riverhead Town Board is in receipt of a special permit petition from East End Hospitality, LLC, Inc. pursuant to Article XXVIA and Article LVI, Section 108-298 B(3) of the Riverhead Town Code to convert an existing restaurant for use as a tavern in addition to the restaurant and other related improvements in support of the use on a .989 acre parcel zoned Downtown Center 1 (DC-1); located at 300 East Main Street, Riverhead, such property more particularly described as SCTM 0600-129-2-32; and

WHEREAS, a full environmental assessment form and supporting documentation was submitted as part of the petition; and

WHEREAS, the petition was referred to the Suffolk County Planning Commission for its report and recommendation; such Planning Commission concluding the matter to be one of local determination; and

WHEREAS, the requisite public hearing was published and posted to be held on the matter on March 3, 2015; and

WHEREAS, the applicant requested that the public hearing be adjourned to the following meeting; and

WHEREAS, the Town Board Adjourned the public hearing to March 18, 2015; and

WHEREAS, the requisite public hearing was held on the matter on March 18, 2015; and

WHEREAS, the applicant, by Charles Cuddy, Esq., its agent, testified that the proposed use of the premises by the applicant would be as a restaurant and tavern; that the tavern, which is also defined among other things as a “cabaret” “barroom” or “nightclub” under Town Code Section 108-3 would feature music and dancing; that the tavern would be in operation until 2:00 a.m. on Thursday, Friday and Saturday evenings; and that security would be present during the operation of the tavern; and

WHEREAS, the Riverhead Town Board has carefully considered the merits of the special use permit petition, the SEQRA record created to date, the report of the Riverhead Planning Department, the report of the Suffolk County Planning Commission, the testimony made at the relevant public hearing as well as all other pertinent planning, zoning and environmental information; now

THEREFORE, BE IT RESOLVED, that that in the matter of the special use permit petition of East End Hospitality., Inc., the Riverhead Town Board determines that the Action be Type II pursuant to 6NYCRR Part 617.5(c)(2) as replacement, rehabilitation or reconstruction of a structure or facility, in kind, on the same site, including upgrading buildings to meet building and fire codes; and

BE IT FURTHER RESOLVED, that in the matter of the special use permit petition of the East End Hospitality, LLC, the Riverhead Town Board hereby makes the following findings:

- (i) That the subject real property lies within the confines of the Downtown Center 1: Main Street (DC-1) Zoning Use District;
- (ii) That the DC-1 use regulations of the Town of Riverhead Zoning Ordinance (Section 108-289 B (3) provides for the special permitted use of a bar/tavern/cabaret;
- (iii) That the lot area is considered sufficient and adequate for the proposed use;
- (iv) That access facilities are adequate for the motor vehicle traffic to be generated by the proposed use;
- (v) That adequate buffer yards have been provided to protect neighboring properties;
- (vi) That adequate provisions will be made for the collection and recharge of both stormwater and sanitary sewage flow;
- (vii) That adequate provisions for emergency vehicle access, off street parking and loading will be insured by the administration of the requisite site plan review;
- (viii) That existing municipal services and facilities are adequate to provide for the needs of the proposed use;
- (ix) That the proposed use will not generate any form of environmental pollution discernable by the residents of the general vicinity; and
- (x) All music to remain indoors

BE IT FURTHER RESOLVED, that based upon its findings, the Riverhead Town Board hereby grants the Special Use Permit petition of East End Hospitality, LLC, pursuant to Article XXVIA and Article LVI, Section 108-289 B.(3) of the Riverhead Town

Code to convert an existing restaurant for the additional use as a tavern and other related improvements in support of the use on a .989 acre parcel zoned Downtown Center 1 (DC-1); located at 300 East Main Street, Riverhead, such property more particularly described as SCTM 0600-129-2-32; subject to the following conditions:

- (i) That no site disturbance or building permit shall issue prior to a site plan approval by the Riverhead Planning Board;
- (ii) That the tavern use shall commence within two (2) years as tolled from the effective date of this resolution;
- (iii) That the tavern use shall be limited to Thursday, Friday and Saturday evenings with music and dancing to end not later than 2:00 o'clock a.m.;
- (iv) That security be employed and present at all times when the tavern use is in operation; and

BE IT FURTHER RESOLVED, that a copy of this resolution be forwarded to Charles Cuddy, Attorney at Law, as agent, and that that all Town Hall departments may review and obtain a copy of this resolution from the electronic storage device and, if needed, a certified copy of same may be obtained from the office of the Town Clerk.

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter ABSENT

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 222

AWARDS BID FOR FOOD PRODUCTS

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, the Town Clerk was authorized to publish and post a notice for sealed bids for **FOOD PRODUCTS** for the Town of Riverhead and;

WHEREAS, 4 bids were received and opened at 2:00 pm on FEBRUARY 12, 2015 at Town Hall, 200 Howell Avenue, Riverhead, New York, the date, time and place given in the Notice to Bidders, and the amounts compared after calculating equal serving sizes, brands and past history;

NOW THEREFORE BE IT RESOLVED, that the bid for **FOOD PRODUCTS** utilized by the Town of Riverhead be and hereby is, awarded as follows:

DI CARLO DISTRIBUTORS INC. - Item #'s:

#1,24,29,33,37,40,41,49,50,51,52,59,60,77,82,91,97,101,109,114,125,127,148,149,158,163,164,165,175,192,199,206,207,208,209,219,221,223,241,246,266,268,273,274,275,283,292,297,307,311,312,316,317,327,328,329,333.

MIVILA FOODS OF NY – Item

#'s: 2,6,8,10,12,13,15,16,23,25,27,32,36,39,42,43,46,47,55,58,62,63,68,71,72,81,83,87,89,90,92,94,95,104,106,107,110,112,113,116,117,118,119,121,122,123,126,128,135,136,137,138,140,141,142,143,145,147,150,151,153,156,157,161,167,168,169,170,172,173,176,177,180,182,183,193,195,196,198,200,204,205,212,213,215,218,220,222,225,229,230,231,232,233,234,235,236,238,240,242,243,247,248,250,252,253,254,257,263,265,267,276,281,282,284,290,293,302,303,304,305,308,310,318,319,321,323,325.

LANDMARK,(SAVORY) – Item #'s:

3,7,17,22,31,35,38,64,69,70,76,86,98,102,115,120,124,152,154,178,214,223,224,227,244,256,258,269,270,271,272,301, 326,331

SCHRIER - Item #'s:

4,5,9,11,14,18,19,20,21,26,27,28,30,44,45,48,53,54,56,57,61,65,66,67,71,73,74,75,78,79,80,84,85,88,93,96,99,100,103,108,111,129,130,131,132,133,134,139,144,146,155,159,160,162,166,171,174,179,181,184,185,186,187,188,189,190,191,194,196,197,201,202,203,210,211,216,217,226,228,237,239,245,249,251,255,259,260,261,262,264,277,278,279,280,285,286,287,288,289,291,294,295,296,298,299,300,306,309,313,314,315,320,322,324,330,332,334,335.

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

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter ABSENT

The Resolution Was Thereupon Duly Declared Adopted

FOOD BID 2015

	SCHRIER				LANDMARK		MIVILA		DICARLO	
	DESCRIPTION	PRODUCT#	UNIT	PRICE	UNIT	PRICE	UNIT	PRICE	UNIT	PRICE
1	ALFREDO SAUCE	92170	4/3#	41.90	2/32 OZ.	N/B	8/4 OZ	36.85	2/32 OZ.	20.75
2	APPLE CIDER	27012	8/64 oz	15.90	4/GAL/CS	24.85	6/5 GAL	25.85	4/GAL/CS	25.00
3	APPLES, FRESH(MAC)	63014	120 ct.	28.00	120 ct.	25.65	120-140	43.85	120 ct.	N/B
4	APPLES, SLICED, CANNED	21058	6/10	25.90	6/10	27.55	6/10	28.95	6/10	44.49
5	APRICOT HALVES	11026	6/10	31.50	6/10	36.45	6/10	37.95	6/10	39.77
6	ASPARAGUS SPEARS, FROZEN	98004	6/2.5 # cs	27.40	6/2.5 # cs	51.00	6/2.5#	26.85	6/2.5 # cs	45.45
7	ASST. HORS DOUVRES	nb		n/b	100PK	32.60	100	42.00	100PK	42.33
8	BBQ SAUCE, CANNONBALL ONLY	7882	4/1GAL	49.95	4/1GAL	31.25	4/1 GAL	23.75	4/1GAL	44.00
9	BAY LEAF	51064	16 oz.	3.80	16 oz.	11.70	16 OZ	4.35	16 oz.	28.45
10	BASIL	51060	16 oz.	3.80	20 OZ	9.60	24 OZ	4.50	20 OZ	34.09
11	BEANS, FRENCH CUT, FROZEN	98082	12/2#	19.68	12/2#	23.85	12/2.5#	24.90	12/2#	25.34
12	BEANS, GARBANZO	58240	6/10	20.69	6/10	26.85	6/10	18.90	6/10	22.61
13	BEANS, ITALIAN, FROZEN (12-1/2 LB. PKG.)	98078	12/case/2#	19.68	12/case/2#	21.75	12/2#	19.20	12/case/2#	21.02
14	BEANS, LIMA, FROZEN (2.5 OZ/PKG.)	98050	12/2	31.80	12/case/2.5 #	39.55	12/2.5#	33.60	12/case/2.5 #	43.18
15	BEANS, STRING, REG. CUT, FROZ.	98074	12/2#	15.60	12/2#	18.60	12/2.5#	19.50	12/2#	19.34
16	BEANS, THREE BEAN SALAD	57430	6/10	29.20	6/10#	32.80	6/10	26.60	6/10#	33.47
17	BEANS, WAXED, FROZEN	98126	12/2#	19.92	12/2#	16.60	12/2.5%	23.70	12/2#	26.14
18	BEANS, WAXED	57410	6/10	19.50	6/10	25.60	6/10	19.85	6/10	N/B
19	BEETS, SLICED	57610	6/10	17.90	6/10	22.80	6/10	19.85	6/10	24.09
20	BISCUITS, OVEN READY	92802	120/2 oz.	16.50	120 ct.	29.80	120/1 OZ	17.95	120 ct.	32.83
21	BOW TIE NOODLES	34040	20#	20.20	12/1#	19.75	20/1#	19.95	12/1#	17.61
22	BREAD, WHOLE WHEAT, LOAVES	93408	10/24 oz.	29.95	10/24OZ	15.80	1.5# EA.	2.89	10/24OZ	24.68
23	BREADCRUMBS	5728	4/5#	20.50	6/5#	23.15	6/5#	16.20	6/5#	25.00
24	BREADSTICKS, FRENCH	92732	180 ct.	34.90	180 ct.	N/B	180/1.5 OZ	39.85	180 ct.	32.39
25	BROCCOLI SPEARS, FROZEN	98026	12/2	17.76	12/2#	18.95	12/2#	17.28	12/2#	19.89
26	BROCCOLI, CHOPPED, FROZEN 2.5 LB. PKGS	98020	12/2.5	19.50	12/2.5	23.00	12/3#	24.48	12/2.5	23.57

FOOD BID 2015

	DESCRIPTION	PRODUCT#	UNIT	PRICE	UNIT	PRICE	UNIT	PRICE	UNIT	PRICE
27	BROCOLLI FLORETS	98016	12/2#	16.56	12/2#	20.60	12/2#	16.56	12/2#	16.68
28	BRUSSELS SPROUTS, FROZEN	98030	12/2#	14.40	12/2#	19.70	12/2.5#	21.00	12/2#	20.45
29	BUTTER PATTIES (individual)	88184	17#	47.95	47ct	N/B	17#	66.13	47ct	43.62
30	CABBAGE, RED	57690	6/10	31.90	6/10	35.45	6/10	34.50	6/10	N/B
31	CABBAGE, SHREDDED (cole slaw mix)	nb	4/5#	n/b	4/5#	24.80	4/5#	34.00	4/5#	N/B
32	CAKE, BROWNIE, SHEET, FROZEN	81084	2 trays	35.90	4/80 oz.	74.17	4/80 OZ	69.85	4/80 oz.	55.57
33	CAKE, CARROT, SHEET, FROZEN	91924	4/96 oz	74.90	4/96 oz	76.85	4/96 OZ	74.90	4/96 oz	56.82
34	CAKE, CHEESE		1-10"	15.50	2/14	44.75	2/14 SLICE	36.90	2/14	28.65
35	CAKE, CRUMB, SHEET, FROZEN	nb		n/b	1 CT	18.25	96 CT	37.75	1 CT	38.51
36	CAKE, POUND	91910	12/16 oz.	53.50	1 CT	12.45	12/16 OZ	49.75	1 CT	52.23
37	CAKE, POUND INDIVIDUAL	91932	24 ct	12.50	24 ct	13.97	24 CT	12.95	24 ct	12.17
38	CAKE, RASPBERRY, SHEET, FROZEN	nb		n/b	1 sheet	18.55		N/B	1 sheet	N/B
39	CANNOLI CREAM BAGS W/CHIPS	80608	6#	24.90	4/2#	N/B	12/1.5#	58.00	4/2#	30.59
40	CANNOLI SHELLS, SMALL	80636	120 ct.	30.90	10/12 ct	N/B	48 CT	20.90	10/12 ct	25.50
41	CARROTS, BELGIAN	nb		n/b	6/10	28.45	6/10	32.95	6/10	24.43
42	CARROTS, DICED, FROZEN (2.5 LB. PKG.)	99160	12/cs/2#	11.76	12/cs/2#	13.89	12/2.5#	15.00	12/cs/2#	16.07
43	CAULIFLOWER, FROZEN, (2 LB. PKGS.)	98050	12/2	17.76	12/2#	19.88	12/2#	16.56	12/2#	19.09
44	CEREAL, CORN FLAKES (individual)	12680	84 ct.	18.29	96 CT.	26.41	96 CT	23.90	96 CT.	24.45
45	CEREAL, CREAM OF WHEAT	13604	12/28	20.50	12/28OZ	25.49	12/28 OZ	39.85	12/28OZ	23.52
46	CEREAL, RAISIN BRAN (individual kellogs bowl)	12130	96 ct	34.50	96 ct	26.41	96 CT	23.90	96 ct	30.10
47	CEREAL, SPECIAL K	12056	70 ct	34.50	70 ct	38.55	70 CT	33.85	70 ct	36.23
48	CEREAL, TOASTED OATS (individual)	12686	84 ct.	18.29	96 ct	26.41	96 CT	35.95	96 ct	23.77
49	CHEESE, AMERICAN LOAF (5 LB.)	88118	4/5#	37.90	6/5#	76.70	4/5#	41.80	6/5#	40.81
50	CHEESE, CHEDDAR, SHREDDED	88240	4/5#	48.00	4/5#	71.80	4/5\$	63.80	4/5#	43.72
51	CHEESE, COTTAGE	88490	4/5#	30.90	6/5#	49.70	5#	7.95	6/5#	37.50
52	CHEESE, MOZZARELLA. SHREDDED	88242	4/5#	48.00	4/5#	48.85	4/5#	63.80	4/5#	44.77
53	CHEESE, PARMESAN, IMPORTED	88254	4/5#	44.00	4/5#	88.35	4/5#	69.80	4/5#	64.65

FOOD BID 2015

	DESCRIPTION	PRODUCT#	UNIT	PRICE	UNIT	PRICE	UNIT	PRICE	UNIT	PRICE
54	CHEESE, PARMESAN, PC	88256	200 ct	13.90	200 ct	25.80	200 CT	15.85	200 ct	N/B
55	CHEESE, SWISS (4" x 4")	88108	per lb.	3.49	8#	3.74 PER	APP 7# EA	3.39#	8#	3.92
56	CHERRIES, NO PITS, NO STEMS	21211	GAL.	12.50	GAL.	13.67	GAL	13.25	GAL.	53.81
57	CHERRY PIE FILLING	1670	6#10	58.90	6#10	69.80	6/10	59.85	6#10	85.60
58	CHICKEN BROTH	15702	12/48	24.50	12/46OZ	27.60	12/46 OZ	19.70	12/46OZ	25.00
59	CHICKEN CUTLET #0944	96322	40/4 oz.	38.74	40/4oz case	37.55	40/4 OZ	43.85	40/4oz case	35.11
60	CHICKEN CUTLETS, ITALIAN	nb		n/b	34/4.7	43.45		N/B	34/4.7	40.31
61	CHICKEN, DICED	96216	10#	24.90	10#	39.88	10#	35.90	10#	38.83
62	CHICKEN, GRILLED	96154	53/3 oz	46.80	2/5#	45.35	60/3 OZ	26.89	2/5#	47.34
63	CHICKEN NUGGETS	92158	10#	22.90	4/5#	40.60	20#	33.60	4/5#	19.20
64	CHICKEN TENDERS, BRANDYWINE	96304	10#	30.90	2/5#	26.45	10#	31.95	2/5#	N/B
65	CHICKEN, WHOLE, FRESH CUT 1/4'S, FRESH	96204	14/3#	1.39#		N/B	70#/CS APP	1.98#	60/8.27 OZ	60.98
66	CHILI	35072	6/10	49.50	12/5	69.70	6/10	64.75	12/52 OZ	69.32
67	CHOCOLATE TOPPING	29018	4/1gal	29.98	4/1gal	33.80	GAL	11.85	4/1gal	39.20
68	CINNAMON	51136	16 oz.	3.20	16 oz.	5.87	16 OZ	2.75	12/16 OZ	40.91
69	POLLACK, POTATO CRUST	93142	46/3.6 oz.	39.90	10#(HADDOCK)	28.87	40/4 OZ	29.00	44/3.6 OZ	36.56
70	COFFEE, SANKA, (IND)(5 PKGS./100)	28184	5/100	53.50	1000 CT	89.90	5/100 CT	51.90		63.43
71	COLLARD GREENS, FROZEN (3 LB. PKGS.)	98154	12/3#	23.04	12/3#	35.89	12/3#	23.04	12/3#	31.25
72	COOKIES, CHOCOLATE CHIP	nb		n/b	100/2PK	26.70	10# BULK	21.90	100/2PK	23.30
73	COOKIES, LORNE DOONES	9920	120/4OZ	36.50	120/4OZ	40.45	120/4 CT	36.90	120/4OZ	37.50
74	COOKIES, OATMEAL	10242	10#	18.50	100/2CT	23.20	10#	19.85	100/2CT	19.52
75	COOKIES, SUGAR 10# BULK	10244	10#	18.50	10#	21.67	10#	19.75	10#	22.70
76	COOKIES, SUGAR FREE VARIETY	nb		n/b	5#	29.84		N/B	5#	N/B
77	COOKIE, OREO, 4-PACK	9936	120 ct.	41.90	120/4PK	44.97	120/4 PK	37.90	120 ct.	33.02
78	CORN, COBETTES 96 PK.	98064	96 ct.	12.69	96 ct.	14.97	96 CT	12.95	96 ct.	21.31
79	CORN, WHOLE KERNEL	57902	6/10	20.50	6/10	25.70	6/10	20.85	6/10	23.89
80	CORN STARCH	1094	24/1#	17.95	24/1#	21.55	24/1#	18.60	24/1#	19.89

FOOD BID 2015

	DESCRIPTION	PRODUCT#	UNIT	PRICE	UNIT	PRICE	UNIT	PRICE	UNIT	PRICE
81	CRAB CAKES-MRS. FRIDAYS	93104	10#	49.90	53/3OZ	39.88	53/3 OZ	34.90	53/3OZ	51.24
82	CRACKERS, OYSTERETTE TYPE	9888	150 ct.	16.50	150/5OZ	14.70	150 CT	13.90	150/5OZ	13.52
83	CRACKERS, PREMIUM UNSALTED	nb		n/b	300/2 ct.	16.20	300/2 CT	14.25	300/2 ct.	15.34
84	CRANBERRY SAUCE, OCEAN SPRAY (JELLIED)	21320	6/10	34.50	6/10	44.29	6/10	38.25	6/10	38.64
85	CREAM CHEESE, PC	88144	100/1oz	15.50	100 CT	26.35	100/1 OZ	16.90	100 CT	19.08
86	CREAM CHEESE , WHIPPED	nb		n/b	4/5#	38.66		N/B	4/5#	N/B
87	CREAM PUFFS, AMBRETTE, MINI VANILLA	nb		n/b		N/B	12/7.98 OZ	38.90		43.30
88	CROISSANTS	92762	144/2.2 oz.	41.50	128/1OZ	59.77	48/2 OZ	24.60	128/1OZ	37.50
89	CROUTONS	10432	10#	17.90	4/2.5 #	24.55	4/2.25 #	15.99	4/2.5 #	21.02
90	DANISH, ASSTD. FROZEN, WRAPPED	92944	24 ct.	19.78	24CT	20.97	24 CT	19.60	24CT	22.18
91	DRESSING, COLESLAW (GAL. JARS)	nb		n/b	4/1GAL	49.67	4/1 GAL	51.60	4/LG	48.86
92	DRESSING, FRENCH, PC	33386	60/1.5 oz	15.50	60/1.5 oz	15.30	60/1.5 OZ	13.40	60/1.5 oz	14.25
93	DRESSING, ITALIAN (4 GAL. JARS)	33030	4/1	18.80	4/1GAL	45.60	4/1 GAL	18.95	4/1GAL	41.06
94	DRESSING, ITALIAN, CREAMY, PC	33490	60/1.5	13.90	60/1.5 OZ	15.20	60/1.5 OZ	12.60	60/1.5 OZ	13.56
95	DRESSING, RANCH, F/F, PC	33456	60/1.5	14.50	60/1.5 OZ	16.45	60/1.5 OZ	14.25	60/1.5 OZ	14.49
96	DRESSING, THOUSAND ISLAND	33020	4/1 gal	30.80	4/1 gal	46.70	4/1 GAL	37.85	4/1 gal	38.64
97	ECLAIRS, MINI CHOC ICED FROZEN	nb		n/b		N/B	48/2 OZ	38.85		7.57
98	EGGPLANT ROLETTE	nb		n/b	60/3.5 OZ	29.80	34/3.5 OZ	32.85	9/4 CT	27.62
99	EGG PRODUCT, FROZEN (5 LB. CONTAINERS)	88304	6/5#	38.90	6/5#	45.60	6/5#	48.90	12/2#	39.55
100	FILLING, BLUEBERRY	1648	6/10	54.90	6/10	65.80	6/10	71.85	6/10	78.41
101	FISH BREWERS CHOICE	nb		n/b	40/4oz case	64.88		N/B	40/4 OZ CS	59.09
102	FISH,HEALTHY CHOICE	nb		n/b	40/4 OZ	49.97		N/B		N/B
103	FISH CAKES	93106	10#	15.90	80/2 OZ	23.75	10#-53/3OZ	21.85	10#	20.45
104	FISH IN A MINUTE-BATTER DIPPED POLLACK	nb		n/b	53/3 oz	37.94	10#	29.90	2 OZ	39.77
105	FISH, OCEAN PERCH BATTERED	nb		n/b		N/B		N/B		N/B
106	FISH, POTATO CRUSTED POLLACK	nb		n/b	10# COD	65.87	40/4 OZ	29.00	44/3.6 OZ	36.56
107	FISH SOLE SCALLOP & CRAB STUFFED	nb		n/b	32/5 oz	64.80	32/5OZ	58.90	32/5 oz	59.09

FOOD BID 2015

	DESCRIPTION	PRODUCT#	UNIT	PRICE	UNIT	PRICE	UNIT	PRICE	UNIT	PRICE
108	FISH, TUNA, LARGE CAN (66-1/2 OZ.)WHITE	18570	6/66.5 oz	71.90	6/66.5 oz	84.50	6/66.5 OZ.	41.50	6/66.5 oz	73.86
109	FLOUR	1918	25#	8.50	2/25#	22.70	2/25#	17.80	2/25#	16.52
110	FRENCH FRIES, OVEN READY	94504	6/5#	24.90	6/5#	23.60	6/5#	17.65	6/5#	28.81
111	FRENCH TOAST AUNT JEMIMA	92562 echo lake	175 ct.	18.50	144 ct	34.97	72/2.38 OZ	26.85	144 ct	26.14
112	FRENCH TOAST STICKS	92566	6/10	21.29	180 ct.	24.65	10#	16.20	180 ct.	17.61
113	FRUIT COCKTAIL	23170	6/10	32.50	6/10	34.68	6/10	30.95	6/10	36.36
114	FRUIT BOWL, ASST.	nb		n/b		N/B	36/4 OZ	21.45	36/4 OZ	20.38
115	FRUIT SALAD MEDLEY	61438	8#	17.44	2 GAL	29.87	1 GAL	23.85	2 GAL	N/B
116	FRUIT SALAD, TROPICAL	21440	6/10	29.90	6/10	37.66	6/10	28.20	6/10	30.68
117	GARLIC POWDER	51250	16 oz.	3.20	19 OZ	7.77	16 OZ	2.40	12/16	43.81
118	GRAHAM CRACKERS	9990	200/2 ct.	21.90	200/2 ct.	20.60	200/2 CT	17.90	200/2 ct.	23.86
119	GRAHAM CRACKER CRUMBS	9988	10#	24.40	10#	27.20	10#	19.60	10#	21.03
120	GRAVY MASTER 12 QT/CS	17214	12/qts.	126.00	12 QT	83.45	12 QT/CS	109.00	12 QT	114.00
121	GRAVY, BEEF, CAMPBELL'S	2552	12/51	31.50	12/#8	31.45	12/#5	28.90	12/#8	38.32
122	GRAVY, CHICKEN , CAMPBELL'S	2556	12/51	36.90	12/#5	39.78	12/#5	29.85	12/#5	36.41
123	GRAVY, TURKEY	2554	12/51	39.50	12/50 oz.	41.80	12/#5	30.95	12/60 OZ	38.56
124	HAM, DELI, LOW SODIUM	95092	2/13#	2.89	2/13#	72.45	2/13# CS (APP)	2.99#	2/13#	3.49
125	HAM, VIRGINIA	95070	2/13#	3.64	2/10#	3.56#	20#/CS APP	3.79#	2/14-16#	3.37#
126	HASH, CORNED BEEF	35102	6/10	65.50	6/10	80.88	6/10	59.90	6/10	70.32
127	HERO ROLLS, 3X7	91710	72 ct.	39.95	7/3.25	35.48		N/B	7/3.25	22.73
128	HOT DOGS, ALL BEEF,SABRETT 10# 8 to 1	95074	30#	139.95	10#	44.15	10#	36.90	10#	41.48
129	ICE CREAM CUP, CHOCOLATE	93006	96/4 oz.	22.05	48/ 4oz	N/B	24/4OZ	10.85	48/ 4oz	16.48
130	ICE CREAM CUP,STRAWBERRY	93004	96/4 oz.	22.05	48/ 4oz	N/B	24/4OZ	10.85	48/ 4oz	16.20
131	ICE CREAM CUP, VANILLA	93008	96/4 oz.	22.05	48/ 4oz	N/B	24/4OZ	10.85	48/ 4oz	16.20
132	ICE CREAM CUP, VANILLA FAT FREE	93018	24/4	6.75	48/4oz	N/B	24/4OZ	10.85	48/4oz	22.10
133	JELL-O, CITRUS	24036	12/cs	22.90	12/24 OZ	33.70	12/24 OZ	23.85	12/24 OZ	31.31

FOOD BID 2015

	DESCRIPTION	PRODUCT#	UNIT	PRICE	UNIT	PRICE	UNIT	PRICE	UNIT	PRICE
134	JELL-O, RED 24 OZ.	24040	12/cs	22.90	12/24 OZ	33.70	12/24 OZ	24.85	12/24 OZ	31.31
135	JELLY, MINT	n/b		n/b	6/4#	36.57	6/4#	29.34	6/4#	43.14
136	JELLY, GRAPE, PC	41332	200 ct.	7.50	200/.5 OZ	14.97	200/.5 OZ	5.15	200/.5 OZ	11.75
137	JUICE, APPLE	27022	48/5.5 oz.	21.10	48/5.5	24.00	48/6 OZ	9.18	48/5.5	21.74
138	JUICE, APPLE RASPBERRY, S/F, MACHINE	nb		n/b	5 LTR	36.00	5L/CS	32.95	5 LTR	N/B
139	JUICE, CRANBERRY	93084	72/4OZ	8.90	72/4OZ	10.45	72/4 OZ	11.95	72/4OZ	9.66
140	JUICE, GRAPE, SUGAR FREE	nb		n/b	12/45OZ	N/B	3 GAL	69.85	12/45OZ	N/B
141	JUICE, LEMONAIDE, CUPS	93090	72/4 oz.	9.50	48/6OZ	8.40	48/6 OZ	8.30	48/6OZ	8.81
142	JUICE, ORANGE	27092	12/46 oz.	25.80	12/46 OZ	25.03	12/46 OZ	19.85	12/46 OZ	29.17
143	JUICE, ORANGE, MACHINE	nb		n/b	5 LTS	58.50	5 LITRE	37.95	5 LTS	N/B
144	JUICE, ORANGE -FROZEN (4 OZ)	93082	72/4	10.20	72/4 oz.	11.60	72/4 OZ	10.95	72/4 oz.	11.76
145	JUICE, PINEAPPLE 46 OZ.	27460	12/46 oz.	21.50	12/46 OZ	24.26	12/46 OZ	20.95	12/46 OZ	23.98
146	JUICE, PINEAPPLE/ORANGE, CUPS	92970	72/4oz	10.20	72/4oz	12.20	72/4 OZ	10.60	72/4oz	10.80
147	KALE, FROZEN 12/3#	nb		n/b	12/3#	36.45	12/3#	31.32	12/3#	32.10
148	KETCHUP, IND. HEINZ OR EQUAL	7186	1000	11.90	6/10	24.97	1000 CT	19.85	6/10	15.34
149	KETCHUP, HEINZ (OR EQUAL)	7210	6/10	28.50	6/10	24.97	6/10	20.85	6/10	20.08
150	KIDNEY BEANS (6 LB. CANS)	57460	6/10	23.50	6/10	29.76	6/10	21.85	6/10	26.02
151	KRABBY CAKES	93130	6/2.5	3.99	LBS.	N/B	53/3 OZ	34.90	6/2.5#	58.65
152	LASAGNA ROLL UPS	92164	60 ct.	25.90	60/3.5	24.80	60/3.5 OZ	38.95	60/3.5	N/B
153	MACARONI SALAD	88034	8#	9.12	8#	10.80	30#	33.00	8#	12.78
154	MANICOTTI, CELENTANO 60/2.7 oz	92070	60/2.5 oz.	24.50	50/2.75 OZ	21.24	60/2.7 OZ	24.00	60/2.67 OZ	28.32
155	MARGARINE, BLOCK	88244	30/1#	20.40	30/1#	24.80	30/1#	21.00	30/1#	24.09
156	MAYONNAISE, (IND.) HELLMANS/EQUAL	33380	204 ct.	23.50	210 CT	26.60	210 CT	21.85	204/3/8 OZ	23.56
157	MAYONNAISE, HELLMANN'S	33110	4/1#	59.80	4/1 GAL	61.50	4/1 GAL	56.70	4/1 GAL	60.65
158	MEATBALLS, ITALIAN, COOKED 2OZ	96046	10#	24.90	10#/2 OZ	29.88	10#	27.90	10#/2 OZ	26.70
159	MEATBALLS, PLAIN	96008	10#/1/2 oz.	15.90	10#/1 OZ	29.88	10#	19.80	10#/1 OZ	N/B
160	MEATBALLS, MAMA, ITALIAN 2 OZ	96046	10#	24.90	10#/2 OZ	29.88	10#	27.90	10#/2 OZ	N/B

FOOD BID 2015

	DESCRIPTION	PRODUCT#	UNIT	PRICE	UNIT	PRICE	UNIT	PRICE	UNIT	PRICE
161	MEATBALLS, SWEDISH	NB		n/b	10#	36.70	10#	27.90	10#	34.09
162	MILK, EVAPORATED	28302	24/12 OZ	20.50	48/12 OZ	63.76	24/12 OZ	24.00	48/12 OZ	31.02
163	MUFFINS, BLUEBERRY	91994	72/2	18.50	12/6 OZ	12.50	24/4 OZ	19.40	12/6 OZ	10.99
164	MUFFINS, BANANA	91998	72/2	18.50	12/6 OZ	12.50	24/4 OZ	19.40	12/6 OZ	10.55
165	MUFFINS, CHOCOLATE CHIP	NB		n/b	12/6 OZ	12.50	24/4 OZ	19.40	12/6 OZ	10.63
166	MUSHROOMS, CANNED	58080	6/10	34.90	6/10	40.00	6/10	37.75	6/10	40.28
167	MUSTARD, GULDEN'S	NB		n/b	4gal/cs	31.60	4 GAL/CS	24.85	4gal/cs	29.55
168	MUSTARD, GULDEN'S, PC	7538	500 ct.	20.50	500	18.70	500 CT	16.75	500	19.96
169	MUSTARD, HONEY, PC	7542	60/1.5	15.90	60/1.5 OZ	15.80	60/1.5 OZ	13.15	60/1.5 OZ	19.32
170	NUTMEG	51356	16 oz.	12.50	16 oz.	19.85	16 OZ	10.35	12/16 OZ	242.24
171	OATMEAL, INSTANT, PC	13702	48/1 oz.	9.50	64 CT	19.18	64/CS	15.60	64 CT	10.90
172	OKRA, CUT, FROZEN	NB		n/b	12/2#	24.70	12/2#	19.20	12/2#	22.73
173	OLIVES, BLACK	7796	6/10	35.50	6/10	34.50	6/10	26.85	6/10	62.50
174	OLIVES, GREEN	7544	4/1 gal.	39.50	1 GAL	11.29	GAL	10.85	1 GAL	61.36
175	OMLETTES, PLAIN	89128	84/3 OZ	28.50	144/2 OZ	59.85	84/3 OZ	39.85	144/2 OZ	36.36
176	ONION POWDER	51380	16 oz.	2.90	20 OZ	6.65	16 OZ	2.60	12/19 OZ	52.26
177	ONIONS,PEARL,FROZEN	nb		n/b	12/2#	32.40	12/2#	28.56	12 CT	39.89
178	ORANGES, MANDARIN, CUPS, 4 OZ.	nb		n/b	36/4 OZ	21.94	36/4 OZ	22.95		N/B
179	OREGANO	51396	16 oz.	3.20	24 OZ	18.85	16 OZ	3.80	4/32 OZ	30.12
180	PAM SPRAY	40350	6/17 oz.	15.90	6/16.5	19.66	6/17 OZ	13.90	6/16.5	17.33
181	PANCAKE, DOWNYFLAKE, OR EQUAL	92548	144 ct.	10.90	144 ct	24.25	144 CT	14.95	144 ct	20.45
182	PAPRIKA	61416	16oz.	3.40	16 oz.	6.86	16 OZ	2.65	12/18 OZ	57.95
183	PARSLEY, FLAKES	51440	8 oz.	4.40	10 OZ	9.97	12 OZ	4.80	4/24 OZ	51.82
184	PASTA, EGG NOODLES	34156	10#	10.50	2/5#	16.97	10#	14.50	2/5#	16.48
185	PASTA, ELBOW MACARONI	34094	20# box	12.80	2/10#	18.45	20/1#	14.90	2/10#	15.34
186	PASTA, PENNE		20#	12.80	2/10#	21.60	20/1#	14.50	2/10#	15.34
187	PASTA, ROTINI		20#box	12.80	2/10#	26.20	2/10#	24.85	2/10#	15.91

FOOD BID 2015

	DESCRIPTION	PRODUCT#	UNIT	PRICE	UNIT	PRICE	UNIT	PRICE	UNIT	PRICE
188	PASTA, SPAGHETTI		20 lb box	12.80	2/10#	18.65	20/1#	14.90	2/10#	15.34
189	PASTA, SHELLS, MEDIUM		20 lb box	12.80	2/10#	25.85	20/1#	14.90	2/10#	14.77
190	PASTA, TRI-COLOR MACARONI		20#box	10.90	2/10#	32.80	2/10#	26.85	2/10#	14.77
191	PASTA, ZITI		20# box	12.80	2/10#	25.97	20/1#	14.90	2/10#	15.34
192	PASTRY DOUGH SQUARES 5X5			n/b	120/2oz	41.55	120/2 OZ	40.05	120/2oz	39.20
193	PEACHES, SLICED,NATURAL,NO SUGAR		6/10	28.50	6/10	34.55	10#(FROZEN)	24.90	6/10	35.80
194	PEANUT BUTTER		6/5#	34.50	6/5#	43.83	6/5#	43.85	6/5#	51.14
195	PEAR HALVES,NATURAL, NO SUGAR		6/10	30.90	6/10	34.68	6/10	30.85	6/10	36.36
196	PEAS & CARROTS, FROZEN		12/2.5# case	20.70	12/2.5	23.87	12/2.5#	20.70	12/2.5	27.62
197	PEAS, FROZEN		12/2.5# CASE	22.50	12/2.5# CASE	28.60	12/2.5#	23.70	12/2.5# CASE	28.41
198	PEARS, DICED,NATURAL, NO SUGAR		6/10	29.90	6/10	30.90	6/10	26.75	6/10	32.95
199	PEPPER STRIPS mixed red & green		6/10	26.95	6/10	30.88	6/10	25.85	6/10	26.14
200	PEPPER, BLACK		16 oz.	9.50	6/1#	53.60	16 OZ	4.59	12/1#	96.10
201	PEPPER, BLACK, PC		3000 ct	6.20	3000 ct	8.15	3000 CT	6.49	3000 ct	6.53
202	PICKLE SPEARS		5gals	21.50	5gals	30.70	5 GAL	21.85	5gals	23.01
203	PICKLE, DILL CHIPS B & G		4gals	16.90	4gals	23.60	4 GALS	19.95	4gals	25.28
204	PIE. COCONUT CUSTARD		6/10"	38.98	6/10"	37.50	6/10"	29.90	6/10"	32.95
205	PIE FILLING, CHERRY			n/b	6/10"	71.35	6/10"	59.95	6/10"	85.60
206	PIE. PEACH		6/10"	38.98	6/10"	39.66	6/10"	38.95	6/10"	36.36
207	PIE SHELLS, FROZEN 10"		20 ct.	27.94	20/10"	30.45	20/10"	26.85	20/10"	26.59
208	PIE, PUMPKIN			n/b	6/10"	36.70	6/10"	35.95	6/10"	30.68
209	PIES, MRS. SMITH, APPLE 10"		6/10"	42.90	6/10	33.55	6/10"	43.85	6/10	28.52
210	PINEAPPLE CHUNKS		6/10	24.90	6/11	29.88	6/10	25.40	6/11	28.41
211	PINEAPPLE SLICED		6/10	24.50	6/10	29.60	6/10	29.85	6/10	29.55
212	POPCORN, VENDING			n/b	72 CT	24.30	72 CT	12.85	72 CT	28.45
213	PORK & BEANS, (BAKED) BUSH'S OR EQUAL		6/10	22.90	6/#10	42.00	6/10	21.40	6/#10	31.02
214	PORK PATTIES,RIB-B-QUE, COOKED		100/3 oz.	66.98	100/2.6 oz	59.55	4 OZ/40 CT	28.00	100/2.6 oz	N/B

FOOD BID 2015

	DESCRIPTION	PRODUCT#	UNIT	PRICE	UNIT	PRICE	UNIT	PRICE	UNIT	PRICE
215	POTATO AU GRATIN, DRY			n/b	6/2.25#	58.97	12/20.35 OZ	39.85	6/2.25#	48.78
216	POTATO CHIPS		104/1oz	31.50	104/1oz	33.60	104/1 OZ	35.90	104/1oz	31.82
217	POTATOES, DICED		6/10	20.90	6/10	31.86	6/10	28.90	6/10	24.43
218	POTATOES, FRESH, IDAHO			n/b	100 CT	22.80	50#-#9	18.90		N/B
219	POTATOES, HASH BROWN PATTY		150 ct.	32.50	240 CT	53.70	192/2.5 OZ	39.60	240 CT	22.20
220	POTATOES, INSTANT		6/10	40.50	6/10	39.80	6/10	36.90	6/10	67.31
221	POTATO PANCAKE			n/b	288/1.3	58.44	288/1.33 OZ	55.60	288/1.3	55.11
222	POTATO SALAD		8#	9.12	8#	10.45	8#3 10#	8.80	10#	12.78
223	POTATO SKINS			n/b	4/4#	37.80	200 CT(BOATS)	38.60	17#	38.86
224	POTATOES,FRESH PEELED			n/b	MARKET			N/B		N/B
225	POTATOES, SLICED		6/10	20.49	6/10	24.66	6/10	19.20	6/10	26.88
226	POTATOES, SWEET, YAMS		6/10	26.50	6/10	29.90	6/10	26.80	6/10	30.68
227	POT ROAST W/GRAVY COOKED			n/b	3/6#	4.95#		N/B	2/16	5.57
228	PRETZEL, VENDING		88 CT	26.90	104 CT	34.65	88 CT	30.95	88 CT	26.99
229	PUDDING, BANANA		6/10	24.79	6/10	31.60	6/10	21.40	6/10	31.53
230	PUDDING, BUTTERSCOTCH		6/10	24.79	6/10	31.60	6/10	21.40	6/10	32.95
231	PUDDING, CHOCOLATE		6/10	23.89	6/10	28.70	6/10	21.40	6/10	30.13
232	PUDDING, LEMON		6/10	28.49	6/10	31.60	6/10	26.90	6/10	36.53
233	PUDDING, RICE		6/10	31.50	6/10	36.45	6/10	26.85	6/10	34.93
234	PUDDING, TAPIOCA		6/10	31.50	6/10	36.45	6/10	26.85	6/10	32.39
235	PUDDING, VANILLA		6/10	23.89	6/10	31.60	6/10	21.40	6/10	30.13
236	PUNCH			n/b	12/46oz	23.77	12/46 OZ	16.95	12/46oz	18.49
237	RAVIOLI, CANNED W/TOMATO SAUCE		6/10	33.50	6/10	45.35	6/10	37.85	6/10	44.35
238	RELISH		4/1 gal.	20.80	4/1 GAL	28.65	4/1 GAL	18.95	4/1 GAL	28.98
239	RELISH (INDIVIDUAL)		200 ct	4.50	200 ct	13.28	200 CT	6.35	200 ct	14.42
240	RICE, MEXICAN FIESTA			n/b	6/25.9	SPECIAL	6/25.9 OZ	34.90	6/25.9	N/B
241	RICE, GARDEN BLEND			n/b	6/36 oz.	54.60	6/36 OZ	54.90	6/36 oz.	63.41

FOOD BID 2015

	DESCRIPTION	PRODUCT#	UNIT	PRICE	UNIT	PRICE	UNIT	PRICE	UNIT	PRICE
242	RICE PILAF			n/b	6/36 oz.	34.15	6/36 OZ	19.85	6/2.5#	21.59
243	RICE, SPANISH			n/b	25#	N/B	6/36 OZ	46.90		N/B
244	RICE, UNCLE BEN'S (OR EQUAL)		25#	12.50	25#	14.87	25#	28.95	25#	24.72
245	RICE, WILD, LONG GRAIN		6/36 oz.	33.50	6/36 oz.	44.80	6/36 OZ	36.75	6/36 oz.	40.65
246	ROLLS, DINNER			n/b	175 1.2 OZ	24.60	120 CT	19.65	175 1.2 OZ	19.25
247	ROLLS, HAMBURGER 120 COUNT			n/b	10/12 CT	19.94	120 CT	14.85	10/12 CT	17.33
248	ROLLS, HOTDOG			n/b	12PK/12 EA/CS	16.80	12/12 CT	15.85	12PK/12 EA/CS	16.88
249	SALAD OIL		6/1 gal	31.90	6/1 gal	38.65	6/1 gal3 LG	39.00	6/1 gal	49.43
250	SALISBURY STEAK, NO GRAVY, 4 OZ.			n/b	40/4 OZ	36.55	40/4 OZ	33.90	40/4 OZ	41.48
251	SALT		24/26 OZ	10.40	24/26 OZ	11.95	24/26 OZ	10.85	24/26 OZ	15.06
252	SALT, PC		3000/cs	3.90	3000/cs	6.00	3000 CT	3.80	3000/cs	4.26
253	SAUCE, APPLE, SUGAR FREE IN JUICE		6/10	22.49	6/10	24.40	6/10	21.85	6/10	22.76
254	SAUCE, CHEESE, CAMPBELL'S OR EQUAL		6/10	30.49	6/10	49.80	6/10	29.90	6/10	36.93
255	SAUCE, DUCK		4gals	17.80	4/1 GAL	29.97	4 GAL	21.60	4/1 GAL	30.63
256	SAUCE, GENERAL TSAO			n/b	2/1gal	46.80	4-5 GAL	49.85	2/1gal	N/B
257	SAUCE, MANDARIN/ORANGE, DRESSING			n/b	4/1 GAL	69.70	GALLON	15.90	4/1 GAL	N/B
258	SAUCE, ORANGE SESAME GINGER, DRESSING			n/b	2/1 GAL	47.40	4/1 GAL	49.85	2/1 GAL	N/B
259	SAUCE, SPAGHETTI		6/10	15.89	6/10	27.06	6/10	18.95	6/10	19.94
260	SAUCE, SWEET & SOUR		6/64oz	38.90	6/64oz	47.00	6/64 OZ	47.90	6/64oz	N/B
261	SAUCE, TOMATO		6/10	16.50	6/10	22.45	6/10	16.95	6/10	19.83
262	SAUCE, WORCESTERSHIRE(1 GAL.)		4/1 gal.	11.80	1 GAL	4.78	4/1 GAL	11.85	1 GAL	19.43
263	SAUERKRAUT		6/10	23.89	6/10	27.48	6/10	23.50	6/10	26.36
264	SAUSAGE, BREAKFAST LINK		160/1 oz.	24.90	200/.8 OZ	28.60	12#	28.68	200/.8 OZ	32.95
265	SAUSAGE, ITALIAN			n/b	10# pkg.	34.90	10#	26.90	10# pkg.	30.45
266	SAUSAGE LINKS, COOKED		2--/.8 oz	24.90	200/.8 OZ	28.60	12#	28.68	200/.8 OZ	23.86
267	SAUSAGE PATTIES		10#	24.90	10#	26.35	10#	21.90	80/2 oz	23.86
268	SAUSAGE, POLISH, 10# PKGS., KIELBASA			n/b	2.5#BX	29.90	5/2#	3.69#	2.5#BX	3.51

FOOD BID 2015

	DESCRIPTION	PRODUCT#	UNIT	PRICE	UNIT	PRICE	UNIT	PRICE	UNIT	PRICE
269	SAUSAGE, SWEET TURKEY			n/b	160/1 OZ	30.70	10#	36.90	160/1 OZ	N/B
270	SEA LEG SUPREME			n/b	4/2.5#	56.57	12/2#	81.36	4/2.5#	39.77
271	SHELLS, STUFFED, MEDIUM		120/2 oz.	41.90	96/1.75 oz	22.55	60/1.7 OZ	23.85	96/2.5 oz	39.56
272	SHORT RIBS COOKED			n/b		3.34#	APP.80#/CS	7.40#		N/B
273	SHRIMP, BUTTERFLY,BREADED 16/20 LG.			n/b	4/3#	79.80		N/B	4/3#	72.42
274	SORBET, RASBERRY			n/b		N/B		N/B	?	30.97
275	SOUP BASE,CREAMED-28 OZ.			n/b	6/28 oz	43.90	6/2522 GR	45.95	6/28 oz	40.19
276	SOUP, BEEF BARLEY, CAMPBELL'S-LG. 51 OZ.			n/b	12/case	69.44	12/CS3 CS	58.75	12/case	N/B
277	SOUP, CHICKEN NOODLE , CAMPBELLS-51 OZ.		12/50 oz.	29.59	12/50 oz.	47.80	12/50 oz.3 OZ.	54.00	12/50 oz.	34.84
278	SOUP, CREAM/CELERY, CAMPBELL'S-LG 51 OZ.		12/50 oz.	30.26	12/50 oz.	47.94	12/50 oz.3 OZ.	39.85	12/50 oz.	39.20
279	SOUP, CREAM/MUSHROOM, #5 CANS		12/CS	32.89	12/CS	49.45	12/50 oz.3 OZ.	41.90	12/CS	38.51
280	SOUP, MANHATTAN CLAM CAMPBELLS 51 OZ.		12/cs	37.59	12/cs	64.15	12/5 OZ	54.00	12/cs	55.93
281	SOUP, ONION, DRY MIX		12/16 oz.	28.50	6/26 oz/cs	N/B	60/20.98 OZ	69.65	6/26 oz/cs	N/B
282	SOUP, SPLIT PEA, CAMPBELL'S-LG 51 OZ.			n/b		N/B	12/#5	46.90		N/B
283	SOUR CREAM		10#	15.50	6/5#	46.95	5#	7.75	6/5#	26.60
284	SOY SAUCE LOW SODIUM		6/1/2 gal.	41.50	6/64 oz	49.55	6/.5 GAL	39.85	6/64 oz	40.63
285	SPINACH, CHOPPED, FROZEN		12/3#	20.16	12/3#	24.80	12/3#	20.52	12/3#	1.01
286	SPRINKLES, CHOCOLATE		10#	11.90	6#	15.86	10#	18.50	6#	17.73
287	SPRINKLES, RAINBOW		10#	11.90	6#	16.45	10#	19.50	6#	16.82
288	SQUASH GREEN FROZEN		12/3	24.84	12/3#	28.77	12/3#	25.85	12/3#	28.41
289	SQUASH, YELLOW, SLICED, FROZEN		12/3	24.84	12/3#	32.56	12/2#	27.85	12/3#	34.09
290	STEW BEEF, FROZEN		10#	41.90	2/5#	55.60	10#	37.90	2/5#	4.71
291	STRINGBEANS REG. CUT		6/10	17.89	6/10# cs	22.85	6/10	19.35	6/10# cs	20.45
292	STRAWBERRIES, SLICED, FROZEN (6.5 #)			n/b	6/cs	58.78	6/6.5#	58.11	6/cs	57.95
293	STUFFING, UNCLE BEN'S (28 OZ.)			n/b	6/28 oz	39.85	6/28 OZ	29.85	6/28 oz	54.98
294	SUGAR		10/4#	21.40	10/4#	N/B	10/4#	25.60	10/4#	25.85
295	SUGAR, BROWN 1 LB. PKG.LIGHT OR DARK		24/1#	23.04	24/1#	25.80	24/1#	23.50	24/1#	27.50

FOOD BID 2015

	DESCRIPTION	PRODUCT#	UNIT	PRICE	UNIT	PRICE	UNIT	PRICE	UNIT	PRICE
296	SUGAR, IND.		2000 ct	8.90	2000 ct	14.30	2000 CT.	10.85	2000 ct	14.24
297	SUN CUP PUNCH		72/4 oz.	9.20	72/4 oz.	10.45	70/4 OZ	9.40	72/4 oz.	8.97
298	SUNCUP CRANBERRY		72/4 oz.	8.90	72/4 oz.	9.88	72/4 OZ	11.95	72/4 oz.	9.66
299	SUN CUP APPLE		72/4 oz.	9.20	72/4 oz.	10.15	72/4 OZ	9.25	72/4 oz.	10.23
300	SUN CUP PINE/ORANGE		72/4 oz.	10.20	72/4 oz.	11.80	72/4 OZ	10.60	72/4 oz.	10.80
301	SUPER CHICKEN			n/b	15#	59.60	15#	69.85	15#	N/B
302	SWEET & LOW		2000	20.50	2000 ct	21.85	2000 CT.	19.50	2000 ct	20.45
303	SWEET POTATO FRIES		6/5#	29.90	5/3#	32.65	3/5#	19.60	5/3#	29.55
304	SYRUP, PANCAKE		4/1gal	21.80	4/1gal	25.96	4/1 GAL	19.85	4/1gal	24.43
305	SYRUP, PANCAKE, S/F		12/14.5 OZ	25.98	12/2 oz	25.49	12/12 OZ	18.90	12/2 oz	24.36
306	SYRUP, SMUCKERS ASST		100	14.90	4/5#	N/B		N/B	4/5#	N/B
307	TACO, BEEF-COOKED			n/b	4/5#	N/B		N/B	4/5#	100.24
308	TART SHELLS, BURRY 3"		72 CT	22.50	72/3"	25.55	72 CT	21.85	72/3"	22.74
309	TARTAR SAUCE, PC		200 CT	4.50	200 CT	16.78	200 CT	5.65	200 CT	7.95
310	TEA, LIPTON		10/100	37.90	10/100	42.28	10/100 CT	37.65	10/100	40.51
311	TERIYAKI GLAZE		6/5#	1.90	6/64 oz	49.00	6-1/2 GAL	46.85	6/64 oz	45.43
312	TEXAS TOAST		120 ct.	28.74	120/1.4	28.35	115 CT	24.85	120/1.4	23.63
313	THYME		16 oz.	3.90	36 oz	22.89	16 OZ	4.89	36 oz	41.28
314	TOMATO PASTE		6/10	28.50	6/10	31.33	6/10	35.70	6/10	31.19
315	TOMATO PUREE		6/10	16.89	6/10	27.22	6/10	19.85	6/10	24.09
316	TORTELLONI, CHICKEN			n/b	2/3#	N/B		N/B	2/3#	30.50
317	TORTELLONI, SPINACH			n/b	424 1.25 OZ	N/B		N/B	424 1.25 OZ	48.86
318	TURNIP GREENS, FROZEN, CHOPPED			n/b	12/3#	38.20	12/3#	29.16	12/3#	N/B
319	TURNIPS, FROZEN ,DICED			n/b	12/2#	20.80	12/2#	16.33	12/2#	N/B
320	VANILLA FLAVORING (IMITATION)		4/1 gal.	4.90	6/32 oz	28.40	GAL	3.95	6/32 oz	18.18
321	VEAL PATTIES		40/4oz case	38.94	40/4oz case	43.58	10#	33.00	40/4oz case	34.60
322	VEGETABLE OIL		6/1 gal.	31.90	6/1 gal	38.55	4/1 GAL	41.75	6/1 gal	43.75

FOOD BID 2015

	DESCRIPTION	PRODUCT#	UNIT	PRICE	UNIT	PRICE	UNIT	PRICE	UNIT	PRICE
323	VEGETABLES, MIXED		6/10	22.90	12/2.5	25.54	6/10	21.85	12/2.5	31.82
324	VEGETABLE, ITALIAN BLEND, FROZEN		12/2	17.76	12/2#	22.60	12/2.5#	21.30	12/2#	29.98
325	VEGETABLE, NORMANDY BLEND,FROZEN			n/b	12/2#	21.35	12/2#	16.08	12/2#	22.73
326	VEGETABLE, SCANDINAVIAN BLEND,FROZEN			n/b	12/2#	23.64	12/2#	26.85	12/2#	25.64
327	VINEGAR, WHITE		GALLON	2.50	4/1 gal	7.96	4/1 GAL	6.90	4/1 gal	6.82
328	WAFFLE, EGGO		144	11.90	144 ct	18.45	120 CT	22.85	144 ct	10.95
329	WATER, SPARKLING			n/b	12/33 oz	24.70		N/B	12/33 oz	16.17
330	WHIPPED CREAM,EVERFRESH (15 OZ.)		12/15	19.50	12/14 oz	28.57	12/15 OZ	28.90	12/14 oz	26.60
331	WHIPPED TOPPING, EVERY READY - 32 OZ.			n/b	12/32 OZ	34.20	12/32 OZ	56.75	12/32 OZ	53.58
332	YOGURT, ALL LOW FAT, FLAVORS		48/4oz	12.50	12/8 oz	9.37	12/6 OZ	7.65	12/8 oz	N/B
333	ZUCCHINI STICKS		6/4#	45.36	?	43.86	4/3#	21.85	40/3.5#	35.86
334	ZUCCHINI & TOMATOES		6/10	32.98	6/10	36.00	6/10	35.85	6/10	N/B
335	ZUCCHINI, SLICED, FROZEN		12/3#	24.84	12/3#	28.60	12/3#	25.85	12/3#	28.41

FOOD BID 2015

	SCHRIER				LANDMARK		MIVILA		DICARLO	
	DESCRIPTION	PRODUCT#	UNIT	PRICE	UNIT	PRICE	UNIT	PRICE	UNIT	PRICE
1	ALFREDO SAUCE	404061	4/3#	41.90	2/32 OZ.	N/B	8/14 oz	36.85	2/32 OZ.	20.75
2	APPLE CIDER	430126	8/64 oz	15.90	4/GAL/CS	24.85	6 gal	25.85	4/GAL/CS	25.00
3	APPLES, FRESH(MAC)	00254	120 ct.	28.00	120 ct.	25.65	120-140	43.85	120 ct.	N/B
4	APPLES, SLICED, CANNED	21058	6/10	25.90	6/10	27.55	6/10	28.95	6/10	44.49
5	APRICOT HALVES	11026	6/10	31.50	6/10	36.45	6/10	37.95	6/10	39.77
6	ASPARAGUS SPEARS, FROZEN	910100	6/2.5 # cs	27.40	6/2.5 # cs	51.00	6/2.5#	26.85	6/2.5 # cs	45.45
7	ASST. HORS DOUVRES	15220		N/B	100PK	32.60	100	42.00	100PK	42.33
8	BBQ SAUCE, CANNONBALL ONLY	710260	4/1GAL	49.95	4/1GAL	31.25	4/1 GAL	23.75	4/1GAL	44.00
9	BAY LEAF	51064	16 oz.	3.80	7 oz	11.70	16 OZ	4.35	16 oz.	28.45
10	BASIL	7772027	16 oz.	3.80	20 OZ	9.60	24 OZ	4.50	20 OZ	34.09
11	BEANS, FRENCH CUT, FROZEN	98082	12/2#	19.68	12/2#	23.85	12/2.5#	24.90	12/2#	25.34
12	BEANS, GARBANZO	830124	6/10	20.69	6/10	26.85	6/10	18.90	6/10	22.61
13	BEANS, ITALIAN, FROZEN (12-1/2 LB. PKG.)	910123	12/case/2#	19.68	12/case/2#	21.75	12/2#	19.20	12/case/2#	21.02
14	BEANS, LIMA, FROZEN (2.5 OZ/PKG.)	98050	12/2	31.80	12/case/2.5 #	39.55	12/2.5#	33.60	12/case/2.5 #	43.18
15	BEANS, STRING, REG. CUT, FROZ.	910117	12/2#	15.60	12/2#	18.60	12/2.5#	19.50	12/2#	19.34
16	BEANS, THREE BEAN SALAD	830506	6/10	29.20	6/10#	32.80	6/10	26.60	6/10#	33.47
17	BEANS, WAXED, FROZEN	09590	12/2#	19.92	20#	16.60	12/2.5#	23.70	12/2#	26.14
18	BEANS, WAXED	57410	6/10	19.50	6/10	25.60	6/10	19.85	6/10	N/B
19	BEETS, SLICED	57610	6/10	17.90	6/10	22.80	6/10	19.85	6/10	24.09
20	BISCUITS, OVEN READY	92802	120/2 oz.	16.50	175/1oz	29.80	120/1 OZ	17.95	120 ct.	32.83
21	BOW TIE NOODLES	34040	20#	20.20	12/1#	19.75	20/1#	19.95	12/1#	17.61
22	BREAD, WHOLE WHEAT, LOAVES	17710	10/24 oz.	29.95	10/24OZ	15.80	1.5# EA.	2.89	10/24OZ	24.68
23	BREADCRUMBS	632711	4/5#	20.50	6/5# italien	23.15	6/5#	16.20	6/5#	25.00
24	BREADSTICKS, FRENCH	330910	180 ct.	34.90	180 ct.	N/B	180/1.5 OZ	39.85	180 ct.	32.39
25	BROCCOLI SPEARS, FROZEN	910103	12/2	17.76	12/2#	18.95	12/2#	17.28	12/2#	19.89
26	BROCCOLI, CHOPPED, FROZEN 2.5 LB. PKGS.	98020	12/2.5	19.50	12/2.5	23.00	12/3#	24.48	12/2.5	23.57
27	BROCOLLI FLORETS	Shrier: 98016 Mivila: 910203	12/2#	16.56	12/2#	20.60	12/2#	16.56	12/2#	16.68

FOOD BID 2015

	SCHRIER			LANDMARK	MIVILA		DICARLO			
	DESCRIPTION	PRODUCT#	UNIT	PRICE	UNIT	PRICE	UNIT	PRICE	UNIT	PRICE
28	BRUSSELS SPROUTS, FROZEN	98030	12/2#	14.40	12/2#	19.70	12/2.5#	21.00	12/2#	20.45
29	BUTTER PATTIES (individual)	12230	17#	47.95	47ct	N/B	17#	66.13	59ct	43.62
30	CABBAGE, RED	57690	6/10	31.90	6/10	35.45	6/10	34.50	6/10	N/B
31	CABBAGE, SHREDDED (cole slaw mix)	05188	4/5#	N/B	4/5#	24.80	4/5#	34.00	4/5#	N/B
32	CAKE, BROWNIE, SHEET, FROZEN	880438	2 trays 6#	35.90	4/80 oz.	74.17	4/80 OZ	69.85	3/84	55.57
33	CAKE, CARROT, SHEET, FROZEN	341023	4/96 oz	74.90	4/96 oz	76.85	4/96 OZ	74.90	4/96 oz	56.82
34	CAKE, CHEESE	NO AWARD	1-10"	15.50	sheet w/crust,2ct	44.75	2/14 SLICE	36.90	2/14	28.65
35	CAKE, CRUMB, SHEET, FROZEN	17360		N/B	1 CT	18.25	96 CT	37.75	1 CT	38.51
36	CAKE, POUND	880423	12/16 oz.	53.50	1 CT	12.45	12/16 OZ	49.75	1 CT	52.23
37	CAKE, POUND INDIVIDUAL	358630	24 ct	12.50	24 ct	13.97	24 CT	12.95	24 ct	12.17
38	CAKE, RASPBERRY, SHEET, FROZEN	17362		N/B	1 sheet	18.55		N/B	1 sheet	N/B
39	CANNOLI CREAM BAGS W/CHIPS	030158	6#	24.90	4/2#	N/B	12/1.5#	58.00	4/2#	30.59
40	CANNOLI SHELLS, SMALL	344402	120 ct.	30.90	10/12 ct	N/B	48 CT	20.90	10/12 ct	25.50
41	CARROTS, BELGIAN	31803		N/B	6/10	28.45	6/10	32.95	6/10	24.43
42	CARROTS, DICED, FROZEN (2.5 LB. PKG.)	910114	12/cs/2#	11.76	12/cs/2#	13.89	12/2.5#	15.00	12/cs/2#	16.07
43	CAULIFLOWER, FROZEN, (2 LB. PKGS.)	910208	12/2	17.76	12/2#	19.77	12/2#	16.56	12/2#	19.09
44	CEREAL, CORN FLAKES (individual)	12680	84 ct.	18.29	96 CT.	26.41	96 CT	23.90	96 CT.	24.45
45	CEREAL, CREAM OF WHEAT	13604	12/28	20.50	12/28OZ	25.49	12/28 OZ	39.85	12/28OZ	23.52
46	CEREAL, RAISIN BRAN (individual kellogs bowl)	11022	96 ct	34.50	96 ct	26.41	96 CT	23.90	96 ct	30.16
47	CEREAL, SPECIAL K	110113	70 ct	34.50	70 ct	38.55	70 CT	33.85	70 ct	36.23
48	CEREAL, TOASTED OATS (individual)	12686	84 ct.	18.29	96 ct	26.41	96 CT	35.95	96 ct	23.77
49	CHEESE, AMERICAN LOAF (5 LB.)	18264	4/5#	37.90	6/5#	76.70	4/5#	41.80	6/5#	40.81
50	CHEESE,CHEDDAR, SHREDDED	14290	4/5#	48.00	4/5#	71.80	4/5#	63.80	4/5#	43.72
51	CHEESE, COTTAGE	11948	4/5#	30.90	6/5#	49.70	5#	7.95	6/5#	37.50
52	CHEESE, MOZZARELLA. SHREDDED	14282	4/5#	48.00	4/5#	48.85	4/5#	63.80	4/5#	44.77
53	CHEESE, PARMESAN, IMPORTED	88254	4/5#	44.00	4/5#	88.35	4/5#	69.80	4/5#	64.65
54	CHEESE, PARMESAN, PC	88256	200 ct	13.90	200 ct	25.80	200 CT	15.85	200 ct	N/B

FOOD BID 2015

	SCHRIER				LANDMARK		MIVILA		DICARLO	
	DESCRIPTION	PRODUCT#	UNIT	PRICE	UNIT	PRICE	UNIT	PRICE	UNIT	PRICE
55	CHEESE, SWISS (4" x 4")	191503	per lb.	3.49	8#	3.74 lb	APP 7# EA	3.39#	8#	3.92
56	CHERRIES, NO PITS, NO STEMS	21211	GAL.	12.50	GAL.	13.67	GAL	13.25	4/1gal	53.81
57	CHERRY PIE FILLING	1670	6#10	58.90	6#10	69.80	6/10	59.85	6#10	85.60
58	CHICKEN BROTH	750545	12/48	24.50	12/46OZ	27.60	12/46 OZ	19.70	12/46OZ	25.00
59	CHICKEN CUTLET #0944	125145	40/4 oz.	38.74	40/4oz case	37.55	40/4 OZ	43.85	40/4oz case	35.11
60	CHICKEN CUTLETS, ITALIAN	125150		N/B	34/4.7	43.45		N/B	34/4.7	40.31
61	CHICKEN, DICED	96216	10#	34.90	10#	39.88	10#	35.90	10#	38.83
62	CHICKEN, GRILLED	971275	53/3 oz	46.80	2/5#	45.35	60/3 OZ	26.89	2/5#	47.34
63	CHICKEN NUGGETS	971117	10#	22.90	4/5#	40.60	20#	33.60	2/5#	19.20
64	CHICKEN TENDERS, BRANDYWINE	29802	10#	30.90	2/5#	26.45	10#	31.95	2/5#	N/B
65	CHICKEN, WHOLE, FRESH CUT 1/4'S, FRESH	96204	14/3#	1.39#		N/B	70#/CS APP	1.98#	60/8.27 OZ	60.98
66	CHILI	35072	6/10	49.50	12/5	69.70	6/10	64.75	12/52 OZ	69.32
67	CHOCOLATE TOPPING	29018	4/1gal	29.98	4/1gal	33.80	GAL	11.85	4/1gal	39.20
68	CINNAMON	772044	16 oz.	3.20	16 oz.	5.87	16 OZ	2.75	12/16 OZ	40.91
69	POLLACK, POTATO CRUST	09200	46/3.6 oz.	39.90	10#(HADDOCK)	28.87	40/4 OZ	29.00	44/3.6 OZ	36.56
70	COFFEE, SANKA, (IND)(5 PKGS./100)	63044	5/100	53.50	1000 CT	89.90	5/100 CT	51.90		63.43
71	COLLARD GREENS, FROZEN (3 LB. PKGS.)	Shrier: 98154 Mivila: 910104	12/3#	23.04	12/3#	35.89	12/3#	23.04	12/3#	31.25
72	COOKIES, CHOCOLATE CHIP	170317		N/B	100/2PK	26.70	10# BULK	21.90	100/2PK	23.30
73	COOKIES, LORNE DOONES	9920	120/4OZ	36.50	120/4ct	40.45	120/4 CT	36.90	120/4OZ	37.50
74	COOKIES, OATMEAL	10242	10#	18.50	100/2CT	23.20	10#	19.85	100/2CT	19.52
75	COOKIES, SUGAR 10# BULK	10244	10#	18.50	10#	21.67	10#	19.75	10#	22.70
76	COOKIES, SUGAR FREE VARIETY	67192		N/B	5#	29.84		N/B	5#	N/B
77	COOKIE, OREO, 4-PACK	482380	120 ct.	41.90	120/4PK	44.97	120/4 PK	37.90	120 ct.	33.02
78	CORN, COBETTES 96 PK.	98064	96 ct.	12.69	96 ct.	14.97	96 CT	12.95	96 ct.	21.31
79	CORN, WHOLE KERNEL	57902	6/10	20.50	6/10	25.70	6/10	20.85	6/10	23.89
80	CORN STARCH	1094	24/1#	17.95	24/1#	21.55	24/1#	18.60	24/1#	19.89
81	CRAB CAKES-MRS. FRIDAYS	950505	10#	49.90	53/3OZ	39.88	53/3 OZ	34.90	53/3OZ	51.24

FOOD BID 2015

	SCHRIER			LANDMARK	MIVILA		DICARLO			
	DESCRIPTION	PRODUCT#	UNIT	PRICE	UNIT	PRICE	UNIT	PRICE	UNIT	PRICE
82	CRACKERS, OYSTERETTE TYPE	480205	150 ct.	16.50	150/5OZ	14.70	150 CT	13.90	150/5OZ	13.52
83	CRACKERS, PREMIUM UNSALTED	170322		N/B	300/2 ct.	16.20	300/2 CT	14.25	300/2 ct.	15.34
84	CRANBERRY SAUCE, OCEAN SPRAY (JELLIED)	21320	6/10	34.50	6/10	44.29	6/10	38.25	6/10	38.64
85	CREAM CHEESE, PC	88144	100/1oz	15.50	100 CT	26.35	100/1 OZ	16.90	100 CT	19.08
86	CREAM CHEESE , soft	06970		N/B	4/5#	38.66		N/B	4/5#	N/B
87	CREAM PUFFS, choocolate iced	880342		N/B		N/B	12/7.98 OZ	38.90		43.30
88	CROISSANTS	92762	144/2.2 oz.	41.50	128/1OZ	59.77	48/2 OZ	24.60	128/1OZ	37.50
89	CROUTONS	170699	10#	17.90	4/2.5 #	24.55	4/2.25 #	15.99	4/2.5 #	21.02
90	DANISH, ASSTD. FROZEN, WRAPPED	880404	24 ct.	19.78	24CT	20.97	24 CT	19.60	24CT	22.18
91	DRESSING, COLESLAW (GAL. JARS)	280104		N/B	4/1GAL	49.67	4/1 GAL	51.60	4/LG	48.86
92	DRESSING, FRENCH, PC	611123	60/1.5 oz	15.50	60/1.5 oz	15.30	60/1.5 OZ	13.40	60/1.5 oz	14.25
93	DRESSING, ITALIAN (4 GAL. JARS)	33030	4/1	18.80	4/1GAL	45.60	4/1 GAL	18.95	4/1GAL	41.06
94	DRESSING, ITALIAN, CREAMY, PC	611015	60/1.5	13.90	60/1.5 OZ	15.20	60/1.5 OZ	12.60	60/1.5 OZ	13.56
95	DRESSING, RANCH, F/F, PC	611136	60/1.5	14.50	60/1.5 OZ	16.45	60/1.5 OZ	14.25	60/1.5 OZ	14.49
96	DRESSING, THOUSAND ISLAND	33020	4/1 gal	30.80	4/1 gal	46.70	4/1 GAL	37.85	4/1 gal	38.64
97	ECLAIRS, MINI CHOC ICED FROZEN	340520		N/B		N/B	48/2 OZ	38.85	288/6oz	70.57
98	EGGPLANT ROLETTE	34850		N/B	60/3.5 OZ	29.80	36/3.5 OZ	32.85	9/4 CT	27.62
99	EGG PRODUCT, FROZEN (5 LB. CONTAINERS)	88304	6/5#	38.90	6/5#	45.60	6/5#	48.90	12/2#	39.55
100	FILLING, BLUEBERRY	1648	6/10	54.90	6/10	65.80	6/10	71.85	6/10	78.41
101	FISH BREWERS CHOICE	267663		N/B	40/4oz case	64.88		N/B	40/4 OZ CS	59.09
102	FISH,HEALTHY CHOICE	09152		N/B	40/4 OZ	49.97		N/B		N/B
103	FISH CAKES	93106	10#	15.90	80/2 OZ	23.75	10#-53/3OZ	21.85	10#	20.45
104	FISH IN A MINUTE-BATTER DIPPED POLLACK	950577		N/B	53/3 oz	37.94	10#	29.90	2 OZ	39.77
105	FISH, OCEAN PERCH BATTERED	NO BIDS		N/B		N/B		N/B		N/B
106	FISH, POTATO CRUSTED POLLACK	950585		N/B	10# COD	65.87	40/4 OZ	29.00	44/3.6 OZ	36.56
107	FISH SOLE SCALLOP & CRAB STUFFED	950343		N/B	32/5 oz	64.80	32/5OZ	58.90	32/5 oz	59.09
108	FISH, TUNA, LARGE CAN (66-1/2 OZ.)WHITE	18570	6/66.5 oz	71.90	6/66.5 oz	84.50	6/66.5 OZ.	41.50	6/66.5 oz	73.86

FOOD BID 2015

	SCHRIER				LANDMARK		MIVILA		DICARLO	
	DESCRIPTION	PRODUCT#	UNIT	PRICE	UNIT	PRICE	UNIT	PRICE	UNIT	PRICE
109	FLOUR	90275	25#	8.50	2/25#	22.70	2/25#	17.80	2/25#	16.52
110	FRENCH FRIES, OVEN READY	890109	6/5#	24.90	6/5#	23.60	6/5#	17.65	6/5#	28.81
111	FRENCH TOAST	92562	144ct	18.50	144 ct	34.97	72/2.38 OZ	26.85	144 ct	26.14
112	FRENCH TOAST STICKS	880506	175ct	21.29	180 ct/10#	24.65	10#	16.20	180 ct.	17.61
113	FRUIT COCKTAIL	370905	6/10	32.50	6/10	34.68	6/10	30.95	6/10	36.36
114	FRUIT BOWL, ASST.	51244		N/B		N/B	36/4 OZ	21.45	36/4 OZ	20.38
115	FRUIT SALAD MEDLEY	07272	8#	17.44	2 GAL	29.87	1 GAL	23.85	2 GAL	N/B
116	FRUIT SALAD, TROPICAL	370910	6/10	29.90	6/10	37.66	6/10	28.20	6/10	30.68
117	GARLIC POWDER	772082	16 oz.	3.20	19 OZ	7.77	16 OZ	2.40	12/16	43.81
118	GRAHAM CRACKERS	170312	200/2 ct.	21.90	200/2 ct.	20.60	200/2 CT	17.90	200/2 ct.	23.86
119	GRAHAM CRACKER CRUMBS	030116	10#	24.40	10#	27.20	10#	19.60	10#	21.03
120	GRAVY MASTER 12 QT/CS	62000	12/qts.	126.00	12 QT	83.45	12 QT/CS	109.00	12 QT	114.00
121	GRAVY, BEEF, CAMPBELL'S	390113	12/51	31.50	12/5#	31.45	12/#5	28.90	12/50	38.32
122	GRAVY, CHICKEN , CAMPBELL'S	390109	12/51	36.90	12/#5	39.78	12/#5	29.85	12/51oz	36.41
123	GRAVY, TURKEY	390118	12/51	39.50	12/50 oz.	41.80	12/#5	30.95	12/60 OZ	38.86
124	HAM, DELI, LOW SODIUM	14416	2/13#	2.89	2/13#	72.45	2/13# CS (APP)	2.99#	2/13#	3.49
125	HAM, VIRGINIA	110055	2/13#	3.69	2/10#	3.56#	26#/CS APP	3.79#	2/14-16#	3.37#
126	HASH, CORNED BEEF	066010	6/10	65.50	6/10	80.88	6/10	59.90	6/10	70.32
127	HERO ROLLS, 3X7	205867	72 ct.	39.95	7/3.25	35.48		N/B	7/3.25	22.73
128	HOT DOGS, ALL BEEF,SABRETT 10# 8 to 1	970714	30#	139.95	10#	44.15	10#	36.90	10#	41.48
129	ICE CREAM CUP, CHOCOLATE	93006	96/4 oz.	22.05	48/ 4oz	N/B	24/4OZ	10.85	48/ 4oz	16.48
130	ICE CREAM CUP,STRAWBERRY	93004	96/4 oz.	22.05	48/ 4oz	N/B	24/4OZ	10.85	48/ 4oz	16.20
131	ICE CREAM CUP, VANILLA	93008	96/4 oz.	22.05	48/ 4oz	N/B	24/4OZ	10.85	48/ 4oz	16.20
132	ICE CREAM CUP, VANILLA FAT FREE	93018	24/4	6.75	48/4oz	N/B	24/4OZ	10.85	48/4oz	22.10
133	JELL-O, CITRUS	24036	12/cs	22.90	12/24 OZ	33.70	12/24 OZ	23.85	12/24 OZ	31.31
134	JELL-O, RED 24 OZ.	24040	12/cs	22.90	12/24 OZ	33.70	12/24 OZ	24.85	12/24 OZ	31.31
135	JELLY, MINT	410105		N/B	6/4#	36.57	6/4#	29.34	6/4#	43.14

FOOD BID 2015

	SCHRIER				LANDMARK		MIVILA		DICARLO	
	DESCRIPTION	PRODUCT#	UNIT	PRICE	UNIT	PRICE	UNIT	PRICE	UNIT	PRICE
136	JELLY, GRAPE, PC	610082	200 ct.	7.50	200/.5 OZ	14.97	200/.5 OZ	5.15	200/.5 OZ	11.75
137	JUICE, APPLE	930339	48/5.5 oz.	21.10	48/5.5	24.00	48/6 OZ	9.18	48/5.5	21.74
138	JUICE, APPLE RASPBERRY, S/F, MACHINE	#9-10017		N/B	5 LTR	36.75	5L/CS	32.95	5 LTR	N/B
139	JUICE, CRANBERRY	93084	72/4OZ	8.90	72/4OZ	10.45	72/4 OZ	11.95	72/4OZ	9.66
140	JUICE, GRAPE, SUGAR FREE,machine	050254		N/B	12/45OZ	N/B	3 GAL	69.85	12/45OZ	N/B
141	JUICE, LEMONADE, CUPS	930333	72/4 oz.	9.50	48/6OZ	8.40	48/6 OZ	8.30	48/6OZ	8.81
142	JUICE, ORANGE	430113	12/46 oz.	25.80	12/46 OZ	25.03	12/46 OZ	19.85	12/46 OZ	29.17
143	JUICE, ORANGE, MACHINE	#9-10010		N/B	5 LTS	58.50	5 LITRE	37.95	5 LTS	N/B
144	JUICE, ORANGE -FROZEN (4 OZ)	93082	72/4	10.20	72/4 oz.	11.60	72/4 OZ	10.95	72/4 oz.	11.76
145	JUICE, PINEAPPLE 46 OZ.	430109	12/46 oz.	21.50	12/46 OZ	24.26	12/46 OZ	20.95	12/46 OZ	23.98
146	JUICE, PINEAPPLE/ORANGE, CUPS	92970	72/4oz	10.20	72/4oz	12.20	72/4 OZ	10.60	72/4oz	10.80
147	KALE, FROZEN 12/3#	910111		N/B	12/3#	36.45	12/3#	31.32	12/3#	32.10
148	KETCHUP, IND. HEINZ OR EQUAL	470510	1000	15.90	6/10	24.97	1000 CT	19.85	6/10	15.34
149	KETCHUP, HEINZ (OR EQUAL)	20600	6/10	28.50	6/10	24.97	6/10	20.85	6/10	20.08
150	KIDNEY BEANS (6 LB. CANS)	830151	6/10	23.50	6/10	29.76	6/10	21.85	6/10	26.02
151	KRABBY CAKES	950505	6/2.5	3.99	LBS.	N/B	53/3 OZ	34.90	6/2.5#	58.65
152	LASAGNA ROLL UPS	34850	60 ct.	25.90	60/3.5	24.80	60/3.5 OZ	38.95	60/3.5	N/B
153	MACARONI SALAD	650711	8#	9.12	8#	10.80	30#	33.00	8#	12.78
154	MANICOTTI, CELENTANO 60/2.7 oz	34852	60/2.5 oz.	24.50	60/2.75 OZ	21.24	60/2.7 OZ	24.00	60/2.67 OZ	28.32
155	MARGARINE, BLOCK	88244	30/1#	20.40	30/1#	24.80	30/1#	21.00	30/1#	24.09
156	MAYONNAISE, (IND.) HELLMANS/EQUAL	610517	204 ct.	23.50	210 CT	26.60	210 CT	21.85	204/3/8 OZ	23.56
157	MAYONNAISE, HELLMANN'S	670101	4/1#	59.80	4/1 GAL	61.50	4/1 GAL	56.70	4/1 GAL	60.65
158	MEATBALLS,ITALIAN, COOKED 2OZ	144153	10#	24.90	10#/2 OZ	29.88	10#/3oz special	27.90	10#/2 OZ	26.70
159	MEATBALLS, PLAIN	96008	10#/1/2 oz.	15.90	10#/1 OZ	29.88	10# beef/chicken	19.80	10#/1 OZ	N/B
160	MEATBALLS, MAMA, ITALIAN 2 OZ	96046	10#	24.90	10#/2 OZ	29.88	10#/3oz special	27.90	10#/2 OZ	N/B
161	MEATBALLS, SWEDISH	961011		N/B	10#	36.70	10#/ 1/2 oz beef	27.90	10#/in gravy	34.09
162	MILK, EVAPORATED	28302	24/12 OZ	20.50	48/12 OZ	63.76	24/12 OZ	24.00	48/12 OZ	31.02

FOOD BID 2015

	SCHRIER				LANDMARK		MIVILA		DICARLO	
	DESCRIPTION	PRODUCT#	UNIT	PRICE	UNIT	PRICE	UNIT	PRICE	UNIT	PRICE
163	MUFFINS, BLUEBERRY	333308	72/2	18.50	12/6 OZ	12.50	24/4 OZ frozen	19.40	12/6 OZ	10.99
164	MUFFINS, BANANA, with nuts	333304	72/2	18.50	12/6 OZ	12.50	24/4 OZ frozen	19.40	12/6 OZ/nuts	10.55
165	MUFFINS, CHOCOLATE CHIP	333306		N/B	12/6 OZ	12.50	24/4 OZ frozen	19.40	12/6 OZ	10.63
166	MUSHROOMS, CANNED	58080	6/10	34.90	6/10	40.00	6/10	37.75	6/10	40.28
167	MUSTARD, GULDEN'S	671107		N/B	4gal/cs	31.60	4 GAL/CS	24.85	4gal/cs	29.55
168	MUSTARD, GULDEN'S, PC	610312	500 ct.	20.50	500	18.70	500 CT	16.75	500	19.91
169	MUSTARD, HONEY, PC	611020	60/1.5	15.90	60/1.5 OZ	15.80	60/1.5 OZ/dijon honey	13.15	60/1.5 OZ	19.32
170	NUTMEG	772093	16 oz.	12.50	16 oz.	19.85	16 OZ	10.35	12/16 OZ	242.24
171	OATMEAL, INSTANT, PC	13702	48/1 oz.	9.50	64 CT	19.18	64/CS	15.60	64 CT	10.90
172	OKRA, CUT, FROZEN	910150		N/B	12/2#	24.70	12/2#	19.20	12/2#	22.73
173	OLIVES, BLACK	590506	6/10	35.50	6/10	34.50	6/10 pitted	26.85	6/10	62.50
174	OLIVES, GREEN	7544	4/1 gal.	39.50	1 GAL	11.29	GAL	10.85	1 GAL	61.36
175	OMLETTES, PLAIN	146715	84/3 OZ	28.50	144/2 OZ	59.85	84/3 OZ	39.85	144/2 OZ	36.36
176	ONION POWDER	772097	16 oz.	2.90	20 OZ	6.65	16 OZ	2.60	12/19 OZ	52.26
177	ONIONS, PEARL, FROZEN	910228		N/B	12/2#	32.40	12/2#	28.56	12 CT	39.89
178	ORANGES, MANDARIN, CUPS, 4 OZ.	40290		N/B	36/4 OZ	21.94	36/4 OZ	22.95		N/B
179	OREGANO	51396	16 oz.	3.20	24 OZ	18.85	16 OZ	3.80	4/32 OZ	30.12
180	PAM SPRAY	030138	6/17 oz.	15.90	6/16.5	19.66	6/17 OZ	13.90	6/16.5	17.33
181	PANCAKE, DOWNYFLAKE, OR EQUAL	92548	144 ct.	10.90	144 ct	24.25	144 CT	14.95	144 ct	20.45
182	PAPRIKA	772508	16oz.	3.40	16 oz.	6.86	16 OZ	2.65	12/18 OZ	57.95
183	PARSLEY, FLAKES	772511	8 oz.	4.40	10 OZ	9.97	12 OZ	4.80	4/24 OZ	51.82
184	PASTA, EGG NOODLES	34156	10#	10.50	2/5#	16.97	10#	14.50	2/5#	16.48
185	PASTA, ELBOW MACARONI	34094	20# box	12.80	2/10#	18.45	20/1#	14.90	2/10#	15.34
186	PASTA, PENNE	34188	20#	12.80	2/10#	21.60	20/1#	14.50	2/10#	15.34
187	PASTA, ROTINI	34270	20#box	12.80	2/10#	26.20	2/10#	24.85	2/10#	15.91
188	PASTA, SPAGHETTI	34222	20 lb box	12.80	2/10#	18.65	20/1#	14.90	2/10#	15.34
189	PASTA, SHELLS, MEDIUM	34220	20 lb box	12.80	2/10#	25.85	20/1#	14.90	2/10#	14.77

FOOD BID 2015

	SCHRIER				LANDMARK		MIVILA		DICARLO	
	DESCRIPTION	PRODUCT#	UNIT	PRICE	UNIT	PRICE	UNIT	PRICE	UNIT	PRICE
190	PASTA, TRI-COLOR MACARONI	34264	20#box	10.90	2/10#	32.80	2/10#	26.85	2/10#	14.77
191	PASTA, ZITI	34282	20# box	12.80	2/10#	25.97	20/1#	14.90	2/10#	15.34
192	PASTRY DOUGH SQUARES 5X5	345100		N/B	120/2oz	41.55	120/2 OZ	40.05	120/2oz	39.20
193	PEACHES, SLICED,NATURAL,NO SUGAR	930112	6/10	28.50	6/10	34.55	10#(FROZEN)	24.90	6/10	35.80
194	PEANUT BUTTER	23302	6/5#	34.50	6/5#	43.83	6/5#	43.85	6/5#	51.14
195	PEAR HALVES,NATURAL, NO SUGAR	371291	6/10	30.90	6/10	34.68	6/10	30.85	6/10	36.36
196	PEAS & CARROTS, FROZEN	Schrier: 9810 Mivila: 910135	12/2.5# case	20.70	12/2.5	23.87	12/2.5#	20.70	12/2.5	27.61
197	PEAS, FROZEN	98098	12/2.5# CASE	22.50	12/2.5# CASE	28.60	12/2.5#	23.70	12/2.5# CASE	28.41
198	PEARS, DICED,NATURAL, NO SUGAR	371253	6/10	29.90	6/10	30.90	6/10	26.75	6/10	32.95
199	PEPPER STRIPS mixed red & green	530309	6/10	26.95	6/10	30.88	6/10	25.85	6/10	26.14
200	PEPPER, BLACK	772518	16 oz.	9.50	6/1#	53.60	16 OZ	4.59	12/1#	96.10
201	PEPPER, BLACK, PC	51486	3000 ct	6.20	3000 ct	8.15	3000 CT	6.49	3000 ct	6.53
202	PICKLE SPEARS	7394	5gals	21.50	5gals	30.70	5 GAL	21.85	5gals	23.01
203	PICKLE, DILL CHIPS B & G	7254	4gals	16.90	4gals	23.60	4 GALS	19.95	4gals	25.28
204	PIE. COCONUT CUSTARD	880458	6/10"	38.98	6/10"	37.50	6/10"	29.90	6/10"	32.95
205	PIE FILLING, CHERRY	031339		N/B	6/10"	71.35	6/10"	59.95	6/10"	85.60
206	PIE. PEACH	340352	6/10"	38.98	6/10"	39.66	6/10"	38.95	6/10"	36.36
207	PIE SHELLS, FROZEN 10"	340552	20 ct.	27.94	20/10"	30.45	20/10"	26.85	20/10"	26.59
208	PIE, PUMPKIN	340412		N/B	6/10"	36.70	6/10"	35.95	6/10"	30.68
209	PIES, MRS. SMITH, APPLE 10"	340052	6/10"	42.90	6/10	33.55	6/10"	43.85	6/10	28.52
210	PINEAPPLE CHUNKS	21800	6/10	24.90	6/11	29.88	6/10	25.40	6/11	28.41
211	PINEAPPLE SLICED	21850	6/10	24.50	6/10	29.60	6/10	29.85	6/10	29.55
212	POPCORN, VENDING	050590		N/B	72 CT	24.30	72 CT	12.85	72 CT	28.45
213	PORK & BEANS, (BAKED) BUSH'S OR EQUAL	830190	6/10	22.90	6/#10	42.00	6/10	21.40	6/#10	31.02
214	PORK PATTIES,RIB-B-QUE, COOKED	93919	100/3 oz.	66.98	100/2.6 oz	59.55	4 OZ/40 CT	28.00	100/2.6 oz	N/B
215	POTATO AU GRATIN, DRY	890307		N/B	6/2.25#	58.97	12/20.35 OZ	39.85	6/2.25#	48.78
216	POTATO CHIPS	4168	104/1oz	31.50	104/1oz	33.60	104/1 OZ	35.90	104/1oz	31.82

FOOD BID 2015

	SCHRIER				LANDMARK		MIVILA		DICARLO	
	DESCRIPTION	PRODUCT#	UNIT	PRICE	UNIT	PRICE	UNIT	PRICE	UNIT	PRICE
217	POTATOES, DICED	58590	6/10	20.90	6/10	31.86	6/10	28.90	6/10	24.43
218	POTATOES, FRESH, IDAHO	#9		N/B	100 CT	22.80	50#-#9	18.90		N/B
219	POTATOES, HASH BROWN PATTY	42971	150 ct.	32.50	240 CT	53.70	192/2.5 OZ	39.60	240 CT	22.20
220	POTATOES, INSTANT	830182	6/10	40.50	6/10	39.80	6/10	36.90	6/10	67.31
221	POTATO PANCAKE	44162		N/B	288/1.3	58.44	288/1.33 OZ	55.60	288/1.3	55.11
222	POTATO SALAD	650731	8#	9.12	8#	10.45	8#	8.80	10#	12.78
223	POTATO SKINS	42836		N/B	4/4#	37.80	200 CT(BOATS)	38.60	17#	38.86
224	POTATOES,FRESH PEELED	MARKET		N/B	30lb market	29.50		N/B		N/B
225	POTATOES, SLICED	830175	6/10	20.49	6/10	24.66	6/10	19.20	6/10	26.88
226	POTATOES, SWEET, YAMS	58610	6/10	26.50	6/10	29.90	6/10 cut	26.80	6/10	30.68
227	POT ROAST W/GRAVY COOKED	14280		N/B	3/6#	4.95#		N/B	2/16	5.57
228	PRETZEL, VENDING	4214	88 CT	26.90	104 CT	34.65	88 CT	30.95	88 CT	26.99
229	PUDDING, BANANA	210908	6/10	24.79	6/10	31.60	6/10	21.40	6/10	31.53
230	PUDDING, BUTTERSCOTCH	210909	6/10	24.79	6/10	31.60	6/10	21.40	6/10	32.95
231	PUDDING, CHOCOLATE	210901	6/10	23.89	6/10	28.70	6/10	21.40	6/10	30.13
232	PUDDING, LEMON	210911	6/10	28.49	6/10	31.60	6/10	26.90	6/10	36.53
233	PUDDING, RICE	210907	6/10	31.50	6/10	36.45	6/10	26.85	6/10	34.93
234	PUDDING, TAPIOCA	210904	6/10	31.50	6/10	36.45	6/10	26.85	6/10	32.39
235	PUDDING, VANILLA	210903	6/10	23.89	6/10	31.60	6/10	21.40	6/10	30.13
236	PUNCH	430160		N/B	12/46oz	23.77	12/46 OZ	16.95	12/46oz	18.49
237	RAVIOLI, CANNED, with tomato sauce, beef	35562	6/10	33.50	6/10	45.35	6/10	37.85	6/10	44.35
238	RELISH	590119	4/1 gal.	20.80	4/1 GAL	28.65	4/1 GAL	18.95	4/1 GAL	28.98
239	RELISH (INDIVIDUAL)	7444	200 ct	4.50	200 ct	13.28	200 CT	6.35	200 ct	14.42
240	RICE, MEXICAN FIESTA	070875		N/B	6/25.9	35.85	6/25.9 OZ	34.90	6/25.9	N/B
241	RICE, GARDEN BLEND	189264		N/B	6/36 oz.	54.60	6/36 OZ	54.90	6/36 oz.	53.41
242	RICE PILAF	070857		N/B	6/36 oz.	34.15	6/36 OZ	19.85	6/2.5#	21.59
243	RICE, SPANISH	070814		N/B	25#	N/B	6/36 OZ	46.90		N/B

FOOD BID 2015

	SCHRIER				LANDMARK		MIVILA		DICARLO	
	DESCRIPTION	PRODUCT#	UNIT	PRICE	UNIT	PRICE	UNIT	PRICE	UNIT	PRICE
244	RICE, UNCLE BEN'S (OR EQUAL)	42630	25#	12.50	25#	14.87	25#	28.95	25#	24.72
245	RICE, WILD, LONG GRAIN	3846	6/36 oz.	33.50	6/36 oz.	44.80	6/36 OZ	36.75	6/36 oz.	40.65
246	ROLLS, DINNER	346463		N/B	175 1.2 OZ	24.60	120 CT	19.65	175 1.2 OZ	19.25
247	ROLLS, HAMBURGER 120 COUNT	310500		N/B	10/12 CT	19.94	120 CT	14.85	10/12 CT	17.33
248	ROLLS, HOTDOG	310504		N/B	12PK/12 EA/CS	16.80	12/12 CT	15.85	12PK/12 EA/CS	16.88
249	SALAD OIL	40150	6/1 gal	31.90	6/1 gal	38.65	6/1 gal	39.00	6/1 gal	49.43
250	SALISBURY STEAK, NO GRAVY, 4 OZ.	970760		N/B	40/4 OZ	36.55	40/4 OZ	33.90	40/4 OZ	41.48
251	SALT	51626	24/26 OZ	10.40	24/26 OZ	11.95	24/26 OZ	10.85	24/26 OZ	15.06
252	SALT, PC	610703	3000/cs	3.90	3000/cs	6.00	3000 CT	3.80	3000/cs	4.26
253	SAUCE, APPLE, diet	371205	6/10	22.49	6/10	24.40	6/10	21.85	6/10	22.73
254	SAUCE, CHEESE, CAMPBELL'S OR EQUAL	710330	6/10	30.49	6/10	49.80	6/10	29.90	6/10	36.93
255	SAUCE, DUCK	8632	4gals	17.80	4/1 GAL	29.97	4 GAL	21.60	4/1 GAL	30.63
256	SAUCE, GENERAL TSAO	48046		N/B	2/1gal	46.80	4/1/2 gal	49.85	2/1gal	N/B
257	SAUCE, MANDARIN/ORANGE, DRESSING	670771		N/B	4/1 GAL	69.70	GALLON	15.90	4/1 GAL	N/B
258	SAUCE, ORANGE SESAME GINGER, DRESSING	48050		N/B	2/1 GAL	47.40	4/1 GAL	49.85	2/1 GAL	N/B
259	SAUCE, SPAGHETTI	35854	6/10	15.89	6/10	27.06	6/10	18.95	6/10	19.94
260	SAUCE, SWEET & SOUR	8654	6/64oz	38.90	6/64oz	47.00	6/64 OZ	47.90	6/64oz	N/B
261	SAUCE, TOMATO	59180	6/10	16.50	6/10	22.45	6/10	16.95	6/10	19.83
262	SAUCE, WORCESTERSHIRE(1 GAL.)	8118	4/1 gal.	11.80	1 GAL	4.78	4/1 GAL	11.85	1 GAL	19.43
263	SAUERKRAUT	830194	6/10	23.89	6/10	27.48	6/10	23.50	6/10	26.36
264	SAUSAGE, BREAKFAST LINK	89090	10#	24.90	200/8 OZ	28.60	12#	28.68	200/8 OZ	32.95
265	SAUSAGE, ITALIAN	970138		N/B	10# pkg.	34.90	10#	26.90	10# pkg.	30.45
266	SAUSAGE LINKS, COOKED	145251	10#	24.90	200/8 OZ	28.60	12#	28.68	200/8 OZ	23.86
267	SAUSAGE PATTIES	970112	10#	24.90	10#	26.35	10#	21.90	80/2 oz	23.86
268	SAUSAGE, POLISH, 10# PKGS., KIELBASA	110720		N/B	2.5#BX	29.90	5/2#	3.69#	2.5#BX	3.51
269	SAUSAGE, SWEET TURKEY	28426		N/B	160/1 OZ	30.70	10#	36.90	160/1 OZ	N/B
270	SEA LEG SUPREME	08918		N/B	12/2.5#	56.57	12/2#	81.36	4/2.5#	39.77

FOOD BID 2015

	SCHRIER				LANDMARK		MIVILA		DICARLO	
	DESCRIPTION	PRODUCT#	UNIT	PRICE	UNIT	PRICE	UNIT	PRICE	UNIT	PRICE
271	SHELLS, STUFFED, MEDIUM	34864	120/2 oz.	41.90	92/1.75 oz	22.55	60/1.7 OZ	23.85	96/2.5 oz	39.56
272	SHORT RIBS COOKED	14390		N/B		3.34#	APP.80#/CS Raw	7.40#		N/B
273	SHRIMP, BUTTERFLY,BREADED 16/20 LG.	246300		N/B	4/3#	79.80		N/B	4/3#	72.42
274	SORBET, RASBERRY	371700		N/B		N/B		N/B	?	30.97
275	SOUP BASE,CREAMED-28 OZ.	221104		N/B	6/28 oz	43.90	6/2522 GR	45.95	6/28 oz	40.19
276	SOUP, BEEF BARLEY, LG. 51 OZ.	750506		N/B	12/5# case	69.44	12/CS	58.75	12/case	N/B
277	SOUP, CHICKEN NOODLE -LG. 51 OZ.	15072	12/50 oz. Heinz	29.59	12/50oz 5#	47.80	12/50 oz.	54.00	12/50 oz.	34.84
278	SOUP, CREAM/CELERY, -LG 51 OZ.	15176	12/50 oz. Heinz	20.29	12/50 oz. 5#	47.94	12/50 oz.	39.85	12/50 oz.	39.20
279	SOUP, CREAM/MUSHROOM, #5 CANS	15212	12/50	32.89	12/CS 5#	49.45	12/50 oz.	41.90	12/CS	38.51
280	SOUP, MANHATTAN CLAM, LG. 51 OZ.	15112	12/cs Heinz	37.59	12/cs 5#	64.15	12/51 OZ	54.00	12/cs	55.93
281	SOUP, ONION, DRY MIX	730900	12/16 oz.	28.50	6/26 oz/cs	N/B	60/20.98 OZ	69.65	6/26 oz/cs	N/B
282	SOUP, SPLIT PEA, CAMPBELL'S-LG 51 OZ.	750523		N/B		N/B	12/#5	46.90		N/B
283	SOUR CREAM	14405	10#	15.50	6/5#	46.95	5#	7.75	6/5#	26.60
284	SOY SAUCE LOW SODIUM	710720	6/1/2 gal.	41.50	6/64 oz	49.55	6/.5 GAL	39.85	6/64 oz	40.63
285	SPINACH, CHOPPED, FROZEN	98114	12/3#	20.16	12/3#	24.80	12/3#	20.52	12/3#	1.01
286	SPRINKLES, CHOCOLATE	1316	10#	11.90	6#	15.86	10#	18.50	6#	17.73
287	SPRINKLES, RAINBOW	1310	10#	11.90	6#	16.45	10#	19.50	6#	16.82
288	SQUASH GREEN FROZEN	98122	12/3	24.84	12/3#	28.77	12/3#	25.85	12/3#	28.41
289	SQUASH, YELLOW, SLICED, FROZEN	98120	12/3	24.84	12/3#	32.56	12/2#	27.85	12/3#	34.09
290	STEW BEEF, FROZEN	972102	10#	41.90	2/5#	55.60	10#	37.90	2/5#	4.71
291	STRINGBEANS REG. CUT	57330	6/10	17.89	6/10# cs	22.85	6/10	19.35	6/10# cs	20.45
292	STRAWBERRIES, SLICED, FROZEN (6.5 #)	54100		N/B	6/6.5# cs	58.78	6/6.5#	58.11	6/cs	57.95
293	STUFFING, CHICKEN FLAVOR	632745		N/B	6/28 oz	39.85	6/28 OZ	29.85	6/28 oz	54.98
294	SUGAR	52098	10/4#	21.40	10/4#	N/B	10/4#	25.60	10/4#	25.85
295	SUGAR, BROWN 1 LB. PKG.LIGHT OR DARK	52028	24/1#	23.04	24/1#	25.80	24/1#	23.50	24/1#	27.50
296	SUGAR, IND.	52158	2000 ct	8.90	2000 ct	14.30	2000 CT.	10.85	2000 ct	14.24
297	SUN CUP PUNCH	367264	72/4 oz.	9.20	72/4 oz.	10.45	70/4 OZ	9.40	72/4 oz.	8.97

FOOD BID 2015

	SCHRIER				LANDMARK		MIVILA		DICARLO	
	DESCRIPTION	PRODUCT#	UNIT	PRICE	UNIT	PRICE	UNIT	PRICE	UNIT	PRICE
298	SUNCUP CRANBERRY	93084	72/4 oz.	8.90	72/4 oz.	9.88	72/4 OZ	11.95	72/4 oz.	9.66
299	SUN CUP APPLE	93080	72/4 oz.	9.20	72/4 oz.	10.15	72/4 OZ	9.25	72/4 oz.	10.23
300	SUN CUP PINE/ORANGE	92970	72/4 oz.	10.20	72/4 oz.	11.80	72/4 OZ	10.60	72/4 oz.	10.80
301	SUPER CHICKEN	30036		N/B	15#	59.60	15#	69.85	15#	N/B
302	SWEET & LOW	790501	2000	20.50	2000 ct	21.85	2000 CT.	19.50	2000 ct	20.45
303	SWEET POTATO FRIES	890122	6/5#	29.90	5/3#	32.65	3/5#	19.60	5/3#	29.55
304	SYRUP, PANCAKE	350352	4/1gal	21.80	4/1gal	25.96	4/1 GAL	19.85	4/1gal	24.43
305	SYRUP, PANCAKE, S/F	350345	12/14.5 OZ	25.98	12/12 oz	25.49	12/12 OZ	18.90	12/12 oz	24.36
306	SYRUP, SMUCKERS ASST	28660	100	14.90	4/5#	N/B		N/B	4/5#	N/B
307	TACO, BEEF-COOKED	144610		N/B	4/5#	N/B		N/B	4/5#	100.24
308	TART SHELLS, BURRY 3"	030154	72 CT	22.50	72/3"	25.55	72 CT	21.85	72/3"	22.74
309	TARTAR SAUCE, PC	33580	200 CT	4.50	200 CT	16.78	200 CT	5.65	200 CT	7.95
310	TEA, LIPTON	090703	10/100	37.90	10/100	42.28	10/100 CT	37.65	10/100	40.51
311	TERIYAKI GLAZE	401915	6/5#	49.90	6/64 oz	49.00	6-1/2 GAL	46.85	6/64 oz	45.43
312	TEXAS TOAST	205850	120 ct.	28.74	120/1.4	28.35	115 CT	24.85	120/1.4	23.63
313	THYME	51718	16 oz.	3.90	36 oz	22.89	16 OZ	4.89	36 oz	41.28
314	TOMATO PASTE	59010	6/10	28.50	6/10	31.33	6/10	35.70	6/10	31.19
315	TOMATO PUREE	59100	6/10	16.89	6/10	27.22	6/10	19.85	6/10	24.09
316	TORTELLONI, CHICKEN	188105		N/B	2/3#	N/B		N/B	2/3#	30.75
317	TORTELLONI, SPINACH	187618		N/B	424 1.25 OZ	N/B		N/B	424 1.25 OZ	48.86
318	TURNIP GREENS, FROZEN, CHOPPED	910152		N/B	12/3#	38.20	12/3#	29.16	12/3#	N/B
319	TURNIPS, FROZEN ,DICED	910144		N/B	12/2#	20.80	12/2#	16.32	12/2#	N/B
320	VANILLA FLAVORING (IMITATION)	17268	4/1 gal.	4.90	6/32 oz	28.40	GAL	3.95	6/32 oz	18.18
321	VEAL PATTIES	971505	40/4oz case	38.94	40/4oz case	43.58	10#	33.00	40/4oz case	34.60
322	VEGETABLE OIL	40150	6/1 gal.	31.90	6/1 gal	38.55	4/1 GAL	41.75	6/1 gal	43.75
323	VEGETABLES, MIXED	830928	6/10	22.90	12/2.5	25.54	6/10	21.85	12/2.5	31.82
324	VEGETABLE, ITALIAN BLEND, FROZEN	98084	12/2	17.76	12/2#	22.60	12/2.5#	21.30	12/2#	29.98

FOOD BID 2015

	SCHRIER				LANDMARK		MIVILA		DICARLO	
	DESCRIPTION	PRODUCT#	UNIT	PRICE	UNIT	PRICE	UNIT	PRICE	UNIT	PRICE
325	VEGETABLE, NORMANDY BLEND,FROZEN	910102		N/B	12/2#	21.35	12/2#	16.08	12/2#	22.73
326	VEGETABLE, SCANDINAVIAN BLEND,FROZEN	10804		N/B	12/2#	23.64	12/2#	26.85	12/2#	25.64
327	VINEGAR, WHITE	305102	GALLON	2.50	4/1 gal	7.96	4/1 GAL	6.90	4/1 gal	6.82
328	WAFFLE, EGGO	333020	144	11.90	144 ct	18.45	120 CT	22.85	144 ct	10.95
329	WATER, SPARKLING	365190		N/B	12/33 oz	24.70		N/B	12/33 oz	16.17
330	WHIPPED CREAM,EVERFRESH (15 OZ.)	88136	12/15	19.50	12/14 oz	28.57	12/15 OZ	28.90	12/14 oz	26.60
331	WHIPPED TOPPING, EVERY READY - 32 OZ.	07548		N/B	12/32 OZ	34.20	12/32 OZ	56.75	12/32 OZ	53.58
332	YOGURT, ALL LOW FAT, FLAVORS	88340	48/4oz	12.50	12/8 oz	9.37	12/6 OZ	7.65	12/8 oz	N/B
333	ZUCCHINI STICKS	42002	6/4#	45.36	6/2.5#	43.86	4/3#	21.85	40/3.5#	35.86
334	ZUCCHINI & TOMATOES	59200	6/10	32.98	6/10	36.00	6/10	35.85	6/10	N/B
335	ZUCCHINI, SLICED, FROZEN	98122	12/3#	24.84	12/3#	28.60	12/3#	25.85	12/3#	28.41

TOWN OF RIVERHEAD

Resolution # 223

**AUTHORIZATION TO PUBLISH ADVERTISEMENT FOR FORD
REPLACEMENT PARTS FOR THE TOWN OF RIVERHEAD**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Town Clerk is authorized to publish and post a notice to bidders for proposals for FORD REPLACEMENT PARTS for the Town of Riverhead and;

WHEREAS, the Town Clerk is hereby authorized to publish and post the following public notice in the APRIL 16, 2015 issue of the News Review.

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

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter ABSENT

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD
NOTICE TO BIDDERS

Sealed proposals for the purchase of **FORD AUTOMOTIVE REPLACEMENT PARTS** will be received by the Town of Riverhead in the Office of the Town Clerk, 200 Howell Avenue, Riverhead, New York until **2 p.m. May 15, 2015** at which time they will be publicly opened and read aloud.

Specifications may be examined and/or obtained on **APRIL 16, 2015** on the Town of Riverhead website at www.townofriverheadny.gov, click on bid requests.

Each proposal must be submitted on the form provided and must be in a sealed envelope clearly marked, with the bid number as on the **"FORD AUTOMOTIVE REPLACEMENT PARTS"**. Any and all exceptions to the specifications must be listed on a separate sheet of paper, bearing the designation "EXCEPTIONS TO THE SPECIFICATIONS" and attached to the bid form.

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

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

TOWN OF RIVERHEAD

Resolution # 224

AWARDS BID FOR JANITORIAL SUPPLIES

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

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

WHEREAS, 8 bids were received and opened at **2:05 PM on FEBRUARY 10, 2015** at Town Hall, 200 Howell Avenue, Riverhead, New York, the date, time and place given in the Notice to Bidders.

NOW THEREFORE BE IT RESOLVED, that the bid for **JANITORIAL SUPPLIES** for the Town of Riverhead be and hereby is, awarded to **IMPERIAL BAG & PAPER (formerly CENTER MORICHES PAPER) AND W.B. MASON** for prices on the attached pages.

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

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter ABSENT

The Resolution Was Thereupon Duly Declared Adopted

		Town of Riverhead - Janitorial & Paper Supplies				
				IMPERIAL	WBMASON	
ITEM CODE	DESCRIPTION	PACKAGE				
1	ALC-1851	ALUMINUM FOIL ROLL 18" X 500' .001	ROLL	22.90	N/E	
2	HFA-2045-35	3 COMPT ALUMINUM PANS W/ LIDS -250/CASE	CASE	50.18		
3	AUS-TAMON	AMMONIA, QTS - 12/CASE	CASE		8.99	
4	NPP-APRON	2PE3V HVY WHITE POLY APRON 24" X 46" - 500/CASE	CASE	77.80	N/E	
5		BAG TIES, 4" GREEN/TWISTY/2000 CS.	CASE		2.99	
6	RLP-R334016N	BAGS, GARBAGE, 33" X 39" 16 micron Hi-Density - 250/CASE (no Nominal Weight)	CASE	14.30		
7	INP-6GRO	BAGS, KRAFT GROCERY #6 - 2000 / BUNDLE	BDL.		17.99	
8	FTN-10824XH	BAGS, PLASTIC , FOOD GRADE, 1.4MIL - 500/CASE	CASE		28.49	
9	ATL-SANDWICH	BAGS, WAXED SANDWICH - 6000/CASE	CASE	62.29		
10	ELT-GLBLEACH	BLEACH, 5.25%, GALLONS - 6/CASE	CASE		6.99	
11	DEL-7600 / DR32E	32OZ SPRAY BOTTLES W/ HI VOLUME SPRAYER	EACH		0.85	
12	NYM-81212	BOWL, 12OZ CHINET, HD PLASTIC - 1000/CASE	CASE	28.94		
13	NYM-81205	BOWL, 5OZ CHINET, HD PLASTIC - 1000/CASE	CASE		25.28	
14	HMB-JANITOR	BROOM, CORN, HD JANITOR	EACH	4.42		
15	HMBHMB-18MEDBRM	BROOM, 18" PUSH,MED BRISTLE,NO HANDLE	EACH	5.76		
16	WLN-BOWLBRSH	BRUSH, TOILET BOWL	EACH		1.15	
17	CHS-954	CARDBOARD LUNCH BOX 9"X 5"X 4" - 250/BUNDLE	BUNDLE	33.41		
18		HAND SANITIZER W/DISPENSERS	EACH		10.52	
19	INO-SKNCLN12	HAND SOAP,PINK,800 ML, 12/CS	CASE		4.65	
20	PGI-CMTPWD	CLEANSER, COMET POWDER 21 OZ.-24/CASE	CASE	24.30		
21	EPC-O&GCLNR	CLEANER, EPIC, SWELL OVEN & GRILL, GALS-4/CASE	CASE	30.30		
22	DRT-4J6	CONTAINRS, DART 4OZ SQUAT FOAM - 1000/CASE	CASE	N/B	N/B	
23	IMP-DMR-3	CUPS, COLD 3OZ PAPER - 2500/CASE	CASE	54.31		
24	DRT-6J6	CUPS, DART 6OZ FOAM - 1000/CASE	CASE	16.46		
25	DRT-8J8	CUPS, DART 8OZ FOAM - 1000/CASE	CASE		17.09	
26	10KY10	CUPS, 10 OZ./1000/CASE	CASE		22.63	

		Town of Riverhead - Janitorial & Paper Supplies					
				IMPERIAL	WBMASON		
ITEM CODE	DESCRIPTION	PACKAGE					
27	DRT-5SPC	CUPS, DART 5OZ SOFT PLASTIC - 2500/CASE	CASE		31.49		
28		CUTLERY KITS, IND. WRAPPED	CASE	7.91			
29	PKM-BOWLBOC	DEODORANT, BOWL BLOCK W/ WIRE 3.5OZ	DOZEN		9.99		
30	EPC-GUARDALL	DISINFECTANT, EPIC GUARDALL PINE - 4 GAL / CASE	CASE	N/B	36.26		
31	GPC-S4VUALL	DISPENSER, INDUSTRIAL BATH TISSUE	EACH	N/B	N/B		
32	DLC-21DSP	DISPENSER FOR LURON LOTION SOAP		N/B	N/B		
33	SPR-32HPSPOT	CARPET SPOTTER, , PEROXIDE BASE,QTS/12/CS	CASE	21.54			
34	HMB-536-1	DUST MOP REFILL, 36" X 5" - 12/CASE	CASE	3.84			
35	DRK-32FNTSTK	FANTASTIK SPRAY CLEANER, QTS - 12/CASE	CASE		26.82		
36	BAM-XHWHTFK	FORKS, HD PLASTIC - 1000/CASE	CASE		14.98		
37	SFZ-BRJersey	GLOVES. 8OZ BROWN JERSEY - 12 PAIR	CASE		11.11		
38	BOS-4057	GLOVES, LEATHER PALM W/ GAUNTLET - 12 PAIR	DOZEN		18.98		
39	BOS-4027	GLOVES, RED LINED JERSEY - 12 PAIR	DOZEN		17.80		
40		GLOVES, MED,/12 LAUR/YELLOW	DOZEN	5.28			
41	BLC-2020L	GLOVES, #2020L LATEX - YELLOW, LARGE - 12 PAIR	DOZEN	5.28			
42	RYL-MDPOLY	GLOVES, POLY, FOOD GRADE DISPOSABLE,MED.,1000 BOX	DOZEN	5.50			
43	CHI-8507	HANDIWIPES, CHICOPEE - 200/CASE	CASE		5.99		
44	RLP-R386022B	LINERS, 38" X 60" 22 MICRON, HI DENSITY; BLACK - 150 CASE	CASE	20.36			
45		KNIVES, HD PLASTIC - 1000/CASE		17.02			
46	ZR-HPA-4045L	LIDS, BOARD/CASE FOR 3 COMPT ALUM PANS - 500/CASE	CASE		14.98		
47		LIDS,6 JL,1000/6 OZ.	CASE	11.40			
48	DRT-6JL	LIDS, PLASTIC, VENTED (FITS DART 6J6 & 4J6)	CASE	11.40			
49	DRT-8JL	LIDS, PLASTIC, VENTED (FITS DART 8J8)	CASE	10.37			
50		LINERS, 30"X 36", 16 MICRON, HI DENSITY, NATURAL - 500/CASE -NO NOMINAL WGHT.	CASE	24.28	N/E		
51		LINERS, 40"X 48" 16 Micron Hi density Liners 250/CASE (No Nominal WEIGHT)		20.93			

		Town of Riverhead - Janitorial & Paper Supplies				
				IMPERIAL	WBMASON	
ITEM CODE		DESCRIPTION	PACKAGE			
52	RLP-R242406N	LINERS, 24"X 23" 6 MICRON, HI DENSITY, NATURAL-	CASE	10.32		
53		LINERS, 24"X 33" 8 MICRON, HI DENSITY, NATURAL- 1000-CASE-NO NOMINAL WEIGHT		13.56		
54	EPC-1EASTEND	LIQUID, EAST END POT & PAN DETERGENT - 4 GAL /CASE		42.23		
55	CNT-404-3	MOP BUCKET W/ WHEELS, CONTIENTAL MFG, 44Q T	CASE	38.60		
56	CNT-596	MOP HANDLE, SCREW TYPE, CONTINENTAL MFG.	EACH	11.29		
57	HMB-24CTN	MOP HEAD, 24 OZ, 8PLY - WIDE BAND	EACH	1.67		
58	HMB-MDSPRCLN	MOP HEAD, MED BLEND, LOOPED, WIDE BAND - 12/CASE	EACH	4.16	N/E	
59	HMB-32CTN	MOP HEAD, 32OZ, 8PLY - WIDE BAND - 12/CASE	EACH	2.30		
60	HMB-12YTMOP	MOPS, YACHT, 12OZ - 6/CASE	EACH	31.68	N/E	
61	AMT-1948	NAPKINS, LUNCH, 1PLY 13X13 - 6000/CASE	EACH	21.60		
62	SPR-5BOUNCBK	FLOOR FINISH RESTORER - 5 GAL/PAIL	EACH	53.82		
63	PRX-BRILLO	PADS, BRILLO - 12/10'S /CASE	CASE	27.50		
64	PAC-SSSPNG	PADS, STEEL WOOL - 12 / BOX		3.60		
65	3MS-20STRIP	PADS, 3M FLOOR, 20" BLACK STRIPPING - 5/CASE	DOZEN	10.87		
66	3MS-20BUFF	PADS, 3M FLOOR, 20" RED BUFFING - 5/CASE		10.87		
67	3MS-17BUFF	PADS, 3M FLOOR, 17" RED BUFFING - 5/CASE	CASE	8.47		
68	3MS-17STRIP	PADS, 3M FLOOR, 17" BLACK STRIPPING - 5/CASE	CASE	8.47		
69	BKL-LINENMAT	PLACEMATS, EMBOSSSED, WHITE, 1000/CS	CASE	13.92		
70		PLATES, WHITE CLAY COATED SPIRAL - 1000/CASE		20.52		
71	NYM-81230	PLATES, 10.25" CHINET COMPARTMENT HD PLASTIC	CASE	42.59		
72	NYM-81209	PLATES, 9" CHINET HD PLASTIC - 500/CASE		28.94		
73	NYM-81206	PLATES, 6" CHINET HD PLASTIC - 1000/CASE	CASE	26.48		
74	EPC-SWELLSS	POLISH, STAINLESS STEEL, AEROSOL, EPIC SWEL L - 12/CASE	CASE	39.29		
75		SALAD HINGED CONTAINERS/12 OZ./200/CASE	CASE	21.90		
76		SALAD,HINGED CONT. 24 OZ. DOMED LIDS	CASE	34.39		
77	HSP-MT4	SANITARY NAPKINS, MAXITHINS - 250/CASE	CASE	24.68		
78	ECO-18700	LIME-A-WAY DELIMER, GALLONS, - 4/CASE	CASE	46.72		
79	PGI-38JOY	SOAP, JOY, 38OZ DISH DETERGENT - 8/CASE	CASE		32.50	

		Town of Riverhead - Janitorial & Paper Supplies				
				IMPERIAL	WBMASON	
ITEM CODE	DESCRIPTION	PACKAGE				
80	DLC-LURONLOT	SOAP, LURON HAND & BODY - 8/CASE	CASE	38.29		
81	SPR-S/LBSBRD	INDUSTRIAL STRENGTH AEROSOL BASEBOARD ST RIPPER 18OZ-12/CASE	CASE	32.90		
82	SPR-DUSTAER	INDUS STRENGTH AEROSOL DUSTMOP/CLOTH TRE ATMENT - 12/CASE	CASE	35.41		
83	SPR-TNTAERO	INDUS STRENGTH AEROSOL TNT TUB & TILE CLEANER 12/CS	CASE	32.62		
84	SPR-1FSAIRLF	INDUS STRENGTH LIQ. AIRLIFT AIR FRESH,4 GAL/CS		64.08		
85	SPR-1BH38	INDUS STRENGTH BH-38 CLEANER/DEGREASER- 12/CS		25.66		
86	ZR-55CLNCRGO	INDUS STRENGTH CLEAN CARGO, HD, PRESSURE WASHER CLEANER 55 GAL.		33.30		
87	SPR-5BH38	INDUS STRENGHT BH-38 CLEANER / DEGREASER - 5 GAL/ PAIL		29.24		
88	SPR-32CDC10	INDUS STRENGTH CLINGING DISINFECTANT,QTS./12 /CS		28.85		
89	SPR-1DMQ	INDUS STRENGTH DAMPMOP NUETRAL DISINFECTANT CLEANER 4 GAL/CASE		24.16		
90	SPR-FASTEASY	INDUS STRENGTH HARD SURFACE & GLASS, QTS. 12/CS		21.92		
91	SPR-5ONANON	INDUS STRENGTH ONANON POLYMER FLOOR FINISH ,PAIL	5 GAL	31.92		
92	SPR-5ONBASE	INDUS STRENGTH ONBASE WATER- EMULSION FLOOR SEALER - 5 GAL/PAIL	PAIL	50.08		
93	SPR-5RFSTRIP	INDUS STRENGTH RINSE-FREE FLOORSTRIPPER 5 GAL.	PAIL	72.14		
94	SPR-FSAIRLFA	INDUS STRENGTH AEROSOL AIRLIFT AIR FRESHENER	CASE	37.88		
95	SPR-CTROSHLD	INDUS STRENGTH CITROSHIELD FURNITURE POLISH 20OZ.	CASE	41.36		
96		INDUSTRIAL STRENGTH DISINFECTANT,EPIC,GUARDALL PINE, 4 GAL	CASE	40.34		
97	SPR-BOWLCLNR	INDUS STRENGTH GERMICIDAL BOWL CLEANER, QTS - 12/CASE	CASE	15.70		
98	SPR-1GLASCLN	INDUS STRENGTH GLASS CLEANER, GALLONS - 4/CASE	CASE	13.15		
99	SPR-1HNDCLNR	INDUS STRENGTH LIQUID HAND CLEANER,GALS,4/ CS	CASE	29.64		
100	SPR-1PATHMKR	INDUS STRENGTH PATHMAKER, LO-SUDS,FLOOR CLNR.,4/CS	CASE	52.45		
101	SPR-32M95	INDUS STRENGTH M95 MILD ACID BOWLCLEANE- QTS - 12/CASE	CASE	20.12		
102	SPR-1NABC	INDUS STRENGTH NON-ACID DISINFECTANT BTHRM. CLNR.	CASE	19.26		
103	SPR-1PD64	INDUS STRENGTH PD64 PHENOLIC DISINFECTANT CLEANER, GAL - 4/CASE	CASE	60.24		
104	SPR-32SSE	INDUS STRENGTH SSE CARPET PRESPRAY/SPOTTE R, QTS.	CASE	20.09		
105	SPR-STRPHN2A	INDUS STRENGTH STERIPHENE II AEROSOL,DISINF .SPRAY	CASE	39.31		
106	SPR-1SUPSPBF	INDUS STRENGTH SUPER SPRAY BUFF, GALLONS - 4/CASE	CASE	43.85		
107	BAM-XHWHTTS	TEASPOONS, HD PLASTIC - 1000/CASE	CASE		14.98	
108	HFM-REDROLL	TABLECLOTHS, PLASTIC, RED, 40" X 100' /ROLL	ROLL	7.09		

		Town of Riverhead - Janitorial & Paper Supplies					
				IMPERIAL	WBMASON		
ITEM CODE		DESCRIPTION	PACKAGE				
109	TMT-TCW	TABLECLOTHS, PLASTIC, WHITE, 40"X300' / ROLL	ROLL	9.47			
110	SCA-TM1616	TISSUE, BATHROOM, TORK ADVANCED, 2PLY, 500/ROLL - 96/CASE 4.5" x 3.75"	CASE		28.68		
111	GPC-2830	TOWELS, PAPER, INDUS ROLL, WHITE (FITS GPC-P8VUALL DISPENSER) - 12/CASE	CASE	NB	N/B		
112	SCA-HB9201	TOWELS, PAPER, HOUSEHOLD, WHITE, TORK,ADVANCED,120/ROLL/30/CS	CASE		18.80		
113	SCA-MB540A	TOWELS, PAPER, MULTIFOLD, WHITE, TORK/4000/CS	CASE		18.03		
114	KCS-3405	TOWELS, PAPER, HOUSEHOLD PREMIUM, K-CLARK, 84CT - 20/CASE	CASE		18.80		
115	KCS-5701	TOWELS, PAPER WIPERS, K-CLARK WYPALLS 12X15 1008/CS	CASE		70.52		
116		TOWELS, TORK, ADVANCED 120/RL/30 CASE	CASE	36.48			
117	KCS-5930	TOWELS, PAPER WIPERS, K-CLARK SCOTTCLOTH, 12X16, 80/BOX-5 BOX/CS	CASE		18.80		
118	KCS-1051	TOWELS, PAPER, C-PULL, K-CLARK WHITE-500/ROLL-4 ROLL/CASE	CASE	24.60			
119	GPC28055	TOWELS, 600' ROLL,12 ROLLS/CASE	CASE		63.02		
120	CNT-3255	TRASH CAN DOLLY, CONTINENTAL MFG, BLACK	CASE	19.40			
121	CNT-5500	TRASH CAN 55 GALLON, HUSKEE / BRUTE, CONTINENTAL MFG, GRAY	EACH	19.40			
122	HSP-URNLSET	URINAL SCREEN W/ BLOCK, PLASTIC - 12/CASE	EACH	8.46			
123	BAM-MDKIT500	UTENSIL COMBO KIT, PLASTIC, WRAPPED - 500/CASE	DOZEN	7.90			
124	DRK-WINDXAER	WINDEX, AEROSOL, 20OZ - 12/CASE	CASE		21.99		
125	DRK-1WINDX	WINDEX, GALLONS - 4/CASE	CASE	28.06			
126	BOF-18X2M	WRAP, FOOD GRADE FILM, 35 GUAGEAEP/BORDEN 18"X2000'	CASE	13.20			
127	CNT-SW7	WRINGER, CONTINENTAL (FITS CNT-404-3 MOP BUCKET)	EACH	68.65			

		Town of Riverhead - Janitorial & Paper Supplies					
				IMPERIAL	WBMASON		
ITEM CODE		DESCRIPTION	PACKAGE				
128		LINERS, GARBAGE 42" X 57" 2MIL, INDIV FOLDED, FLAT BOTTOM	CASE	29.99			
129		STOKO SOLOPOL CLASSIC HEAVY DUTY HAND CLEANER	CASE	N/B	N/B		
130		STOKO HAND CLEANER DISPENSER	EACH	N/B	N/B		
131		HEAVY DUTY FLOOR BRUSH, PLASTIC BODY WITH HANDLE	EACH	N/B	N/B		
132		PURE MURIATIC ACID (HEAVY DUTY)	GALLON	N/B	N/B		
133	1434312 GP 54050 CENTER PULL SYSTEM	TOWELS, FTS OF 54050 CENTERFOLD SYSTEM, CAREFREE CHOICE SERIES, 2 PLY CENTERFOLD TOWEL (60) 6 ROLLS	CASE	N/B	N/B		
NOTE: N/B=NO BID; N/E=NOT EQUAL							

		Town of Riverhead - Janitorial & Paper Supplies		
ITEM CODE	DESCRIPTION	PACKAGE	BRAND NAME	PRICE
1	ALC-1851	ALUMINUM FOIL ROLL 18" X 500' .001	ROLL	
2	HFA-2045-35	3 COMPT ALUMINUM PANS W/ LIDS -250/CASE	CASE	
3	AUS-TAMON	AMMONIA, QTS - 12/CASE	CASE	
4	NPP-APRON	2PE3V HVY WHITE POLY APRON 24" X 46" -500/CASE	CASE	
5		BAG TIES, 4" GREEN/TWISTY/2000 CS.	CASE	
6	RLP-R334016N	BAGS, GARBAGE, 33" X 39" 16 micron Hi-Density - 250/CASE (no Nominal Weight)	CASE	
7	INP-6GRO	BAGS, KRAFT GROCERY #6 - 2000 / BUNDLE	BDL.	
8	FTN-10824XH	BAGS, PLASTIC , FOOD GRADE, 1.4MIL - 500/CASE	CASE	
9	ATL-SANDWICH	BAGS, WAXED SANDWICH - 6000/CASE	CASE	
10	ELT-GLBLEACH	BLEACH, 5.25%, GALLONS - 6/CASE	CASE	
11	DEL-7600 / DR32E	32OZ SPRAY BOTTLES W/ HI VOLUME SPRAYER	EACH	
12	NYM-81212	BOWL, 12OZ CHINET, HD PLASTIC - 1000/CASE	CASE	
13	NYM-81205	BOWL, 5OZ CHINET, HD PLASTIC - 1000/CASE	CASE	
14	HMB-JANITOR	BROOM, CORN, HD JANITOR	EACH	
15	HMBHMB-18MEDBRM	BROOM, 18" PUSH,MED BRISTLE,NO HANDLE	EACH	
16	WLN-BOWLBRSH	BRUSH, TOILET BOWL	EACH	
17	CHS-954	CARDBOARD LUNCH BOX 9"X 5"X 4" - 250/BUNDLE	BUNDLE	
18		HAND SANITIZER W/DISPENSERS	EACH	
19	INO-SKNCLN12	HAND SOAP,PINK,800 ML, 12/CS	CASE	
20	PGI-CMTPWD	CLEANSER, COMET POWDER 21 OZ.-24/CASE	CASE	
21	EPC-O&GCLNR	CLEANER, EPIC, SWELL OVEN & GRILL, GALS- 4/CASE	CASE	
22	DRT-4J6	CONTAINRS, DART 4OZ SQUAT FOAM - 1000/CASE	CASE	
ITEM CODE	DESCRIPTION		PRICE	
23	IMP-DMR-3	CUPS, COLD 3OZ PAPER - 2500/CASE	CASE	
24	DRT-6J6	CUPS, DART 6OZ FOAM - 1000/CASE	CASE	
25	DRT-8J8	CUPS, DART 8OZ FOAM - 1000/CASE	CASE	

26		CUPS, 10 OZ./1000/CASE	CASE	
27	DRT-5SPC	CUPS, DART 5OZ SOFT PLASTIC - 2500/CASE	CASE	
28		CUTLERY KITS, IND. WRAPPED	CASE	
29	PKM-BOWLBLOC	DEODORANT, BOWL BLOCK W/ WIRE 3.5OZ	DOZEN	
30	EPC-V8	DISH MACHINE DETERGENT POWDER, EPIC, 50#	CASE	
31	EPC-GUARDALL	DISINFECTANT, EPIC GUARDALL PINE - 4 GAL / CASE	CASE	
32	GPC-S4VUALL	DISPENSER, INDUSTRIAL BATH TISSUE	EACH	
33	DLC-21DSP	DISPENSER FOR LURON LOTION SOAP		
34	SPR-32HPSPOT	CARPET SPOTTER, , PEROXIDE BASE,QTS/12/CS	CASE	
35	HMB-536-1	DUST MOP REFILL, 36" X 5" - 12/CASE	CASE	
36	DRK-32FNTSTK	FANTASTIK SPRAY CLEANER, QTS - 12/CASE	CASE	
37	BAM-XHWHTFK	FORKS, HD PLASTIC - 1000/CASE	CASE	
38	SFZ-BRJersey	GLOVES. 8OZ BROWN JERSEY - 12 PAIR	CASE	
39	BOS-4057	GLOVES, LEATHER PALM W/ GAUNTLET - 12 PAIR	DOZEN	
40	BOS-4027	GLOVES, RED LINED JERSEY - 12 PAIR	DOZEN	
41		GLOVES, MED,/12 LAUR/YELLOW	DOZEN	
42	BLC-2020L	GLOVES, #2020L LATEX - YELLOW, LARGE - 12 PAIR	DOZEN	
43	RYL-MDPOLY	GLOVES, POLY, FOOD GRADE DISPOSABLE,MED.,1000 BOX	DOZEN	
44	CHI-8507	HANDIWIPES, CHICOPEE - 200/CASE	CASE	
45	RLP-R386022B	LINERS, 38" X 60" 22 MICRON, HI DENSITY; BLACK – 150 CASE (NO NOMINAL WEIGHT)	CASE	
46		KNIVES, HD PLASTIC - 1000/CASE		
	ITEM CODE	DESCRIPTION		PRICE
47	ZR-HPA-4045L	LIDS, BOARD/CASE FOR 3 COMPT ALUM PANS - 500/CASE	CASE	
48		LIDS,6 JL,1000/6 OZ.	CASE	
49	DRT-6JL	LIDS, PLASTIC, VENTED (FITS DART 6J6 & 4J6)	CASE	
49	DRT-8JL	LIDS, PLASTIC, VENTED (FITS DART 8J8)	CASE	
50		LINERS, 30"X 36", 16 MICRON, HI DENSITY, NATURAL – 500/CASE (NO NOMINAL WEIGHT)	CASE	

51		LINERS, 40"X 48" 16 Micron Hi density Liners 250/CASE (No Nominal Weight)		
52	RLP-R242406N	LINERS, 24"X 23" 6 MICRON, HI DENSITY, NATURAL-1000 CASE (NO NOMINAL WEIGHT)	CASE	
53		LINERS, 24"X 33" 8 MICRON, HI DENSITY, NATURAL-1000-CASE (NO NOMINAL WEIGHT)		
54	EPC-1EASTEND	LIQUID, EAST END POT & PAN DETERGENT - 4 GAL /CASE		
55	CNT-404-3	MOP BUCKET W/ WHEELS, CONTIENTAL MFG, 44QT	CASE	
56	CNT-596	MOP HANDLE, SCREW TYPE, CONTINENTAL MFG.	EACH	
57	HMB-24CTN	MOP HEAD, 24 OZ, 8PLY - WIDE BAND	EACH	
58	HMB-MDSPRCLN	MOP HEAD, MED BLEND, LOOPED, WIDE BAND - 12/CASE	EACH	
59	HMB-32CTN	MOP HEAD, 32OZ, 8PLY - WIDE BAND - 12/CASE	EACH	
60	HMB-12YTMOP	MOPS, YACHT, 12OZ - 6/CASE	EACH	
61	AMT-1948	NAPKINS, LUNCH, 1PLY 13X13 - 6000/CASE	EACH	
62	SPR-5BOUNCBK	FLOOR FINISH RESTORER - 5 GAL/PAIL	EACH	
63	PRX-BRILLO	PADS, BRILLO - 12/10'S /CASE	PAIL	
64	PAC-SSSPNG	PADS, STEEL WOOL - 12 / BOX		
65	3MS-20STRIP	PADS, 3M FLOOR, 20" BLACK STRIPPING - 5/CASE	DOZEN	
66	3MS-20BUFF	PADS, 3M FLOOR, 20" RED BUFFING - 5/CASE		
67	3MS-17BUFF	PADS, 3M FLOOR, 17" RED BUFFING - 5/CASE	CASE	
68	3MS-17STRIP	PADS, 3M FLOOR, 17" BLACK STRIPPING - 5/CASE	CASE	
69	BKL-LINENMAT	PLACEMATS, EMBOSSSED, WHITE, 1000/CS	CASE	
	ITEM CODE	DESCRIPTION		PRICE
70		PLATES, WHITE CLAY COATED SPIRAL - 1000/CASE		
71	NYM-81230	PLATES, 10.25" CHINET COMPARTMENT HD PLASTIC	CASE	
72	NYM-81209	PLATES, 9" CHINET HD PLASTIC - 500/CASE		
73	NYM-81206	PLATES, 6" CHINET HD PLASTIC - 1000/CASE	CASE	
74	EPC-SWELLSS	POLISH, STAINLESS STEEL, AEROSOL, EPIC SWELL - 12/CASE	CASE	
75		SALAD HINGED CONTAINERS/12 OZ./200/CASE	CASE	

76		SALAD,HINGED CONT. 24 OZ. DOMED LIDS	CASE	
77	HSP-MT4	SANITARY NAPKINS, MAXITHINS - 250/CASE	CASE	
78	ECO-18700	LIME-A-WAY DELIMER, GALLONS, - 4/CASE	CASE	
79	PGI-38JOY	SOAP, JOY, 38OZ DISH DETERGENT - 8/CASE	CASE	
80	DLC-LURONLOT	SOAP, LURON HAND & BODY - 8/CASE	CASE	
81	SPR-S/LBSBRD	INDUSTIAL STRENGTH AEROSOL BASEBOARD STRIPPER 18OZ-12/CASE	CASE	
82	SPR-DUSTAER	INDUS STRENGTH AEROSOL DUSTMOP/CLOTH TREATMENT - 12/CASE	CASE	
83	SPR-TNTAERO	INDUS STRENGTH AEROSOL TNT TUB & TILE CLEANER 12/CS	CASE	
84	SPR-1FSAIRLF	INDUS STRENGTH LIQ. AIRLIFT AIR FRESH,4 GAL/CS		
85	SPR-1BH38	INDUS STRENGTH BH-38 CLEANER/DEGREASER-12/CS		
85	ZR-55CLNCRGO	INDUS STRENGTH CLEAN CARGO, HD, PRESSURE WASHER CLEANER-55 GAL.		
86	SPR-5BH38	INDUS STRENGHT BH-38 CLEANER / DEGREASER - 5 GAL/ PAIL		
87	SPR-32CDC10	INDUS STRENGTH CLINGING DISINFECTANT,QTS./12/CS		
88	SPR-1DMQ	INDUS STRENGTH DAMPMOP NUETRAL DISINFECTANT CLEANER 4 GAL/CASE		
89	SPR-FASTEASY	INDUS STRENGTH HARD SURFACE & GLASS, QTS. 12/CS		
90	SPR-5ONANON	INDUS STRENGTH ONANON POLYMER FLOOR FINISH PAIL	5 GAL	
91	SPR-5ONBASE	INDUS STRENGTH ONBASE WATER-EMULSION FLOOR SEALER - 5 GAL/PAIL	PAIL	
92	SPR-5RFSTRIP	INDUS STRENGTH RINSE-FREE FLOORSTRIPPER 5 GAL.	PAIL	
	ITEM CODE	DESCRIPTION		PRICE
93	SPR-FSAIRLFA	INDUS STRENGTH AEROSOL AIRLIFT AIR FRESHENER	CASE	
94	SPR-CTROSHLD	INDUS STRENGTH CITROSHIELD FURNITURE POLISH 20OZ.	CASE	
95		INDUSTRIAL STRENGTH DISINFECTANT,EPIC,GUARDALL PINE, 4 GAL	CASE	
96	SPR-BOWLCLNR	INDUS STRENGTH GERMICIDAL BOWL CLEANER, QTS - 12/CASE	CASE	
97	SPR-1GLASCLN	INDUS STRENGTH GLASS CLEANER, GALLONS - 4/CASE	CASE	
98	SPR-1HNDCLNR	INDUS STRENGTH LIQUID HAND CLEANER,GALS,4/CS	CASE	
99	SPR-1PATHMKR	INDUS STRENGTH PATHMAKER, LO-SUDS,FLOOR CLNR,.4/CS	CASE	
100	SPR-32M95	INDUS STRENGTH M95 MILD ACID BOWLCLANE-QTS - 12/CASE	CASE	

101	SPR-1NABC	INDUS STRENGTH NON-ACID DISINFECTANT BTHRM. CLNR.	CASE	
102	SPR-1PD64	INDUS STRENGTH PD64 PHENOLIC DISINFECTANT CLEANER, GAL - 4/CASE	CASE	
103	SPR-32SSE	INDUS STRENGTH SSE CARPET PRESPRAY/SPOTTER, QTS.	CASE	
104	SPR-STRPHN2A	INDUS STRENGTH STERIPHENE II AEROSOL,DISINF.SPRAY	CASE	
105	SPR-1SUPSPBF	INDUS STRENGTH SUPER SPRAY BUFF, GALLONS - 4/CASE	CASE	
106	BAM-XHWHHTTS	TEASPOONS, HD PLASTIC - 1000/CASE	CASE	
107	HFM-REDROLL	TABLECLOTHS, PLASTIC, RED, 40" X 100' /ROLL	ROLL	
108	TMT-TCW	TABLECLOTHS, PLASTIC, WHITE, 40"X300' / ROLL	ROLL	
109	KCS-21606	TISSUE, FACIAL, KLEENEX, SIGNAL BOX, 125CT - 48BOX/CASE	ROLL	
110	GPC-2520	TISSUE, BATHROOM GP (FITS GPC-S4VUALL DISPENSER) 2 PLY, 1000/RL-48 CASE	EACH	
111	SCA-TM1616	TISSUE, BATHROOM, TORK ADVANCED, 2PLY, 500/ROLL - 96/CASE 4.5" x 3.75"		
112	GPC-2830	TOWELS, PAPER, INDUS ROLL, WHITE (FITS GPC-P8VUALL DISPENSER) - 12/CASE	CASE	
113	SCA-HB9201	TOWELS, PAPER, HOUSEHOLD, WHITE, TORK,ADVANCED,120/ROLL/ 30/CS	CASE	
114	SCA-MB540A	TOWELS, PAPER, MULTIFOLD, WHITE, TORK/4000/CS	CASE	
115	KCS-3405	TOWELS, PAPER, HOUSEHOLD PREMIUM, K-CLARK, 84CT - 20/CASE	CASE	
116	KCS-5701	TOWELS, PAPER WIPERS, K-CLARK WYPALLS		
	ITEM CODE	DESCRIPTION		PRICE
	ITEM CODE	12X15, WHITE - 1008/CASE	CASE	
117		TOWELS, TORK, ADVANCED 120/RL/30 CASE	CASE	
118	KCS-5930	TOWELS, PAPER WIPERS, K-CLARK SCOTTCLOTH, 12X16, 80/BOX- 5 BOX/CASE	CASE	
119	KCS-1051	TOWELS, PAPER, C-PULL, K-CLARK WHITE-500/ROLL-4 ROLL/CASE		
120	GPC28055	TOWELS, 600' ROLL,12 ROLLS/CASE		
121	CNT-3255	TRASH CAN DOLLY, CONTINENTAL MFG, BLACK	CASE	
122	CNT-5500	TRASH CAN 55 GALLON, HUSKEE / BRUTE, CONTINENTAL MFG, GRAY	EACH	
123	HSP-URNLSET	URINAL SCREEN W/ BLOCK, PLASTIC - 12/CASE	EACH	
124	BAM-MDKIT500	UTENSIL COMBO KIT, PLASTIC, WRAPPED - 500/CASE	DOZEN	

125 DRK-WINDXAER

WINDEX, AEROSOL, 20OZ - 12/CASE

CASE

126	DRK-1WINDX	WINDEX, GALLONS - 4/CASE	CASE	
127	BOF-18X2M	WRAP, FOOD GRADE FILM, 35 GUAGEAEP/BORDEN 18"X2000'	CASE	
128	CNT-SW7	WRINGER, CONTINENTAL (FITS CNT-404-3 MOP BUCKET)		
129	API-4257XH	LINERS, GARBAGE 42" X 57" 2MIL, INDIV FOLDED, FLAT BOTTOM	CASE	
130		STOKO SOLOPOL CLASSIC HEAVY DUTY HAND CLEANER	CASE	
131		STOKO HAND CLEANER DISPENSER	EACH	
132		HEAVY DUTY FLOOR BRUSH, PLASTIC BODY WITH HANDLE	EACH	
133		PURE MURIATIC ACID (HEAVY DUTY)	GALLON	

TOWN OF RIVERHEAD

Resolution # 225

**SETS THE REGISTRATION POLICY AND FEES
FOR THE RECREATION DEPARTMENT**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

NOW THEREFORE BE IT RESOLVED, that the Town Board sets the Registration Policy and fees for the 2015 Spring/Summer Brochure effective April 14, 2015.

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

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter ABSENT

The Resolution Was Thereupon Duly Declared Adopted

Title Category		Min Max	2015 Price
15CS06SUJJ	Baseball Camp	10	\$120.00
15CS34SUJJ	Baseball Batting Camp (7-13 yrs)	8	\$65.00
15CS08SUJJ	Baseball Clinic with Jumpbunch- Pee Wee	8	\$50.00
15YS16SPJJ	Baseball Clinic with Jumpbunch- Pee Wee	8	\$50.00
15CS33SUJJ	Baseball Pitcher's and Catcher's Camp (7-13yrs)	8	\$65.00
15CS11SUJJ	Basketball Boot Camp	8	\$35.00
15CS10SUJJ	Basketball Camp	35	\$105.00
15CS13SUJJ	Basketball Shooting Camp for Guards	10	\$70.00
15CS12SUJJ	Basketball-Pee Wee hoops	10	\$35.00
15YS13SUJJ	Fall Field Hockey Clinic	10	\$45.00
15CS29SUJJ	Field Hockey Camp	10	\$65.00
15CS30SUJJ	Field Hockey Goalie Camp	3	\$75.00
15CS26SUJJ	Flag Football Camp Jumpbunch	8	\$65.00
15CS05SUJJ	Girls Lacrosse Camp-Intermediate	9	\$65.00
15CS36SUJJ	Girls LAX Shooting Camp	8	\$45.00
15CS32SUJJ	Goalie Camp-Boys Lacrosse	3	\$75.00
15CS27SUJJ	Goalie Camp-Girls Lacrosse	3	\$45.00
15AS01SUJJ	Golf- Adult- Indian Island Session 1	1	\$120.00
15AS03SUJJ	Golf- Adult- Indian Island Session 2	1	\$120.00
15AS05SUJJ	Golf- Adult- Indian Island Session 3	1	\$120.00
15AS07SUJJ	Golf- Adult- Indian Island Session 4	1	\$120.00
15CS04SUJJ	Lacrosse Camp- Boys	9	\$65.00
15CS35SUJJ	Lacrosse Camp-Girls beginners(Ages 6-8.)	10	\$35.00
15CS03SUJJ	Lacrosse with Jumpbunch- Pee Wee	8	\$50.00
15CS25SUJJ	Lacrosse with Jumpbunch- Pee Wee	8	\$50.00
15YS04SPJJ	Lacrosse with Jumpbunch- Pee Wee	8	\$58.00
15YS03SPJJ	Lacrosse with Jumpbunch-Pee Wee	8	\$58.00
15CS01SUJJ	Pee Wee Sports 1	10	\$35.00
15CS02SUJJ	Pee Wee Sports 2	8	\$35.00
15AS09SPJJ	Pickle Ball Demo	1	\$0.00
15AW11SUJJ	Rowing - Learn to Row for Adults Level 1	5	\$325.00
15AW12SUJJ	Rowing - Learn to Row for Adults Level 2	5	\$325.00
15AW13SUJJ	Rowing - Learn to Row for Adults Level 3	5	\$325.00

15YW10SUJJ	Rowing - Learn to Row for Youth Level 1	5	\$325.00
15YW11SUJJ	Rowing - Learn to Row for Youth Level 2	5	\$325.00
15YW13SUJJ	Rowing - Learn to Row for Youth Level 3	5	\$325.00
15AW02SUJJ	Sailing Classes for Adults- Beginner Session II	2	\$199.00
15YW04SUJJ	Sailing Classes for Teens - Beginner Session I	4	\$199.00
15YW01SUJJ	Sailing Classes for Youth - Beginner Session I	4	\$199.00
15YW02SUJJ	Sailing Classes for Youth - Beginner Session II	4	\$199.00
15YW07SUJJ	Sailing Classes for Youth - Intermediate Session 1	4	\$135.00
15YW09SUJJ	Sailing Lessons for Youth -Semi-Private -Session 1	1	\$40.00
15CS14SUJJ	Soccer Camp with Jumpbunch	8	\$130.00
15YS05SPJJ	Soccer with Jumpbunch- Pee Wee	8	\$58.00
15CS15SUJJ	Softball Camp	12	\$50.00
15SN01SUJJ	Special Needs Adults Carnival/Dance	1	\$0.00
15SN01SPJJ	Special Needs Spring Fling Dance	1	\$0.00
15AS11SUJJ	Spring Pickle ball	1	\$0.00
15AW07SUJJ	Stand-Up Paddleboard August (SUP)	4	\$46.00
15AW03SUJJ	Stand-Up Paddleboard July (SUP)	4	\$46.00
15AS10SPJJ	Summer Pickle ball	1	\$0.00
15CS23SUJJ	Track Camp	10	\$55.00
15CS24SUJJ	Track Camp- Pee Wee	8	\$40.00
15CS31SUJJ	Volleyball Camp	10	\$70.00
15YS11SUJJ	Youth golf August Session (4-6 yrs coed) CJ 50	6	\$65.00
15YS12SUJJ	Youth golf August Session (7-10 yrs coed)	6	\$65.00
15YS09SUJJ	Youth golf July session (4-6 yrs coed)	6	\$65.00
15YS10SUJJ	Youth golf July session (7-10 yrs coed)	6	\$65.00
15YS07SUJJ	Youth golf June Session (4-6 yrs coed)	6	\$65.00
15YS08SUJJ	Youth golf June Session (7-10 yrs coed)	6	\$65.00
15YS17SUJJ	Youth golf May Session (4-6 yrs coed)	6	\$65.00
15YS18SUJJ	Youth golf May Session (7-10 yrs coed)	6	\$65.00
15CS20SUJJ	Youth Tennis Session 1	6	\$58.00
15CS21SUJJ	Youth Tennis Session 2	8	\$58.00
15CS22SUJJ	Youth Tennis Session 3	8	\$58.00
15CS28SUJJ	Football Camp	10	\$235.00
	Title	Min	
	Category	Max	2015 Price
15AE17SUKT	A Walk in the Park	5	\$0.00

15AI07SPKT	Cake Decorating - Fondant - Shirt & Tie	3	\$62.00
15AI06SPKT	Cake Decorating - Fondant - Simple Roses	3	\$62.00
15SUCY28KT	Early Morning - GYCC - Session 1	8	\$40.00
15SUCY29KT	Early Morning - GYCC - Session 2	8	\$40.00
15SUCY30KT	Early Morning - GYCC - Session 3	8	\$40.00
15SUCY31KT	Early Morning - SCHOOL - Session 1	8	\$40.00
15SUCY32KT	Early Morning - SCHOOL - Session 2	8	\$40.00
15SUCY33KT	Early Morning - SCHOOL - Session 3	8	\$40.00
15SUCY22KT	Early Morning - TEEN - Week 1	8	\$20.00
15SUCY23KT	Early Morning - TEEN - Week 2	8	\$20.00
15SUCY24KT	Early Morning - TEEN - Week 3	8	\$20.00
15SUCY25KT	Early Morning - TEEN - Week 4	8	\$20.00
15SUCY26KT	Early Morning - TEEN - Week 5	8	\$20.00
15SUCY27KT	Early Morning - TEEN - Week 6	8	\$20.00
15YI02SUKT	Make Your Own Beach Picture Frame	2	\$12.00
15AI02SUKT	Make Your Own Greeting Cards	2	\$30.00
15SE01SUKT	Parents Night Out	15	\$25.00
15SUCY01KT	Summer Recreation - GYCC- GR1-3-Session 1	15	\$300.00
15SUCY02KT	Summer Recreation - GYCC- GR1-3-Session 2	15	\$300.00
15SUCY03KT	Summer Recreation - GYCC- GR1-3-Session 3	15	\$300.00
15SUCY04KT	Summer Recreation - GYCC- GR4-6-Session 1	15	\$300.00
15SUCY05KT	Summer Recreation - GYCC- GR4-6-Session 2	15	\$300.00
15SUCY06KT	Summer Recreation - GYCC- GR4-6-Session 3	15	\$300.00
15SUCY07KT	Summer Recreation - Henry Pfeifer-Session 1	15	\$300.00
15SUCY08KT	Summer Recreation - Henry Pfeifer-Session 2	15	\$300.00
15SUCY09KT	Summer Recreation - Henry Pfeifer-Session 3	15	\$300.00
15SUCY10KT	Summer Recreation - SCHOOL- GR1-3-Session 1	15	\$300.00
15SUCY11KT	Summer Recreation - SCHOOL- GR1-3-Session 2	15	\$300.00
15SUCY12KT	Summer Recreation - SCHOOL- GR1-3-Session 3	15	\$300.00
15SUCY13KT	Summer Recreation - SCHOOL- GR4-6-Session 1	15	\$300.00
15SUCY14KT	Summer Recreation - SCHOOL- GR4-6-Session 2	15	\$300.00
15SUCY15KT	Summer Recreation - SCHOOL- GR4-6-Session 3	15	\$300.00
15AE15SPKT	Tai Chi & Qi Gong	6	\$88.00
15AE15SUKT	Tai Chi & Qi Gong	6	\$65.00
15AE16SUKT	Tai Chi & Qi Gong on the Beach	6	\$88.00
15SUCY16KT	Teen - Week 1 - Camp	15	\$180.00

15SUCY17KT	Teen - Week 2 - Camp	15	\$180.00
15SUCY18KT	Teen - Week 3 - Camp	15	\$180.00
15SUCY19KT	Teen - Week 4 - Camp	15	\$180.00
15SUCY20KT	Teen - Week 5 - Camp	15	\$180.00
15SUCY21KT	Teen - Week 6 - Camp	15	\$180.00
15YS01SPKT	Youth Night - Grades 5 & 6	0	\$0.00
15SE08SUKT	Touch A Truck	1	\$0.00
	Title	Min	
	Category	Max	2015 Price
15SE10SUCE	18th Annual Snapper Tournament- Adult	50	\$13.00
15SE09SUCE	18th Annual Snapper Tournament- Youth	50	\$7.00
15AI01SPCE	Acrylic Painting	6	\$65.00
15BT09SPCE	Atlantic City	35	\$42.00
15AE19SUCE	Beach Yoga	5	\$50.00
15BT11SPCE	Beatles Brunch W/ Strawberry Fields	39	\$65.00
15AE01SPCE	Belly Dancing	7	\$45.00
15AE01SUCE	Belly Dancing	7	\$45.00
15AE02SPCE	Biggest Loser: 5 C (Spring) (14)	15	\$35.00
15AE02SUCE	Biggest Loser: 7C (Summer) (14)	15	\$42.00
15YA01SPCE	Bright Start Art-Blooming Colors- 3 & 4	6	\$20.00
15YA02SPCE	Bright Start Art-Blooming Colors- 5-7	6	\$20.00
15YA03SPCE	Bright Start Art-Jungle Animals- 3 & 4	6	\$20.00
15YA04SPCE	Bright Start Art-Jungle Animals- 5-7	6	\$20.00
15BT04SUCE	Bronx Zoo	40	\$43.00
15AE03SPCE	Cardio Sculpt (13)M	13	\$48.00
15AED4SPCE	Chinese- Introductory	6	\$45.00
15YED4SPCE	Chinese- Introductory- Ages 6-7	6	\$45.00
15YED5SPCE	Chinese- Introductory- Ages 8-10	6	\$45.00
15YD03SPCE	Contemporary Dance/ A&G Dance Company	5	\$50.00
15YD03SUCE	Contemporary Dance/ A&G Dance Company	5	\$50.00
15YED1SPCE	Creative Writing: Poetry	5	\$45.00
15YED2SPCE	Creative Writing: Short Stories	5	\$45.00
15AE07SPCE	CrossFit Fundamentals-August	5	\$160.00
15AE06SPCE	CrossFit Fundamentals-July	5	\$160.00
15AE05SPCE	CrossFit Fundamentals-June	5	\$160.00

15AE04SPCE	CrossFit Fundamentals-May	5	\$160.00
15CI07SUCE	Dance Camp	5	\$130.00
15AI04SPCE	Dog Obedience 4	5	\$65.00
15BT06SUCE	Ellis Island & The Statue of Liberty	40	\$40.00
15BT03SUCE	Green Dragon & Shady Maple	35	\$70.00
15YD04SPCE	Hip Hop Dance I/ A&G Dance Company	5	\$50.00
15YD04SUCE	Hip Hop Dance I/ A&G Dance Company	5	\$50.00
15YD05SPCE	Hip Hop Dance II/ A&G Dance Company	5	\$50.00
15YD05SUCE	Hip Hop Dance II/ A&G Dance Company	5	\$50.00
15AE23SPCE	Hot Yoga Easy Flow	4	\$115.00
15AE22SPCE	Hot Yoga Vinyasa Flow	7	\$115.00
15SE06SUCE	I Fish NY Clinic	0	\$0.00
15CI02SUCE	Imagination Flix- Incrediflix	7	\$170.00
15YD01SPCE	Intro to Dance/ A&G Dance Company	5	\$50.00
15YD01SUCE	Intro to Dance/ A&G Dance Company	5	\$50.00
15AE09SPCE	Kettlebell Workout Thursday	7	\$42.00
15AE09SUCE	Kettlebell Workout Thursday	7	\$42.00
15AE08SPCE	Kettlebell Workout Tuesday	7	\$42.00
15AE08SUCE	Kettlebell Workout Tuesday	7	\$42.00
15CI03SUCE	Lego Flix- Incrediflix	7	\$185.00
15AA01SUCE	Lifeguard Training- Waterfront	7	\$225.00
15CI01SUCE	Live Action Flix- Incrediflix	7	\$170.00
15CI04SUCE	Minecraft Flix- Incrediflix	7	\$185.00
15AE18SPCE	Morning Yoga	10	\$92.00
15SE05SUCE	Movie In the Park	0	\$0.00
15SE07SUCE	Movies on the Beach- South Jamesport	0	\$0.00
15SE04SUCE	Movies on the Beach- Wading River Beach	0	\$0.00
15BT02SUCE	New York Spring Spectacular at Radio City	41	\$85.00
15BT05SUCE	NY Yankees vs. Detroit Tigers	49	\$55.00
15BT01SUCE	NY Yankees vs. NY Mets	49	\$70.00
15YA03SUCE	Pee Wee Swim- 10:30am	3	\$25.00
15YA02SUCE	Pee Wee Swim- 10am	3	\$25.00
15YA04SUCE	Pee Wee Swim- 11:00am	3	\$25.00
15YA05SUCE	Pee Wee Swim-11:30am	3	\$25.00
15AE26SUCE	Pound Workout	10	\$65.00
15YA10SUCE	Private Swim- IP- 5:00pm	1	\$125.00

15YA11SUCE	Private Swim- IP- 5:30pm	1	\$125.00
15YA12SUCE	Private Swim- IP- 6:00pm	1	\$125.00
15YA13SUCE	Private Swim- IP- 6:30pm	1	\$125.00
15YA25SUCE	Private Swim- WR- 5:00pm	1	\$125.00
15YA26SUCE	Private Swim- WR- 5:30pm	1	\$125.00
15YA27SUCE	Private Swim- WR- 6:00pm	1	\$125.00
15YA28SUCE	Private Swim- WR- 6:30pm	1	\$125.00
15AE14SPCE	RealRyder Indoor Cycling	7	\$130.00
15AE15SPCE	RealRyder Indoor Cycling	7	\$130.00
15AI03WCE	Simply Creative Vegetables	15	\$15.00
15AE13SPCE	Soldier Fitness Training- August	5	\$130.00
15YE05SPCE	Soldier Fitness Training- August	5	\$130.00
15AE12SPCE	Soldier Fitness Training- July	5	\$130.00
15YE04SPCE	Soldier Fitness Training- July	5	\$130.00
15AE10SPCE	Soldier Fitness Training Showcase	5	\$12.00
15YE02SPCE	Soldier Fitness Training Showcase	5	\$12.00
15AE11SPCE	Soldier Fitness Training-June	5	\$130.00
15YE03SPCE	Soldier Fitness Training-June	5	\$130.00
15AED3SPCE	Spanish II	6	\$45.00
15AED2SPCE	Spanish- Introduction	6	\$45.00
15YA16SUCE	Swim Clinic- IP- Breaststroke & Backstroke- Adv	10	\$5.00
15YA14SUCE	Swim Clinic- IP- Breaststroke & Backstroke- Beg	10	\$5.00
15YA17SUCE	Swim Clinic- IP- Freestyle & Butterfly- Advanced	10	\$5.00
15YA15SUCE	Swim Clinic- IP- Freestyle & Butterfly- Beginner	10	\$5.00
15YA21SUCE	Swim Clinic- R- Breaststroke & Backstroke- Adv	10	\$5.00
15YA19SUCE	Swim Clinic- R- Breaststroke & Backstroke- Beg	10	\$5.00
15YA22SUCE	Swim Clinic- R- Freestyle & Butterfly- Advanced	10	\$5.00
15YA20SUCE	Swim Clinic- R- Freestyle & Butterfly- Beginner	10	\$5.00
15YA31SUCE	Swim Clinic- WR- Breaststroke & Backstroke- Adv	10	\$5.00
15YA29SUCE	Swim Clinic- WR- Breaststroke & Backstroke- Beg	10	\$5.00
15YA32SUCE	Swim Clinic- WR- Freestyle & Butterfly- Advanced	10	\$5.00
15YA30SUCE	Swim Clinic- WR- Freestyle & Butterfly- Beginner	10	\$5.00
15YA07SUCE	Swim Lessons- Iron Pier	3	\$25.00
15YA06SUCE	Swim Lessons- Reeves	3	\$25.00
15YA01SUCE	Swim Lessons- South Jamesport	3	\$25.00
15YA08SUCE	Swim Lessons- Wading River	3	\$25.00

15YA33SUCE	Swim Olympics	2	\$0.00
15YE01SPCE	Tae Kwon Do	5	\$40.00
15YE01SUCE	Tae Kwon Do	5	\$40.00
15YD02SPCE	Tap Dance I/ A&G Dance Company	5	\$50.00
15YD02SUCE	Tap Dance I/ A&G Dance Company	5	\$50.00
15YD06SPCE	Tap Dance II/ A&G Dance Company	5	\$50.00
15YD06SUCE	Tap Dance II/ A&G Dance Company	5	\$50.00
15AED1SPCE	The Language of Twitter	10	\$32.00
15BT10SPCE	The NY Renaissance Faire	35	\$45.00
15AE16SPCE	TRX Training Beginners	7	\$130.00
15YA09SUCE	Water Safety Instructor Aide- IP	1	\$25.00
15YA24SUCE	Water Safety Instructor Aide- WR	1	\$25.00
15BT08SUCE	Whitewater Rafting- Class III Rapids	19	\$110.00
15BT07SUCE	Whitewater Rafting EZ- Class I & II Rapids	10	\$98.00
15AE21SPCE	Yogalates Saturday/ A&G Dance Company	5	\$52.00
15AE21SUCE	Yogalates Saturday/ A&G Dance Company	5	\$52.00
15AE20SPCE	Yogalates Tuesday/ A&G Dance Company	5	\$52.00
15AE20SUCE	Yogalates Tuesday/ A&G Dance Company	5	\$52.00
15AED5SPCE	Young Adult Literature for Parents (5)	5	\$45.00
15AE24SUCE	Zumba	10	\$65.00
15AE25SPCE	Zumba Toning	10	\$65.00

TOWN OF RIVERHEAD

Resolution # 226

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

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

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

NOW THEREFORE BE IT RESOLVED, that effective March 24, 2015 through and including December 31, 2015 this Town Board hereby ratifies the appointment of Kristina Amato to the position of Call-In Clerk to be paid the rate of \$15.50 per hour and

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

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter ABSENT

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 227

APPOINTS A CALL-IN RECREATION AIDE TO THE RECREATION DEPARTMENT

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, a Call-In Recreation Aide I, Level 1 is needed by the Riverhead Town Recreation Department.

NOW THEREFORE BE IT RESOLVED, that effective April 8, 2015, this Town Board hereby appoints Miranda Edwards to the position of Call-In Recreation Aide I, Level 1 to be paid the rate of \$8.75 per hour to the Recreation Department and

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

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter ABSENT

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 228

APPOINTS A CALL-IN RECREATION SPECIALIST- ENGLISH/LITERATURE TO THE RECREATION DEPARTMENT

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, a Call-In Recreation Specialist- English/Literature Instructor is needed by the Riverhead Town Recreation Department

NOW THEREFORE BE IT RESOLVED, that effective April 8, 2015, this Town Board hereby appoints Elizabeth Flood to the position of Call-In Recreation Specialist- English/Literature Instructor, Level IX to be paid the rate of \$27.05 per hour to the Recreation Department and

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

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter ABSENT

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 229

APPOINTS A CALL-IN RECREATION LEADER TO THE RECREATION DEPARTMENT

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, a Recreation Leader is needed by the Riverhead Town Recreation Department for work in recreation programs,

NOW THEREFORE BE IT RESOLVED, that effective April 7, 2015 this Town Board hereby appoints Lauren Berry to the position of Call-in Recreation Leader II, Level 8, to be paid the rate of \$16.00 per hour and

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

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter ABSENT

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 230

APPOINTS A CALL-IN RECREATION SPECIALIST- MANDARIN CHINESE INSTRUCTOR TO THE RECREATION DEPARTMENT

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, a Call-In Recreation Specialist- Mandarin Chinese Instructor is needed by the Riverhead Town Recreation Department

NOW THEREFORE BE IT RESOLVED, that effective April 8, 2015, this Town Board hereby appoints Xiao Ling Hu Hansen to the position of Call-In Recreation Specialist- Mandarin Chinese Instructor, Level IX to be paid the rate of \$27.05 per hour to the Recreation Department and

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

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter ABSENT

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 231

APPOINTS A CALL-IN PARK ATTENDANT TO THE RECREATION DEPARTMENT

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, a Park Attendant II is needed by the Riverhead Town Recreation Department for work at the Town parks,

NOW THEREFORE BE IT RESOLVED, that effective April 7, 2015 this Town Board hereby appoints Steven Lomonaco to the position of Call-in Park Attendant II, Level 3, to be paid the rate of \$11.25 per hour and

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

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter ABSENT

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 232

SETS SALARIES FOR 2015 YOUTH BUREAU/MENTORING MATTERS FOR THE RECREATION DEPARTMENT

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, the Town of Riverhead Recreation Department needs to set salaries for 2015 salaries for the Youth Bureau Mentoring Matters Program personnel

NOW THEREFORE BE IT RESOLVED, that effective April 7, 2015, this Town Board sets salaries for the 2015 Youth Bureau/Mentoring Matters Program personnel as part of the Recreation Department

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

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter ABSENT

The Resolution Was Thereupon Duly Declared Adopted



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

Youth Bureau/Mentoring Matters Salary Schedule- 2015

<u>Youth Bureau Rec Aid *</u>		<u>Youth Bureau Rec Aid II (Teacher Certificate)**</u>	
Level 1	\$ 9.80	Level 1	\$ 12.25
Level 2	\$ 10.10	Level 2	\$ 12.60
Level 3	\$ 10.40	Level 3	\$ 13.00
Level 4	\$ 10.70	Level 4	\$ 13.40
Level 5	\$ 11.00	Level 5	\$ 13.80
Level 6	\$ 11.40	Level 6	\$ 14.20
Level 7	\$ 11.70	Level 7	\$ 14.65

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

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

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

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

TOWN OF RIVERHEAD

Resolution # 233

APPOINTS RECREATION AIDES TO THE RECREATION DEPARTMENT

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, seasonal Recreation Aides are needed by the Riverhead Town Recreation Department for the Mentoring Matters Program.

NOW THEREFORE BE IT RESOLVED, that effective April 7, 2015 this Town Board hereby appoints the attached list of Recreation Aides to the Recreation Department

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

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter ABSENT

The Resolution Was Thereupon Duly Declared Adopted



Recreation Department

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

***RECREATION DEPARTMENT APPOINTMENTS
4/7/15 TOWN BOARD MEETING***

<u>Last</u>	<u>First</u>	<u>Title</u>	<u>Level</u>	<u>Start Date</u>	<u>Salary</u>
Anderson	Maria	Youth Bureau Rec Aide	1	4/7/15	\$ 9.80
Andrejack	Kristin	Youth Bureau Rec Aide II	5	4/7/15	\$14.05 **
Flood	Mary	Youth Bureau Rec Aide	6	4/7/15	\$11.40
Harden	Jordan	Youth Bureau Rec Aide	7	4/7/15	\$11.95 *
McCabe	Danielle	Youth Bureau Rec Aide	5	4/7/15	\$11.25 *
Perry	Edwin	Youth Bureau Rec Aide II	1	4/7/15	\$12.25 **
Peters	Caitlyn	Youth Bureau Rec Aide	3	4/7/15	\$10.40
Stephenson	Kyle	Youth Bureau Rec Aide	6	4/7/15	\$14.45 **

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

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

TOWN OF RIVERHEAD

Resolution # 234

AUTHORIZES TOWN CLERK TO PUBLISH AND POST PUBLIC NOTICE OF PUBLIC HEARING TO CONSIDER A PROPOSED LOCAL LAW FOR AN AMENDMENT OF CHAPTER 58 ENTITLED "DOGS" OF THE RIVERHEAD TOWN CODE (Article II. Outdoor Restraint of Pets)

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

RESOLVED, that the Town Clerk is hereby authorized to publish and post the attached public notice to consider a proposed local law to amend Chapter 58 entitled "Dogs" of the Riverhead Town Code, once in the April 16, 2015 issue of the News-Review Newspaper, the newspaper hereby designated as the official newspaper for this purpose, and to post same on the signboard in Town Hall; and be it further

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

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter ABSENT

The Resolution Was Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD
PUBLIC NOTICE**

PLEASE TAKE NOTICE, that a public hearing will be held on the 5th day of May, 2015 at 2__ p.m. at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, to consider a proposed local law to amend Chapter 58 of the Riverhead Town Code entitled, "Dogs" as follows:

Chapter 58
DOGS
ARTICLE II
Outdoor Restraint of Pets

§ 58-15. Definitions.

As used in this article, the following terms shall have the meanings indicated:

PERSON -- Any individual, firm, partnership, corporation, company, society, association, or any organized group of persons, whether incorporated or not.

§ 58-16. Prohibitions.

A. It shall be unlawful for any person to tether, leash, fasten, secure, restrain, chain or tie a dog to any stationary object outdoors or cause such dog to be restrained in a manner that:

- (1) Endangers such dog's health, safety or well-being;
- (2) Restricts such dog's access to suitable and sufficient food and water;
- (3) Does not provide such dog with shelter appropriate to its breed, physical condition, and the climate as defined by § 353-b of the New York State Agriculture and Markets Law; or
- (4) Unreasonably limits the movement of such dog because it is too short for the dog to move around or for the dog to urinate or defecate in a separate area from the area where it must eat, drink or lie down.

B. Notwithstanding the provisions of Subsection A of this section, no person shall tether, leash, fasten, secure, restrain, chain or tie a dog to any stationary object for any amount of time with a device that:

- (1) Is a choke collar or pinch collar, or a similar collar that restrains the dog in such a manner that it impairs the flow of oxygen or blood to the dog which may cause choking, or causes substantial discomfort to the dog;
- (2) Is embedded, partially embedded or may become embedded in such dog's

skin;

(3) Has weights attached or contains links that are more than 1/4 inch thick;

(4) Weighs more than 25% of the dog's total body weight, not to exceed 25 pounds for any dog;

(5) Is less than 10 feet in length;

(6) Because of its design or placement is likely to become entangled;

(7) Is long enough to allow such dog to move outside of its owner's property; or

(8) Would allow the restrained dog to move over an object or edge that could result in the strangulation of or injury to such dog.

C. No person shall tether, leash, fasten, secure, restrain, chain, or tie a dog to any stationary object outdoors for more than 2 hours in any 12 hour period.

§ 58-17. Penalties for offenses.

A. Violation of this article shall constitute a violation, subject to a fine of up to \$500.

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

Dated: Riverhead, New York
April 7, 2015

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

DIANE M. WILHELM, Town Clerk

TOWN OF RIVERHEAD

Resolution # 235

AUTHORIZES THE TOWN CLERK TO PUBLISH AND POST PUBLIC NOTICE TO CONSIDER A LOCAL LAW FOR THE ADDITION OF A NEW CHAPTER ENTITLED "AGRICULTURAL ADVISORY COMMITTEE" TO THE RIVERHEAD TOWN CODE

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

RESOLVED, the Town Clerk is hereby authorized to publish the attached public notice to consider a local law for the addition of a new chapter entitled, "Agricultural Advisory Committee" to the Riverhead Town Code once in the April 16, 2015 issue of the News-Review Newspaper, the newspaper hereby designated as the official newspaper for this purpose, and also to cause a copy of the proposed amendment to be posted on the sign board of the Town; and be it further

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

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter ABSENT

The Resolution Was Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD
PUBLIC NOTICE**

PLEASE TAKE NOTICE that a public hearing will be held before the Town Board of the Town of Riverhead at 200 Howell Avenue, Riverhead, New York on the 5th day of May, 2015 at 2:10 o'clock p.m. to consider a local law for the addition of a new chapter entitled "Agricultural Advisory Committee" of the Riverhead Town Code as follows:

Chapter 2
AGRICULTURAL ADVISORY COMMITTEE

2-1. Purpose.

The purpose of this Agricultural Advisory Committee is to:

- A. Recognize the importance of agriculture as both a vital local economic base and as a land use that provides the Town of Riverhead with much of its rural, rustic character and charm.
- B. Assure the continued viability of farming as an industry which is important to the local economy and to the preservation of open space and vistas.
- C. Provide for the most beneficial relationship between the use of land and buildings and the agricultural practices of the community and to further encourage the wise use and management of the town's natural resources.
- D. Provide the Town Board, Planning Board and other relevant boards/committees with a conduit for recommendations from the agricultural community on the long- and short-term impact of a variety of matters and questions considered by these groups.

2-2. Formation of Committee; membership; terms of office.

- A. The Committee shall be composed of seven members appointed by the Town Board that are residents of the Town of Riverhead from the agricultural community.
- B. The members appointed to the Committee shall serve for a four-year term. Upon initial formation, two members shall serve for a one-year term, two members for a two-year term and all others for a three-year term. Each year thereafter, reappointments or new appointments will be for four-year terms.
- C. Appointments shall be from January 1 through December 31.
- D. Members shall serve without salary.
- E. Any member who fails to attend at least half of the meetings of the Committee in a given calendar year shall be subject to removal from the Committee by a majority vote

of the Committee.

2.3. Powers and duties.

The Committee shall:

A. Review of agriculture related site plan applications and subdivisions.

1. Any site plan that is related to agricultural activities, or that contemplates the use of Transfer Development Rights shall be referred to the Agricultural Advisory Committee for review.
2. Any proposed subdivision of land located in an agricultural zoning district, or land currently used for agriculture shall be referred to the Agricultural Advisory Committee for review.
3. The Committee shall present advice relating to the desirability of such proposed use or subdivision, including advice as to the nature of farming and farm resources within any proposed or established area. The Agricultural Advisory Committee shall have 45 days to respond with a recommendation(s) for the proposed action. The recommendation(s) shall be advisory only.

B. Review of proposed zoning change in agricultural zoning districts.

1. Whenever a proposed zoning, policy change or development (residential, business or industrial) affecting town agricultural zoning districts is presented to the Town Board within or contiguous to a county agricultural district or town agricultural zones, it shall be referred to the Agricultural Advisory Committee for review. The Agricultural Advisory Committee shall have 45 days to respond with a recommendation(s) for the action(s).
2. The Committee shall present advice relating to the desirability of such action, including advice as to the nature of farming and farm resources within any proposed or established area. This recommendation(s) shall include a determination as to whether the proposed action(s) will have an unreasonable adverse effect on the continuing viability of a farm enterprise or enterprises within the county or town agricultural districts. This recommendation(s) shall be advisory only.

C. Review local, county, state and federal legislation affecting agricultural issues and communicate the effect to the appropriate board and/or the Town Board.

D. Serve as a vehicle for communication between the agricultural community and the Town Board.

E. Meet as determined necessary by Committee members, but no less than eight times a year for review and recommendation purposes. These annual review and recommendations shall focus on zoning, planning activities and other actions affecting the Town of Riverhead agricultural community.

F. Submit to the Town Board an annual summary of the activities of the Agricultural Advisory Committee.

- Underscore represents addition(s)

Dated: Riverhead, New York
April 7, 2015

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

DIANE M. WILHELM, Town Clerk

TOWN OF RIVERHEAD

Resolution # 236

AMENDS RESOLUTION #76 OF 2015
(APPROVES THE CHAPTER 90 APPLICATION OF
STRONG ISLAND KIDS – Mountain Bike Race – Saturday, March 28, 2015)

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, in accordance with Resolution #76, adopted on January 21, 2015, the Riverhead Town Board approved the Chapter 90 Application of Strong Island Kids for the purpose of conducting an event entitled “Mountain Bike Race” to be held upon the Schiff Scout Reservation, at 1606 Wading River Manor Road, Wading River, New York, on Saturday, March 28, 2015, between the hours of 8:00 a.m. and 12:00 noon; and

WHEREAS, by letter dated March 24, 2015, Karen Laible, Race Director of Strong Island Kids, advises that due to the large snowfall on March 26, 2015, a decision was made, for safety reasons, to hold off on the event scheduled for March 28th and further requests that the event be rescheduled to April 11, 2015.

NOW THEREFORE BE IT RESOLVED, the Town Board of the Town of Riverhead hereby amends Resolution #76 to reflect the new event date of Saturday, April 11, 2015; and be it further

RESOLVED, that all other terms and conditions of Resolution #76 shall remain in full force and effect; and be it further

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to Strong Island Kids, Attn: Karen Laible, Race Director, 266 Bangor Street, Lindenhurst, New York, 11757; and be it further

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

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter ABSENT

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 237

RATIFIES THE RETENTION OF MCGIFF HALVERSON, LLP FOR LEGAL SERVICES IN THE MATTER OF TOWN OF RIVERHEAD V. GERSHOW RECYCLING OF RIVERHEAD, INC. AND 27 HUBBARD AVENUE ASSOCIATES, LLC SUPREME COURT INDEX #14-10559 AND RELATED LITIGATION

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, the Town Board previously authorized the Office of the Town Attorney to commence an action in Supreme Court, Suffolk County, for the enforcement of Riverhead Town Code violations against the owner, operators, tenants and mortgagees of property located at 27 Hubbard Avenue, Riverhead, New York, further described as Suffolk County Tax Map # 0600-131-1-2.2; and

WHEREAS, the Town Attorney's Office commenced an action in Suffolk County Supreme Court under Index No. 14-10559, and;

WHEREAS, Gershow Recycling of Riverhead, Inc., and 27 Hubbard Avenue Associates, LLC, have commenced and Article 78 Proceeding against the Town of Riverhead, the Town of Riverhead Planning Board, the Town of Riverhead Zoning Board of appeals the Town of Riverhead Building and Planning Administrator under Suffolk County index No. 14-15728, and;

WHEREAS, the Town Attorney's Office has informed the Town Board that the aforementioned matters are related as they contain overlapping parties and issues and that it would be in the best interest of the Town to have the matters handled by the same attorneys, and;

WHEREAS, the Office of the Town Attorney has requested that the Town Board authorize the Town Attorney to retain the services of McGiff Halverson, LLP to be substituted as counsel for the Town of Riverhead, the Town of Riverhead Planning Board, the Town of Riverhead Zoning Board of appeals the Town of Riverhead Building and Planning Administrator in the above-referenced matters, and;

NOW, THEREFORE, BE IT RESOLVED, that the Town Board hereby authorizes the Supervisor to execute a Retainer Agreement determined to be sufficient by the Town Attorney and Consent to Change Attorney; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to the McGiff Halverson, 96 South Ocean Avenue, Patchogue, New York, 11772; and be it further

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

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter ABSENT

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 238

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

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

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

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

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

NOW THEREFORE BE IT RESOLVED, that the Supervisor is hereby authorized to execute the attached agreement authorizing the Town of Riverhead to accept funds from Suffolk County Office for the Aging for the purpose of supplementing the budget of the Town's residential repair program for the elderly residents of Riverhead in an amount not to exceed \$26,316.00 for 2015; and be it further

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

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

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter ABSENT

The Resolution Was Thereupon Duly Declared Adopted

Contract

This Contract (“the Contract”) is between the County of Suffolk (“the County”), a municipal corporation of the State of New York, acting through its duly constituted Office for the Aging (“the Department”), located at the H. Lee Dennison Building, 3rd Floor, 100 Veterans Memorial Highway, P.O. Box 6100, Hauppauge, New York 11788-0099; and

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

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

Term of the Contract: January 1, 2015 through December 31, 2015; with an option, to be exercised at the County’s discretion, to June 30, 2016 on the same terms and conditions herein.

Units of Service: 1,250 Units of Residential Repair
315 Unduplicated Served

Total Cost of the Contract: Shall not exceed \$26,316.00, to be paid as set forth in Articles V and VI, attached.

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

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

Town of Riverhead

County of Suffolk

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

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

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

**Approved:
Department**

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

Name _____ Date _____

Recommended:

By: _____
Linda Halliday
Senior Caseworker
Date _____

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

By: _____
Mary E. Porter
Assistant County Attorney
Date _____



List of Articles

Article I5
Description of Services5
 1. Conflicting Provisions 5
Article IA13
Grievance Procedures14
Article II16
Definitions16
 1. Meanings of Terms 16
 2. Elements of Interpretation..... 17
Article III18
General Terms and Conditions18
 1. Contractor Responsibilities 18
 2. Termination..... 19
 3. Indemnification and Defense 19
 4. Insurance 19
 5. Independent Contractor..... 20
 6. Severability 20
 7. Merger; No Oral Changes 20
 8. Set-Off Rights 20
 9. Non-Discrimination in Services..... 21
 10. Nonsectarian/Nonpartisan Declaration 21
 11. Governing Law 21
 12. No Waiver..... 21
 13. Conflicts of Interest..... 21
 14. Cooperation on Claims 21
 15. Confidentiality 21
 16. Assignment and Subcontracting..... 21
 17. Changes to Contractor..... 22
 18. No Intended Third Party Beneficiaries..... 23
 19. Certification as to Relationships 23
 20. Publications..... 23
 21. Copyrights and Patents..... 23
 22. Arrears to County..... 23
 23. Lawful Hiring of Employees Law in Connection with Contracts for Construction or Future
 Construction..... 23
 24. Certification Regarding Lobbying 24
 25. Record Retention 24
 26. Contract Agency Performance Measures and Reporting Requirements – Local Law No. 41-2013... 24
 27. Notice..... 24
Article IV25
Suffolk County Legislative Requirements.....25
 1. Contractor’s/Vendor’s Public Disclosure Statement 25

2. Living Wage Law..... 25

3. Use of County Resources to Interfere with Collective Bargaining Activities 25

4. Lawful Hiring of Employees Law..... 25

5. Gratuities..... 26

6. Prohibition Against Contracting with Corporations that Reincorporate Overseas 26

7. Child Sexual Abuse Reporting Policy 26

8. Non Responsible Bidder 27

9. Use of Funds in Prosecution of Civil Actions Prohibited..... 27

10. Youth Sports 27

11. Work Experience Participation 27

12. Safeguarding Personal Information of Minors..... 27

13. Contract Agency Performance Measures and Reporting Requirements 27

14. Suffolk County Local Laws Website Address 27

Article V 28

General Fiscal Terms and Conditions 28

1. General Payment Terms..... 28

 a. Presentation of Suffolk County Payment Voucher 28

 b. Voucher Documentation 28

 c. Payment by County 28

 d. Budget Modification 28

 e. Budget and/or Services Revisions..... 28

 f. Taxes 29

 g. Final Voucher..... 29

2. Subject to Appropriation of Funds..... 29

3. Personnel Salaries, Pension and Employee Benefit Plans, Rules and Procedures..... 29

4. Accounting Procedures 29

5. Audit of Financial Statements..... 30

6. Financial Statements and Audit Requirements 30

7. Furniture, Fixtures, Equipment, Materials, Supplies 31

 a. Purchases, Rentals or Leases Requiring Prior Approval 31

 b. Purchase Practices/Proprietary Interest of County..... 31

 c. County’s Right to Take Title and Possession 31

 d. Inventory Records, Controls and Reports 32

 e. Protection of Property in Contractor’s Custody..... 32

 f. Disposition of Property in Contractor’s Custody..... 32

8. Lease or Rental Agreements 32

9. Statement of Other Contracts..... 32

10. Miscellaneous Fiscal Terms and Conditions 32

 a. Limit of County’s Obligations 32

 b. Duplicate Payment from Other Sources..... 32

 c. Funding Identification..... 32

 d. Outside Funding for Non-County Funded Activities..... 33

 e. Potential Revenue 33

 f. Payments Contingent upon State/Federal Funding 33

 g. Denial of Aid..... 33

h. Budget..... 33

i. Payment of Claims 33

j. Payments Limited to Actual Net Expenditures..... 34

k. Travel, Conference, and Meeting Attendance: SOP A-07 Amendment 1 34

l. Salaries..... 34

m. Salary Increases..... 34

n. Contractor Vacancies 34

o. No Limitation On Rights 34

p. Comptroller’s Rules and Regulations 34

Article VI35

Budget

Article I
Description of Services
IIB Residential Repair

Whereas, the Contractor has been identified in the 2015 Suffolk County Adopted Budget under the pseudo code as listed on page one of the Contract to perform the Services for the Department; and

Whereas, the Town of Riverhead has been designated as a line item in the Suffolk County Operating Budget to receive funding; and

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

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

1. Conflicting Provisions

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

2. Goals of the Program

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

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

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

3. General Terms and Conditions

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

- a. The Contractor and all of their subcontractors shall adhere to the terms of the Department’s New York State (NYS) Area Plan, to the extent that the program is a part thereof, and the Department agrees to make the NYS Area Plan available to the Contractor.
- b. The Contractor is to afford priority to servicing those elderly persons whom New York State has identified as the target population (minority, low-income, frail, and vulnerable) in accordance with paragraph 7 below.
- c. The Contractor may not impose a means test of eligibility. No income or asset information may be used to determine eligibility for service notwithstanding any other provisions of this Agreement.

- d. Persons eligible for or receiving the same or a similar service under another government-funded program are not eligible for this service. However, determination of eligibility must be done on an individual basis recognizing specific circumstances as they pertain to the person’s need.
- e. The Contractor may not charge any fees for services.

4. Administration

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

5. Contractor’s Staff

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

6. Coordination

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

7. Targeting and Outreach

- a. The Contractor, to the extent it has discretion regarding to whom it will provide services, must give preference to providing services to those unserved and underserved older adults in greatest social or economic need, particularly those who are low income, low income minorities, older adults with limited English proficiency, Native Americans, and frail/persons with disabilities and older adults residing in rural areas in accordance with their need for such services, and to meet specific objectives established by the Department for providing services to the above groups within the PSA, (OAA §305 (a)(2)(E)). The term “greatest economic need” is defined as the need resulting from an income at or below the poverty levels as established annually by the U.S. Office of Management and Budget. The term "greatest social need" refers to the need caused by non-economic factors which include physical and mental disabilities, language barriers and cultural, social or geographical isolation including isolation caused by racial or ethnic status that restricts an individual’s ability to perform normal daily tasks or threatens the capacity of the individual to live independently (OAA §102 (23 and 24)).

- b. The Contractor agrees to concentrate the services on older adults in the targeted populations identified by the Department following the methods the Department has established for complying with the targeting requirements under the OAA and the Equal Access and Targeting Policy issued by the New York State Office for the Aging. Consistent with the OAA and NYS applicable regulations, including the following laws: the Older Americans Act (OAA), Title III of the Code of Federal Regulations, 45 CFR 1321; the NYS Elder Law and relevant NYS regulations (Title 9, Subtitle Y of the New York State Code of Rules and Regulations); the Contractor's targeting goal is to substantially increase the numbers of older adults from targeted population groups (minority, low-income, frail, vulnerable).
- c. The following target groups have been identified as having the greatest economic and social needs: minority, low income, frail and vulnerable.
- i. **Minority** — persons of Black, Hispanic, Asian, Native American (American Indian), Alaska Native, Native Hawaiian or Other Pacific Islander origins. Persons whose origins are of two (2) or More Races or who are identified as being in a racial category different from those above (other than white) may be included (see the Other Race or two (2) or More Races categories, defined below).
- a) Black - refers to a person who has origins in any of the Black racial groups of Africa. This includes, for example, persons who self report as Black, African American, Kenyan, Nigerian, Haitian or other applicable identification.
- b) Hispanic (or Latino) - refers to a person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin regardless of race. Hispanic origin can be viewed as the heritage, nationality group, lineage, or country of birth of the person or the person's parents or ancestors before their arrival in the United States. People who identify their origin as Hispanic, Latino, or Spanish may be any race.
- c) Asian - refers to a person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent, including, but not limited to, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.
- d) American Indian or Alaska Native - refers to a person having origins in any of the original peoples of North and South America (including Central America) and who maintains tribal affiliation or community attachment. This category includes people who indicated their race(s) as "American Indian or Alaska Native" or reported their enrolled or principal tribe, such as Navajo, Blackfeet, Inupiat, Yup'ik, and/or Central American or South American Indian groups.
- e) Native Hawaiian or Other Pacific Islander - refers to a person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

f) Other Race or two (2) or More Races - this category includes persons who self-identify as multiracial, mixed, interracial, or a racial category other than white, not included in the descriptions above.

ii. **Low — Income**-Persons with incomes at or below 100% of the poverty level.

iii. **Frail** — Persons with one or more functional deficits in the following areas:

- a) Physical functions;
- b) Mental functions;
- c) Activities of daily living (eating, bed/chair transfer, dressing, bathing, toiletry and continence); and/or,
- d) Instrumental activities of daily living (meal preparation, housekeeping, shopping, medications, telephone, travel, and money management).

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

v. **Vulnerable** — Persons with a deficit of social resources, those who are isolated socially, linguistically or geographically, and/or those affected by other environmental conditions including the following:

- a) Language barriers; Limited English Proficiency - Individuals who do not speak English as their primary language and who have a limited ability to read, write, speak, or understand English may be limited English proficient, and may be eligible to receive language assistance with respect to a particular type of service, benefit, or encounter.
- b) Rural residence;
- c) Persons with disabilities;
- d) Institutionalized or at risk of institutionalization;
- e) Lesbian, gay, bisexual, transgender (LGBT) older adults;
- f) Low literacy;
- g) Older adult caregivers of children with developmental disabilities, mental illness, or other disabilities requiring a caretaker (e.g., traumatic brain injury);
- h) Homebound; and,
- i) Alzheimer’s or other Dementia.

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

8. Equal Access

a. The Contractor shall comply with requirements for equal access including language accessibility, nondiscrimination and concentration of services on target populations.

- b. The Contractor shall adopt staffing procedures which provide for services to be delivered in a language other than English in areas where a significant number of clients do not speak English as their principal language.
- c. The Contractor shall provide maximum accessibility to those older adults in greatest economic or social need, and ensure that new sites be free from architectural barriers that limit participation of disabled older individuals (NYS regulations, Title 9, Subtitle Y, §6652.2 (I)). Accessibility requirements include provision of services and assistive devices (including assistive technology services and devices) designed to meet the unique needs of older individuals who are disabled, and of older individuals who provide uncompensated care to their adult children with disabilities. Providers must ensure that communications with individuals with disabilities are as effective as communications with others (ADA, 28 CFR 35.160-35.164). For example, auxiliary aids and services may include:
- For individuals who are deaf or hard of hearing: qualified interpreters, note takers, computer-aided transcription services, written materials, telephone handset amplifiers, assistive listening systems, telephones compatible with hearing aids, closed caption decoders, open and closed captioning, telecommunications devices for deaf persons (TDDs), videotext displays, and exchange of written notes.
 - For individuals with vision impairments: qualified readers, taped texts, audio recordings, Brailled materials, large print materials, and assistance in locating items.
 - For individuals with speech impairments: TDDs, computer terminals, speech synthesizers, and communication boards.
- d. Additionally, consistent with the Civil Rights Act of 1964, Title VI, the Title VI regulations, federal Executive Order 13166, and the NYS Human Rights Law. All AAAs and subcontractors are required by law to take reasonable steps to provide meaningful access to limited English proficient persons. All aging services providers, are obligated to provide reasonable, timely, and appropriate language assistance to the limited English proficiency (LEP) populations each serves.

Mandated Action:

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

9. Reporting Requirements

One (1) unit of service is equal to one (1) hour of residential repair/renovation service.

- a. The Contractor shall submit to the Department monthly reports covering program activity and expenses incurred during the reporting period. Such reports must be submitted to the Department by the tenth (10th) day of the month following the period being reported, and be on a form specified by the Department and shall comply with all procedures required by the Department for the proper payment of vouchers and audits.

- b. Financial reports, or vouchers, also must never contain the names of the clients served, but may be coded to indicate the particular client served.
- c. The Contractor must at a minimum determine and maintain the following specific type of demographic information for each individual receiving services.

Demographics

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

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

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

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

10. Incident Reporting

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

11. Confidentiality

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

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

12. Promotions and Advertisements

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

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

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

13. Contributions

- a. The Contractor may not impose a means test of eligibility. No income or asset information may be used to determine eligibility for service notwithstanding any other provisions of this Contract. Any Suffolk resident sixty (60) years of age or older is eligible to receive this service.
- b. The Contractor has the obligation to inform each recipient of the service, of the opportunity to make a completely voluntary and anonymous contribution toward the cost of the service. Service may not be denied, however, if a person is unable or unwilling to make a contribution. An audit trail of all incoming contributions received must be reported monthly. All contributions are used to expand the service. The letter sent to each recipient annually informing him/her of these facts must include the sources of funding for the program and must include the following information:
Contributions to this (these) service(s) are completely voluntary and anonymous. Service will not be denied if you are unable or unwilling to contribute. Any contribution you wish to make will be used to expand the program and will be greatly appreciated.
- c. Individuals with self-declared incomes at or above 185% of the federal poverty line will be encouraged to contribute at levels based on the actual cost of services.

14. Participant Comments & Satisfaction Surveys

Pursuant to the NYS Office for the Aging Regulations Section 6654.8, the Contractor shall develop and implement procedures to obtain the views of program participants about the services they receive. Copies of records of such views shall be maintained for at least seven (7) program years and shall be available to the Department for inspection upon request. Such method shall respect the client's right to

confidentiality. In any event, at conclusion of the service, but not less often than annually, the Contractor shall send each recipient an evaluation letter and survey in the form approved by the Department, informing him/her of the sources of funding for the program and including the following information:

Contributions are welcomed and are used to expand this service.

15. Monitoring

a. Financial Transactions

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

b. Program

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

16. Grievance Procedures

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

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



Judy Doll
Director

Debbie Schwarz
Senior Center Manager

Karen Westwood
MOW's Coordinator

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

Donna Trojanowski
Asst. Center Manager

January 7, 2015

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

Dear Ms. Kandell:

Attached please find the budget and program narrative for 111B RESIDENTIAL REPAIR for the funding period January 1, 2015 through December 31, 2015.

The Program is a free service designed to help eliminate many of the safety hazards that often plague the older population. The clients are informed a donation would be appreciated, but understand all contributions are voluntary and no one will be denied services because of inability or unwillingness to contribute. Senior Citizens 60 years and over who own or rent their homes, and who are physically or financially unable to do these jobs themselves, are eligible to use the program. The services we provide include building ramps and/or 4" steps to ease ambulation, installing safety bars in bathrooms, and various other minor home repairs, allowing our senior population to age in their own homes and community.

The Senior Citizen population in the Town of Riverhead is 26%. In the past year, our unduplicated count was 300 seniors and 1,055 units of service. The goal for the upcoming budget year is to increase the unduplicated count by 5% and provide 1250 units of service.

This past year, we have successfully targeted for services just under 10% of the minorities in Riverhead, and continue to reach out to all the elderly minority groups including the frail, disabled and low-income seniors who are isolated from their families. This was accomplished through direct communication with our SAMS assessors for meals on wheels and our congregate program, follow up phone calls and talking directly with congregate members at the Senior Center where our offices are located. Also, special events are well attended and those attendees are informed about our program. Spanish flyers are still being distributed to the community as well.

We will continue to speak to Riverhead's minority groups to educate the population about the program. The First Baptist Church, represented at the Center each week for the Project Care Program, has been able to reach out to many seniors. In addition, we are working closely with our Community Development Office to cross reference any minority senior applications. Monthly menus and activity calendars are also distributed to places where seniors congregate. We have had been successful with a monthly newsletter highlighting our programs.

Town of Riverhead will ensure access for services to the four target groups which have the greatest economic and social needs. These groups are: minorities, low income, frail and vulnerable person of the age of 60. This will also include those with Limited English Proficiency (LEP), and lesbian, gay, bisexual, and transgender (LGBT) older adults. We have recently established a relationship with a representative from SAGE (Services and Advocacy for Gay, Lesbian, Bisexual and Transgender Elders). Copies of their monthly newsletter are made available at our Center.

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

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

Sincerely,

Judy Doll
Director

**Article IA
Grievance Procedures**

1. Purpose

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

2. Notifying Participants of the Right to File a Grievance

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

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

3. Grievance Process

a. Filing of grievances must follow the following process:

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

b. Investigation and Response to Grievance:

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

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

overturn the decision. The subsequent review shall be completed within forty-five (45) days of receipt of the request by the older individual and the grievant will be notified in writing of the result of the subsequent review.

c. Appeal of Initial Response/Decision

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

4. Record Keeping

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

5. Confidentiality

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

End of Article 1A

Article II
Definitions

1. Meanings of Terms

As used herein:

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

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

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

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

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

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

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

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

“Department” means the signatory department approving the Contract.

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

“Event of Default” means

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

process; or

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

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

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

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

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

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

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

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

“State” means the State of New York.

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

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

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

2. Elements of Interpretation

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

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

End of Text for Article II

**Article III
General Terms and Conditions**

1. Contractor Responsibilities

a. Duties and Obligations

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

b. Qualifications, Licenses, and Professional Standards

The Contractor represents and warrants that it has, and shall continuously possess, during the Term, the required licensing, education, knowledge, experience, and character necessary to qualify it to render the Services.

The Contractor shall continuously have during the Term all required authorizations, certificates, certifications, registrations, licenses, permits, and other approvals required by Federal, State, County, or local authorities necessary to qualify it to render the Services.

c. Notifications

- i.) The Contractor shall immediately notify the County, in writing, of any disciplinary proceedings, commenced or pending, with any authority relating to a license held by any person necessary to qualify him, her, or the Contractor to perform the Services.
- ii.) In the event that a person is no longer licensed to perform the Services, the Contractor must immediately notify the County, but in no event shall such notification be later than five (5) days after a license holder has lost the license required to qualify the license holder or the Contractor to perform the Services.
- iii.) In the event that the Contractor is not able to perform the Services due to a loss of

license, the Contractor shall not be reimbursed for the Services rendered after the effective date of termination of such license. Without limiting the generality of the foregoing, if any part of the Contract remains to be performed, and the termination of the license does not affect the Contractor’s ability to render the Services, every other term and provision of the Contract shall be valid and enforceable to the fullest extent permitted by law.

d. Documentation of Professional Standards

The Contractor shall maintain on file, in one location in Suffolk County, all records that demonstrate that it has complied with subparagraphs (b) and (c) above. The address of the location of the aforesaid records and documents shall be provided to the County no later than the date of execution of the Contract. Such documentation shall be kept, maintained, and available for inspection by the County upon twenty-four (24) hours notice.

e. Credentialing

- i.) In the event that the Department, or any division thereof, maintains a credentialing process to qualify the Contractor to render the Services, the Contractor shall complete the required credentialing process. In the event that any State credential, registration, certification or license, Drug Enforcement Agency registration, or Medicare or Medicaid certification is restricted, suspended, or temporarily or permanently revoked, it is the duty of the Contractor to contact the Department, or division thereof, as the case may be, in writing, no later than three (3) days after such restriction, suspension, or revocation.
- ii.) The Contractor shall forward to the Department, or division thereof, as the case may be, on or before July 1 of each year during the Term, a complete list of the names and addresses of all persons providing the Services, as well as their respective areas of certification, credentialing, registration, and licensing.

f. Engineering Certificate

In the event that the Contract requires any Engineering Services, the Contractor shall submit to the County, no later than the due date for submission for approval of any engineering work product, the Certificate of Authorization (“Certificate”), issued pursuant to § 7210 of the New York Education Law, of every person performing any Engineering Services. The

failure to file, submit, or maintain the Certificate shall be grounds for rejection of any engineering work product submitted for approval.

rights set forth in paragraphs 1(c) (iii) and 8 of this Article III.

2. Termination

a. Thirty Days Termination

The County shall have the right to terminate the Contract without cause, for any reason, at any time, upon such terms and conditions it deems appropriate, provided, however, that no such termination shall be effective unless the Contractor is given at least thirty (30) days notice.

b. Event of Default; Termination on Notice

i.) The County may immediately terminate the Contract, for cause, upon such terms and conditions it deems appropriate, in the Event of Default.

ii.) If the Contractor defaults under any other provision of the Contract, the County may terminate the Contract, on not less than five (5) days notice, upon such terms and conditions it deems appropriate.

c. Termination Notice

Any notice providing for termination shall be delivered as provided for in paragraph 27 of this Article III.

d. Duties upon Termination

i.) The Contractor shall discontinue the Services as directed in the termination notice.

ii.) Subject to any defenses available to it, the County shall pay the Contractor for the Services rendered through the date of termination.

iii.) The County is released from any and all liability under the Contract, effective as of the date of the termination notice.

iv.) Upon termination, the Contractor shall reimburse the County the balance of any funds advanced to the Contractor by the County no later than thirty (30) days after termination of the Contract. The provisions of this subparagraph shall survive the expiration or termination of the Contract.

v.) Nothing contained in this paragraph shall be construed as a limitation on the County's

3. Indemnification and Defense

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

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

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

4. Insurance

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

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

ii.) Automobile Liability insurance (if any

non-owned or owned vehicles are used by the Contractor in the performance of the Contract) in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) per person, per accident, for bodily injury and not less than One Hundred Thousand Dollars (\$100,000.00) for property damage per occurrence. The County shall be named an additional insured.

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

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

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

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

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

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

f. All evidence of insurance shall provide for the County to be notified in writing thirty (30) days prior to any cancellation, nonrenewal, or material change in the

policy to which such evidence relates. It shall be the duty of the Contractor to notify the County immediately of any cancellation, nonrenewal, or material change in any insurance policy.

g. In the event the Contractor shall fail to provide evidence of insurance, the County may provide the insurance required in such manner as the County deems appropriate and deduct the cost thereof from a Fund Source.

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

5. Independent Contractor

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

6. Severability

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

7. Merger; No Oral Changes

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

8. Set-Off Rights

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

9. Non-Discrimination in Services

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

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

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

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

10. Nonsectarian/Nonpartisan Declaration

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

11. Governing Law

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

12. No Waiver

It shall not be construed that any failure or forbearance of the County to enforce any provision of the Contract in any particular instance or instances is a waiver of that provision. Such provision shall otherwise remain in full force and effect, notwithstanding any such failure or forbearance.

13. Conflicts of Interest

The Contractor shall not, during the Term, pursue a course of conduct which would cause a reasonable person to believe that he or she is likely to be engaged in acts that create a substantial conflict between its obligations under the Contract and its private interests. The Contractor is charged with the duty to disclose to the County the existence of any such adverse interests, whether existing or potential. This duty shall continue as long as the Term. The determination as to whether or when a conflict may potentially exist shall ultimately be made by the County Attorney after full disclosure is obtained.

14. Cooperation on Claims

The Contractor and the County shall render diligently to each other, without compensation, any and all cooperation that may be required to defend the other party, its employees and designated representatives, against any claim, demand or action that may be brought against the other party, its employees or designated representatives arising out of, or in connection with, the Contract.

15. Confidentiality

Any document of the County, or any document created by the Contractor and used in rendering the Services, shall remain the property of the County and shall be kept confidential in accordance with applicable laws, rules, and regulations.

16. Assignment and Subcontracting

a. The Contractor shall not delegate its duties under the Contract, or assign, transfer, convey, subcontract, sublet, or otherwise dispose of the Contract, or any of its right, title or interest therein, or its power to execute the

Contract, or assign all or any portion of the monies that may be due or become due hereunder, (collectively referred to in this paragraph 16 as “Assignment”), to any other person, entity or thing without the prior written consent of the County, and any attempt to do any of the foregoing without such consent shall be void ab initio.

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

17. Changes to Contractor

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

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

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

c. The Contractor shall notify the County in writing, which notice (the “Transfer Notice”) shall include:

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

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

e. Notwithstanding the County’s consent,

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

18. No Intended Third Party Beneficiaries

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

19. Certification as to Relationships

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

20. Publications

Any book, article, report, or other publication related to the Services provided pursuant to this Contract shall contain the following statement in clear and legible print:

“This publication is fully or partially funded by the County of Suffolk.”

21. Copyrights and Patents

a. Copyrights

Any and all materials generated by or on behalf of the Contractor while performing the Services (including, without limitation, designs, images, video, reports, analyses, manuals, films, tests, tutorials, and any other work product of any kind) and all intellectual property rights relating thereto (“Work Product”) are and shall be the sole property of the County. The Contractor hereby assigns to the County its entire right, title and interest, if any, to all Work Product, and agrees to do all acts and execute all documents, and to use its best efforts to ensure that its employees, consultants, subcontractors, vendors and agents do all acts and execute any documents, necessary to vest ownership in the County of any and all Work Product.

The Contractor may not secure copyright protection. The County reserves to itself, and the Contractor hereby gives to the County, and to any other person designated by the County, consent to produce, reproduce, publish, translate, display or otherwise use the Work Product. This paragraph shall survive any completion, expiration or termination of this Contract.

The County shall be deemed to be the author of all the Work Product. The Contractor acknowledges that all Work Product shall constitute “work made for hire” under the

U.S. copyright laws. To the extent that any Work Product does not constitute a “work made for hire,” the Contractor hereby assigns to the County all right, title and interest, including the right, title and interest to reproduce, edit, adapt, modify or otherwise use the Work Product, that the Contractor may have or may hereafter acquire in the Work Product, including all intellectual property rights therein, in any manner or medium throughout the world in perpetuity without compensation. This includes, but is not limited to, the right to reproduce and distribute the Work Product in electronic or optical media, or in CD-ROM, on-line or similar format.

b. Patents

If the Contractor develops, invents, designs or creates any idea, concept, code, processes or other work or materials during the Term, or as a result of any Services performed under the Contract (“patent eligible subject matter”), it shall be the sole property of the County. The Contractor hereby assigns to the County its entire right, title and interest, if any, to all patent eligible subject matter, and agrees to do all acts and execute all documents, and to use its best efforts to ensure that its employees, consultants, subcontractors, vendors and agents do all acts and execute any documents, necessary to vest ownership in the County of any and all patent eligible subject matter. The Contractor may not apply for or secure for itself patent protection. The County reserves to itself, and the Contractor hereby gives to the County, and to any other person designated by the County, consent to produce or otherwise use any item so discovered and/or the right to secure a patent for the discovery or invention. This paragraph shall survive any completion, expiration or termination of this Contract.

22. Arrears to County

Contractor warrants that, except as may otherwise be authorized by agreement, it is not in arrears to the County upon any debt, contract, or any other lawful obligation, and is not in default to the County as surety.

23. Lawful Hiring of Employees Law in Connection with Contracts for Construction or Future Construction

In the event that the Contract is subject to the Lawful Hiring of Employees Law of the County of Suffolk, Suffolk County Code Article II of Chapter 353, as more fully set forth in the Article entitled “Suffolk County Legislative Requirements,” the Contractor shall maintain the documentation mandated to be kept by this law on the construction site at all times. Employee sign-in sheets and register/log books shall be kept on the construction site at all times and all covered employees, as defined in the law, shall be required to sign such sign-in sheets/register/log books to indicate their presence on the construction site during such working hours.

24. Certification Regarding Lobbying

Together with this Contract and as a condition precedent to its execution by the County, the Contractor shall have executed and delivered to the County the Certification Regarding Lobbying (if payment under this Contract may exceed \$100,000) as required by Federal regulations, and shall promptly advise the County of any material change in any of the information reported on such Certification, and shall otherwise comply with, and shall assist the County in complying with, said regulations as now in effect or as amended during the term of this Contract.

25. Record Retention

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

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

a. If payment under this Contract may exceed \$50,000, it is subject to the requirements of Suffolk County Local Law No. 41-2013, a Local Law to Implement Performance Measurement to Increase Accountability and Enhance Service Delivery by Contract Agencies (Article VIII of Chapter 189 of the Suffolk County Code) as set forth in Exhibit 2 entitled "Suffolk County Legislative Requirements."

b. The Contractor shall cooperate with the Department in all aspects necessary to help carry out the requirements of the Law. Based on criteria established by the Contractor in conjunction with the Department, the Contractor shall submit monthly reports regarding the Contractor's performance relative to the established criteria, on dates and times as specified by the Department.

c. The Contractor shall submit an annual report to the Department regarding the Contractor's performance no later than July 31 of each year of the Term. All performance data and reports will be subject to audit by the Comptroller.

27. Notice

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

End of Text for Article III

Article IV
Suffolk County Legislative Requirements

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

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

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

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

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

2. Living Wage Law

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

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

Required Forms:

Suffolk County Living Wage Form LW-1; entitled “Suffolk County Department of Labor – Living Wage Unit Notice of Application for County Compensation (Contract).”

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

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

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

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

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

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

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

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

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

4. Lawful Hiring of Employees Law

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

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

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

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

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

Under the provisions of the Lawful Hiring of Employees Law, the County shall have the authority to terminate the

Contract for violations of this Law and to seek other remedies available under the law.

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

Required Forms:

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

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

5. Gratuities

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

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

6. Prohibition Against Contracting with Corporations that Reincorporate Overseas

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

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

7. Child Sexual Abuse Reporting Policy

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Article

II of Chapter 880 of the Suffolk County Code.

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

8. Non Responsible Bidder

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

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

9. Use of Funds in Prosecution of Civil Actions Prohibited

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

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

10. Youth Sports

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

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

11. Work Experience Participation

If the Contractor is a not-for-profit or governmental agency or institution, each of the Contractor's locations in the County at which the Services are provided shall be a work site for public-assistance clients of Suffolk County pursuant

to Chapter 281 of the Suffolk County Code at all times during the Term of the Contract. If no Memorandum of Understanding (“MOU”) with the Suffolk County Department of Labor for work experience is in effect at the beginning of the Term of the Contract, the Contractor, if it is a not-for-profit or governmental agency or institution, shall enter into such MOU as soon as possible after the execution of the Contract and failure to enter into or to perform in accordance with such MOU shall be deemed to be a failure to perform in accordance with the Contract, for which the County may withhold payment, terminate the Contract or exercise such other remedies as may be appropriate in the circumstances.

12. Safeguarding Personal Information of Minors

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

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

13. Contract Agency Performance Measures and Reporting Requirements

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Suffolk County Local Law No. 41-2013, a Local Law to Implement Performance Measurement to Increase Accountability and Enhance Service Delivery by Contract Agencies (Article VIII of Chapter 189 of the Suffolk County Code).

All contract agencies having a contract in excess of \$50,000 shall cooperate with the contract’s administering department to identify the key performance measures related to the objectives of the service the contract agency provides and shall develop an annual performance reporting plan. The contract agency shall cooperate with the administering department and the County Executive’s performance management team to establish working groups to identify appropriate performance indicators for monthly evaluation of the contract agency’s performance measures.

14. Suffolk County Local Laws Website Address

Suffolk County Local Laws, Rules and Regulations can be accessed on the homepage of the Suffolk County Legislature.

End of Text for Article IV

Article V
General Fiscal Terms and Conditions

1. General Payment Terms

a. Presentation of Suffolk County Payment Voucher

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

b. Voucher Documentation

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

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

c. Payment by County

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

d. Budget Modification

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

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

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

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

e. Budget and/or Services Revisions

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

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

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

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

f. Taxes

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

g. Final Voucher

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

2. Subject to Appropriation of Funds

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

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

i.) determine how to pay for the Services;

ii.) determine future payments to the Contractor; and

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

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

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

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

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

ii.) personnel rules and procedures;

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

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

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

4. Accounting Procedures

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

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

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

6. Financial Statements and Audit Requirements

- a. Notwithstanding any other reporting or certification requirements of Federal, State, or local authorities, the Contractor shall obtain the services of an independent licensed public accountant or certified public accountant (the "Auditor") to audit its financial statements for each Contractor's "fiscal year" in which the Contractor has received, or will receive, three hundred thousand (\$300,000.00) dollars or more from the County, whether under the Contract or other agreements with the County, and shall submit a report to the County on the overall financial condition and operations of the Contractor, including a balance sheet and statement of income and expenses, attested by the Auditor as fairly and accurately reflecting the accounting records of the Contractor in accordance with generally accepted accounting principles. The Contractor may solicit requests for proposals from a number of qualified accounting firms and review carefully the costs of, and qualifications for, this type of work before selecting the Auditor.

b. The Auditor should be required to meet the following minimum requirements:

- i.) a current license issued by the New York State Education Department;
- ii.) sufficient auditing experience in the not-for-profit, governmental or profit-making areas, as applicable; and
- iii.) a satisfactory peer review issued within not more than three (3) years prior to the date when the Auditor was selected to conduct the audit.

c. The audit must be conducted in accordance with generally accepted governmental auditing standards. Financial statements must clearly differentiate between County-funded programs and other programs that the Contractor may be operating. The use of subsidiary schedules should be encouraged for this purpose. The Auditor must also prepare a Management Letter based on the audit.

d. In the event the Contractor is a not-for-profit organization or unit of local government and expends five hundred thousand (\$500,000.00) dollars or more of Federal monies, whether as a recipient expending awards received directly from Federal awarding agencies, or as a

5. Audit of Financial Statements

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

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

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

7. Furniture, Fixtures, Equipment, Materials, Supplies

a. Purchases, Rentals or Leases Requiring Prior Approval

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

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

b. Purchase Practices/Proprietary Interest of County

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

c. County's Right to Take Title and Possession

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

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

d. Inventory Records, Controls and Reports

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

e. Protection of Property in Contractor’s Custody

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

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

f. Disposition of Property in Contractor’s Custody

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

8. Lease or Rental Agreements

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

9. Statement of Other Contracts

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

10. Miscellaneous Fiscal Terms and Conditions

a. Limit of County’s Obligations

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

b. Duplicate Payment from Other Sources

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

c. Funding Identification

The Contractor shall promptly submit to the

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

d. Outside Funding for Non-County Funded Activities

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

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

e. Potential Revenue

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

f. Payments Contingent upon State/Federal Funding

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

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

g. Denial of Aid

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

h. Budget

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

i. Payment of Claims

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

j. Payments Limited to Actual Net Expenditures

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

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

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

l. Salaries

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

m. Salary Increases

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

n. Contractor Vacancies

The County shall have the right of prior approval of the Contractor’s filling of any vacant position as of the date of execution of the Contract or as may thereafter become vacant, and, in the

exercise of that right. The County may promulgate reasonable regulations involving filling of vacancies which shall be deemed to be incorporated by reference in, and be made part of, the Contract, provided, however, that subject to the availability of funding, approval for the hiring of replacement clerical shall be a Contractor determination.

o. No Limitation On Rights

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

p. Comptroller’s Rules and Regulations

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

End of Text for Article V

Article VI

Budget

Town of Riverhead
IIB Residential Repair Program
January 1, 2015 - December 31, 2015

PERSONNEL	<u>\$27,166</u>
Workers	27,166
<u>TOTAL</u>	<u>\$27,166</u>
Less Anticipated Income	(850)
<u>NET REIMBURSABLE</u>	<u>\$26,316</u>

TOWN OF RIVERHEAD

Resolution # 239

**AUTHORIZES THE SUPERVISOR TO EXECUTE AN AGREEMENT
AUTHORIZING THE TOWN TO ACCEPT FUNDS FROM SUFFOLK COUNTY
OFFICE FOR THE AGING FOR THE PURPOSE OF SUPPLEMENTING THE
TOWN'S NUTRITION PROGRAM FOR THE ELDERLY**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

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

WHEREAS, Suffolk County Office for the Aging is interested in defraying in part the costs for meals incurred by the Senior Citizen Department; and

WHEREAS, the Senior Citizen Department is interested in supplementing its budget regarding the costs for meals incurred by the Senior Citizen Department; and

NOW, THEREFORE, BE IT RESOLVED, that the Town Board Supervisor hereby authorizes the Supervisor to execute the attached agreement authorizing the Town of Riverhead to accept funds from Suffolk County Office for the Aging for the purpose of supplementing the budget of the Town's Nutrition Program for the elderly in an amount not to exceed \$258,113.00 for 2015/2016; and be it further

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

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

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter ABSENT

The Resolution Was Thereupon Duly Declared Adopted

Consultant/Personal Services - Nutrition Program for the Elderly

Consultant/Personal Services Contract

This Contract ("the Contract") is between the County of Suffolk ("the County"), a municipal corporation of the State of New York, acting through its duly constituted Office for the Aging ("the Department"), located at the H. Lee Dennison Building - 3rd Floor, 100 Veterans Memorial Highway, Hauppauge, New York (Mailing address: P.O. Box 6100, Hauppauge, New York 11788-0099); and

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

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

Term of the Contract: Shall be from January 1, 2015 through December 31, 2015, with an option to extend, to be exercised at the County's discretion, through June 30, 2016 on the same terms and conditions herein.

Total Meals: Daily Congregate: 67 - Not to exceed 16,683 annually Not to exceed \$ 79,912 annually Daily Home-Delivered Meals: 101 - Not to exceed 26,361 annually Not to exceed \$178,201 annually

Total Cost of the Contract: Shall not exceed \$258,113.00 as set forth in Article II, attached.

Terms and Conditions: Shall be as set forth in Articles I and II and Exhibits 1 and 2, attached hereto and made a part hereof and Contractor's Response to RFQ No. 001/2011/MVK and associated addendum on file in the Department and which are incorporated herein as if the same were repeated herein in full.

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

Town of Riverhead

County of Suffolk

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

By: Dennis M. Cohen Chief Deputy County Executive Date

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

Approved: Department

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

Date Signature

Recommended:

By: Michelle Belsky Date Food Service Supervisor

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

By: Mary E. Porter Assistant County Attorney Date



Consultant/Personal Services - Nutrition Program for the Elderly

List of Articles & Exhibits

List of Articles & Exhibits

Article I

Description of Services

Article IA

Grievance Procedures

Article II

Financial Terms and Conditions

1. Conflicting Provisions
2. General Payment Terms
3. Agreement Subject to Appropriation of Funds
4. Accounting Procedures
5. Audit
6. Comptroller's Rules and Regulations for Consultant's Agreements
7. Financial Statements and Audit Requirements
8. Statement of Other Contracts
9. Miscellaneous Fiscal Terms and Conditions
10. Specific Payment Terms and Conditions

Exhibit 1

County Terms and Conditions

1. Elements of Interpretation
2. Meanings of Terms
3. Contractor Responsibilities
4. Qualifications, Licenses, and Professional Standards
5. Notifications
6. Documentation of Professional Standards
7. Credentialing
8. Engineering Certificate
9. Termination
10. Indemnification and Defense
11. Insurance
12. Independent Contractor
13. Severability
14. Merger; No Oral Changes
15. Set-Off Rights
16. Non-Discrimination in Services
17. Nonsectarian/Nonpartisan Declaration
18. Governing Law
19. No Waiver
20. Conflicts of Interest
21. Cooperation on Claims
22. Confidentiality
23. Assignment and Subcontracting

Consultant/Personal Services - Nutrition Program for the Elderly

24. Changes to Contractor
25. No Intended Third Party Beneficiaries
26. Certification as to Relationships
27. Publications
28. Copyrights and Patents
29. Arrears to County
30. Lawful Hiring of Employees Law in Connection with Contracts for Construction or Future Construction
31. Record Retention
32. Certification Regarding Lobbying
33. Notice

Exhibit 2

Suffolk County Legislative Requirements

1. Contractor's/Vendor's Public Disclosure Statement
2. Living Wage Law
3. Use of County Resources to Interfere with Collective Bargaining Activities
4. Lawful Hiring of Employees Law
5. Gratuities
6. Prohibition Against Contracting with Corporations that Reincorporate Overseas
7. Child Sexual Abuse Reporting Policy
8. Non Responsible Bidder
9. Use of Funds in Prosecution of Civil Actions Prohibited
10. Youth Sports
11. Work Experience Participation
12. Safeguarding Personal Information of Minors
13. Suffolk County Local Laws Website Address

Article II

Financial Terms and Conditions

1. Conflicting Provisions
2. General Payment Terms
3. Agreement Subject to Appropriation of Funds
4. Accounting Procedures
5. Audit
6. Comptroller's Rules and Regulations for Consultant's Agreements
7. Specific Payment Terms and Conditions

Exhibit 1

County Terms and Conditions

1. Elements of Interpretation
2. Meanings of Terms
3. Contractor Responsibilities
4. Qualifications, Licenses, and Professional Standards
5. Notifications
6. Documentation of Professional Standards
7. Credentialing
8. Engineering Certificate
9. Termination
10. Indemnification and Defense
11. Insurance

Consultant/Personal Services - Nutrition Program for the Elderly

12. Independent Contractor
13. Severability
14. Merger; No Oral Changes
15. Set-Off Rights
16. Non-Discrimination in Services
17. Nonsectarian Declaration
18. Governing Law
19. No Waiver
20. Conflicts of Interest
21. Cooperation on Claims
22. Confidentiality
23. Assignment and Subcontracting
24. Changes to Contractor
25. No Intended Third Party Beneficiaries
26. Certification as to Relationships
27. Publications
28. Copyrights and Patents
29. Arrears to County
30. Lawful Hiring of Employees Law in Connection with Contracts for Construction or Future Construction
31. Record Retention
32. Certification Regarding Lobbying
33. Notice

Exhibit 2

Suffolk County Legislative Requirements

1. Contractor's/Vendor's Public Disclosure Statement
2. Living Wage Law
3. Use of County Resources to Interfere with Collective Bargaining Activities
4. Lawful Hiring of Employees Law
5. Gratuities
6. Prohibition Against Contracting with Corporations that Reincorporate Overseas
7. Child Sexual Abuse Reporting Policy
8. Non Responsible Bidder
9. Use of Funds in Prosecution of Civil Actions Prohibited
10. Youth Sports
11. Work Experience Participation
12. Safeguarding Personal Information of Minors
13. Contract Agency Performance Measures and Reporting Requirements
14. Suffolk County Local Laws Website Address

Consultant/Personal Services - Nutrition Program for the Elderly

Article I
Description of Services
Town of Riverhead
Nutrition Program for the Elderly

Whereas, the County issued a Request for Qualifications (“RFQ”) on July 28, 2011; and

Whereas, the Contractor submitted a proposal in response to such RFQ; and

Whereas, the County has selected the Contractor to provide the services as set forth herein;

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

1. Conflicting Provisions

In the event of any conflict between any provision in this Article I and an exhibit to this Contract, the exhibit shall prevail unless it is expressly stated in the conflicting provision in this Article I, that it shall prevail over the exhibit.

2. General Description of Services

The Contractor shall provide a Nutrition Program for the Elderly to improve, maintain or delay the decline in the nutritional status of persons sixty (60) years of age and older and help them to remain independent in their own homes and communities, as more specifically detailed in Contractor’s Response to RFQ No. 001/2011/MVK and associated addendum on file in the Department and which are incorporated herein as if the same were repeated herein in full.

3. Adherence to Regulations

- a. The Contractor must comply with the regulations and statutes applicable to the conduct of the Nutrition Program for the Elderly contained in Title III of the Federal Older Americans Act (42 U.S.C.A. §3030e et seq.) as required by the United States Department of Health and Human Services, its Administration on Aging, the New York State Office for the Aging, and Aging; and/or New York Executive Law Article 19-J, 9 NYCRR Section 6654.10 and Section 6654.11.
- b. The Contractor and all of their subcontractors shall adhere to the terms of the Departments NYS Area Plan, to the extent that the program is a part thereof, and the Department agrees to make the NYS Area Plan available to the Contractor.
- c. The Contractor shall provide all nutrition services in conformity to New York State Office for the Aging requirements which are incorporated in the Suffolk County Office for the Aging Policy and Procedure Manuals (Appendices) and will adhere to the requirements of the Suffolk County Office for the Aging Technical Assistance Packet (see Appendices).

Consultant/Personal Services - Nutrition Program for the Elderly

- d. The Contractor shall adhere to the program specifications as outlined on the Summary Sheet(s) for either Congregate Program or Home Delivered Programs as submitted for RFQ No. 001/2011/MVK, which may be modified and is (are) attached and made part of the Contract.
- e. The Contractor shall adhere to the specifications as submitted in the Contractor's Response to Section IV – Technical Services for RFQ No. 001/2011/MVK and the Contractor's specifications for Targeting, Outreach and Equal Access, which are attached and made part of this Contract.
- f. 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 Contract, to comply with all applicable rules, regulations and requirements of law, including without limitation, the Americans with Disabilities Act, and the Technical Assistance Packet, receipt of a copy of which is acknowledged.

4. Caterer's Contract

The Contractor shall provide a copy of the current caterer's contract if applicable.

5. Applicable to All Programs

- a. In general, but without limitation, the Contractor shall be required to meet the criteria listed below:
 - i. Each meal must provide a minimum of one-third of the Dietary Recommended Intakes ("DRI") for the sixty (60)-plus age group as established by the Food and Nutrition Board of the National Academy of Sciences, National Research Council with menus developed under the supervision of, and approved by, the Department on a (6) six-week cycle. Special low salt and basic diabetic diets must be provided to those clients requiring such upon physician's order. The meal pattern and the amounts must follow those set forth by the New York State Office for the Aging. All aspects of food preparation and service must meet the standards of the Suffolk County Department of Health Services, e.g., safe temperature of food – hot entrée always served at a minimum of 140°F, salad and other cold items served at 41°F or below. There shall be no more than two (2) hours between the time of completion of cooking and the beginning of serving for foods which need to be held at temperatures above 140 degrees F. For home-delivered meals, this applies to the last meal served on the route.
 - ii. The Contractor shall cooperate with and accept direction from the Department's staff.
 - iii. All nutrition programs which cook on site must hold a complete sample of each day's meal(s), including all components except milk and bread, in the refrigerator for five (5) days for testing purposes. All nutrition programs which serve catered meals must hold a complete sample of each day's meal(s), including all components except milk and bread, if possible, or hold three (3) tablespoons of each meal component, in the refrigerator for five (5) days for testing purposes.

Consultant/Personal Services - Nutrition Program for the Elderly

- iv. All congregate sites will develop and maintain emergency plans for weather and evacuation. A copy of the plan will be submitted to the Department at least annually and in the event of modifications to the plans.
 - v. The County will not reimburse for meals ordered by the Contractor from a caterer who is directly paid by the County in instances where those meals are not served or verified as eligible. The cost of those unserved meals will be deducted from the Contractor's voucher for the month in which they were ordered but not served or verified.
- b. **Specifications for Congregate Meal Programs**
- i. Persons sixty (60) years of age or older or who are the spouse of an eligible individual regardless of age are eligible to participate in the congregate program. Congregate meals may be available to handicapped or disabled persons under sixty (60) years of age who reside with eligible congregate participants. There is no means test to qualify. The standardized National Aging Program Information System (NAPIS) Client Registration Form (see also Policy & Procedure Manual) or New York State (NYS) Short form must be completed for all participants annually, or more frequently if the client's circumstances change.
 - ii. The Contractor's preparation site where the food is prepared, processed, and/or packaged must meet Suffolk County Department of Health Services and/or State Department of Health regulations. Consistent with these regulations, all food handlers who prepare or work with food must have a Food Manager's Certificate. Periodic physical examinations may be required. Further, the Contractor shall assure that such employees observe good habits of personal hygiene. The Contractor must provide the Department with a copy of the most recent Suffolk County Department of Health Services Food Establishment Inspection Report, and any subsequent reports issued during the term of the Contract. The Contractor must provide evidence that any violations cited on said report have been corrected and that the preparation site remains in compliance with Suffolk County Department of Health Services and/or State Department of Health regulations.
 - iii. The nutrition site shall be open as stated on the Summary Sheet, which is attached and made part of this Contract; fully staffed, during regular business hours based on local need and available funding. Holiday schedules are to be posted one month in advance at the nutrition site. The Contractor shall submit copies of all holiday schedules and staff vacations to the Department.
 - iv. The Contractor must provide participant transportation as needed and supportive services as appropriate to the needs and abilities of each participant. Supportive services include nutrition education, information and referral, outreach, public information, recreation, shopping assistance, socialization and volunteer activities. Nutrition education and training must include speakers and/or presentations. Flyers and hand-outs by themselves are not considered nutrition education.
 - v. When viewed as a whole, transportation services must be accessible to people with disabilities as required by the Americans with Disabilities Act of 1990 (P.L. 101-336) and the regulations thereunder (49 CFR part 37).

Consultant/Personal Services - Nutrition Program for the Elderly

- vi. The Contractor must abide by standards set forth under both Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 (P.L. 101-336) and the regulations thereunder (28 CFR Parts 35 and 36) which require that all programs and facilities (buildings, restrooms, etc.) must be accessible to the handicapped.
 - vii. The site manager shall work closely with the Department's staff and other local agency staff to provide a full array of supportive services for participants.
- c. **Specifications for Home-Delivered Meal Programs**
- i. Eligibility must be determined prior to the delivery of service by using the standardized Comprehensive Assessment Tool (COMPASS – Form) (see also Policy & Procedures Manual – Appendices). Each client receiving home-delivered meals must be reassessed at appropriate intervals based on each client's situation, but in no instance less frequently than at least once in each (12) twelve-month period. The Contractor will also make a (6) six-month contact in the form of a home visit or a telephone call.
 - ii. Once eligibility has been determined an assessment for the client MUST be completed prior to meal(s) served. In emergency situations, a meal may be served prior to the completed assessment with approval from SCOFA. In this instance, an assessment must be completed within five (5) days. Failure to comply with this policy could result in a loss of reimbursement for meals served prior to an assessment being completed.
 - iii. The packaging of meals must meet the standards of the Suffolk County Department of Health Services. Aluminum foil partitioned containers are recommended. In order to maintain safe food temperatures in delivery, equipment approved by the National Sanitation Foundation must be purchased. Menus, whenever possible and feasible, should be sent to the clients.
 - iv. The Contractor must provide supportive services to the homebound client according to his or her specific needs. The frequency of the supportive services will be determined by the individual assessment. Nutritional counseling and education must be included in this service.
 - v. The Contractor shall provide a meal for those holidays and/or weather emergencies that fall on a weekday. The holiday/emergency meals may be frozen or canned and must be delivered the last business day before the holiday or weather emergency. In addition, an emergency supply of shelf-stable food should be made available twice a year for weather related emergencies. A list of suggested food items is available from the Department (See Policy & Procedure Manuals).

6. Administration

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

Consultant/Personal Services - Nutrition Program for the Elderly

- b. Program Staff shall attend meetings and training as requested by the Department.
- c. Attendance by site managers at site managers' meetings and training sessions is mandatory. Transportation to these meetings must be accomplished without decreasing transportation services to the program.

7. Contractor's Staff

- a. The Contractor agrees to employ adequate numbers of qualified staff and supervisory personnel to meet all the specifications and responsibilities of the program in an orderly, punctual and reliable manner and to assure the health, safety, and welfare of participants. Personnel involved in all aspects of food handling and preparation are to be in good health and trained to ensure the safety standards of the food prepared and served. A full-time manager/supervisor will direct and coordinate the daily operations. All meetings and trainings required by the County are to be attended by the appropriate staff. The Contractor will have on file with the Department the procedures to be followed by workers and other staff in case of emergency.
- b. The County shall have the right to prior approval of the filling of any site manager position and the home-delivered meal assessor, and shall be advised by the Contractor of the duties and compensation of all personnel assigned to the Nutrition Program for the Elderly Program.

8. Coordination

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

9. Targeting and Outreach

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

Consultant/Personal Services - Nutrition Program for the Elderly

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

The following target groups have been identified as having the greatest economic and social needs: minority, low income, frail and vulnerable.

- i. **Minority** - persons of Black, Hispanic, Asian, Native American (American Indian), Alaska Native, Native Hawaiian or Other Pacific Islander origins. Persons whose origins are of Two (2) or More Races or who are identified as being in a racial category different from those above (other than white) may be included (see the Other Race or Two (2) or More Races categories, defined below).
 - a) Black - refers to a person who has origins in any of the Black racial groups of Africa. This includes, for example, persons who self-report as Black, African American, Kenyan, Nigerian, Haitian or other applicable identification.
 - b) Hispanic (or Latino) - refers to a person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin regardless of race. Hispanic origin can be viewed as the heritage, nationality group, lineage, or country of birth of the person or the person's parents or ancestors before their arrival in the United States. People who identify their origin as Hispanic, Latino, or Spanish may be any race.
 - c) Asian - refers to a person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent, including, but not limited to, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.
 - d) American Indian or Alaska Native - refers to a person having origins in any of the original peoples of North and South America (including Central America) and who maintains tribal affiliation or community attachment. This category includes people who indicated their race(s) as "American Indian or Alaska Native" or reported their enrolled or principal tribe, such as Navajo, Blackfeet, Inupiat, Yup'ik, and/or Central American or South American Indian groups.
 - e) Native Hawaiian or Other Pacific Islander - refers to a person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
 - f) Other Race or Two (2) or More Races - this category includes persons who self-identify as multiracial, mixed, interracial, or a racial category other than white, not included in the descriptions above.
- ii. **Low – Income** - Persons with incomes at or below 100% (150% for WIN) of the poverty level.
- iii. **Frail** – Persons with one or more functional deficits in the following areas:
 - a. Physical functions;
 - b. Mental functions;

Consultant/Personal Services - Nutrition Program for the Elderly

- c. Activities of daily living (eating, bed/chair transfer, dressing, bathing, toiletry and continence); and/or,
- d. Instrumental activities of daily living (meal preparation, housekeeping, shopping, medications, telephone, travel, and money management).

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

- iv. **Vulnerable** – Persons with a deficit of social resources, those who are isolated socially, linguistically or geographically, and/or those affected by other environmental conditions including the following:

- a) Language barriers; Limited English Proficiency - Individuals who do not speak English as their primary language and who have a limited ability to read, write, speak, or understand English may be limited English proficient, and may be eligible to receive language assistance with respect to a particular type of service, benefit, or encounter.
- b) Rural residence;
- c) Persons with disabilities;
- d) Institutionalized or at risk of institutionalization;
- e) Lesbian, gay, bisexual, transgender (LGBT) older adults;
- f) Low literacy;
- g) Older adult caregivers of children with developmental disabilities, mental illness, or other disabilities requiring a caretaker (e.g., traumatic brain injury);
- h) Homebound; and,
- i) Alzheimer's or other Dementia.

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

10. Equal Access

- a. The Contractor shall comply with requirements for equal access including language accessibility, nondiscrimination and concentration of services on target populations.
- b. The Contractor shall provide maximum accessibility to those older adults in greatest economic or social need, and new sites shall be free from architectural barriers that limit participation of disabled older individuals (NYS regulations, Title 9, Subtitle Y, §6652.2 (l)). Accessibility requirements include provision of services and assistive devices (including assistive technology services and devices) designed to meet the unique needs of older individuals who are disabled, and of older individuals who provide uncompensated care to their adult children with disabilities. Providers must ensure that communications with individuals with disabilities are as effective as communications

Consultant/Personal Services - Nutrition Program for the Elderly

with others (ADA, 28 CFR 35.160-35.164). For example, auxiliary aids and services may include:

- For individuals who are deaf or hard of hearing: qualified interpreters, note takers, computer-aided transcription services, written materials, telephone handset amplifiers, assistive listening systems, telephones compatible with hearing aids, closed caption decoders, open and closed captioning, telecommunications devices for deaf persons (TDDs), videotext displays, and exchange of written notes.
 - For individuals with vision impairments: qualified readers, taped texts, audio recordings, Brailled materials, large print materials, and assistance in locating items.
 - For individuals with speech impairments: TDDs, computer terminals, speech synthesizers, and communication boards.
- c. Additionally, consistent with the Civil Rights Act of 1964, Title VI, the Title VI regulations, federal Executive Order 13166, and the NYS Human Rights Law, all subcontractors are required by law to take reasonable steps to provide meaningful access to limited English proficient persons. All aging services providers are obligated to provide reasonable, timely, and appropriate language assistance to the limited English proficiency (LEP) populations each serves.

Mandated Action:

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

11. Reporting Requirements

- a. For reports required for this fee-for-service Contract, one (1) unit of service is equal to one (1) meal. For Nutrition Education, each participant of a group or individual session receives one (1) unit of service. For Transportation, one (1) unit of service is each one (1) way trip per person.
- b. The following forms and reports are required by the County to meet the standards of the Nutrition program:
- i. **Monthly Program Reports**

Copies of the participant daily sign-in sheets must be received in the Department by the eighth (8th) day following month's end.

The units of service/unduplicated count report, including targeting results, is due the eighth (8th) day following month's end.

The activity report is due one (1) week prior to the month reported.

Menu forms are due four (4) weeks prior to the serving cycle.
 - ii. **Monthly Fiscal Reports**

Consultant/Personal Services - Nutrition Program for the Elderly

Suffolk County Office for the Aging Forms NPAG 2 (congregate), NPAG 3 (home-delivered), NPAG 4 and NPAG 5 are due the eighth (8th) day following month's end. NPAG 4 and 5 are to be signed in ink by the site manager where indicated. The forms listed above are found in the Policy and Procedure Manual (see Appendices).

iii. Demographics

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

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

Size of Family Unit	100 % of Poverty Threshold	150% of Poverty Threshold	185% of Poverty Threshold
1	\$11,770/year	\$17,655/year	\$21,774.50/year
2	\$15,930/year	\$23,895/year	\$29,470.50/year

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

c. Electronic Reporting

- i. The Contractor shall maintain electronic records on all program participants using the most currently approved form provided by the Department and compliant with State and Federal reporting requirements. Data for all participants must be updated monthly.
- ii. In order to comply with electronic reporting requirements, the Contractor must have adequate computer equipment and software available to support the approved form.
- iii. NAPIS required registration must be completed for all congregate and home-delivered meal participants. The congregate NY Short Form or NAPIS Client Registration Form and home delivered NY Comprehensive AFM form or subsequent approved assessment tool(s) must be entered electronically in SAMS 3 or in subsequent County approved computer systems. All participant data must be entered completely by the twelfth (12th) of each month for the previous month's data.

Consultant/Personal Services - Nutrition Program for the Elderly

- iv. Home-delivered meal participants must have eligibility determined 1) prior to the delivery of service using the NAPIS required NY Comprehensive AFM form or subsequent approved assessment tool, or 2) in cases where there is a documented emergency; the assessment must be done within five (5) working days of service delivery. The Contractor shall contact the Department's Nutrition Unit of any occurrence whereby the assessment is not completed under 1) or 2) above. Each participant receiving home-delivered meals must be reassessed at appropriate intervals based on each participant's situation, but in no instance less frequently than at least once in each (12) twelve-month period. The Contractor will also make a (6) six-month contact in the form of a home visit or a telephone call. The assessment and subsequent reassessments must be entered electronically and completed by the twelfth (12th) of each month for the previous month's data.

12. Incident Reporting

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

13. Confidentiality

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

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

14. Promotions and Advertising

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

Consultant/Personal Services - Nutrition Program for the Elderly

Purchased with Federal Funding:

Funding provided by the
U.S. Dept. of Health and Human Services
Through the New York State Office for the Aging
and the
Suffolk County Office for the Aging

Purchased with State/County Funding:

Funding provided by the
New York State Office for the Aging
through Suffolk County

- b. Any announcement of the program on radio or television must identify funding in the same manner.
- c. The provisions of this paragraph shall prevail over any conflicting provisions of Exhibit I Paragraph 27.

15. Contributions

- a. The Contractor has the obligation to inform each recipient of the service of the opportunity to make a completely voluntary and anonymous contribution toward the cost of the service. Service may not be denied if a person is unable or unwilling to make a contribution. The Contractor must maintain an audit trail of all incoming contributions and make monthly reports of any contributions received. All contributions must be used to enhance services. All printed materials used for the program must include the sources of funding for the Program and must include the following information:

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

- b. Each recipient of service must be informed in writing of the opportunity to contribute at least annually.
- c. In the congregate setting, the Contractor must provide a locked box and envelopes for the suggested meal donations for the participants in order to protect the confidentiality of program participants' identities and the amount which they contribute. The suggested donation amount will be determined through consultation with the Suffolk County Office for the Aging and the Site Council.
 - i. All sites must post the suggested contribution for program participants.
 - ii. Price of the meal for guests must be posted.
 - iii. The above two (2) amounts are to be posted near the locked box.
- d. For home-delivered meal participants, the Contractor must provide envelopes for the suggested meal donations of the participants in order to protect the confidentiality of the program participants' identities and the amount which they contribute.
- e. The Contractor must encourage individuals with self-declared incomes at or above 185% of the federal poverty guideline to contribute at levels based on the actual cost of services.

16. Soliciting Participant Comments & Satisfaction Surveys

Pursuant to the NYS Office for the Aging Regulations Section 6654.8, the Contractor shall develop and implement procedures to obtain the views of program participants about the services they receive. Copies of records of such views shall be maintained for at least five (5) program

Consultant/Personal Services - Nutrition Program for the Elderly

years and shall be available to the Department for inspection upon request. Such method shall respect the client's right to confidentiality. In any event, at the conclusion of the service, but not less often than annually, the Contractor shall send each recipient an evaluation letter and survey in the form approved by the Department, informing him/her of the sources of funding for the program and including the following information:

Contributions are welcomed and are used to expand this service.

17. Monitoring**a. Financial Transactions**

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

b. Program

The Contractor agrees to permit the Department's staff and staff of the New York State Office for the Aging to review program records and to monitor training, supervision and services at any time.

18. Grievance Procedures

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

19. Certificate of Incorporation

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

The remainder of this page is intentionally left blank

GENERAL FOOD SPECIFICATIONS

FOOD SPECIFICATIONS FOR CYCLE MENUS

Meat or Alternate

Meats - USDA Choice or Better

Preservatives, tenderizers, or coloring agents may not be added to any fresh meat or fresh meat product.

Vegetables and Fruits

All fresh fruits and fresh vegetables **must not contain bisulfates**.

All fresh fruits and fresh vegetables must be washed.

<u>Fresh Fruit</u>	<u>Minimum Size</u>
Oranges	113
Apples	120
Bananas	150

½ cup represents drained weight of fruits and vegetables

Frozen Vegetables - Grade A - Fancy (USDA)

Canned Vegetables - Grade A - Fancy (USDA)

Margarine - from liquid vegetable oil and fortified with Vitamin A

Bread/Alternate - whole grain or enriched

Instant Mashed Potatoes must be fortified with Vitamin C

Milk - Vitamin A & D fortified skim or low-fat milk -- Three (3) days lead time from day of service

Desserts

Gelatin - fortified with Vitamin C

Milk-based puddings used for pudding mix

Canned Fruits - Grade A - Fancy (USDA)

Canned Fruit Juices - Grade A - Fancy (USDA) - fortified with Vitamin C

Frozen Fruits - Grade A - Fancy (USDA)

All foods shall be obtained from State or Federal inspected plants.

End of Text for Article I

**Contractor's Response to RFQ No. 001/2011/MVK
For Nutrition Programs for the Elderly &
Targeting, Outreach and Equal Access
Copy of Caterers Agreement and
Performance Measurements Attachment**

Town of Riverhead



Judy Doff
Director

Debbie Schwarz
Senior Center Manager

Karen Westwood
MOW's Coordinator

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

Donna Trojanowski
Asst. Center Manager

February 9, 2015

Ms. Joanne Kandell, Principal Accountant
Suffolk County Department for Aging
100 Veterans Memorial Highway POB 6100
Hauppauge, New York 11788

Re: WIN 1/1/15– 12/31/15

Dear Ms. Kandell:

The Town of Riverhead will again contract with the Suffolk County Office for Aging for the WIN funding January 1, 2015 through December 31, 2015. These funds are greatly appreciated, for they enable us to provide nutritionally balanced hot noontime meals to our congregate and homebound seniors Monday through Friday.

As mandated in the contract agreement, all congregate participants are required to re-register annually, filling out and updating the mandated 'blue' registration card. The Site Manger reviews all information and subsequently enters/updates each individual's data into the SAMS computer program, using NAPIS (National Aging Programs Information System). Every time a member comes to the Center, they must manually sign in and have their bar-coded ID card scanned, enabling us to track their attendance and congregate meals participation. The roster will be closed out at the end of each day and sent electronically to SCOFA. To maintain compliance with the rules and regulations set by SCOFA, the data on all new congregate participants will be recorded into the computer by the 8th of the following month, and all monthly stats and monthly reports will be completed and mailed to SCOFA by the 8th of each month as well.

Services for our Home delivered meal clients are similarly recorded and tracked. Prior to receiving meals, an initial phone intake will be taken, which will then be followed by an in-home visit by the meals on wheels assessor, who will complete the NY Comprehensive AFM assessment on every homebound client. The information compiled will be recorded into SAMS within 48 hours, and the hardcopy of the PDS will be kept in a secure, locked location in individual client folders.

In an ongoing effort to reach low income, isolated seniors, minorities, and the frail and disabled, we continue to reach out to both church groups, local news media and television stations to help 'spread word' on the services we offer. Riverhead Senior Programs will ensure access for services to the four target groups which have the greatest economic and social needs. These groups are: minorities, low income, frail and vulnerable persons of the age

of 60, and include those with Limited English Proficiency (LEP), lesbian, gay, bisexual, and transgender (LGBT) older adults. We have recently established a relationship with a representative from SAGE (*Services and Advocacy for GLBT Elders*) and have made available at our Center, copies of their monthly newsletters.

We continue to maintain a contract with LanguageLine Solutions, who provides the LEP senior population with no-cost translation services in multiple languages. Throughout the building, we have posted the signs provided to us by LanguageLine which read: "*Point to your language. An interpreter will be called. The interpreter is provided at no cost to you*". This statement is written in twenty different languages and posted throughout the building. Office staff is aware of the availability of the services and have been trained in, and are provided with, the procedures and phone numbers needed to assist seniors with easy access to telephonic interpretation.

Information concerning our services, programs and events are explained in our brochures, newsletters and informational flyers, and are available at the Center, distributed to local churches, medical facilities and doctors' offices, and/or mailed upon request to residents' w/i the township. In addition, the town's Recreation Department gives us a small section to advertise in their seasonal brochures, which are mailed to every household in the town, we use local media to market our information on the radio, TV and the internet.

As Department Head for the Seniors Department, I am part of the town's Emergency Preparedness Team and partake in the town's emergency meetings as they are scheduled, usually from 72 hours out. The information and training learned in the early stages of a 'situation' allows the Department to prepare well in advance, and each staff member takes an active role in keeping our seniors prepared and informed. Extra food is kept on hand for emergencies, enabling us to prepare and send out additional meals to the homebound, should we not be able to reach their homes during the emergency. Working in conjunction with the Police Department, a list of special needs individuals is established should the need to evacuate arise, and until we are able to resume delivery by vehicle, we maintain daily phone contact with all homebound clients.

The projection for donations during the 2015-2016 fiscal year is estimated at \$22,000 for congregate and \$25,000 for Home Delivered Meals.

Should you have any questions, please do not hesitate to contact me at (631)722-4444 ext. 241, or by fax at (631)722-8761. Thank you.

Sincerely,



Judy Doll
Senior Programs Director

SUMMARY – FOR HOME-DELIVERED NUTRITION PROGRAMS 2015

PROPOSER: Town of Riverhead

GEOGRAPHIC CATCHMENT AREA:

1698, 1699, 1697-01, 1697-02

PROVIDE ONE COPY OF THIS SUMMARY SHEET FOR EACH PROGRAM CATCHMENT AREA. YOU MAY MAKE PHOTOCOPIES OF THIS FORM.

TARGET COMMUNITY: Riverhead Township includes portions of WR Calvert, Riverhead Aqueduct, Jamesport, S. Jamesport targeting 60+ elderly/frail

HOME-DELIVERED CATERED COOK ON SITE

101

~~170~~ Number of meals to be served each day – Home-Delivered

5 Number of days per week for program

Circle days of program

(M) (T) (W) (TH) (F)

8 Hours of operation each day

3.50 Suggested contribution amount

Location for home delivered site:

Riverhead Jr. Citizen Human Resource Center
600 Shade Tree Lane Aqueduct, NY

Location of program administration if different from home delivered site:

Please state any additional information affecting service delivery:

OFFICE USE ONLY:

SUMMARY – FOR CONGREGATE NUTRITION PROGRAMS 2015

PROPOSER: Town of Riverhead

GEOGRAPHIC CATCHMENT AREA:

1698, 1699, 1697-01, 1697-02

PROVIDE ONE COPY OF THIS SUMMARY SHEET FOR EACH PROGRAM CATCHMENT AREA. YOU MAY MAKE PHOTOCOPIES OF THIS FORM.

TARGET COMMUNITY: Riverhead Township includes portion of WR Calverton, Riverhead, Agushave, Jamesport, S. Jamesport, targeting 60+ elderly / frail elderly

CONGREGATE CATERED COOK ON SITE

67 Number of meals to be served each day – Congregate

5 Number of days per week for program

Circle days of program

(M) (T) (W) (TH) (F)

8 Hours of operation each day

3.00 Suggested contribution amount to be posted

Location for congregate site:

Riverhead Sr. Citizen Human Resource Center
60 Shade Tree Lane Agushave, NY

Location of program administration, if different from congregate site:

Please state any additional information affecting service delivery:

OFFICE USE ONLY:

Attachment

2015 PERFORMANCE MEASUREMENTS FOR THE NUTRITION PROGRAMS

Each Nutrition Contractor will be evaluated annually using the following performance measurements.

1. Each Contractor must report total meals served monthly no later than the twelfth (12th) of the month. These numbers will be compared to the percentage of the contract term elapsed.

2. Each Contractor will be monitored annually by the S.C. Office for the Aging staff for programmatic compliance and for kitchen safety. Below are listed the areas to be monitored that will receive numerical values for compliance.
 - A. **Programmatic** (each section is worth 10 points.)
 1. Service activity / Performance
 2. Targeting
 3. Staffing
 4. Accountability / reporting
 5. Security
 6. Service practices

 - B. **Kitchen** (each section is worth 10 points)
 7. Menus
 8. Certifications/ signs
 9. Meal service
 10. Sanitation / storage

Consultant/Personal Services - Nutrition Program for the Elderly

**Article IA
Grievance Procedures****1. Purpose**

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

2. Notifying Participants of the Right to File a Grievance

- a. The Contractor shall inform all participants in the program of the right to file a grievance. A summary of the procedures, including a statement that assistance to file shall be provided to older persons, must be prominently posted at service delivery sites or offices at which participants and service applicants apply for services. Summaries must be in a format approved by the Department and shall also be written in languages other than English where required to serve the client/applicant population. Service participants shall be informed of the grievance procedures through written and verbal statements provided to them upon assessment and/or reassessment for services.
- b. A participant or applicant who is denied services by the Contractor and the Department program monitor must be given the reasons for the denial. The denial shall be confirmed in writing and the applicant informed of the right to file a grievance and to whom the grievance shall be addressed. For services which are applied for by telephone or verbally, in person, the client may be told of the right to file a grievance verbally.

3. Grievance Process

- a. Filing of grievances must follow the following process:
 - i. Participants must submit their grievances in writing to the Department's Program Administrator.
 - ii. The grievance should be filed within thirty (30) days of denial, reduction or termination of services, or of the event or circumstances with which the participant is dissatisfied. The Department's Program Administrator may grant an extension for good cause shown.
 - iii. The grievance should be filed on the form approved by the Department, which shall include a written statement setting forth in detail the date, time and circumstances that are the basis of the complaint.
- b. Investigation and Response to Grievance:
 - i. The designated reviewer who performs the initial review shall investigate the grievance, including, as appropriate, meeting with the grievant and other persons involved in the action(s) complained of or in the denial of services.
 - ii. The reviewer shall review all pertinent facts and/or documents, and shall determine whether the agency action was made in accordance with lawful procedures (that is,

Consultant/Personal Services - Nutrition Program for the Elderly

consistent with applicable OAA and or State laws, regulations and policies) and supported by the facts.

- iii. The designated reviewer shall prepare and send a written response to the grievant and to the Department's Director within fifteen (15) days after the grievance is filed. The response shall set forth the circumstances relating to the grievance, the action requested by the grievant, the findings of the reviewer, a proposed remedial action, if any, and reason(s) for and facts relied on in the determination.

c. **Appeal of Initial Response/Decision:**

- i. The grievant may initiate a request for subsequent review by the Department's Director within twenty (20) calendar days following receipt of notification by the Program Administrator of the decision.
- ii. The Department's Director shall request copies of the initial file on the complaint in question. The Department's Director will review the materials to ensure that pertinent policies and procedures have been applied and followed. If appropriate, the Department's Director or his/her designee will meet with the older person to allow the grievant an opportunity to present information about the grievance.
- iii. If the policies and procedures have been adhered to, the Department's Director will not overturn the decision of the Program Administrator. If proper policies and procedures have not been applied, the Department reserves the right to overturn the decision. The subsequent review shall be completed within forty-five (45) days of receipt of the request by the older individual and the grievant will be notified in writing of the result of the subsequent review.

4. **Record Keeping**

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

5. **Confidentiality**

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

End of Article 1A

Consultant/Personal Services - Nutrition Program for the Elderly

Article II

Financial Terms and Conditions

1. Conflicting Provisions

In the event of any conflict between any provision in this Article II and an exhibit to this Contract, the exhibit shall prevail unless it is expressly stated in the conflicting provision in this Article II, that it shall prevail over the exhibit.

2. General Payment Terms

a. Presentation of Suffolk County Payment Voucher

In order for payment to be made by the County to the Contractor for the Services, the Contractor shall prepare and present a Suffolk County Payment Voucher (Voucher), which shall be documented by sufficient, competent and evidential matter. Each Suffolk County Payment Voucher submitted for payment is subject to Audit at any time during the Term or any extension thereof. This provision shall survive expiration or termination of this Contract for a period of not less than seven (7) years, and access to records shall be as set forth in paragraph 31 of Exhibit 1, and paragraph 4(b) of Article II.

b. Voucher Documentation

The Suffolk County Payment Voucher shall list all information regarding the Services and other items for which expenditures have been or will be made in accordance with the Contract. Either upon execution of the Contract (for the Services already rendered and expenditures already

made), or not more than thirty (30) days after the expenditures were made, and in no event after the 31st day of January following the end of each year of the Contract, the Contractor shall furnish the County with detailed documentation in support of the payment for the Services or expenditures under the Contract, e.g., dates of the Service, worksite locations, activities, hours worked, pay rates for all Services. The Suffolk County Payment Voucher shall include time records, certified by the Contractor as true and accurate, of all personnel for whom expenditures are claimed during the period. All Suffolk County Payment Vouchers must bear a signature as that term is defined pursuant to New York State General Construction Law §46 by duly authorized persons. Disbursements made by the Contractor in accordance with the Contract and submitted for reimbursement must be documented and must comply with accounting procedures as set forth by the Suffolk County Department of Audit and Control.

c. Payment by County

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

d. Final Voucher

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

Consultant/Personal Services - Nutrition Program for the Elderly

3. Subject to Appropriation of Funds

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

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

- i.) determine how to pay for the Services;
- ii.) determine future payments to the Contractor; and
- iii.) determine what amounts, if any, are reimbursable to the County by the Contractor and the terms and conditions under which such reimbursement shall be paid.

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

d. The County may, during the Term, impose a Budget Deficiency Plan. In the event that a Budget Deficiency Plan is imposed, the County shall promptly notify the Contractor in writing of the terms and conditions thereof, which shall be deemed incorporated in and made a part of the

Contract, and the Contractor shall implement those terms and conditions in no less than fourteen (14) days.

4. Accounting Procedures

a. The Contractor shall maintain accounts, books, records, documents, other evidence, and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of the Contract, in accordance with generally accepted accounting principles and with rules, regulations and financial directives, as may be promulgated by the Suffolk County Department of Audit and Control and the Department. The Contractor shall permit inspection and audit of such accounts, books, records, documents and other evidence by the Department and the Suffolk County Comptroller, or their representatives, as often as, in their judgment, such inspection is deemed necessary. Such right of inspection and audit as set forth in subparagraph (b) below shall exist during the Term and for a period of seven (7) years after expiration or termination of the Contract.

b. The Contractor shall retain all accounts, books, records, and other documents relevant to the Contract for seven (7) years after final payment is made by the County. Federal, State, and/or County auditors and any persons duly authorized by the County shall have full access and the right to examine any of said materials during said period. Such access is granted notwithstanding any exemption from

Consultant/Personal Services - Nutrition Program for the Elderly

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.

6. Comptroller’s Rules and Regulations for Consultant’s Agreements

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

7. Financial Statements and Audit Requirements

a. Notwithstanding any other reporting or certification requirements of Federal, State, or local authorities, the Contractor shall obtain the services of an independent licensed public accountant or certified public accountant (the “Auditor”) to audit its financial statements for each Contractor’s “fiscal year” in which the Contractor has received, or will receive, three hundred thousand (\$300,000.00) dollars or more from the County, whether under the Contract or other agreements with the County, and shall submit a report to the County on the overall financial condition and operations of the Contractor, including a balance sheet and statement of income and expenses, attested by the Auditor as fairly and accurately reflecting the accounting records of the Contractor in accordance with generally accepted accounting principles. The Contractor may solicit requests for proposals from a number of qualified accounting firms and review carefully the costs of, and qualifications for, this type of work before selecting the Auditor.

b. The Auditor should be required to meet the following minimum requirements:

5. Audit

a. All payments made under the Contract are subject to audit by the Comptroller pursuant to Article V of the Suffolk County Charter. The Contractor further agrees that the Comptroller and the Department shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transactions or other records relating to Services under the Contract. If such an audit discloses overpayments by the County to the Contractor, within thirty (30) days after the issuance of an official audit report by the Comptroller or his duly designated representatives, the Contractor shall repay the amount of such overpayment by check to the order of the Suffolk County Treasurer or shall submit a proposed plan of repayment to the Comptroller. If there is no response, or if satisfactory repayments are not made, the County may recoup overpayments from any amounts due or becoming due to the Contractor from the County under the Contract or any other Fund Source.

b. The provisions of this paragraph shall survive the expiration or termination of the Contract for a period of seven (7) years, and access to records shall be as set forth in paragraph 31 of Exhibit 1, and paragraph 4(b) of Article II.

Consultant/Personal Services - Nutrition Program for the Elderly

- 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 (3) years prior to the date when the Auditor was selected to conduct the audit.
- c. The audit must be conducted in accordance with generally accepted governmental auditing standards. Financial statements must clearly differentiate between County-funded programs and other programs that the Contractor may be operating. The use of subsidiary schedules should be encouraged for this purpose. The Auditor must also prepare a Management Letter based on the audit.
- d. In the event the Contractor is a non-profit organization or unit of local government and expends five hundred thousand (\$500,000.00) dollars or more of Federal monies, whether as a recipient expending awards received directly from Federal awarding agencies, or as a subrecipient expending Federal awards received from a pass-through entity, such as New York State or Suffolk County, during any fiscal year within which it receives funding under the Contract, the audit must be conducted, and the audit report ("Single Audit Report") must be, in accordance with OMB Circular No. A-133 (revised June 27, 2003). Single Audit Reports must also be submitted to the designated clearinghouse, cognizant agency and/or pass-through entity, to the extent required by the OMB Circular referred to above.
- e. The Contractor must submit to the County a statement in writing, certified by its chief financial officer, which states the amount of Federal funding expended by the Contractor during such fiscal year. The Contractor must mail or deliver the certified statement to the Department and to the Executive Director of Auditing Services, Suffolk County Department of Audit and Control, H. Lee Dennison Building, 100 Veterans Memorial Highway, P. O. Box 6100, Hauppauge, New York 11788-0099, as soon as possible after the end of the Contractor's fiscal year. The statement must include all Federal funding received directly from the Federal government and all Federal funds passed through from the County and other pass-through entities.
- f. Copies of all financial statements, Management Letters, Single Audit Reports and other audit reports must be transmitted to the County and to the Executive Director of Auditing Services at the address set forth above. The reports must be submitted within thirty (30) days after completion of the audit, but in no event later than nine (9) months after the end of the Contractor's fiscal year, to which the audit relates.
- g. These requirements do not preclude the County, the Comptroller, or their authorized representatives, or Federal or State auditors from auditing all records of the Contractor. Therefore, the records of the Contractor must be made available to authorized representatives of Federal, State and County government for that purpose.
- h. The provisions of this paragraph shall survive the expiration or termination of the Contract.

8. Statement of Other Contracts

Prior to the execution of the Contract, the Contractor shall submit a Statement of Other Contracts to the County, which shall be

Consultant/Personal Services - Nutrition Program for the Elderly

attached as an exhibit to the Contract. If the Contract is amended during the Term, or if the County exercises its option right, the Contractor shall attach a then current Statement of Other Contracts.

9. Miscellaneous Fiscal Terms and Conditions

a. Limit of County's Obligations

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

b. Duplicate Payment from Other Sources

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

c. Funding Identification

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

d. Outside Funding for Non-County Funded Activities

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

i.) The County is not the Fund Source for the additional services;

ii.) Sufficient funding is available for or can be generated by the Contractor to cover the cost incurred by the Contractor to provide these additional services; and

iii.) If sufficient funding is not available or cannot be generated, the County shall not be held liable for any of the additional costs incurred by the Contractor in furnishing such additional services.

iv.) Prior to scheduling any such additional services on County-owned property, the Contractor shall obtain written County approval. The Contractor shall, to the County's satisfaction, submit any documentation requested by the Department reflecting the change, and identify the additional services to be provided and the source of funding that shall be utilized to cover the expenditures incurred by the Contractor in undertaking the additional services.

e. Potential Revenue

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

f. Payments Contingent upon State/Federal Funding

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

Consultant/Personal Services - Nutrition Program for the Elderly

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

g. Denial of Aid

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

the County for the amount of the balance due the County, payable to the Suffolk County Treasurer. The provisions of this subparagraph shall survive the expiration or termination of the Contract.

h. Contractor Vacancies

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

i. No Limitation On Rights

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

10. Specific Payment Terms and Conditions

Rate information follows as set forth on the Rate Page.

The rest of this page is intentionally left blank

Town of Riverhead

RATE PAGE

Nutrition Program for the Elderly

January 1, 2015 – December 31, 2015

CONGREGATE MEALS

\$4.79

HOME DELIVERED MEALS

\$6.76

Meals in excess of the number stated on the cover page will be used as local match for the Title III C program

End of Text for Article II

Consultant/Personal Services - Nutrition Program for the Elderly

Exhibit 1
County Terms and Conditions

1. Elements of Interpretation

As used throughout the Contract:

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

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

2. Meanings of Terms

As used in the Contract:

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

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

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

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

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

“Department” means the signatory department approving the Contract.

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

“Event of Default” means

a. the Contractor’s failure to perform any duty required of it under paragraphs 4 through 7 of this Exhibit 1 of the Contract; or

b. the Contractor’s failure to maintain the amount and types of insurance with an authorized insurer as required by the Contract; or

c. the Contractor’s failure to maintain insurance required by the Contract with an insurer that has designated the New York Superintendent of Insurance as its lawful agent for service of process; or

d. The Contractor’s failure to comply with any Federal, State or local law, rule, or regulation, and County policies or directives; or

e. The Contractor’s bankruptcy or insolvency; or

f. The Contractor’s failure to cooperate in an Audit; or

g. The Contractor’s falsification of records or reports, misuse of funds, or malfeasance or nonfeasance in financial record keeping arising out of, or in connection with, any contract with the County; or

h. The Contractor’s failure to submit, or failure to timely submit, documentation to obtain Federal or State funds; or

i. The inability of the County or the Contractor to obtain Federal or State funds due to any act or omission of the Contractor; or

j. Any condition the County determines, in its sole discretion, that is dangerous.

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

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

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

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

“State” means the State of New York.

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

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

3. Contractor Responsibilities

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

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

Consultant/Personal Services - Nutrition Program for the Elderly

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

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

4. Qualifications, Licenses, and Professional Standards

a. The Contractor represents and warrants that it has, and shall continuously possess, during the Term, the required licensing, education, knowledge, experience, and character necessary to qualify it to render the Services.

b. The Contractor shall continuously have during the Term all required authorizations, certificates, certifications, registrations, licenses, permits, and other approvals required by Federal, State, County, or local authorities necessary to qualify it to render the Services.

5. Notifications

a. The Contractor shall immediately notify the County, in writing, of any disciplinary proceedings, commenced or pending, with any authority relating to a license held by any person necessary to qualify him or the Contractor to perform the Services.

b. In the event that a person is no longer licensed to perform the Services, the Contractor must immediately notify the County, but in no event shall such notification be later than five (5) days after a license holder has lost the license required to qualify the license holder or the Contractor to perform the Services.

c. In the event that the Contractor is not able to perform the Services due to a loss of license, the Contractor shall not be reimbursed for the Services rendered after the effective date of termination of such license. Without limiting the generality of the foregoing, if any part of the Contract remains to be performed, and the termination of the license does not affect the Contractor's ability to render the Services, every other term and provision of the Contract shall be valid and enforceable to the fullest extent permitted by law.

6. Documentation of Professional Standards

The Contractor shall maintain on file, in one location in Suffolk County, all records that demonstrate that it has complied with paragraphs 4 and 5 above. The address of the location of the aforesaid records and documents shall be provided to the County no later than the date of execution of the Contract. Such documentation shall be kept, maintained, and available for inspection by the County upon twenty-four (24) hours notice.

7. Credentialing

a. In the event that the Department, or any division thereof, maintains a credentialing process to qualify the

Contractor to render the Services, the Contractor shall complete the required credentialing process. In the event that any State credential, registration, certification, or license, Drug Enforcement Agency registration, or Medicare or Medicaid certification is restricted, suspended, or temporarily or permanently revoked, it is the duty of the Contractor to contact the Department, or division thereof, as the case may be, in writing, no later than three (3) days after such restriction, suspension, or revocation.

b. The Contractor shall forward to the Department, or division thereof, as the case may be, on or before July 1 of each year during the Term, a complete list of the names and addresses of all persons providing the Services, as well as their respective areas of certification, credentialing, registration, and licensing.

8. Engineering Certificate

In the event that the Contract requires any Engineering Services, the Contractor shall submit to the County, no later than the due date for submission for approval of any engineering work product, the Certificate of Authorization ("Certificate"), issued pursuant to § 7210 of the New York Education Law, of every person performing any Engineering Services. The failure to file, submit or maintain the Certificate shall be grounds for rejection of any engineering work product submitted for approval.

9. Termination

a. Thirty Days Termination

The County shall have the right to terminate the Contract without cause, for any reason, at any time, upon such terms and conditions it deems appropriate, provided, however, that no such termination shall be effective unless the Contractor is given at least thirty (30) days notice.

b. Event of Default; Termination on Notice

i.) The County may immediately terminate the Contract, for cause, upon such terms and conditions it deems appropriate, in the Event of Default.

ii.) If the Contractor defaults under any other provision of the Contract, the County may terminate the Contract, on not less than five (5) days notice, upon such terms and conditions it deems appropriate.

c. Termination Notice

Any notice providing for termination shall be delivered as provided for in paragraph 33 of this Exhibit 1.

d. Duties upon Termination

i.) The Contractor shall discontinue the Services as directed in the termination notice.

Consultant/Personal Services - Nutrition Program for the Elderly

- ii.) Subject to any defenses available to it, the County shall pay the Contractor for the Services rendered through the date of termination.
- iii.) The County shall be released from any and all liability under the Contract, effective as of the date of the termination notice.
- iv.) Upon termination, the Contractor shall reimburse the County the balance of any funds advanced to the Contractor by the County no later than thirty (30) days after termination of the Contract. The provisions of this subparagraph shall survive the expiration or termination of the Contract.
- v.) Nothing contained in this paragraph shall be construed as a limitation on the County's rights set forth in paragraphs 5(c) and 15 of this **Exhibit 1**.

11. Insurance

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

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

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

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

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

b. The County may mandate an increase in the liability limits set forth in the immediately preceding paragraphs (11)(a)(i), (ii), and (iv).

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

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

10. Indemnification and Defense

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

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

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

Consultant/Personal Services - Nutrition Program for the Elderly

evidencing compliance with the aforesaid insurance requirements.

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

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

g. In the event the Contractor shall fail to provide evidence of insurance, the County may provide the insurance required in such manner as the County deems appropriate and deduct the cost thereof from a Fund Source.

12. Independent Contractor

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

13. Severability

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

14. Merger; No Oral Changes

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

15. Set-Off Rights

The County shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the County's option to withhold from

a Fund Source an amount no greater than any moneys due and owing to the County for any reason. The County shall exercise its set-off rights subject to approval by the County Attorney. In cases of set-off pursuant to a Comptroller's audit, the County shall only exercise such right after the finalization thereof, and only after consultation with the County Attorney.

16. Non-Discrimination in Services

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

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

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

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

17. Nonsectarian/Nonpartisan Declaration

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

Consultant/Personal Services - Nutrition Program for the Elderly

18. **Governing Law**

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

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

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

19. **No Waiver**

It shall not be construed that any failure or forbearance of the County to enforce any provision of the Contract in any particular instance or instances is a waiver of that provision. Such provision shall otherwise remain in full force and effect, notwithstanding any such failure or forbearance.

24. **Changes to Contractor**

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

20. **Conflicts of Interest**

The Contractor shall not, during the Term, pursue a course of conduct which would cause a reasonable person to believe that he or she is likely to be engaged in acts that create a substantial conflict between its obligations under the Contract and its private interests. The Contractor is charged with the duty to disclose to the County the existence of any such adverse interests, whether existing or potential. This duty shall continue as long as the Term. The determination as to whether or when a conflict may potentially exist shall ultimately be made by the County Attorney after full disclosure is obtained.

i.) if the Contractor is a partnership, the withdrawal or change, voluntary, involuntary or by operation of law, of the partners, or transfer of partnership interests (other than the purchase of partnership interests by existing partners, by the partnership itself or the immediate family members by reason of gift, sale or devise), or the dissolution of the partnership without immediate reconstitution thereof, and

ii.) if the Contractor is a closely held corporation (i.e. whose stock is not publicly held and not traded through an exchange or over the counter),

21. **Cooperation on Claims**

The Contractor and the County shall render diligently to each other, without compensation, any and all cooperation that may be required to defend the other party, its employees and designated representatives against any claim, demand or action that may be brought against the other party, its employees or designated representatives arising out of, or in connection with, the Contract.

1. the dissolution, merger, consolidation or other reorganization of the Contractor,

2. the sale or other transfer of twenty percent (20%) or more of the shares of the Contractor (other than to existing shareholders, the corporation itself or the immediate family members of shareholders by reason of gift, sale or devise).

22. **Confidentiality**

Any document of the County, or any document created by the Contractor and used in rendering the Services, shall remain the property of the County and shall be kept confidential in accordance with applicable laws, rules, and regulations.

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

c. The Contractor shall notify the County in writing, which notice (the "Transfer Notice") shall include:

23. **Assignment and Subcontracting**

a. The Contractor shall not delegate its duties under the Contract, or assign, transfer, convey, subcontract, sublet, or otherwise dispose of the Contract, or any of its right, title or interest therein, or its power to execute the Contract, or assign all or any portion of the monies that may be due or become due hereunder, (collectively referred to in this paragraph 23 as "Assignment"), to any other

i.) the proposed effective date of the Permitted Transfer, which shall not be less than thirty (30) days nor more than one hundred eighty (180) days after the date of delivery of the Transfer Notice;

ii.) a summary of the material terms of the proposed Permitted Transfer,

Consultant/Personal Services - Nutrition Program for the Elderly

iii.) the name and address of the proposed transferee,

iv.) such information reasonably required by the County, which will enable the County to determine the financial responsibility, character, and reputation of the proposed transferee, nature of the proposed assignee/transferee's business and experience;

v.) all executed forms required pursuant to Exhibit 2 of the Contract, that are required to be submitted by the Contractor; and

vi.) such other information as the County may reasonably require.

d. The County agrees that any request for its consent to a Permitted Transfer shall be granted provided that the transfer does not violate any provision of the Contract, and the transferee has not been convicted of a criminal offense as described under Article II of Chapter 189 of the Suffolk County Code. The County shall grant or deny its consent to any request of a Permitted Transfer within twenty (20) days after delivery to the County of the Transfer Notice, in accordance with the provisions of Paragraph 33 of this Exhibit 1 of the Contract. If the County shall not give written notice to the Contractor denying its consent to such Permitted Transfer (and setting forth the basis for such denial in reasonable detail) within such 20-day period, then the County shall be deemed to have granted its consent to such Permitted Transfer.

e. Notwithstanding the County's consent,

i.) the terms and conditions of the Contract shall in no way be deemed to have been waived or modified, and

ii.) such consent shall not be deemed consent to any further transfers.

25. No Intended Third Party Beneficiaries

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

26. Certification as to Relationships

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

directors, or shareholders owning five percent (5%) or more of the Contractor, and the County.

27. Publications

Any book, article, report, or other publication related to the Services provided pursuant to this Contract shall contain the following statement in clear and legible print:

"This publication is fully or partially funded by the County of Suffolk."

28. Copyrights and Patents

a. Copyrights

Any and all materials generated by or on behalf of the Contractor while performing the Services (including, without limitation, designs, images, video, reports, analyses, manuals, films, tests, tutorials, and any other work product of any kind) and all intellectual property rights relating thereto ("Work Product") are and shall be the sole property of the County. The Contractor hereby assigns to the County its entire right, title and interest, if any, to all Work Product, and agrees to do all acts and execute all documents, and to use its best efforts to ensure that its employees, consultants, subcontractors, vendors and agents do all acts and execute any documents, necessary to vest ownership in the County of any and all Work Product. The Contractor may not secure copyright protection. The County reserves to itself, and the Contractor hereby gives to the County, and to any other person designated by the County, consent to produce, reproduce, publish, translate, display or otherwise use the Work Product. This paragraph shall survive any completion, expiration or termination of this Contract.

The County shall be deemed to be the author of all the Work Product. The Contractor acknowledges that all Work Product shall constitute "work made for hire" under the U.S. copyright laws. To the extent that any Work Product does not constitute a "work made for hire," the Contractor hereby assigns to the County all right, title and interest, including the right, title and interest to reproduce, edit, adapt, modify or otherwise use the Work Product, that the Contractor may have or may hereafter acquire in the Work Product, including all intellectual property rights therein, in any manner or medium throughout the world in perpetuity without compensation. This includes, but is not limited to, the right to reproduce and distribute the Work Product in electronic or optical media, or in CD-ROM, on-line or similar format.

b. Patents

If the Contractor develops, invents, designs or creates any idea, concept, code, processes or other work or materials during the Term, or as a result of any Services performed under the Contract ("patent eligible subject matter"), it shall be the sole property of the County. The Contractor hereby assigns to the County its entire right, title and interest, if any, to all patent eligible subject matter, and agrees to do all acts and execute all documents, and to use its best efforts to ensure that its employees, consultants, subcontractors, vendors and agents do all acts and execute any documents, necessary

Consultant/Personal Services - Nutrition Program for the Elderly

to vest ownership in the County of any and all patent eligible subject matter. The Contractor may not apply for or secure for itself patent protection. The County reserves to itself, and the Contractor hereby gives to the County, and to any other person designated by the County, consent to produce or otherwise use any item so discovered and/or the right to secure a patent for the discovery or invention. This paragraph shall survive any completion, expiration or termination of this Contract.

shall promptly advise the County of any material change in any of the information reported on such Certification, and shall otherwise comply with, and shall assist the County in complying with, said regulations as now in effect or as amended during the term of this Contract.

33. Notice

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

End of Text for Exhibit 1

29. Arrears to County

The Contractor warrants that, except as may otherwise be authorized by agreement, it is not in arrears to the County upon any debt, contract, or any other lawful obligation, and is not in default to the County as surety.

30. Lawful Hiring of Employees Law in Connection with Contracts for Construction or Future Construction

In the event that the Contract is subject to the Lawful Hiring of Employees Law of the County of Suffolk, Suffolk County Code Article II of Chapter 353, as more fully set forth in Exhibit 2 entitled "Suffolk County Legislative Requirements," the Contractor shall maintain the documentation mandated to be kept by this law on the construction site at all times. Employee sign-in sheets and register/log books shall be kept on the construction site at all times and all covered employees, as defined in the law, shall be required to sign such sign-in sheets/register/log books to indicate their presence on the construction site during such working hours.

31. Record Retention

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

32. Certification Regarding Lobbying

Together with this Contract and as a condition precedent to its execution by the County, the Contractor shall have executed and delivered to the County the Certification Regarding Lobbying (if payment under this Contract may exceed \$100,000) as required by Federal regulations, and

Consultant/Personal Services - Nutrition Program for the Elderly

Exhibit 2

Suffolk County Legislative Requirements

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

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

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

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

Required Form:

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

2. Living Wage Law

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

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

Required Forms:

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

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

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

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

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

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

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

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

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

Required Form:

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

4. Lawful Hiring of Employees Law

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

This Contract is subject to the Lawful Hiring of Employees Law of the County of Suffolk. It provides that all covered employers, (as defined), and the owners thereof, as the case may be, that are recipients of compensation from the

Consultant/Personal Services - Nutrition Program for the Elderly

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

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

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

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

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

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

sheets/register/log books to indicate their presence on the site during such working hours.

Required Forms:

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

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

5. Gratuities

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

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

6. Prohibition Against Contracting with Corporations that Reincorporate Overseas

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

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

7. Child Sexual Abuse Reporting Policy

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

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

8. Non Responsible Bidder

It shall be the duty of the Contractor to read, become

Consultant/Personal Services - Nutrition Program for the Elderly

familiar with, and comply with the requirements of Article II of Chapter 189 of the Suffolk County Code.

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

9. Use of Funds in Prosecution of Civil Actions Prohibited

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

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

10. Youth Sports

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

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

11. Work Experience Participation

If the Contractor is a not-for-profit or governmental agency or institution, each of the Contractor's locations in the County at which the Services are provided shall be a work site for public-assistance clients of Suffolk County pursuant to Chapter 281 of the Suffolk County Code at all times during the Term of the Contract. If no Memorandum of Understanding ("MOU") with the Suffolk County Department of Labor for work experience is in effect at the beginning of the Term of the Contract, the Contractor, if it is a not-for-profit or governmental agency or institution, shall enter into such MOU as soon as possible after the execution of the Contract and failure to enter into or to perform in accordance with such MOU shall be deemed to be a failure to perform in accordance with the Contract, for which the County may withhold payment, terminate the Contract or exercise such other remedies as may be appropriate in the circumstances.

12. Safeguarding Personal Information of Minors

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

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

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

a. If payment under this Contract may exceed \$50,000, and the Contractor is a not-for-profit corporation or entity rendering its Services directly to the residents of the County, this Contract is subject to the requirements of Suffolk County Local Law No. 41-2013, a Local Law to Implement Performance Measurement to Increase Accountability and Enhance Service Delivery by Contract Agencies (Article VIII of Chapter 189 of the Suffolk County Code,) as set forth in Exhibit 2 entitled "Suffolk County Legislative Requirements."

b. The Contractor shall cooperate with the Department in all aspects necessary to help carry out the requirements of the Law. Based on criteria established by the Contractor in conjunction with the Department, the Contractor shall submit monthly reports regarding the Contractor's performance in carrying out the Services, on dates and times as specified by the Department.

c. The Contractor shall submit an annual report of the Contractor's performance to the Department no later than July 31 of each year of the Term.

14. Suffolk County Local Laws Website Address

Suffolk County Local Laws, Rules and Regulations can be accessed on the homepage of the Suffolk County Legislature.

End of Text for Exhibit 2

TOWN OF RIVERHEAD

Resolution # 240

AUTHORIZES THE SUPERVISOR TO EXECUTE AGREEMENT WITH THE RIVERHEAD VOLUNTEER AMBULANCE CORPS, INC.

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, the Town Board of the Town of Riverhead, by Resolution #136 adopted on March 12, 2009, authorized the Supervisor to execute an Agreement with the Riverhead Volunteer Ambulance Corps, Inc. to provide ambulance, emergency medical and related emergency services to the Town's Ambulance District through December 31, 2014; and

WHEREAS, by Resolution #137 adopted on February 18, 2015, the Town Board authorized the extension of said agreement for an additional 90 days expiring March 31, 2015 under the same terms and conditions as set forth in the original Agreement to allow sufficient time to negotiate a long term agreement not to exceed 5 years; and

WHEREAS, both parties wish to continue the contractual relationship whereby the Riverhead Volunteer Ambulance Corps, Inc. shall provide ambulance, emergency medical and related emergency services to the Town of Riverhead Ambulance District.

NOW THEREFORE BE IT RESOLVED, that the Town Board hereby authorizes the Supervisor to execute an Agreement in substantially the same form as annexed hereto between the Town of Riverhead Ambulance District and the Riverhead Volunteer Ambulance Corps for a term expiring December 31, 2020 wherein the Riverhead Volunteer Ambulance Corps, Inc. shall provide ambulance, emergency medical and related emergency services to the Town of Riverhead Ambulance District; and be it further

RESOLVED, that the Town Clerk shall mail a copy of this resolution to the Riverhead Volunteer Ambulance Corps, Inc., P.O. Box 924, Riverhead, NY 11901; and be it further

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

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter ABSENT

The Resolution Was Thereupon Duly Declared Adopted

AGREEMENT

between

TOWN OF RIVERHEAD AMBULANCE DISTRICT

and

RIVERHEAD VOLUNTEER AMBULANCE CORPS, INC.

AGREEMENT made this day of 2015, by and between the TOWN OF RIVERHEAD AMBULANCE DISTRICT, a municipal corporation having its principal office and place of business at 200 Howell Avenue, Riverhead, NY 11901 (hereinafter referred to as the “Ambulance District”), and the RIVERHEAD VOLUNTEER AMBULANCE CORPS, INC., a not for profit corporation pursuant to IRC §501(c)(3), with mailing address at PO Box 924, Riverhead, NY 11901 (hereinafter referred to as the “Ambulance Corps”).

W I T N E S S E T H:

WHEREAS, in accordance with Article 30 of the Public Health Law of the State of New York, the Ambulance Corps is a volunteer organization providing emergency medical and related emergency services within the Town, having under current registration with New York State, the right and jurisdiction to provide emergency medical service and related emergency services to the area encompassed by the Ambulance District; and

WHEREAS, the Ambulance Corps is authorized by resolution of its Board of Directors to enter an agreement with the Ambulance District for provision of services; and

WHEREAS, the parties hereto are desirous of entering into an agreement for the provision of emergency medical and related emergency services to the Ambulance District pursuant to the terms hereto;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, covenants, conditions and obligations contained herein, it is hereby agreed by and between the parties as follows:

I. TERMS OF AGREEMENT

A. The term of this agreement shall commence on January 1, 2015, and shall remain in full force and effect until December 31, 2020.

B. The Ambulance District, at its option, may terminate this Agreement upon ninety (90) days written notice to the Ambulance Corps in the event that 1) the Ambulance Corps violates any provision of this agreement or 2) the Ambulance Corps fails to comply with any and all applicable registration requirements of the State of New York and all applicable federal, state and local laws and regulations. In the event the Ambulance District elects to terminate this agreement pursuant to subsections 1 or 2 above, the Ambulance Corps shall have a reasonable time, not to exceed thirty (30) days, to cure, remedy, or correct the violation to the sole satisfaction of the Ambulance District.

C. Either party, at its option, may for any reason terminate this agreement upon one hundred eighty (180) days written notice to the other party.

D. The parties agree that any property purchased by the Ambulance Corps with funds provided by the Ambulance District pursuant to the terms of this agreement, "agreement funds", shall be the sole property of the Ambulance Corps. However, the Ambulance Corps agrees that in the event this agreement is terminated for any reason whatsoever, any equipment, supplies, goods, or services purchased with agreement funds that retain useful life shall be donated by the Ambulance Corps to the Ambulance District. The Ambulance Corps further agrees that the transfer of said equipment, supplies, goods, or services as set forth above shall take place as soon

as is practicable after the termination of the agreement and the Ambulance Corps will cause the immediate execution of any and all documents necessary to effectuate the donation of all of its right, title or interest in said equipment, supplies, goods or services.

E. Should this agreement terminate for any reason, the Ambulance District shall assume any existing, valid obligations incurred by the Ambulance Corps in connection with the purchases made under this agreement. However, the Ambulance District will not assume responsibility for any delinquent accounts of the Ambulance Corps.

F. The Ambulance Corps agrees that should this agreement terminate for any reason whatsoever, the unexpended or unencumbered balance of the funds paid to it pursuant to this agreement, including any funds collected pursuant to provision III (D) shall immediately be refunded to the Ambulance District upon termination of the agreement.

II. PROVISION OF SERVICES

A. The Ambulance Corps will provide emergency medical and related emergency services to all persons located within the boundaries of the Ambulance District; said services shall be provided in a professional manner and in accordance with the usual and customary standards of voluntary ambulance services in the County of Suffolk. Said services will include provision of transportation to the nearest appropriate medical facility, as determined at the sole discretion of the Ambulance Corps.

B. The Ambulance Corps agrees to provide said services as herein before described twenty-four (24) hours per day, seven (7) days per week, fifty-two (52) weeks per year for each and every year covered by this agreement in keeping with the usual and customary standard of care of the voluntary ambulance services.

C. The Ambulance Corps further agrees that it will supply all of the equipment and properly trained personnel necessary to adequately provide said services to the Ambulance District in keeping with the usual and customary standard of care of the voluntary ambulance services, within the confines of its approved budget.

D. In furtherance of the foregoing, the Ambulance Corps agrees to continue recruiting efforts to obtain additional qualified personnel to provide services to the Ambulance District on behalf of the Ambulance Corps. The Ambulance Corps agrees to provide applications to eligible persons and to process them without prejudice. This means that the Ambulance Corps will not discriminate against any applicant on the basis of age, race, color, national origin, sex, sexual orientation or handicapped status. An eligible person shall be defined as a person who is eighteen (18) years of age or older and who will assist the Ambulance Corps in providing professional ambulance service to the community.

E. In addition to the foregoing, the Ambulance Corps agrees to maintain a formal training program for its personnel, with the understanding that the foregoing training programs are not necessarily directly controlled by the Ambulance Corps and may be subject to availability of programs offered by other organizations.

F. The parties agree that the Ambulance Corps, and its officers, employees and volunteers shall not be deemed employees of the Ambulance District and/or Town and nothing herein shall create an employment relationship which subjects the Ambulance Corps or its officers, employees or volunteers to the supervision and control of the Ambulance District or Town, nor create municipal liability on behalf of the District or Town.

G. The parties agree that it is a benefit to the Ambulance District to enter into emergency mutual aid agreements with the surrounding communities. The Ambulance District

hereby authorizes the Ambulance Corps to enter into such agreements subject to the Ambulance Corps' compliance with provisions II (A)-(E) above.

H. In addition to the foregoing, the Ambulance Corps and the Ambulance District agree that the Ambulance Corps may, at its sole discretion, enter into agreements to provide, non-emergency ambulance services such as community education activities, mutual aid, stand-bys, and first aid stations for community organizations and other municipal entities, and that funds provided under this agreement may be used to finance these activities subject to the Ambulance Corps' compliance with provisions II (A)-(E) above.

I. Except as provided in provision III (D) below, the Ambulance Corps shall not be responsible to generate or solicit additional funding streams for the fulfillment of the services identified and set forth herein.

J. The Ambulance Corps agrees that for a management fee of Ten Thousand (\$10,000) Dollars, it shall coordinate the repair and/or maintenance of property owned or leased by the Ambulance District or the Town of Riverhead which is authorized for use by the Ambulance Corps. Note, nothing in the language above shall be interpreted as a restriction or prohibition against the Ambulance District and/or Town from asserting its right to coordinate the repair and/or maintenance of property owned or leased by the Ambulance District and/or Town of Riverhead. The management fee is separate from and shall be in addition to the agreement amount set forth in provision III (A). In the event that the Town of Riverhead adopts a Resolution and/or Local Law authorizing the Ambulance Corps to bill for services identified in this agreement, the Ambulance District shall increase the annual management fee from Ten Thousand Dollars (\$10,000.00) to Fifteen Thousand Dollars (\$15,000.00) to include additional management responsibilities related to billing and reporting. The increase in the management fee

shall take effect immediately upon adoption of such Local Law and shall be applicable for the year during which such Local Law is adopted and for all subsequent terms/years that the Local Law and provision III (D) are effective.

III. COMPENSATION

A. The Ambulance Corps will submit to the Ambulance District, not later than August 1 of each year, a proposed budget representing the Ambulance Corps anticipated operating and management costs for the subsequent year. The Ambulance District and Ambulance Corps agrees to negotiate the compensation amount and fix the amount of compensation on or before September 1 of each year of this agreement. In the event that the parties cannot agree on the compensation amount for the ensuing year or any year thereafter, the previous year's compensation amount plus 1% increase in the compensation amount, will constitute the agreed upon agreement and/or compensation amount until such time as an agreed amount can be reached and at that time any necessary adjustments shall be made.

B. The Ambulance Corps agrees that property purchased through use of agreement monies shall be used, as best as can be practically determined, solely for the benefit of the Ambulance District. The Ambulance District understands that the Ambulance Corps may, with the prior approval by resolution of the Board of the Ambulance District, enter into agreements with other Ambulance or Fire Districts to provide similar services as those provided to the Riverhead Ambulance District. Under such circumstances, it is understood that the Ambulance Corps may not be able to partition all costs exactly between the different districts it serves, but the Ambulance will do its best to distribute shared supplies, equipment, labor, and other expenses among the funding agencies proportional to their use in each district.

C. The Ambulance District shall pay to the Ambulance Corps the agreed upon agreement and/or compensation amount for each year of this agreement in quarterly payments on January 15, April 15, July 15 and October 15 for 2015. Payments may be withheld by the Ambulance District if the quarterly reports, as herein required in paragraph "G", have not been received by the end of the subsequent quarter. The Ambulance District shall make payments within twenty (20) business days of receipt of the delinquent quarterly reports.

D. Subject to and pursuant to an act of the Town Board of the Town of Riverhead, the Ambulance Corps shall bill for emergency medical transportation and emergency medical services it renders to patients/users in accordance with such Resolution and/or Local Law limited and related to motor vehicle accidents. (A copy of the proposed Resolution is annexed hereto as Exhibit "C"). Upon or prior to implementation of billing, the Ambulance District agrees to provide adequate office and storage related to billing, securing and storage of files. The Ambulance Corps shall comply with all applicable provisions of law, including Notice of Privacy Practices and HIPPA, with respect to all aspects of processing bills, collection, and reporting. The Ambulance Corps shall submit quarterly reports identifying all billing costs and revenues collected during each three month period to the Ambulance District. The Ambulance Corps may select and retain the services of an independent contractor to provide billing services based upon a flat fee or fee based upon a percentage of revenue collected by the independent contractor subject to such the approval of the Ambulance District, which approval shall not be unreasonably withheld. At the end of each year of this five year agreement, the funds, revenue less billing costs, collected pursuant to this provision less twenty percent (20%) shall be applied to the future agreement period. The twenty percent (20%) of the funds collected during each agreement year pursuant to this provision shall be retained by the Ambulance District and deposited in a capital

project reserve account for improvement of existing facilities or construction of new facilities and shall be deemed a “committed fund balance” pursuant to the Fund Balance Policy adopted on December 6, 2011 by the Town of Riverhead and/or as applicable the Ambulance District upon execution of this agreement.

Nothing herein shall prevent the Ambulance District and Ambulance Corps from expanding billing beyond services related to a motor vehicle accident subject to negotiation of and agreement to such contract terms required to effectuate same.

E. The Ambulance Corps agrees to maintain Ambulance District funds paid under this agreement in separate accounts or instruments and not to commingle the same with charitable or other funds of the Ambulance Corps.

F. The method of bookkeeping employed by the Ambulance Corps shall be in keeping with generally accepted accounting principles.

G. The Ambulance Corps hereby agrees to provide quarterly written reports of its expenditures and income to the Board of the Ambulance District including any expenditures or utilization of monies from the reserve account as herein provided in paragraph “O”. The Ambulance Corps agrees to provide to the Ambulance District certified financial statements with respect to the monies paid to it under this agreement for the previous year. Said financial statements shall be prepared by a Certified Public Accountant in accordance with generally accepted accounting principals. The Ambulance Corps further agrees to provide the Ambulance District with copies of annual financial reports filed with the New York Secretary of State as required by subsection 519 of the Not for Profit Law of the State of New York and the required Internal Revenue Service 990 Report. Said forms shall be filed with the Ambulance District

annually within the time allotted by law for filing same with the Secretary of State in accordance with Sub-Section 172-b.

H. It shall be the responsibility of the Ambulance Corps to monitor its budget in such a manner as to preclude the unnecessary overdraft of any budgeted line item. Budget transfers, when necessary, must be authorized by a resolution of the Board of Directors of the Ambulance Corps, a written copy of which will be provided to the Board of the Ambulance District.

I. The Ambulance Corps will provide 60 days written notice to the Ambulance District of any single item purchase, not set forth in the approved budget, which exceeds Fifteen Thousand Dollars (\$15,000).

J. In purchasing property, equipment, supplies or furnishings, the Ambulance Corps agrees to make every reasonable effort to obtain the lowest possible price.

K. The Ambulance Corps agrees that the maintenance, repairs, improvement or purchase of any property, either real or personal, owned, leased or to be owned by the Ambulance District or the Town of Riverhead shall be undertaken by the Town of Riverhead or the Ambulance District in accordance with the applicable procurement procedures required by Law. Due to the specialized nature of the facilities and equipment used by the Ambulance Corps and the use of said facilities and equipment to protect and preserve the health and lives of Town residents, the Town and District agree to give high priority to the maintenance, repair and improvement of the ambulances, first responder vehicles and facilities. The ambulances will be given a priority ranking at the same level as the most critical vehicles in the Town fleet and the first responder vehicles will be treated with the same priority as a critical Police Department vehicle. The Ambulance District and the Town agree to maintain maintenance schedules and documentation as required by New York State or other regulatory agencies for ambulances, first

responder vehicles and other emergency services vehicles. The Ambulance District and the Town agree to provide janitorial services to the Ambulance Facilities at an appropriate level for an emergency facility used on a 24 hour per day, 7 days per week basis.

L. For all property, real and personal, including vehicles, owned or leased by the Town or the Ambulance District and, in turn, leased, licensed or granted use and possession to the Ambulance Corps for the purpose of and related to services set forth in this agreement, the Town, the District or the Ambulance Corps can individually or jointly make the determination that the property requires maintenance, repair, replacement or improvement. If the Ambulance Corps determines that said property requires maintenance, repair, replacement or improvement, the Ambulance Corps agrees to contact the Ambulance District or the Town of Riverhead as soon as possible so the Ambulance District or Town may determine the best method to address maintenance, repair, replacement or improvement of the property. The Ambulance District or the Town of Riverhead agrees to use due diligence to provide for the expeditious repair, replacement or improvement of any property leased, licensed or granted use and possession to be used by the Ambulance Corps for the purpose of and related to services set forth in this agreement. If the District or Town fails to take action necessary to address, remedy, repair or replace within a reasonable time and the Ambulance Corps feels that such failure materially affects its ability to perform the services outlined in this agreement, the Ambulance Corps will notify the Town Supervisor and the Accounting Department in writing of its concern. If the problem is not corrected within thirty (30) days or three actions taken to address, remedy, repair or replace, the Ambulance Corps is hereby authorized to correct the problem and bill the District for the cost to do so. Notwithstanding the above, to the extent that the property, with the exception of property listed in Exhibit A and B, is essential and critical to provide vital emergency medical services

and/or required to comply with New York State Laws or Rules & Regulations i.e. oxygen systems, secured temperature controlled storage boxes, the Ambulance Corps may arrange for the maintenance, repair or replacement using monies received as compensation (III (A) (O) or (P) , however, nothing herein shall prevent or restrict the Ambulance Corps right to petition the Ambulance District for additional funding not provided for by the approved budget or available from reserves consistent with provision III (P).

M. The Ambulance District shall be responsible for the payment of the items listed in Exhibit A and Exhibit B annexed hereto.

N. The Ambulance Corps agrees that the Board of the Ambulance District may attend, upon request of the Ambulance District, meetings of the Board of Directors of the Ambulance Corps.

O. Any annual budgetary surpluses shall be disclosed to the Ambulance District. These surpluses, if any, shall be placed in a reserve account, separate and apart from the capital project reserve fund identified in provision III (B), owned and maintained by the Ambulance Corps. The total balance of said account shall never exceed ten per cent (10%) of the total current annual agreement/compensation amount as provided in Article III (A). Any additional funds in excess of this amount will be used to offset the current year's payments from the Ambulance District.

P. The Ambulance Corps reserves the right to petition the Ambulance District for additional funding, not provided by the approved budget, during the course of the year if the Ambulance Corps has experienced unforeseeable and/or extraordinary expenses in fulfilling its obligations and responsibilities as provided herein.

Q. For each year of this five year agreement, it shall be the Ambulance Corps' responsibility to determine the number and types of vehicles necessary to adequately service the Ambulance District and provide a report and recommendation to the Ambulance District describing and evidencing the need for additional vehicles or replacement of existing vehicles. It shall be the Ambulance Corps' responsibility to assign use of vehicles to officers, employees, and volunteers. Notwithstanding the above, the District and/or Town agrees to provide and lease a fleet of at least four ambulances and three first responder vehicles to the Ambulance Corps for one dollar (\$1.00) per vehicle for each year of this agreement subject to all other applicable provisions set forth in this agreement. These vehicles will be equipped and maintained to meet applicable regulatory standards. The Ambulance Corps may request from the Ambulance District the replacement of any vehicle with significant operational or safety defects or deficiencies, except it is agreed that routine vehicle replacement will be scheduled so that no vehicle shall be in service that is older than twelve years from its manufacture date and eight years for first response vehicles. Any vehicle permanently removed from service, be it routine replacement or replacement prior to the scheduled replacement date, the District will immediately begin the process of procuring an equivalent vehicle, in an effort to rapidly return the fleet to a number of vehicles adequate to properly serve the Ambulance District.

R. For each year of this agreement it shall be the Ambulance Corps' responsibility to assess the number and location of stations/facilities required to adequately service the Ambulance District and provide a report and recommendation to the Ambulance District describing and evidencing the need to increase the number and change the location of stations/facilities. As part of the yearly budget negotiation set forth in provision III (A.), the Ambulance District and Ambulance Corps will discuss and address any such report and

recommendation of the Ambulance Corps and necessity of establishment and/or funding of a capital budget for procurement, construction or improvement of said stations over and above the funding of capital project reserve budget set forth in III (D).

IV. HOLD HARMLESS CLAUSE

The Ambulance Corps, the Ambulance District and the Town each agrees to indemnify and hold the other, its employees and designated representatives harmless from any claims, costs, losses, damages or injuries to persons or property of whatsoever kind or nature arising out of the acts and/or omissions by the respective parties their agents, employees or, contractors or arising out of the performance or nonperformance of any of its duties, components, obligations or operations that are required under or may arise out of this agreement.

V. STATUTORY COMPLIANCE

The parties hereto agree to comply with any and all applicable laws, statutes, ordinances, rules and regulations.

VI. INSURANCE REQUIREMENTS

A. The Ambulance Corps shall secure workers compensation insurance for the benefit of, and keep insured for the life of this agreement; all employees engaged in work hereunder and required to be insured under provisions of the New York State Worker's Compensation Law. The Ambulance Corps agrees that on or before the execution of this agreement, copies of this policy shall be filed with the Ambulance District and shall remain in full force and effect until the termination of this agreement.

B. The Ambulance Corps shall further comply with New York State Law regarding employee disability benefit insurance. The Ambulance Corps agrees that on or before the

execution of this agreement, copies of this policy shall be filed with the Ambulance District and shall remain in full force and effect until the termination of this agreement.

C. The Ambulance Corps agrees that on or before the execution of this agreement, Certificates of Insurance, in which the Ambulance District and the Town of Riverhead are designated as additional insureds and which require thirty (30) days written notification to the Ambulance District and the Town of Riverhead in the event of termination or cancellation, shall be filed with the Ambulance District and the Town of Riverhead and shall remain in force and effect until the termination of this agreement for the following policies of insurance:

1. Comprehensive general liability insurance with combined single limit coverage for bodily injury, property damage and personal injury liability in the sum of two million dollars (\$2,000,000.00) providing protection against liability arising out of or in connection with performance under this agreement.
2. Comprehensive automobile liability insurance policy with combined single limit coverage for personal injury and property damage in the sum of two million dollars (\$2,000,000.00) for each and every vehicle leased by the Ambulance Corps from the District and/or Town. In addition to the above, the Ambulance Corps shall provide comprehensive automobile insurance with combined single limit coverage of personal injury and property damage in the sum of two million dollars (\$2,000,000.00) for any non-owned vehicle used in performance under this agreement
3. Errors and Omissions Insurance with medical coverage and combined single limit coverage of one million dollars (\$1,000,000.00).

D. The Ambulance Corps shall provide for the benefit of the Ambulance Corps and the Ambulance District, a Fidelity Bond insuring against employee dishonesty in the amount of

\$250,000 for each officer or employee authorized under the Ambulance Corps bylaws to sign on accounts and/or to obligate the Ambulance Corps with respect to funds provided from the Ambulance District.

E. The Ambulance Corps agrees to provide the Ambulance District on a quarterly basis with a current list of persons authorized to drive.

F. The Ambulance Corps agrees to provide written notification to the Ambulance District, the Town Supervisor, and the Town Accounting Department, of any property owned by either the Town of Riverhead or the Ambulance District that is damaged or destroyed. Any vehicles owned by the Town of Riverhead or the Ambulance District that are involved in a motor vehicle accident must be inspected by the Town Municipal Garage prior to restoring the vehicle to service and the Ambulance Corps shall provide all requested documentation related to such accident, included but not limited to, police report, photographs, witness statements.

VII. CONSTRUCTION

This agreement shall be construed in accordance with the laws of State of New York.

VIII. ENTIRE AGREEMENT

It is understood that this agreement represents the entire agreement of the parties hereto, all previous understandings are merged herein, and that no modification hereof shall be valid unless written evidence thereof shall be executed by the parties hereto. Nothing contained in this agreement shall be construed to require the Ambulance District or the Ambulance Corps to extend this agreement beyond the five years identified in I (A).

IN WITNESS WHEREOF, the parties hereto have executed this agreement by their respective representatives the day and year first above written.

TOWN OF RIVERHEAD AMBULANCE DISTRICT

BY: _____
SEAN WALTER, SUPERVISOR

RIVERHEAD VOLUNTEER AMBULANCE
CORPS, INC.

BY: _____
KIMBERLY POKORNY, PRESIDENT

Exhibit A. (Equipment)

Radio Base Station and Repeater Radios and Radio Licenses
Vehicle Leases

Exhibit B (Building Leases & Building Operation)

Riverhead Telephone
Jamesport Telephone
Riverhead Electric
Jamesport Electric
Riverhead Heating Fuel
Jamesport Heating Fuel
Vehicle Fuel
Water
Riverhead building/grounds maintenance
Jamesport building/grounds maintenance

- Exhibit C (Draft/Sample Resolution)

**DRAFT RESOLUTION
FOR DISCUSSION PURPOSES ONLY
NON-BINDING ABSENT TOWN BOARD APPROVAL**

TOWN OF RIVERHEAD

Resolution #

**AUTHORIZES THE RIVERHEAD VOLUNTEER AMBULANCE CORPS, INC., TO BILL FOR TOWN
APPROVED AMBULANCE DISTRICT USER FEES REGARDING EMERGENCY MEDICAL
TRANSPORTATION SERVICES AND EMERGENCY MEDICAL SERVICES; ESTABLISHES
AMBULANCE DISTRICT USER FEE SCHEDULE**

Drop Down for Councilperson offered the following resolution,
which was seconded by Drop Down for Councilperson

WHEREAS, a municipality such as the Town of Riverhead is authorized to implement a fee and charge schedule to be paid by persons availing themselves of emergency transportation services and emergency medical services and provide for the collection of same on behalf of the Riverhead Ambulance District pursuant to New York State Town Law section 198 (10-f)(b) and New York State General Municipal Law section 122-b (2); and

WHEREAS, the Town of Riverhead, in the interest of defraying the cost of administering emergency medical transportation services and emergency medical services in the Riverhead Ambulance District, wishes to implement a district user fee schedule to be paid by persons availing themselves of such afore-mentioned services solely related to the rendering of such afore-mentioned and warranted medical services in the context of motor vehicle accidents as "motor vehicle" is defined pursuant to New York State Insurance Law section 5102(a)(2)(f), within the boundaries of the ambulance district; and

WHEREAS, the Town of Riverhead is an authorized entity to establish such an ambulance district user fee schedule regarding the aforementioned medical services, as provided by the Riverhead Volunteer Ambulance Corps., Inc.

RESOLVED, effective, _____, The Town of Riverhead does hereby establish an ambulance district user fee schedule regarding emergency medical transportation services and emergency medical services, as follows:

- a. Advanced Life Support (ALS) Services: \$ _____
- b. Basic Life Support (BLS) Services: \$ _____

c. Other: Mileage \$ _____

RESOLVED, such ambulance district user fee schedule shall be implemented and facilitated by the Riverhead Volunteer Ambulance Corps, Inc., solely within the context of rendering such emergency medical transportation services and emergency medical services regarding motor vehicle accidents as "motor vehicle" is defined pursuant to New York State Insurance Law section 5102(a)(2)(f), within the boundaries of the ambulance district.

RESOLVED, the invoice and collection of such ambulance district user fees may be facilitated either directly by the Riverhead Volunteer Ambulance Corps., Inc., or by retaining an independent contractor for the invoice and collection of such district user fees subject to the approval of the ambulance district, including approval of all terms and conditions of third-party agreements, and subject to compliance with Federal, State and Local laws, rules and regulations.

RESOLVED, ambulance district user fees, as received, shall be forwarded to the ambulance district on a monthly basis, inclusive of all pertinent documentation.

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

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Was Not
Thereupon Duly Declared Adopted

-

TOWN OF RIVERHEAD

Resolution # 241

AUTHORIZES SUPERVISOR TO EXECUTE AMENDED AGREEMENT WITH RIVERHEAD YOUTH SPORTS, INC FOR REFEREE/UMPIRE SERVICES FOR TOWN OF RIVERHEAD POLICE ATHLETIC LEAGUE GIRLS AND BOYS LACROSSE AND FOOTBALL PROGRAM FOR 2015 CALENDAR YEAR

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, by Resolution #138 adopted by the Riverhead Town Board on February 18, 2015, the Supervisor was authorized to enter into an agreement with Riverhead Youth Sports, Inc. for referee services for 2015 Girls Lacrosse, 2015 Boys Lacrosse, and 2015 Football Program(s) part of and affiliated with Town of Riverhead Police Athletic League in an amount not to exceed \$3000.00, \$3600.00 and \$7200.00, respectively; and

WHEREAS, such agreement with Riverhead Youth Sports, Inc. requires an amendment to increase referee fees regarding 2015 Boys Lacrosse from \$3600.00 to \$3680.00; and

WHEREAS, the County of Suffolk PAL creates the football league rosters for numerous towns, including the Town of Riverhead PAL Football League, and requires that all PAL leagues register with Payment Processing, Inc.; and

NOW THEREFORE BE IT RESOLVED, that the Town Board authorizes the Supervisor to enter into an amended agreement with Riverhead Youth Sports, Inc. for referee services for 2015 Girls Lacrosse, 2015 Boys Lacrosse, and 2015 Football Program(s) part of and affiliated with Town of Riverhead Police Athletic League and in an amount not to exceed \$3000.00, \$3680.00 and \$7200.00, respectively and authorizes the Chief of Police and/or Financial Administrator to execute the Payment Processing, Inc. registration agreement; and

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

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter ABSENT

The Resolution Was Thereupon Duly Declared Adopted

**AMENDED AGREEMENT BETWEEN TOWN OF RIVERHEAD ON BEHALF OF
TOWN OF RIVERHEAD POLICE ATHLETIC LEAGUE AND
RIVERHEAD YOUTH SPORTS, INC.**

THIS AGREEMENT made and entered into this ____ day of April, 2015, by and between the Town of Riverhead, a municipal corporation duly existing under the laws of the State of New York, (hereinafter referred to as the "Town"), with its principal place of business located at 200 Howell Avenue, Riverhead, NY and Riverhead Youth Sports, Inc., having an address at P.O. Box 888, Riverhead, NY 11901.

WHEREAS, the Town of Riverhead Police Athletic League is a non-profit organization that provides organized sports programs, activities, and education for children ages 5-13 designed with the intent of giving children healthy social and behavioral skills and the goal to reduce their susceptibility to gang involvement, alcohol and drug use and delinquency; and

WHEREAS, the Riverhead Youth Sports, Inc. provides professional officials to referee games; and,

WHEREAS, the Riverhead Youth Sports, Inc. has offered to provide professional officials to referee games for the 2015 Girls and Boys Lacrosse programs offered to girls and boys in Riverhead and the Football program(s) offered to boys in Riverhead that are part of and affiliated with the Town of Riverhead Police Athletic League; and

WHEREAS, by Resolution # _____ adopted on April 7, 2015, the Town Board authorized the Supervisor to enter into an amended agreement with Riverhead Youth Sports, Inc. for referee services for 2015 Girls Lacrosse, 2015 Boys Lacrosse, and 2015 Football Program(s) as part of and affiliated with the Town of Riverhead Police Athletic League in an amount not to exceed \$3000.00, \$3680.00 and \$7200.00, respectively, and authorizes the Chief of Police and/or Financial Administrator to execute the Payment Processing, Inc. registration agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein, the parties agree as follows:

SECTION 1. Purpose:

The purpose of this Agreement is to contract with Riverhead Youth Sports, Inc. to provide and arrange for officiating services for the girls and boys lacrosse programs and football program offered as part of and affiliated with the Town of Riverhead Police Athletic League to increase the public health, safety, and quality of life for the youth of the Town of Riverhead. The extent of the Town's payment for services hereunder to Riverhead Youth Sports, Inc. is intended to provide social and recreational programs and services that enable youth, especially from poor or otherwise disadvantaged family backgrounds, to participate in these healthy and productive programs to reduce crime and increase youth opportunities for productive activities within the community.

SECTION 2. Scope of Work:

Riverhead Youth Sports, Inc. shall provide and arrange for officiating services for the 2015 Girls and Boys Lacrosse and the Boys Football(s) Program offered to the youth of Riverhead as part of and affiliated with the Town of Riverhead Police Athletic League.

SECTION 3. Duration of Contract:

The term of this agreement shall commence on _____, 2015 and expire at the end of the 2015 Town of Riverhead Police Athletic League Boys Football season.

SECTION 4. Consideration:

As consideration for the services provided, as specified in Paragraph 2, the Town will reimburse or provide *payment the Riverhead Youth Sports, Inc. for a sum of money not to exceed \$3000.00 for 2015 Girls Lacrosse; \$3680.00 for the 2015 Boys Lacrosse and \$7200.00 for 2015 Football Program to provide and arrange for officiating services for said program(s) that are part of and affiliated with the Town of Riverhead Police Athletic League during the contract period. Riverhead Youth Sports, Inc. may submit vouchers seeking payment or reimbursement for monies spent on officiating services on a biweekly or monthly basis during the contract period. *To the extent that Riverhead Youth Sports, Inc. seeks payment prior to completion of officiating services, Riverhead Youth Sports, Inc. shall be required to provide the Town with documentation to substantiate costs related to such services within 60 days. It is agree and understood that consideration is limited to payment or reimbursement of monies/costs related to officiating services and no additional costs, charges, or fees are permitted under this agreement.

SECTION 5. Relationship:

The Town and Riverhead Youth Sports, Inc. intend that an independent contractual relationship be created by this contract. The Riverhead Youth Sports, Inc. is not considered to be an employee of the Town for any purpose and neither the Riverhead Youth Sports, Inc. nor any employee of the Riverhead Youth Sports, Inc. shall be entitled to any of the benefits the Town provides for the Town's employees, including, but no limited to, health insurance, sick or annual leave, or workers compensation. The Riverhead Youth Sports, Inc. specifically represents and stipulates that the Riverhead Youth Sports, Inc. is engaged in the business of providing the services set forth in this contract, whether or not for profit, and that the Riverhead Youth Sports, Inc. is fully registered and legally authorized to conduct such business, and pays all necessary taxes and assessments levied against such business. The terms of this agreement are not intended to create any duties, obligations or liabilities to any third parties. Neither party intends this agreement to create any third-party beneficiaries to this agreement.

SECTION 6. Suspension, Termination, and Close Out:

If the Riverhead Youth Sports, Inc. fails to comply with the terms and conditions of this contract, the Town may pursue such remedies as are legally available, including, but not limited to, the suspension or termination of this contract.

SECTION 7. Changes, Amendment, Modifications:

The Town and Riverhead Youth Sports, Inc. may, agree from time to time, to change or modify the Scope of Work to be performed hereunder. Any such change, amendment or modification shall be in writing and signed by all parties.

SECTION 8. Assignability:

The Riverhead Youth Sports, Inc. shall not assign any interest on this contract and shall not transfer any interest on the contract without prior written consent of the Town.

SECTION 9. Reports and Information:

The Riverhead Youth Sports, Inc., at such times as and in such form as the Town may require, shall furnish the Town such periodic reports, including an accounting for the expenditures of Town funds, as it may request pertaining to the work of services undertaken pursuant to the contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this contract.

SECTION 10. Liability and Indemnification:

The Riverhead Youth Sports, Inc. agrees to hold the Town harmless and shall indemnify and defend all claims, demands, or suits of law or equity arising from the negligent or intentionally wrongful actions or omissions of the Riverhead Youth Sports, Inc. or the Riverhead Youth Sports, Inc. officials or agents in providing the services called for under this agreement.

SECTION 11. Severability:

If any portion of this Agreement is held to be invalid or unenforceable for any reason, such holding shall not affect the validity or enforceability of any of the remaining portion.

IN WITNESS WHEREOF, the Town and the Riverhead Youth Sports, Inc. have executed this contract agreement as of the date and year last written below:

TOWN OF RIVERHEAD:

Supervisor

Date

Attest:

Town Clerk

Town Attorney

Riverhead Youth Sports, Inc

Riverhead Youth Sports, Inc President

Date

TOWN OF RIVERHEAD

Resolution # 242

AUTHORIZES THE SUPERVISOR TO EXECUTE A LICENSE AGREEMENT WITH CELTIC QUEST INC.

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, the Town of Riverhead recognizes the important of promoting recreational and responsible use of our waterfront and resources; and

WHEREAS, Celtic Quest Inc. seeks permission to operate a fishing charter and utilize the Town of Riverhead’s dock located on the north side of the East Creek Docking Facility to dock its 65 foot, 100 passenger Yank built, fishing/charter vessel; and

WHEREAS, the Town of Riverhead deems it advantageous to itself and to businesses located within the Town to grant to the Licensee to operate a charter fishing business subject to certain terms, conditions and restrictions.

NOW THEREFORE BE IT RESOLVED, that the Town Board hereby authorizes the Supervisor to execute a License Agreement in substantially the same form as annexed hereto between the Town of Riverhead and Celtic Quest, Inc. to operate a fishing charter and dock the vessel at the East Creek Docking Facility for a term of one month, May 1, 2015 to May 31, 2015, with a monthly dockage fee of \$1,000.00; and be it further

RESOLVED, that the Town Clerk shall mail a copy of this resolution to Celtic Quest Inc., 21 Waterview Drive, Port Jefferson, NY 11777; and be it further

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

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter ABSENT

The Resolution Was Thereupon Duly Declared Adopted

**LICENSE AGREEMENT
TO OPERATE FISHING CHARTER AT EAST CREEK DOCK/MARINA
BETWEEN
TOWN OF RIVERHEAD AND CELTIC QUEST, INC.**

This License Agreement is made this day of , 2015, by and between the Town of Riverhead, a municipal corporation with offices located at 200 Howell Avenue, Riverhead, NY 11901 (hereinafter referred to as "Town/Licensor") and Celtic Quest, Inc., a corporation licensed to do business in the State of New York, with its principal place of business at 21 Waterview Drive, Port Jefferson, NY 11777 (hereinafter referred to as "Celtic Quest, Inc./Licensor").

Whereas, the Town is the owner of an area of land known as East Creek Dock/Marina; and

Whereas, Celtic Quest, Inc./LICENSOR desires to obtain from Town/LICENSEE a license to dock a 65' commercial fishing vessel (Charter Vessel Documentation #591465) for purposes of operating a charter fishing business at East Creek Dock/Marina; and

Whereas, the LICENSOR deems it advantageous to itself and to businesses located within the Town to grant to the LICENSEE to operate a charter fishing business subject to certain terms, conditions and restrictions; and

Now, therefore, in consideration of the premises and the mutual promises contained here, the parties agree as follows:

Article I.

Upon the terms and conditions hereinafter set forth, the Town of Riverhead (hereinafter "LICENSOR") hereby grants a License to Celtic Quest, Inc. (hereinafter "LICENSEE") 65 feet of dock space for the purpose of operating a charter fishing business at the Town dock/marina known as East Creek Dock/Marina. This License does not grant LICENSEE use of any portion of the unimproved areas (beach/lawn/grass areas) or dock/boardwalk area, except to the extent that same is required for individuals to gain access (passenger embarking and disembarking, loading equipment/supplies) to the vessel. LICENSEE shall not locate any object, device, structure on the dock/walkway or otherwise obstruct pedestrian traffic along the dock/walkway.

Article II.

1. Term of the License

- a. The term of this License (the "term") shall commence on May 1, 2015 and shall end on May 31, 2015.

- b. Upon the expiration of the term, LICENSEE shall vacate the dock and remove or relocate the fishing vessel. In the event LICENSEE fails to remove the vessel from licensed premises at the expiration of the term of the License, LICENSEE shall be required to pay a fee of \$100.00 (one hundred dollars) per day or such portion thereof for each day the vessel continues to remain at the licensed premises. In the event LICENSEE fails to remove the vessel within 30 days after the expiration of the term of the License, LICENSOR shall be entitled to remove the vessel and access all charges set forth above, together with expenses/charges/costs related to the removal, relocation and storage of the vessel to the LICENSEE and/or owner of the vessel and the expenses so assessed shall constitute a lien against the LICENSEE and/or owner of the vessel.

2. License Fee

- a. In exchange for the License set forth above for the use of the licensed premises in connection with this Agreement, LICENSEE shall be required to pay LICENSOR a License fee in the amount of \$1000.00 and said sum shall be payable upon execution of this agreement. The payment shall be made payable to the "Town of Riverhead".
- b. Any permits necessary from any state or local governmental agencies shall be the responsibility of the LICENSEE.

3. License Premises

- a. LICENSEE is familiar with the licensed premises and has examined the premises prior to the execution of this License and is satisfied with the physical condition of the premises and further agrees that the premises are in a safe condition and in good repair. LICENSEE agrees to accept the licensed premises in its "as is" condition without any representations or warranties and agrees to limit use to those uses consistent with the purposes stated in this License Agreement. LICENSEE shall be prohibited from using the licensed premises and vessel as a residence or place of lodging nor may LICENSEE operate any other business or commercial activity on the subject property other than the charting fishing business. In addition, LICENSEE has investigated the improvements and natural features of East Creek Dock/Marina which may potentially effect activities of Celtic Quest, Inc. and its members and guests in the vicinity of the licensed premises, the parking area adjacent to the licensed premises, and the waters of the Peconic River in proximity to the licensed premises and, finally, the potential issues related to use of boats navigating through and along the waters, and represents that there exists no impediment to the intended operation and activities of Celtic Quest, Inc.. It is understood and agreed, LICENSOR has made no representation regarding: improvements, natural features, or boating activities on the waters nor has LICENSEE relied upon any such representation by the LICENSOR and instead LICENSEE bears sole responsibility for investigation as to such issues related to the intended use and operation of the above described areas related to activities of Celtic Quest, Inc..

- b. LICENSEE shall not remove, alter or modify any existing improvement on the subject property (dock, boardwalk, grass/picnic areas and adjacent parking areas) nor permanently attach, affix, or permit to be permanently attached or affixed upon the premises.

Article III.

1. Use and Occupancy

- a. LICENSEE agrees to utilize the licensed premises for mooring of the vessel and operation of a charter fishing business. It is understood that the License permits passengers of said fishing charter vessel to utilize LICENSOR'S parking area and dock for the purposes of egress and ingress (loading upon and unloading from the vessel).
- b. LICENSEE understands that the licensed premises is municipal park property and that, as such, it must keep the premises free of debris at all times.
- c. LICENSEE, at its own expense, shall keep the premises in good repair and agrees to surrender the premises to LICENSOR at the end of the term of this License in the same condition as at the beginning of the term, ordinary wear and use being excepted, and shall pay for all damages occasioned by its use.
- d. LICENSEE agrees to dispose of all refuse and garbage at its own cost and expense in accordance with Chapter 103 of the Code of the Town of Riverhead and shall not permit the accumulation of waste or refuse matter at the site. The LICENSEE is responsible for keeping the area free of dirt, debris and garbage to prevent foul odors from interfering with public use of the dock/marina, boardwalk, beach/grass/picnic area and parking lot. LICENSEE, at its own expense, shall keep the premises and surrounding area in a safe, clean and sanitary condition. LICENSEE agrees that no fish will be cleaned on the municipal dock/marina or on other municipal property. LICENSEE agrees to dispose of fish carcasses, bait, as well as other fishing waste in bags and that such bags will be removed from the premises daily by the LICENSEE. LICENSEE agrees that no such waste shall be deposited in or in the vicinity of East Creek Dock/Marina, beach/grass/picnic area or parking area.
- e. LICENSEE shall also ensure safe access to and from the premises. If the premises and surrounding area are not maintained by the LICENSEE, then LICENSOR reserves the right to terminate this License, or come upon the premises and take all actions necessary to restore the premises to the condition required herein. The cost and expense of LICENSOR shall be charged to LICENSEE.
- f. LICENSEE, or any and all persons in his/her employ or any other persons, is expressly forbidden to use public address systems or other mechanical or hand-operated voice or power operated megaphones in solicitation of business or for entertainment purposes. LICENSEE shall adhere to the provisions of Chapter 81 of the Code of the Town of Riverhead.

- g. LICENSEE shall not assign, transfer, mortgage, or otherwise dispose of or encumber this License or any rights without the prior written consent of LICENSOR. Any such attempt without consent of LICENSOR shall be an automatic revocation of this License and all payments received by LICENSOR shall be forfeited to the LICENSOR as liquidated damages.
- h. LICENSOR, its representatives and employees shall at all times have free access to the premises for purposes necessary, incidental to or connected with the performance of its obligations hereunder or in the exercise of LICENSOR'S governmental functions.
- i. In the event that the premises or any portion of the premises shall be destroyed or damaged by fire or other casualty so as to prevent the use of the premises for the purposes and during the periods specified herein, or the premises cannot be used because of strikes, acts of god, or other causes beyond the control of LICENSOR, then this License shall terminate and LICENSEE waives any claim against LICENSOR for damages by reason of such termination. LICENSOR shall not be obligated to repair or rebuild the premises, but may elect in its sole discretion to do so.

Article IV.

1. Obligations of LICENSOR

- a. LICENSEE represents that his vessel meets all conditions required by the United States Coast Guard and that he maintains and keeps current all necessary licenses for the operation of his vessel as a charter fishing vessel. Upon request, LICENSEE shall provide to LICENSOR proof of the representations set forth herein. It is understood and agreed that this vessel shall be utilized for sport fishing and that occupancy/habitation of said vessel, other than sport fishing, shall not be permitted. LICENSEE agrees to use and occupy the premises pursuant to all rules and regulations prescribed by LICENSOR, all statutes, ordinances, rules, regulations and directions in existence during the periods covered by the License, made or issued by the federal, state or local governmental agencies or departments. LICENSEE covenants and warrants that the vessel is in all respects seaworthy and in safe condition unless otherwise stated in writing on this Agreement. LICENSEE and vessel shall be directly liable to LICENSOR for any loss, damage or injuries suffered by reason of any unsafe or un-seaworthy condition of the vessel.
- b. LICENSEE warrants and covenants that at all times when the vessel is at, near or is using the facilities of the Town dock/marina, the vessel shall not have aboard any dangerous or illegal devices, appliances or materials unless they are U.S. Coast Guard or other appropriate government agency, or underwriters laboratories or equivalent, approved in respect to the use being made of them.

- c. LICENSEE shall not use or permit open flame devices to be used at the dock/marina. In addition, LICENSEE shall not dispose or abandon any hazardous materials on the property in any way.
- d. LICENSEE and any of his guests shall act reasonably so as not to disturb others, shall observe quiet times, shall not operate generators or motors continuously after hours. Docks and walkways/boardwalk shall be clean of obstructions.
- e. LICENSEE shall not store supplies, materials, accessories, hoses or debris, gear, or any electrical cords upon any dock, boardwalk, walkway and grass/picnic area or fasten thereon any lockers, chests cabinets, steps, ramps or similar structures unless authorized by LICENSOR.
- f. LICENSEE warrants and covenants that the vessel will be operated, and secured when not in operation, in a safe, careful manner so as not to cause damage to the LICENSOR'S facilities or to any other vessels, and shall be maintained in a safe and seaworthy condition and shall not be a public or private nuisance or interfere with the peaceful enjoyment of the dock/marina by others or be a source of environmental pollution. Unless LICENSEE states otherwise in writing, LICENSOR is entitled to rely on the apparent authority of anyone in possession or apparent charge of the vessel. In the event that LICENSEE or other authorized person is unavailable, or is available but refuses to act, and if the vessel is in danger of sinking, causing any hazard to navigation, becoming a fire, explosion or pollution hazard, or of causing damage to the dock/marina's facilities or, in the LICENSOR'S judgment presents a present or foreseeable hazard or danger, the LICENSEE authorizes LICENSOR to take reasonable and appropriate actions, at LICENSEE's sole risk and expense to abate, mitigate and otherwise deal with the apparent danger and to protect the dock/marina's facilities and other vessels using them or being stored there, as well as protect the general public and private property and vessels using the Peconic River, harbor and its environs. LICENSEE agrees to be bound by LICENSOR'S actions and to be fully and solely responsible for all expenses. Notwithstanding the above, nothing herein shall be construed to create any duty, obligation or responsibility to act on the part of LICENSOR; and nothing shall be construed to create any liability on the part of LICENSOR for failing to act in such circumstances; and nothing herein shall be construed to create any exception or waiver of the general conditions, restrictions, waivers, exonerations, etc. set forth herein in favor of LICENSOR.

Article V.

1. Insurance and Indemnification:

- a. LICENSEE will secure, at its own expense, and furnish to LICENSOR prior to the commencement of the term of this License, policies of comprehensive general liability insurance in an amount not less than \$2,000,000.00; and such other insurance coverage/policies as set forth below. The required insurance coverage

shall be with companies and in a form satisfactory to LICENSOR and shall be in effect during all periods specified in Article II of this License or any extension. The insurance policy shall provide that no cancellation or amendment or modification reducing the extent of insurance provided under the policy, once the policies have been filed with LICENSOR, shall be effective if such amendment or modification or cancellation will leave the LICENSEE without insurance of the type and amount required during the term of the License. Moreover, all insurance policies shall specifically designate Town of Riverhead, its agents and employees as additional named insured.

b. The Kinds and Amounts of Insurance Required are as follows:

1) Worker's Compensation

Worker's compensation insurance, in statutory amounts, covering all employees who are to provide a service under this Agreement. Employer's liability coverage with limits of not less than \$250,000 for each accident or illness shall be included.

2) Commercial Liability (primary and umbrella)

Commercial liability insurance or equivalent with limits of not less than \$2,000,000 per occurrence, combined single limit, for bodily injury, personal injury, and property damage liability. Products/completed operation, independent contractor, and contractual liability coverage are to be included.

- c. LICENSEE will furnish the Town, the original certificates of insurance evidencing the required coverage to be in force on the date of this Agreement, and renewal certificates of insurance, or such similar evidence, if the coverage has an expiration or renewal date occurring during the term of this Agreement.
- d. The insurance shall provide for thirty days prior written notice to be given to the Town in the event coverage is substantially changed, cancelled, or nonrenewal.
- e. LICENSEE agrees that insurer shall waive its rights of subrogation against the Town.
- f. LICENSEE expressly understands and agrees that any insurance maintained by the Town shall apply in excess of and not contribute with insurance provided by the LICENSEE under the Agreement.
- g. The Town maintains the right to modify, delete, alter or change these requirements.
- h. LICENSEE shall not occupy the premises licensed under this License until all required insurance is in full force and effect and submitted to the Town.
- i. LICENSEE'S obligation to the Town for any liability, damage or expense by reason of any injury or injuries sustained by anyone to persons or property or loss or property received, done or occurred on or about the premises licensed by LICENSEE shall not be limited by or to the coverage provided in the general liability

insurance policy required to be furnished by LICENSEE to the town.

- j. LICENSEE agrees to indemnify and hold the Town of Riverhead and their respective officers, employees, agents, representatives and officials harmless from any and all loss or liability associated with its use of the property and related activities described herein, including liability for damages to property or for injuries or death to persons which may arise from, or be attributable or incident to the use by LICENSEE and its employees, agents, representatives and concessionaires of the property, excepting liability solely caused by the gross negligence of the Town or its employees, agents or representatives. Without limiting the generality of the foregoing, LICENSEE agrees to indemnify and hold the Town of Riverhead harmless from any lien claimed or asserted for labor, materials or services furnished to LICENSEE in connection with the use of the property. With respect to any suit or claim by the Town, whether under this indemnification provision or otherwise, LICENSEE, for itself, its agents, employees and representatives, hereby expressly waives any defense which might preclude or limit either enforcement of this indemnification clause or any reasonable attorneys fees incurred by the Town of Riverhead securing compliance with the provision of this indemnification agreement. LICENSEE will work with the Town of Riverhead to ensure adequate coverage of all property and liability with all concerned entities being named as "additional insured".
- k. Hurricane – LICENSEE and Town stipulate that the Town is not liable for loss, damage, third party damage or loss to property or person in the event of acts of god, storms, floods, high winds, gales or hurricanes. LICENSEE further agrees to evacuate the property of the Town together with his vessel when so instructed by the Town since no such facility can guarantee/warranty safety in abnormal weather conditions. It shall be LICENSEE's responsibility to remove the vessel in a timely manner at the LICENSEE'S expense without liability to the Town. LICENSEE shall bear total responsibility for damage to and caused by the vessel under these circumstances. If LICENSEE does not cause the vessel to be moved, it is stipulated that the Town may do so, at full cost to LICENSEE, but with no responsibility on its part or on the part of the Town's insurance underwriter, and that such refusal will immediately void this Agreement. LICENSEE agrees that the Town shall not be responsible for any damage or loss which occurs to the vessel from cause beyond the immediate, direct control of the Town. This includes, but is not limited to, actions or negligence of other vessel LICENSEEs or business visitors or guests; failure of utilities, buildings or equipment; extreme weather damage; tidal or wave damage; fire; explosion; dry rot, mildew or inherent vice or defects of any of the vessel's materials or appurtenances; or acts of god. LICENSEE also agrees that the Town shall not be responsible for damage, deterioration, or other loss on the vessel during the term of this Agreement, and that it is the LICENSEE's responsibility, in every instance, to determine how, when and to what extent the vessel shall be maintained, operated, repaired and serviced during the term of this Agreement. Further, it is agreed and stipulated that the services included in this Agreement do not include any type of onsite security, guard services, watchmen, etc., and that the Town

shall not be liable to the LICENSEE or vessel for any intrusion, theft, vandalism, arson or other criminal acts of any kind.

- i. LICENSEE's obligation to the Town for any liability, damage or expense by reason of any injury or injuries sustained by anyone to persons or property or loss or property received, done or occurred on or about the premises licensed by the LICENSEE shall not be limited by or to the coverage provided in the general liability insurance policy required to be furnished by the LICENSEE to the Town.
- m. LICENSEE and the Town agree that nothing contained in this Agreement is intended, or shall be construed as, creating or establishing a partnership or joint venture between the parties here or as designating the LICENSEE as the agent or representative of the town for any purpose whatsoever.

Article VI.

1. Default Provisions

- a. Any waiver or any breach of covenants contained herein to be kept and performed by LICENSEE, shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the Town from proceeding under the provisions of this Agreement.
- b. As set forth above, upon termination of the License, whether caused by lapse of time or otherwise, LICENSEE shall at once surrender possession of the premises. If possession is not immediately surrendered, the Town may take possession of the premises and expel or remove LICENSEE and those claiming by, through, or under it, by force if necessary, without civil or criminal liability.
- c. Upon the breach of any covenant or condition contained herein, the Town shall give written notice to LICENSEE of the breach. LICENSEE agrees that it will remedy the breach within one day. If the breach of any covenant or condition is not cured within the above time, the Town reserves the right to revoke this Agreement and LICENSEE agrees to surrender the premises. Any License fees previously received by the Town shall be retained by the Town as liquidated damages.
- d. LICENSEE shall pay and discharge all costs, expenses, and attorney's fees which might be incurred by the Town in enforcing the covenants of this License Agreement.
- e. The remedies here created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another remedy.
- f. In the event that the License is granted to more than one individual or other legal entity (or to any combination), then and in that event, each and every obligation or undertaking to be performed by LICENSEE under the License Agreement shall be the joint and several obligation of each such individual or other legal entity.

2. Miscellaneous

Notices to the Town provided for herein may be sent by first class mail, postage prepaid, addressed to the Office of the Town Attorney, 200 Howell Avenue, Riverhead, NY 11901. Notice to LICENSEE provided for here may be sent by first class mail, postage prepaid, addressed to Celtic Quest, Inc., a corporation licensed to do business in the State of New York, with its principal place of business at 21 Waterview Drive, Port Jefferson, NY 11777.

In Witness Whereof, LICENSOR and LICENSEE do hereby execute this License Agreement as of the date and year first above written.

TOWN OF RIVERHEAD

by: _____
Sean M. Walter, Supervisor

CELTIC QUEST, INC.

by: _____
Name/Title:

TOWN OF RIVERHEAD

Resolution # 243

**AUTHORIZES THE SUPERVISOR TO EXECUTE AN EASEMENT AGREEMENT
BETWEEN THE COUNTY OF SUFFOLK AND THE TOWN OF RIVERHEAD FOR THE
SUFFOLK COUNTY DOWNTOWN REVITALIZATION PROGRAM**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Town, by Resolution #1100 adopted on November 17, 2009, approved the Town of Riverhead participation in the Suffolk County Downtown Revitalization Program, a program designed to support, develop and assist local governments with funding of projects located in Suffolk County that will have an important and sustainable impact on downtowns and business districts; and

WHEREAS, the Town, as part of its downtown revitalization efforts and desire to enhance public enjoyment of Ammerman Park/Peconic Riverfront and the park improvements, including the boardwalk along the scenic Peconic River, proposed a project to widen the existing access ramp to accommodate larger rowing vessels, floating dock, and construction of a portable boathouse; and

WHEREAS, the Town, by Resolution #1100 adopted on November 17, 2009, authorized the Supervisor to execute an inter-municipal agreement with the County under Article 5-G of the General Municipal Law pursuant to which the Town of Riverhead would be required to undertake and complete the project and the County would be responsible for providing financing for all or part of the cost of the project (County of Suffolk awarded \$90,000.00 for the project); and

WHEREAS, the Town, through the Engineering Department and pursuant to the terms of the project, made application to New York State Department of Conservation for the requisite permit under Article 25 (Tidal Wetlands); Article 15 Title 15 (Excavation/Fill in Navigable Waters) and §401 Clean Water Act (Water Quality Certification) to install a 10'x 79' low profile floating dock and 4' x4' gangway in place of the existing floating dock and wood gangway/ramp. In addition, replace existing 9' x 60' floating dock with a shorter 9' x 25' floating dock and replace 4' ramp with a wider 6' ramp; and

WHEREAS, after the New York State Department of Environmental Conservation issued the permits and as required by the terms of the inter-municipal agreement between the Town of Riverhead and County of Suffolk, the Town granted the County of Suffolk an easement on, over, and across that portion of Town owned property whereby the improvements described in the paragraph above were to be located; and

WHEREAS, the Town considered several locations in proximity to the dock improvements for the location of the portable boathouse and determined that property

owned by the Sewer District, known and hereinafter referred to as the “McDermott Property” and currently licensed to East End Rowing, is an appropriate location due to the location; present use, to wit: encouragement of amateur rowing and the general promotion of physical culture; educational (license requirements to provide “free” classes to residents) and recreational opportunities for residents of the Town of Riverhead; and finally, terms of license wherein the Sewer District/Town reserved right to locate portable boathouse on the property; and

WHEREAS, as stated above and as required by the terms of the inter-municipal agreement between the Town of Riverhead and County of Suffolk, the Town now seeks to provide an easement on, over, and across that portion of the McDermott Property *subject to a right to relocate the boathouse in the event that the Sewer Department requires use of the property for improvements to the Defriest Pump Station, to comply with the terms and conditions of the grant.

NOW THEREFORE BE IT RESOLVED, that upon approval by the Grantor, the Town Board authorizes the Supervisor to execute the required easements and/or additional documents and agreements between Suffolk County and the Town of Riverhead to undertake the program described above under the Suffolk County Downtown Revitalization Program; and be it further

RESOLVED, that the Community Development Agency shall be responsible to timely file and maintain all documents and records required to comply with the grant and receive the grant monies under the Suffolk County Downtown Revitalization Program and submit the appropriate documentation to Accounting Department for purchase requisitions as may be required under the terms of the grant; and

RESOLVED, that the Riverhead Town Board hereby authorizes the Accounting Department to set up budget for the contract and issue purchase orders consistent with the terms of the grant; and be it further

RESOLVED, that the Town Clerk shall provide a certified copy of this resolution to Suffolk County Community Development Director, Jill Rosen-Nikoloff-Thompson, Suffolk County Community Development, PO Box 6100, Hauppauge NY 11788-0099 and an electronic copy of the adopted resolution to the Town Attorney, Community Development Department and the Accounting Department; and be it further

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

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter ABSENT

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 244

APPROVES NUNC PRO TUNC AND AUTHORIZES TOWN SUPERVISOR TO EXECUTE A RIDER TO THE LEASE AGREEMENT REGARDING WEEKLY SATURDAY/SUNDAY CRAFT VENDOR MARKET FROM NOVEMBER 22, 2014, TO MAY 17, 2015, WITH THE RIVERHEAD BUSINESS IMPROVEMENT DISTRICT MANAGEMENT ASSOCIATION, INC. AND PROPERTY OWNERS OF 221 EAST MAIN STREET, RIVERHEAD

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, the Town of Riverhead enacted a local law pursuant to Town Board Resolution no. 222 of 1991 thereby establishing the Town of Riverhead Business Improvement District which is governed by the Riverhead Town Board; and

WHEREAS, upon the unanimous recommendation of the Riverhead Business Improvement District Management Association, Inc. (BIDMA), the Town of Riverhead Business Improvement District by the Riverhead Town Board wishes to co-sponsor a weekly Saturday/Sunday Craft Vendor Market on the first floor of 221 East Main Street, Riverhead, simultaneously with the Farmer's Market currently taking place on the second floor of the subject premises retroactively commencing on successive Saturdays from November 22, 2014, and ending on Saturday, May 17, 2015, at 221 East Main Street, Riverhead; and

WHEREAS, the Riverhead Business Improvement District Management Association, Inc., pursuant to contract, needs the consent and approval of the Town of Riverhead Business Improvement District to facilitate Town of Riverhead Business Improvement District-related events.

WHEREAS, the Town of Riverhead, Town of Riverhead Business Improvement District, Riverhead Business Improvement District Management Association, Inc., and the property owners of 221 East Main Street, Riverhead, executed a lease agreement on or about October 31, 2014, to lease the subject premises during the subject time period regarding the farmer's market.

WHEREAS, the terms and conditions of the lease agreement executed on or about October 31, 2014, shall be in full force and effect regarding the rider to the lease agreement except there shall be no additional rent required for use of the first floor of the subject premises and such term shall be extended to Sunday, May 17, 2015.

NOW THEREFORE BE IT RESOLVED, that the Rider to the Lease Agreement is hereby approved nunc pro tunc and the Town Supervisor is authorized to execute the Rider to the Lease Agreement.

RESOLVED, that the Riverhead Business Improvement District Management Association, Inc., shall provide all documentation regarding valid and proper expenditures for this event, to the Riverhead Town Accounting Department; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Raymond Pickersgill, President, Riverhead Business Improvement District Management Association, Inc., 49 East Main Street, Riverhead, New York 11901; and be it further

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

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter ABSENT

The Resolution Was Thereupon Duly Declared Adopted

RIDER TO LEASE AGREEMENT

This Rider to the Lease Agreement is made as of March 18, 2015, between

ROBERT KNOTOFF and NANCY KNOTOFF, c/o 221 East Main Street, Riverhead, NY 11901, as "Landlord".

and

THE TOWN OF RIVERHEAD, TOWN OF RIVERHEAD BUSINESS IMPROVEMENT DISTRICT and RIVERHEAD BUSINESS IMPROVEMENT DISTRICT MANAGEMENT ASSOCIATION, INC., (BIDMA) c/o Raymond Pickersgill, President, 40 East Main Street, Riverhead, NY 11901, collectively "Tenant".

WITNESSETH: The Landlord hereby additionally leases to the Tenant the following premises:

221 East Main Street, Riverhead, NY 11901, specifically the first floor as well, including adjoining rooms, hereinafter "subject premises".

TERM: Shall be deemed to have commenced on November 22, 2014, to May 17, 2015, inclusive, to be used and occupied additionally for

Craft Vendor Market. **No additional rent.**

However, Landlord or Tenant may terminate this Lease Rider at any time and for any reason upon 30 days written notice to the other party the occupancy end date of which must coincide with the last day of the applicable month. Upon 30 days of written lease termination notice to the respective party, Tenant must vacate the subject premises within 30 days of receipt of the written lease termination notice as addressed above. In such case of early lease termination notice, Tenant shall not be responsible for payment of rent or other contractual expenses beyond the last day of the month in which the Tenant physically vacates the subject premises.

Additional terms, conditions and covenants as follows:

- 1) That the Tenant shall take good care of the premises and shall, at the Tenant's own cost and expense make all repairs and at the end or other expiration of the term, shall deliver up the subject premises in good order or condition. Tenant shall accept the subject premises in "as-is" condition.
- 2) That the Tenant shall promptly execute and comply with all statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and Local

Governments and of any and all their Departments and Bureaus applicable to said premises, for the correction, prevention, and abatement of nuisances or other grievances, in, upon, or connected with said premises during said term; and shall also promptly comply with and execute all rules, orders and regulations of the New York Board of Fire Underwriters, or any other similar body, at the Tenant's own cost and expense.

3) That the Tenant, successors, heirs, executors or administrators shall not assign this Lease Rider Agreement, or any part thereof, without the Landlord's consent in writing; or occupy, or permit or suffer the same to be occupied for any business or purpose deemed disreputable or extra hazardous on account of fire, and in the event of a breach thereof, the term herein may at Landlord's option, cease.

4) Tenant must give Landlord prompt notice of fire, accident, damage or dangerous or defective condition. If the Premises cannot be used because of fire or other casualty, Tenant is not required to pay rent for the time the Premises are unusable. If part of the Premises cannot be used, Tenant must pay rent for the usable part on a pro rata basis. Landlord and Tenant shall decide together which part of the Premises is usable. Landlord need only repair the damaged structural parts of the Premises. Landlord is not required to repair or replace any equipment, fixtures, furnishings or decorations. Landlord is not responsible for delays due to settling insurance claims, obtaining estimates, labor and supply problems or any other cause not fully under Landlord's control.

5) The said Tenant agrees that the said Landlord and Landlord's agents and other representatives shall have the right to enter into and upon said premises, or any part thereof, at all reasonable hours for the purpose of examining the same, or making such repairs or alterations therein as may be necessary for the safety and preservation thereof.

6) The Tenant also agrees to permit the Landlord or the Landlord's agents to show the premises to persons wishing to rent or purchase same; and the Tenant further agrees that the Landlord or the Landlord's agents shall have the right to place notices on the front of said premises, or any part thereof, offering the premises "For Sale", and the Tenant hereby agrees to permit the same to remain thereon without hindrance or molestation.

7) That if any default be made in the payment of the said rent or any part thereof, or if any default be made in the performance of any of the covenants herein contained, the Landlord or representatives may re-enter the said premises by force, summary proceedings or otherwise, and remove all persons therefrom, without being liable to prosecution therefor, and the Tenant hereby expressly waives the service of any notice in writing of intention to re-enter, and the Tenant shall pay at the same time as the rent becomes payable under the terms hereof a sum equivalent to the rent reserved herein, and the Landlord may rent the premises on behalf of the Tenant, reserving the right to rent the premises for a longer period of time than fixed in the original lease without

releasing the original Tenant from any liability, applying any moneys collected, first to the expense of resuming or obtaining possession, second to restoring the premises to a rentable conditions, and then to the payment of the rent and all other charges due and to grow due to the Landlord, any surplus to be paid to the Tenant, who shall remain liable for any deficiency.

8) Damage and injury to the said premises shall be repaired as speedily as possible by the Tenant at the Tenant's own cost and expense.

9) That the Tenant shall neither encumber nor obstruct the sidewalk in front of, entrance to, said premises, nor allow the same to be obstructed or encumbered in any manner.

10) That if default be made in any of the covenants herein contained, then it shall be lawful for the said Landlord to re-enter the said premises, and the same to have again re-possess and enjoy. The said Tenant hereby expressly waives the service of any notice in writing of intention to re-enter.

11) Tenant shall pay to Landlord the rent or charge which may, during the demised term, be assessed or imposed for the water used or consumed in or on the said premises, whether determined by meter or otherwise, as soon as when the same may be assessed or imposed, and will also pay the expenses for the setting of a water meter in the said premises should the latter be required. Tenant shall pay Tenant's proportionate part of the sewer rent or charge imposed upon the building. All such rents or charges or expenses shall be paid as additional rent and shall be added to the next month's rent thereafter to become due.

12) The failure of the Landlord to insist upon a strict performance of any of the terms, conditions and covenants herein, shall not be deemed a waiver of any rights or remedies that the Landlord may have, and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained. This instrument may not be changed, modified, discharged or terminated orally.

13) If the whole or any part of the demised premises shall be acquired or condemned by Eminent Domain for any public or quasi-public use or purpose, then and in that event, the term of this lease shall cease and terminate from the date of title vesting in such proceeding, and Tenant shall have no claim against Landlord for the value of any unexpired term of said lease. No part of any award shall belong to the Tenant.

14) Intentionally omitted.

15) Landlord shall not be liable for failure to give possession of the premises upon commencement date by reason of the fact that premises are not ready for occupancy or because a prior Tenant or any other person is wrongfully holding over or is in wrongful possession, or for any other reason. The rent shall not commence until possession is given or is available, but the term herein shall not be extended.

16) And the said Landlord does covenant that the said Tenant on payment the said

rent, and performing the covenants aforesaid, shall and may peacefully and quietly have, hold and enjoy the said demised premises for the term aforesaid, provided, however, that this covenant shall be conditioned upon the retention of title to the premises by the Landlord.

And it is mutually understood and agreed that the covenants and agreements contained in the within lease shall be binding upon the parties hereto and upon their respective successors, heirs, executors and administrators.

17) The Riverhead Business Improvement District Management Association, Inc., shall provide Landlord with proof of comprehensive general liability insurance for the subject activity and on behalf of the designated craft vendors in the minimum amount of 1 million dollars per occurrence/1 million dollars in the aggregate and shall name Landlord as additional insured on such insurance policy.

18) Landlord shall consent to alcohol taste-tastings at the subject premises conducted in compliance with New York State Law, Rules and Regulations including but not limited to the Rules and Regulations of the New York State Liquor Authority. Such vendors conducting alcohol taste-tastings shall provide proof of alcohol consumption insurance liability limits in the minimum amount of 1 million dollars per occurrence/1 million dollars in the aggregate.

ROBERT KNOTOFF, Landlord

Date: _____

NANCY KNOTOFF, Landlord

Date: _____

RAYMOND PICKERSGILL, President
Riverhead Business Improvement
District Management Association, Inc, Tenant

Date: _____

SEAN M. WALTER, Town Supervisor
Town of Riverhead, and on behalf of the
Town of Riverhead Business Improvement District, Tenant

Date: _____

TOWN OF RIVERHEAD

Resolution # 245

ORDERS THE TOWN ENGINEERING DEPARTMENT TO FACILITATE THE REMOVAL OF AN UNSAFE STRUCTURE LOCATED AT 162 FOUNDERS PATH, BAITING HOLLOW, ALSO KNOWN AS SUFFOLK COUNTY TAX MAP NO. 600-39-6-16 AND TO ASSESS REMOVAL COSTS AGAINST THE SUBJECT PROPERTY

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, the Riverhead Town Clerk was directed to publish and post a public notice for a public hearing regarding an alleged unsafe structure as delineated above; and

WHEREAS, a hearing was conducted on February 18, 2015 at about 7:05 p.m., at Town Hall, for the purpose of determining the structural integrity of the delineated structure, pursuant to Chapter 54 of the Riverhead Town Code, and pursuant to statutory notice requirements; and

WHEREAS, that hearing was held open and continued on March 3, 2015 at about conducted on February 18, 2015 at about 2:15 p.m., at Town Hall, for the purpose of determining the structural integrity of the delineated structure, pursuant to Chapter 54 of the Riverhead Town Code, and pursuant to statutory notice requirements; and

WHEREAS, the Town Board received testamentary evidence as well as other evidence in the form of exhibits during the hearings on February 18, 2015 and on March 3, 2015; and

WHEREAS, the thirteen (13) page report prepared by Town Engineer Kenneth Testa was admitted into evidence; and

WHEREAS, the Town Engineer's report cites numerous defects regarding the construction of the delineated structure and determined that the construction was not in compliance with the New York State Building Code; and

WHEREAS, Eugene Lafurno was afforded an opportunity to submit a report on or before March 20, 2015 by an engineer of his own choice with certification that the delineated structure was constructed in conformity with the State Building Code; and

WHEREAS, Eugene Lafurno failed or neglected to file a certified engineer's report by March 20, 2015; and

WHEREAS, a Certified Copy of the Short Form Order (the "Order") dated June 11, 2014 by Justice Jerry Garguilo was also submitted into evidence as part of the aforementioned evidence; and

WHEREAS, Justice Jerry Garguilo in his June 11, 2014 Order determined that the delineated structure was illegal and unpermitted and had ordered it removed; and

WHEREAS, the Town Board, upon due deliberation and consideration, of all evidence adduced at the hearing, has determined that the delineated structure is unsafe and constitutes a hazard to safety and health; and

WHEREAS, the evidence adduced at the hearing warrants the removal of the structure.

NOW THEREFORE BE IT RESOLVED, the Town Board, upon due deliberation and consideration, of all evidence adduced at the hearing, finds that that the delineated structure is unsafe and constitutes a hazard to safety and health; and be it further

RESOLVED, the Town Board, upon due deliberation and consideration, orders that the delineated structure be removed in its entirety; and be it further

RESOLVED, that the Town Engineering Department is ordered to facilitate the removal of the delineated structure by whatever means it deems appropriate and assess all costs and expenses incurred by the Town in connection with the proceedings to the property owner, including the cost of actually removing said structure and/or remediate or secure the property such that the dangerous condition is not accessible to the public pursuant to Riverhead Town Code Chapter 54; and be it further.

RESOLVED, that a copy of this resolution shall be forwarded to Mr. & Mrs. Eugene Lafurno, 162 Founders Path, Baiting Hollow, New York 11933, via certified mail, return receipt requested; the Town Engineering Department and the Chief Fire Marshal. In addition, all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and, if needed, a certified copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter ABSENT

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 246

AUTHORIZES THE TOWN SUPERVISOR TO EXECUTE INTERMUNICIPAL AGREEMENT BETWEEN THE COUNTY OF SUFFOLK AND THE TOWN OF RIVERHEAD (DEBRIS MANAGEMENT PLAN)

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, funding is available from the Suffolk County, acting through its duly constituted Department of Fire rescue and Emergency Services (“FRES”) to develop a Debris Management Plan (sometimes hereinafter the “Plan”); and

WHEREAS, the Town of Riverhead has applied for this funding that will allow them to develop the Plan within the Town of Riverhead; and

WHEREAS, the Town Supervisor has requested authorization from the Town Board to enter into these agreements with the County of Suffolk on behalf of the Town of Riverhead.

NOW, THEREFORE BE IT RESOLVED, that the Town Board hereby authorizes the Town Supervisor to sign the attached Intermunicipal Agreement with the County of Suffolk for funding through FRES for the development of a Debris Management Plan for a term from January 1, 2015 to August 31, 2015; and be it further

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

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter ABSENT

The Resolution Was Thereupon Duly Declared Adopted

Intermunicipal Agreement for Services

This Agreement ("Agreement") is between the County of Suffolk ("County"), acting through its duly constituted Department of Fire Rescue and Emergency Services ("Department" and/or "FRES"), located at Yaphank Avenue, Yaphank, New York 11980; and the Town of Riverhead ("Municipality"), a municipal corporation organized under the State of New York with an office located at Riverhead Town Hall, 200 Howell Avenue, Riverhead, NY 11901. The Municipality and the Department shall be referred to collectively as the "Parties" or "Party."

The Parties hereto desire to coordinate in connection with the coordination and development of a multi-jurisdictional, Debris Management Plan ("the Services") as set forth in Article I, entitled "Description of Services."

Term of Agreement: January 1, 2015 through August 31, 2015 with an option to extend to December 31, 2015 at the sole discretion of the County upon written notice to the Municipality.

Payment Terms: Shall not exceed \$9,400.00 to be paid to the Municipality, as set forth in Article I and II.

Terms and Conditions: Shall be as set forth in Article I & II and Exhibit 1, attached hereto and incorporated herein.

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

Town of Riverhead

County of Suffolk

By: _____

By: _____

Date: _____

Dennis Cohen
Chief Deputy County Executive

Fed. Taxpayer ID No. _____

Date: _____

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

Department of Fire Rescue and Emergency Services
Approved:

By: _____ Date _____

Joseph F. Williams
Commissioner

Sign Date

Approved as to Form:
Dennis Brown,
Suffolk County Attorney

Recommended:

By: _____ Date: _____

By: _____ Date _____

Mary Porter,
Assistant County Attorney

Thomas F. O'Hara
Project Manager



List of Articles & Exhibits

Article I
Description of Services

Article II
Financial Terms and Conditions

1. Conflicting Provisions
2. General Payment Terms
3. Agreement Subject to Appropriation of Funds
4. Accounting Procedures
5. Audit
6. Comptroller's Rules and Regulations for Consultant's Agreements
7. Specific Payment Terms and Conditions

Exhibit 1
Suffolk County Legislative Requirements

1. Municipality's/Vendor's Public Disclosure Statement
2. Living Wage Law
3. Use of County Resources to Interfere with Collective Bargaining Activities
4. Lawful Hiring of Employees Law
5. Gratuities
6. Prohibition Against Contracting with Corporations that Reincorporate Overseas
7. Child Sexual Abuse Reporting Policy
8. Non Responsible Bidder
9. Use of Funds in Prosecution of Civil Actions Prohibited
10. Youth Sports
11. Work Experience Participation
12. Safeguarding Personal Information of Minors
13. Suffolk County Local Laws Website Address

Article I
Description of Services

Whereas, the Department of Fire Rescue and Emergency Services Suffolk County (the County) is authorized to receive grant funding from the Federal Emergency Management Agency UASI 2013 Grant program under Resolution 1084-20013 to provide emergency service coordination for the development of intermunicipal agreements with partners municipalities; and

Whereas, the County will utilize federal and state grant funds to coordinate with the Municipality in the development of a Multi-Jurisdictional, Debris Management Plan;

WHEREAS, pursuant to Resolution No. _____ dated _____, the Municipality is authorized to enter into this Agreement (See Exhibit "2");

Now, Therefore, in consideration of the mutual covenants herein set forth, the County and the Municipality agree as follows:

1. Conflicting Provisions

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

2. Purpose of Agreement

The Municipality and the County acting through the Department shall coordinate, as more particularly described below in this Article I section 5, entitled "Responsibilities of the Parties."

3. Meanings of Terms

As used in the Agreement:

- A. "Comptroller" means the Comptroller of the County of Suffolk.
- B. "County" means the County of Suffolk, its departments, and agencies.
- C. "County Attorney" means the County Attorney of the County of Suffolk.
- D. "FEMA" means the United States Federal Emergency Management Agency
- E. "Federal" means the United States government, its departments and agencies.
- F. "Force Account Labor" means Force Account Labor Costs. The straight- or regular-time salaries and benefits of a grantee's or subgrantee's permanently employed personnel as defined pursuant to 44 C.F.R. § 206.228 or any subsequent amendments
- G. "Fund Source" means any direct or indirect sum payable to the Municipality by the County pursuant to any lawful obligation.

Rev. 3/12/2015; Law No. 15-FS-022
Reimbursement for Plan/Grant Deliverables

- H. "State" means the State of New York.
- I. "Suffolk County Payment Voucher" means the document authorized and required by the Comptroller for release of payment.

4. Term

This Agreement shall cover the period set forth on page one of this Agreement, unless sooner terminated as provided in paragraph 6 below.

5. Responsibilities of the Parties

The Municipality will work with the Department and other federal, state and local agencies to develop a Debris Management Plan ("Plan"). At a minimum, the Plan shall have the following 12 basic elements:

- A. Debris Management Plan Overview. The Plan shall include a discussion explaining the Plan's purpose and its overarching goals. It should also include a brief discussion about how the Plan was developed; who participated in the Plan development (effort should be made to include all internal departments and external entities that may be involved with the debris removal operations); and, whether the Plan is officially adopted by the governing body.
- B. Events and Assumptions. The Plan shall forecast the type and quantity of debris essential to the debris removal process. The Department and Municipality shall cooperate to identify the types and severity of disasters that are most likely to occur along with the types and anticipated quantities of debris that may be generated. The Parties should also identify the type of handling that would be necessary to safely manage the debris. The Plan should describe the general terrain types, land use, and accessibility for the areas which would most likely be impacted by the disaster and how these characteristics may affect debris operations.
- C. Debris Collection and Removal. The Parties shall develop a debris collection strategy and include identification and prioritization of facilities that will be impacted by disaster debris. The Plan should also define the priorities during both the response and recovery phase operations and describe the coordination process with other entities responsible for managing debris. The Plan should identify roles and responsibilities for all functions involved (e.g., Public Works, Finance, Solid Waste Departments, etc.). Additionally, the Plan should address the methods that will be used to remove debris (i.e., curbside collection, community drop-off bins, etc.).
- D. Temporary Debris Management Sites and Disposal Locations. The Plan shall identify locations where the disaster debris will be segregated, reduced and disposed and/or whether it will be recycled. The Plan should address traffic circulation at each of the disposal sites, disposal capacity and how debris will be managed if there is a lack of landfill capacity.
- E. Debris Removal on Private Property. Debris removal from private property is generally the responsibility of the individual property owners; however, when it is in the public interest to remove debris, the Parties may act to abate the threat. The Plan should identify the circumstances under which the Department or Municipality will take such action and identify the enabling laws that allow government to intercede in private property matters. The Plan should also provide discussion on the

Rev. 3/12/2015; Law No. 15-FS-022
Reimbursement for Plan/Grant Deliverables

specific steps it will undertake to obtain permissions to enter on the private property and how it will recoup costs (such as insurance proceeds) for the debris removal.

F. Use and Procurement of Contracted Services. The Plan should discuss the circumstances when contracted services will be required and describe the types of debris operations that will be contracted. The Plan should describe the process and procedure for acquiring competitively procured contracted services. The Plan will be developed with an understanding that all contracts must comply with Federal procurement requirements (i.e., complete bidding), as outlined in Title 44 Code of Federal Regulations (CFR) §13.36; Federal requirements may be more stringent than State or local requirements (See also Recovery Fact Sheet 9580.201 Debris Contracting Guidance).

G. Use of Force Account Labor. The Plan should clearly define the types of work that will be performed by force account labor in the event that the Debris Management Plan is utilized. .

H. Monitoring of Debris Operations. Debris monitoring helps ensure that the debris removal performed by contractors are for the agreed upon scope of work as per the plan and/or contract and helps to maintain the required documentation for FEMA reimbursement. The Plan should include details as to how the Department or Municipality will monitor its debris removal contractor at pickup sites, Debris Management Sites/Temporary Debris Storage and Reduction Sites and final disposal areas. Specifically, the Plan should discuss who will perform the monitoring and describe each monitoring task.

I. Health and Safety Requirements. Debris operations involve the use of heavy equipment and numerous types of trucks, which can pose safety hazards to emergency workers and the public. In addition to safety hazards, exposure to certain types of debris can pose potential health risks to emergency workers and the public. The Plan should include specific details as to how workers and the public will be protected and discuss the specific measures for adherence to safety rules and procedures.

J. Environmental Considerations and Other Regulatory Requirements. The removal and disposal of certain types of debris can impact human health and the physical environment. Successful debris operations depend on compliance with Federal, State and local environmental laws. The Plan should identify all debris operations that may trigger compliance with environmental and historic preservation laws. It should also identify how compliance will be attained.

K. Public Information. The dissemination of debris removal information is critical to the effective and efficient removal of disaster debris. The Plan should include a public information strategy to ensure that residents receive accurate and timely information about the parameters, rules, and guidelines for debris removal.

L. Identification of Debris Removal Contractors. The Parties must identify at least one or more debris contractor(s) that it has pre-qualified to perform debris operations. A pre-qualified contractor is one that has been identified and evaluated by a local government and has been determined to be capable to perform debris removal work (e.g., capabilities, bonding, insurance, availability). Identification of these qualifications should be done in conjunction with drafting the debris management plan, which should include specific contract requirements and explain how contractor's qualifications are established. The purpose of having a pre-qualified contractor is to have a list of qualified contractors to compete the work. A pre-qualified contractor does not constitute a stand-by contractor. The Department, Municipality, and contractor must still comply with Federal procurement requirements (i.e., complete bidding), as outlined in 44 CFR §13.36.

6. Termination

A. Thirty Days Termination

The County shall have the right to terminate the Agreement without cause, for any reason, at any time, upon such terms and conditions it deems appropriate, provided, however, that no such termination shall be effective unless the Municipality is given at least thirty (30) days notice.

B. Termination Notice

Any notice providing for termination shall be delivered as provided for in paragraph 21 of this Agreement.

C. Duties upon Termination

- i.) The Municipality shall discontinue the Services as directed in the termination notice.
- ii.) Subject to any defenses available to it, the County shall pay the Municipality for the Services rendered through the date of termination, provided that Federal or State funds originally intended to pay for the services are available for such payment.
- iii.) The County shall be released from any and all liability under the Agreement, effective as of the date of the termination notice.
- iv.) Upon termination, the Municipality shall reimburse the County the balance of any funds advanced to the Municipality by the County no later than thirty (30) days after termination of the Agreement. The provisions of this subparagraph shall survive the expiration or termination of the Agreement.

7. Indemnification and Defense

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

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

C. The Municipality shall defend the County, its agents, servants, officials, and employees in any

proceeding or action, including appeals, arising out of, or in connection with, the Agreement, and any copyright infringement proceeding or action. Alternatively, at the County's option, the County may defend any such proceeding or action and require the Municipality to pay reasonable attorneys' fees or salary costs of County employees of the Department of Law for the defense of any such suit.

8. Non-Discrimination in Services

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

- i.) deny any individual the Services provided pursuant to the Agreement; or
- ii.) provide the Services to an individual that is different, or provided in a different manner, from those provided to others pursuant to the Agreement; or
- iii.) subject an individual to segregation or separate treatment in any matter related to the individual's receipt of the Services provided pursuant to the Agreement; or
- iv.) restrict an individual in any way from any advantage or privilege enjoyed by others receiving the Services provided pursuant to the Agreement; or
- 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 the Services provided pursuant to the Agreement.

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

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

9. Nonsectarian Declaration

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

10. Governing Law

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

11. No Waiver

It shall not be construed that any failure or forbearance of the County to enforce any provision of the Agreement in any particular instance or instances is a waiver of that provision. Such provision shall otherwise remain in full force and effect, notwithstanding any such failure or forbearance.

12. Conflicts of Interest

The Municipality shall not, during the Term, pursue a course of conduct which would cause a reasonable person to believe that he or she is likely to be engaged in acts that create a substantial conflict between its obligations under the Agreement and its private interests. The Municipality is charged with the duty to disclose to the County the existence of any such adverse interests, whether existing or potential. This duty shall continue as long as the Term. The determination as to whether or when a conflict may potentially exist shall ultimately be made by the County Attorney after full disclosure is obtained.

13. Cooperation on Claims

The Municipality and the County shall render diligently to each other, without compensation, any and all cooperation that may be required to defend the other party, its employees and designated representatives against any claim, demand or action that may be brought against the other party, its employees or designated representatives arising out of, or in connection with, the Agreement.

14. Confidentiality

Any document of the County, or any document created by the Municipality and used in rendering the Services, shall remain the property of the County and shall be kept confidential in accordance with applicable laws, rules, and regulations.

15. Assignment and Subcontracting

A. The Municipality shall not delegate its duties under the Agreement, or assign, transfer, convey, subcontract, sublet, or otherwise dispose of the Agreement, or any of its right, title or interest therein, or its power to execute the Agreement, or assign all or any portion of the monies that may be due or become due hereunder, (collectively referred to in this paragraph 23 as "Assignment"), to any other person, entity or thing without the prior written consent of the County, and any attempt to do any of the foregoing without such consent shall be void ab initio.

B. Notwithstanding the County's consent,

i.) the terms and conditions of the Agreement shall in no way be deemed to have been waived or modified, and

ii.) such consent shall not be deemed consent to any further transfers.

16. No Intended Third Party Beneficiaries

Rev. 3/12/2015; Law No. 15-FS-022
Reimbursement for Plan/Grant Deliverables

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

17. Publications

Any book, article, report, or other publication related to the Services provided pursuant to this Agreement shall contain the following statement in clear and legible print:

“This publication is fully or partially funded by the County of Suffolk.”

18. Copyrights

A. Any and all materials generated by or on behalf of the Municipality while performing the Services (including, without limitation, designs, images, video, reports, analyses, manuals, films, tests, tutorials, and any other work product of any kind) and all intellectual property rights relating thereto (“Work Product”) are and shall be the sole property of the County. The Municipality hereby assigns to the County its entire right, title and interest, if any, to all Work Product, and agrees to do all acts and execute all documents, and to use its best efforts to ensure that its employees, consultants, , vendors and agents do all acts and execute any documents, necessary to vest ownership in the County of any and all Work Product. The Municipality may not secure copyright protection. The County reserves to itself, and the Municipality hereby gives to the County, and to any other person designated by the County, consent to produce, reproduce, publish, translate, display or otherwise use the Work Product. This paragraph shall survive any completion, expiration or termination of this Agreement.

B. The County shall be deemed to be the author of all the Work Product. The Municipality acknowledges that all Work Product shall constitute “work made for hire” under the U.S. copyright laws. To the extent that any Work Product does not constitute a “work made for hire,” the Municipality hereby assigns to the County all right, title and interest, including the right, title and interest to reproduce, edit, adapt, modify or otherwise use the Work Product, that the Municipality may have or may hereafter acquire in the Work Product, including all intellectual property rights therein, in any manner or medium throughout the world in perpetuity without compensation. This includes, but is not limited to, the right to reproduce and distribute the Work Product in electronic or optical media, or in CD-ROM, on-line or similar format.

19. Record Retention

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

Rev. 3/12/2015; Law No. 15-FS-022
Reimbursement for Plan/Grant Deliverables

York False Claims Act § 192) is ten (10) years.

20. Certification Regarding Lobbying

Together with this Agreement and as a condition precedent to its execution by the County, the Municipality shall have executed and delivered to the County the Certification Regarding Lobbying (if payment under this Agreement may exceed \$100,000) as required by Federal regulations, and shall promptly advise the County of any material change in any of the information reported on such Certification, and shall otherwise comply with, and shall assist the County in complying with, said regulations as now in effect or as amended during the term of this Agreement.

21. Notice

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

End of Text for Article I

Article II
Financial Terms and Conditions

1. Conflicting Provisions

In the event of any conflict between any provision in this Article II and an exhibit to this Agreement, the exhibit shall prevail unless it is expressly stated in the conflicting provision in this Article II, that it shall prevail over the exhibit.

2. General Payment Terms

a. Presentation of Suffolk County Payment Voucher

In order for payment to be made by the County to the Municipality for the Services, the Municipality shall prepare and present a Suffolk County Payment Voucher (Voucher), which shall be documented by sufficient, competent and evidential matter. Each Suffolk County Payment Voucher submitted for payment is subject to Audit at any time during the Term or any extension thereof. This provision shall survive expiration or termination of this Agreement for a period of not less than seven (7) years, and access to records shall be as set forth in paragraph 31 of Exhibit 1, and paragraph 4(b) of Article II.

b. Voucher Documentation

The Suffolk County Payment Voucher shall list all information regarding the Services and other items for which expenditures have been or will be made in accordance with the Agreement. Either upon execution of the Agreement (for the Services already rendered and expenditures already made), or not more than thirty (30) days after the expenditures were made, and in no event after the 31st day of January following the end of each year of the Agreement, the Municipality shall furnish the County with detailed documentation in support of the payment for the Services or expenditures under the Agreement, e.g., dates of the Service, worksite locations, activities, hours worked, pay rates for all Services. The Suffolk County Payment Voucher shall include time records, certified by the Municipality as true and accurate, of all personnel for whom expenditures are claimed during the period. All Suffolk County Payment Vouchers must bear a signature as that term is defined pursuant to New York State General Construction Law §46 by duly authorized persons. Disbursements made by the Municipality in accordance with the Agreement and submitted for reimbursement must be documented and must comply with accounting procedures as set forth by the Suffolk County Department of Audit and Control.

c. Payment by County

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

d. Final Voucher

The acceptance by the Municipality of payment of all billings made on an approved voucher shall operate as and shall be a release of the County from all claims by the Municipality through the

Rev. 3/12/2015; Law No. 15-FS-022
Reimbursement for Plan/Grant Deliverables

date of the Voucher.

3. Subject to Appropriation of Funds

- a.** The Agreement is subject to the amount of funds appropriated each fiscal year and any subsequent modifications thereof by the County Legislature, and no liability shall be incurred by the County beyond the amount of funds appropriated each fiscal year by the County Legislature for the Services.
- b.** If the County fails to receive Federal or State funds originally intended to pay for the Services, or to reimburse the County, in whole or in part, for payments made for the Services, the County shall have the sole and exclusive right to:
 - i.)** determine how to pay for the Services;
 - ii.)** determine future payments to the Municipality; and
 - iii.)** determine what amounts, if any, are reimbursable to the County by the Municipality and the terms and conditions under which such reimbursement shall be paid.

4. Accounting Procedures

- a.** The Municipality shall maintain accounts, books, records, documents, other evidence, and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of the Agreement, in accordance with generally accepted accounting principles and with rules, regulations and financial directives, as may be promulgated by the Suffolk County Department of Audit and Control and the Department. The Municipality shall permit inspection and audit of such accounts, books, records, documents and other evidence by the Department and the Suffolk County Comptroller, or their representatives, as often as, in their judgment, such inspection is deemed necessary. Such right of inspection and audit as set forth in subparagraph (b) below shall exist during the Term and for a period of seven (7) years after expiration or termination of the Agreement.
- b.** The Municipality shall retain all accounts, books, records, and other documents relevant to the Agreement for seven (7) years after final payment is made by the County. Federal, State, and/or County auditors and any persons duly authorized by the County shall have full access and the right to examine any of said materials during said period. Such access is granted notwithstanding any exemption from disclosure that may be claimed for those records which are subject to nondisclosure agreements, trade secrets and commercial information or financial information that is privileged or confidential.

5. Audit

- a.** All payments made under the Agreement are subject to audit by the Comptroller pursuant to Article V of the Suffolk County Charter. The Municipality further agrees that the Comptroller and the Department shall have access to and the right to examine, audit, excerpt, copy or

Rev. 3/12/2015; Law No. 15-FS-022
Reimbursement for Plan/Grant Deliverables

transcribe any pertinent transactions or other records relating to Services under the Agreement. 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 the Agreement or any other Fund Source.

- b. The provisions of this paragraph shall survive the expiration or termination of the Agreement for a period of seven (7) years, and access to records shall be as set forth in paragraph 31 of Exhibit 1, and paragraph 4(b) of Article II.

6. Comptroller's Rules and Regulations for Consultant's Agreements

The Municipality shall comply with the "Comptroller's Rules and Regulations for Consultant's Agreements" as promulgated by the Department of Audit and Control of Suffolk County and any amendments thereto during the Term of the Agreement. The "Comptroller's Rules and Regulations for Consultant's Agreements" may be viewed online at the County's website, SuffolkCountyny.gov; go to "Government," then "Comptroller," then "Consultant's Agreements."

7. Specific Payment Terms and Conditions

In addition to Suffolk County voucher documentation required under Section 2(b) of Article II above, the Municipality shall provide FEMA's Force Account Labor Summary Record, FEMA Form 90-123, to document labor expenditures to SC FRES each month no later than the tenth (10th) day of the following month.

These labor charges will include the labor expenses attributed to the development and approval of the plan. They are to be recorded on FEMA's Force Account Labor Summary Record, FEMA Form 90-123. The expenses paid for under this Agreement will be limited to:

- i.) Overtime costs for staff in development of the Plan;
- ii.) Overtime costs associated with staff replacement labor to offset normal job functions while the Plan is being completed ; or
- iii.) Outside Consultant costs to develop the Plan.

End of Text for Article II

Rev. 3/12/2015; Law No. 15-FS-022
Reimbursement for Plan/Grant Deliverables

Exhibit 1
Suffolk County Legislative Requirements

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

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

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

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

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

2. Living Wage Law

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

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

Required Forms:

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

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

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

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

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

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

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

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

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

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

4. Lawful Hiring of Employees Law

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

This Contract is subject to the Lawful Hiring of Employees Law of the County of Suffolk. It provides that all covered employers, (as defined), and the owners thereof, as the case may be, that are recipients of compensation from the

Rev. 3/12/2015; Law No. 15-FS-022
Reimbursement for Plan/Grant Deliverables

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

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

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

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

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

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

sheets/register/log books to indicate their presence on the site during such working hours.

Required Forms:

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

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

5. Gratuities

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

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

6. Prohibition Against Contracting with Corporations that Reincorporate Overseas

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

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

7. Child Sexual Abuse Reporting Policy

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

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

8. Non Responsible Bidder

It shall be the duty of the Contractor to read, become

**Rev. 3/12/2015; Law No. 15-FS-022
Reimbursement for Plan/Grant Deliverables**

familiar with, and comply with the requirements of Article II of Chapter 189 of the Suffolk County Code.

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

9. Use of Funds in Prosecution of Civil Actions Prohibited

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

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

10. Youth Sports

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

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

11. Work Experience Participation

If the Contractor is a not-for-profit or governmental agency or institution, each of the Contractor's locations in the County at which the Services are provided shall be a work site for public-assistance clients of Suffolk County pursuant to Chapter 281 of the Suffolk County Code at all times during the Term of the Contract. If no Memorandum of Understanding ("MOU") with the Suffolk County Department of Labor for work experience is in effect at the beginning of the Term of the Contract, the Contractor, if it is a not-for-profit or governmental agency or institution, shall enter into such MOU as soon as possible after the execution of the Contract and failure to enter into or to perform in accordance with such MOU shall be deemed to be a failure to perform in accordance with the Contract, for which the County may withhold payment, terminate the Contract or exercise such other remedies as may be appropriate in the circumstances.

12. Safeguarding Personal Information of Minors

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

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

13. Suffolk County Local Laws Website Address

Suffolk County Local Laws, Rules and Regulations can be accessed on the homepage of the Suffolk County Legislature.

End of Text for Exhibit 2

Steven Bellone
Suffolk County Executive



Samuel Chu
Commissioner

SUFFOLK COUNTY DEPARTMENT OF LABOR, LICENSING & CONSUMER AFFAIRS

LIVING WAGE CERTIFICATION/DECLARATION – SUBJECT TO AUDIT

If either of the following definitions of 'compensation' (*Living Wage Law Chapter 575 – 2*) applies to the contractor's/recipient's business or transaction with Suffolk County, the contractor/recipient must complete Sections 1, 3, 4 below; and Form LW-1 (Notice of Application for County Compensation). If the following definitions do not apply, the contractor/recipient must complete Sections 2, 3 and 4 below. Completed forms must be submitted to the awarding agency.

"Any grant, loan, tax incentive or abatement, bond financing subsidy or other form of compensation of more than \$50,000 which is realized by or provided to an employer of at least ten (10) employees by or through the authority or approval of the County of Suffolk," or

"Any service contract or subcontract let to a contractor with ten (10) or more employees by the County of Suffolk for the furnishing of services to or for the County of Suffolk (except contracts where services are incidental to the delivery of products, equipment or commodities) which involve an expenditure equal to or greater than \$10,000. For the purposes of this definition, the amount of expenditure for more than one contract for the same service shall be aggregated. A contract for the purchase or lease of goods, products, equipment, supplies or other property is not 'compensation' for the purposes of this definition."

Check if
applicable

Section I

The *Living Wage Law* applies to this contract. I/we hereby agree to comply with all the provisions of Suffolk County Local Law No. 12-2001, the Suffolk County *Living Wage Law* (the Law) and, as such, will provide to all full, part-time or temporary employed persons who perform work or render services on or for a project, matter, contract or subcontract where this company has received compensation, from the County of Suffolk as defined in the Law (compensation) a wage rate of no less than \$11.91 (\$9.25 for child care providers) per hour worked with health benefits, as described in the Law, or otherwise \$13.56 (\$10.50 for child care providers) per hour or the rates as may be adjusted annually in accordance with the Law. (**Chapter 575-3 B**)

I/we further agree that any tenant or leaseholder of this company that employs at least ten (10) persons and occupies property or uses equipment or property that is improved or developed as a result of compensation or any contractor or subcontractor of this company that employs at least ten (10) persons in producing or providing goods or services to this company that are used in the project or matter for which this company has received compensation shall comply with all the provisions of the Law, including those specified above. (**Chapter 575-2**)

I/we further agree to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with regulations under this Chapter of the Suffolk County Code, investigating employee complaints of noncompliance and evaluating the operation and effects of this Chapter, including the production for inspection & copying of payroll records for any or all employees for the term of the contract or for five (5) years, whichever period of compliance is longer. All payroll and benefit records required by the County will be maintained for inspection for a similar period of time. (**Chapter 575-7 D**)

The Suffolk County Department of Labor, Licensing & Consumer Affairs shall review the records of any Covered Employer at least once every three years to verify compliance with the provisions of the Law. (**Chapter 575-4 C**)

Check if
applicable

Section II The *Living Wage Law* does not apply to this contract for the following reason(s): _____

Section III Contractor Name: _____ Federal Employer ID#: _____

Contractor Address: _____ Amount of compensation: _____

Vendor #: _____

Contractor Phone # _____ Description of project or service: _____

Section IV

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

Authorized Signature

Date

Print Name and Title of Authorized Representative

Steven Bellone
Suffolk County Executive



Samuel Chu
Commissioner

SUFFOLK COUNTY DEPARTMENT OF LABOR, LICENSING, & CONSUMER AFFAIRS

**NOTICE OF APPLICATION TO CERTIFY COMPLIANCE WITH FEDERAL LAW
(8 U.S.C. SECTION 1324A) WITH RESPECT TO LAWFUL HIRING OF EMPLOYEES**
Suffolk County Code, Chapter 353 (2006)

To Be Completed By Applicant/Covered Employer/Owner

EMPLOYER/CORP/

BUSINESS/COMPANY NAME: _____

ADDRESS: _____

NOT-FOR-PROFIT: YES _____ NO _____ (Submit Proof of IRS Not-for-Profit Status)

VENDOR # (If known): _____

CONTRACT ID (If known): _____

CONTACT: _____ **TELEPHONE #:** _____

TERM OF CONTRACT OR EXTENSION (PROVIDE DATES): _____

BRIEF DESCRIPTION OF COMPENSATION, PROJECT OR SERVICE

SUBCONTRACTOR: _____

ADDRESS: _____

VENDOR#: _____ **TELEPHONE #:** _____

CONTACT: _____

DESCRIPTION OF COMPENSATION, PROJECT OR SERVICE: _____

EVIDENCE OF COMPLIANCE:

Copies of the following must be maintained by covered employers or the owners thereof for each employee for the time periods set forth in Suffolk County Code, Section 353-14 (A):

- A. United States passport; *or*
- B. Resident alien card or alien registration card; *or*
- C. Birth certificate indicating that person was born in the United States; *or*
- D. (1) A driver's license, if it contains a photograph of the individual; *and*
(2) A social security account number card (other than such a card which specifies on its face that the issuance of the card does not authorize employment in the United States); *or*
- E. Employment authorization documents such as an H-1B visa, H-2B visa, and L-1 visa, or other work visa as may be authorized by the United States Government at the time the County contract is awarded for all covered employees.

Steven Bellone
Suffolk County Executive



Samuel Chu
Commissioner

SUFFOLK COUNTY DEPARTMENT OF LABOR, LICENSING & CONSUMER AFFAIRS

P.O. Box 6100, Hauppauge, NY 11788-0099 (631) 853-4600 FAX (631) 853-4825

UNION ORGANIZING CERTIFICATION/DECLARATION – SUBJECT TO AUDIT

If the following definition of "County Contractor" (Union Organizing Law Chapter 803) applies to the contractor's/beneficiary's business or transaction with Suffolk County, the contractor/beneficiary must complete Sections I, III, and IV below. If the following definitions do not apply, the contractor/beneficiary must complete Sections II, III and IV below. Completed forms must be submitted to the awarding agency.

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

Section I

Check if
Applicable

The Union Organizing Law applies to this contract. I/we hereby agree to comply with all the provisions of Suffolk County Local Law No. 26-2003, the Suffolk County Union Organizing Law (the law) and, as to the goods and/or services that are the subject of the contract with the County of Suffolk shall not use County funds to assist, promote, or deter union organizing (Chapter 803-3), nor seek reimbursement from the County for costs incurred to assist, promote, or deter union organizing.

I/we further agree to take all action necessary to ensure that County funds are not used to assist, promote, or deter union organizing.

I/we further agree that I/we will not use County property to hold meetings to assist, promote, or deter union organizing.

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

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

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

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

Section II

Check if
Applicable

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

Section III

Contractor Name: _____

Federal Employer ID#: _____

Contractor Address: _____

Amount of Assistance: _____

Vendor #: _____

Contractor Phone #: _____

Description of project or service: _____

Section IV

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

Section V

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

Authorized Signature

Date

Print Name and Title of Authorized Representative

Certification Regarding Lobbying for Contracts, Grants, Loans and Cooperative Agreements

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

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

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

Provider: _____

Agreement Number: _____

Sign: _____

Name: _____

Title: _____

Date: _____

Steven Bellone
Suffolk County Executive



Samuel Chu
Commissioner

SUFFOLK COUNTY DEPARTMENT OF LABOR, LICENSING & CONSUMER AFFAIRS

NOTICE OF APPLICATION FOR COUNTY COMPENSATION (Contract)
Living Wage Law, Suffolk County Code, Chapter 575 (2001)

To Be Completed By Applicant/ Employer/Contractor

- 1) NAME: _____
- 2) VENDOR #: _____ (If known)
- 3) CONTRACT ID #: _____ (If known)
- 4) CONTACT: _____
- 5) TELEPHONE #: _____
- 6) ADDRESS: _____

- 7) TERM OF CONTRACT (DATES): _____
- 8) PROJECT NAME: (IF DIFFERENT FROM #1) _____
- 9) AMOUNT: _____
- 10) AWARDING AGENCY: _____
- 11) BRIEF DESCRIPTION OF PROJECT OR SERVICE:

12) PROJECTED EMPLOYMENT NEEDS:

Attach a statement listing, by job classification, the total workforce dedicated to performing this contract or service, including calculation of estimated net increase or decrease in jobs as a result of funding).

13) PROJECTED WAGE LEVELS:

Attach a statement listing projected wage levels, compensated days off and medical benefits for total workforce dedicated to fulfilling the terms of this contract, broken down annually for each year of the term of the contract).

TOWN OF RIVERHEAD

Resolution # 247

APPROVES CHAPTER 90 APPLICATION OF MOUSTACHE BREWING CO.
("First Birthday Celebration" @ Polish Town Civic Assoc. Pavilion -
Saturday, April 18, 2015)

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, on March 6, 2015, Lauri L. Spitz, on behalf of Moustache Brewing Co., submitted a Chapter 90 Application for the purpose of conducting an event entitled "First Birthday Celebration", to include music, food concessions and the sale and service of beer, to be held at the Polish Town Civic Association Pavilion located at 300 Lincoln Street, Riverhead, New York, on Saturday, April 18, 2015 between the hours of 1:00 p.m. and 7:00 p.m.;

WHEREAS, Moustache Brewing Co. has completed and filed a Short Environmental Assessment Form in accordance with 6 NYCRR 617; and

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

WHEREAS, Moustache Brewing Co. has paid the applicable Chapter 90 Application fee for this event; 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 Moustache Brewing Co. for the purpose of conducting an event entitled "First Birthday Celebration", to include music, food concessions and the sale and service of beer, to be held at the Polish Town Civic Association Pavilion located at 300 Lincoln Street, Riverhead, New York, on Saturday, April 18, 2015 between the hours of 1:00 p.m. and 7:00 p.m., is hereby approved; and be it further

RESOLVED, that approval for this event shall be subject to receipt of required Suffolk County Department of Health Vendors Temporary Food Service Permit **no later than April 10, 2015**; and be it further

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

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to Moustache Brewing Co., Attn: Laurie L. Spitz, 400 Hallet Avenue, Suite A, Riverhead, NY, 11901 and the Polish Town Civic Association, 300 Lincoln Street, Riverhead, New York, 11901; and be it further

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

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter ABSENT

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 248

**APPROVES CHAPTER 90 APPLICATION OF
EAST END ARTS & HUMANITIES COUNCIL, INC.
(19th Annual Community Mosaic Street Painting Festival – Sunday, May 24, 2015)**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, on March 3, 2015, Patricia Snyder, on behalf of the East End Arts & Humanities Council Inc. (“EEAC”), submitted a Chapter 90 Application for the purpose of conducting their 19th Annual Community Mosaic Street Painting Festival having street chalk painting, music, art exhibits and food concessions, to be held on EEAC grounds and parking lot and E. Main Street, between Roanoke Avenue and East Street, Riverhead, New York, on Sunday, May 24, 2015, having a rain date of Monday, May 25, 2015, between the hours of 8:00 a.m. and 5:00 p.m.; and

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

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

WHEREAS, the applicant has requested the Chapter 90 application fee be waived due to its not-for-profit status; and

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

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

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

RESOLVED, that the Chapter 90 application of EEAC for the purpose of conducting their 19th Annual Community Mosaic Street Painting Festival having street chalk painting, music, art exhibits and food concessions, to be held on EEAC grounds and parking lot and E. Main Street, between Roanoke Avenue and East Street, Riverhead, New York, on Sunday, May 24, 2015, having a rain date of Monday, May

25, 2015, between the hours of 8:00 a.m. and 5:00 p.m., is hereby approved; and be it further

RESOLVED, that this approval is subject to receipt of an Outdoor Public Safety Plan, to be submitted to the Fire Marshal's office **no later than May 1, 2015**; and be it further

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

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

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to the East End Arts & Humanities Council, Inc., 133 East Main Street, Riverhead, New York, 11901, Attn: Patricia Snyder; and be it further

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

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter ABSENT

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 249

APPROVES CHAPTER 90 APPLICATION OF PC RICHARD & SON, INC.
(Tent Sale – July 28, 2015 through August 11, 2015)

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, on March 18, 2015, Steven Zoine, on behalf of PC Richard & Son Inc., submitted a Chapter 90 Application for the purpose of erecting a tent for the display and sale of their products at the location of 1685 Old Country Road, Riverhead, New York, to be held on Tuesday, July 28, 2015 through Tuesday, August 11, 2015, between the hours of 9:00 a.m. and 9:00 p.m.; and

WHEREAS, PC Richard & Son, Inc. has completed and filed a Short Environmental Assessment Form in accordance with 6 NYCRR 617; and

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

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

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

NOW THEREFORE BE IT RESOLVED, that the application of PC Richard & Son, Inc., for the purpose of erecting a tent for the display and sale of their products at the location of 1685 Old Country Road, Riverhead, New York, to be held on July 28, 2015 through August 11, 2015, between the hours of 9:00 a.m. and 9:00 p.m., is hereby approved; and be it further

RESOLVED, that the applicable Chapter 90 Application fee has been paid; and be it further

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

RESOLVED, that an Outdoor Public Safety Plan is to be submitted to the Fire Marshal’s office **no later than July 1, 2015**; and be it

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

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

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to PC Richard & Son, Inc., Attn: Steven Zoine, 150 Price Parkway, Farmingdale, New York, 11735; and be it further

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

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter ABSENT

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 250

APPROVES CHAPTER 90 APPLICATION OF PC RICHARD & SON, INC.
(BBQ Tent Sale – May 20, 2015 through May 26, 2015)

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, on March 18, 2015, Steven Zoine, on behalf of PC Richard & Son Inc., submitted a Chapter 90 Application for the purpose of erecting a tent for the display and sale of their products at the location of 1685 Old Country Road, Riverhead, New York, to be held on Wednesday, May 20, 2015 through Tuesday, May 26, 2015, between the hours of 9:00 a.m. and 6:00 p.m.; and

WHEREAS, PC Richard & Son, Inc. has completed and filed a Short Environmental Assessment Form in accordance with 6 NYCRR 617; and

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

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

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

NOW THEREFORE BE IT RESOLVED, that the application of PC Richard & Son, Inc., for the purpose of erecting a tent for the display and sale of their products at the location of 1685 Old Country Road, Riverhead, New York, to be held on May 20th through May 26th, 2015, between the hours of 9:00 a.m. and 6:00 p.m., is hereby approved; and be it further

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

RESOLVED, that an Outdoor Public Safety Plan is to be submitted to the Fire Marshal’s office **no later than April 15, 2015**; and be it

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

Department of Health; and be it further

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

RESOLVED, that the applicable Chapter 90 Application fee has been paid; and be it further

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to PC Richard & Son, Inc., Attn: Steven Zoine, 150 Price Parkway, Farmingdale, New York, 11735; and be it further

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

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter ABSENT

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 251

**APPROVES CHAPTER 90 APPLICATION OF PECONIC BAY MEDICAL CENTER
(20th Annual East End Garden Festival – Thursday, May 7, 2015)**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, on January 9, 2015, Candace Porter, on behalf of Peconic Bay Medical Center, submitted a Chapter 90 Application for the purpose of conducting their “20th Annual East End Garden Festival”, a fundraiser for the hospital, offering the sale of plants, flowers and shrubs, to be held at the Tanger Outlet Center (Section 1 – Office Max lot) located at 200 Tanger Mall Drive, Riverhead, New York, on Thursday, May 7, 2015, between the hours of 9:00 a.m. and 6:00 p.m. (set-up on 5/5/15 and break-down on 5/11/15), having a rain date of Sunday, May 10, 2015; and

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

WHEREAS, Peconic Bay Medical Center has completed and filed a Short 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, 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 their “20th Annual East End Garden Festival”, a fundraiser for the hospital, offering the sale of plants, flowers and shrubs, to be held at the Tanger Outlet Center (Section 1 – Office Max lot) located at 200 Tanger Mall Drive, Riverhead, New York, on May 7, 2015, between the hours of 9:00 a.m. and 6:00 p.m. (set-up on 5/5/15 and break-down on 5/11/15), having a rain date of Sunday, May 10, 2015, is hereby approved; and be it further

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

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

RESOLVED, that this approval is subject to receipt of an Outdoor Public Safety Plan, to be submitted to the Fire Marshal's office **no later than April 20, 2015**; and be it further

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

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to Peconic Bay Medical Center, Attn: Candace Porter, 1300 Roanoke Avenue, Riverhead, New York 11901 and Tanger Outlet Center, Attn: Janine Nebons, 200 Tanger Outlet Mall Drive, Riverhead, New York, 11901; and be it further

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

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter ABSENT

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 252

**APPROVES CHAPTER 90 APPLICATION OF
RIVERHEAD CENTRAL SCHOOL DISTRICT
(5K Run Entitled "R2R – Run to Remember" – Sunday, May 17th, 2015)**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, on February 27, 2015, Patrick K. Burke, Assistant Principal of the Riverhead High School, on behalf of the Riverhead Central School District, submitted a Chapter 90 Application for the purpose of conducting a memorial 5K Run to remember fallen students and faculty members of the school district, having the entry fees of the participants going to a scholarship fund administered by RAA (Riverhead Administration Association). Said 5K run route is to include Osborn Avenue, Pulaski Street, Raynor Avenue, Roanoke Avenue and School Street, and is to be held on Sunday, May 17th, 2015, between the hours of 7:00 a.m. and 11:00 a.m.; and

WHEREAS, Riverhead Central School District has completed and filed a Short Environmental Assessment Form in accordance with 6 NYCRR 617; and

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

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

WHEREAS, the applicant has requested the application fee be waived due to its New York State governmental entity status; and

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

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

RESOLVED, that the application of Riverhead Central School District for the purpose of conducting a memorial 5K Run to remember fallen students and faculty members of the school district, having the entry fees of the participants going to a scholarship fund administered by RAA (Riverhead Administration Association), said 5K run route to include the aforesaid roads within the Town of Riverhead, to be held on

Sunday, May 17th, 2015, between the hours of 7:00 a.m. and 11:00 a.m., is hereby approved; and be it further

RESOLVED, that the application fee is waived; and be it further

RESOLVED, that this approval is subject to an Outdoor Public Safety Plan, to be submitted to the Fire Marshal's office **no later than April 1, 2015**; and be it further

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

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

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to the Riverhead Central School District, Attn.: Patrick K. Burke, Assistant Principal, Riverhead High School, 700 Harrison Avenue, Riverhead, NY 11901; and be it further

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

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter ABSENT

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution #253

APPROVES CHAPTER 90 APPLICATION OF THE SURVIVAL RACE, LLC
(5K Adventure and Mud Run - May 9, 2015 and May 10, 2015)

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, on January 29, 2015, Dean Del Prete of Survival Race, LLC, submitted a Chapter 90 Application for the purpose of conducting a family focused 5K Run, to include a food concession, craft sales, music and the sale and service of alcoholic beverages, to be held at the Cornell Cooperative Extension of Nassau County property a/k/a 4-H Camp, located at 3186 Sound Avenue, Riverhead, New York, on Saturday, May 9, 2015 and Sunday, May 10, 2015, between the hours of 9:00 a.m. and 3:00 p.m.; and

WHEREAS, Survival Race LLC has completed and filed a Short Environmental Assessment Form in accordance with 6 NYCRR 617; and

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

WHEREAS, the applicant has paid the applicable Chapter 90 Fee; and

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

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

RESOLVED, that the application of Dean Del Prete of Survival Race, LLC for the purpose of conducting a family focused 5K Run, obstacle course and mud run, to include a food concession, craft sales, music and the sale and service of alcoholic beverages, to be held at the Cornell Cooperative Extension of Nassau County property a/k/a 4-H Camp, located at 3186 Sound Avenue, Riverhead, New York, on Saturday, May 9, 2015 and Sunday, May 10, 2015, between the hours of 9:00 a.m. and 3:00 p.m., is hereby approved; and be it further

RESOLVED, that this approval is **subject to** receipt of an Outdoor Public Safety Plan, to be submitted to the Fire Marshal's office **no later than April 20, 2015**; and be it further

RESOLVED, that this approval is subject to a fully executed license agreement, together with the requisite license fee as stated in said license agreement, for purposes of the utilization of police personnel and patrol vehicles, no later than April 20, 2015; and be it further

RESOLVED, that this approval is subject to receipt of a certificate of insurance naming the Town of Riverhead and all property owners having right, title and interest to Farm Terry Road, as additional insured's, also providing proof of adequate insurance coverage limits to the satisfaction of the Town Attorney, no later than April 20, 2015; and be it further

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

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

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to Dean Del Prete, 3080 Route 112, Medford, New York, 11763; and be it further

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

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter ABSENT

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 254

**APPROVES CHAPTER 90 APPLICATION OF
STARFISH JUNCTION PRODUCTIONS LLC
(NORTH FORK HORSERADISH FESTIVAL – Sunday, April 19, 2015)**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, on February 26, 2015, Andrew Calimano Jr., on behalf of Starfish Junction Productions LLC, submitted a Chapter 90 Application for the purpose of conducting a “North Fork Horseradish Festival”, having an expected total daily attendance of 1,000 attendees, to include food and craft sales, musical entertainment and the sale and service of alcoholic beverages, to be held at Long Ireland Brewing Co., 817 Pulaski Street, Riverhead, New York on Sunday, April 19, 2015, between the hours of 12:00 p.m. and 7:00 p.m.; and

WHEREAS, Starfish Junction Productions LLC has completed and filed a Short Environmental Assessment Form in accordance with 6 NYCRR 617.6(b); and

WHEREAS, the Town Board of the Town of Riverhead has declared itself “Lead Agency” in accordance with 6 NYCRR 617; and

WHEREAS, the applicable Chapter 90 Application fee has been paid for this event; 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.

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 Starfish Junction Productions LLC for the purpose of conducting a “North Fork Horseradish Festival”, having an expected total daily attendance of 1,000 attendees, to include food and craft sales, and musical entertainment and the sale of alcoholic beverages, to be held at Long Ireland Brewing Co., 817 Pulaski Street, Riverhead, New York on Sunday, April 19, 2015, between the hours of 12:00 p.m. and 7:00 p.m., is hereby approved; and be it further

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

- Receipt of required Suffolk County Department of Health Vendors Temporary Food Service Permit;
- Receipt of an Outdoor Safety Plan to be submitted to the Riverhead Fire Marshal **no later than April 14, 2015**;

RESOLVED, that this approval is subject to a fully executed license agreement, together with the requisite license fee as stated in said license agreement, for purposes of the utilization of police personnel and patrol vehicles, **no later than April 14, 2015**; 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 it further

RESOLVED, that this approval is subject to receipt of a certificate of insurance evidencing acceptable insurance coverage to the satisfaction of the Riverhead Town Attorney **no later than April 14, 2015**; and be it further

RESOLVED, that the necessary tent permits must be obtained and any tent installations and all electric shall comply with the applicable provisions of the NFPA Life Safety Code (NFPA 101), the NFPA Temporary Membrane Structures/Tents (NFPA 102) and the Fire Code of New York State; and be it further

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to Starfish Junction Productions LLC, 226 North Fehr Way, Bay Shore, New York, 11706 and Long Ireland Brewing, 817 Pulaski Street, Riverhead, New York, 11901; and be it further

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

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter ABSENT

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 255

**AUTHORIZES SETTLEMENT OF LEGAL ACTION AGAINST THE OWNERS,
TENANTS, OCCUPANTS AND MORTGAGEES OF PREMISES LOCATED AT 565-
605 OLD COUNTRY ROAD, RIVERHEAD**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, on August 5, 2014, the Town Board, authorized the commencement of legal action by the Town Attorney for the Town of Riverhead in the name of the Town of Riverhead against the owners, tenants, occupants and mortgagee of the structure situated at 565-605 Old Country Road, Riverhead, New York; also known as SCTM # 0600-109-1-19.6 (the "action"); and

WHEREAS, prior to commencement of the action, the parties entered into negotiations; and have reached a settlement of that action inclusive of all costs, expenses and interest, among other things by delivering payment to the Town of Riverhead for the total sum of Ten Thousand (\$10,000) Dollars; and

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

NOW BE IT RESOLVED, that the Town Board of the Town of Riverhead be and hereby approves the settlement as proposed; and be it further

RESOLVED, that the Supervisor is authorized to sign all documents necessary to effectuate that settlement of the action; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Peter S. Danowski, Jr., Attorney at Law 616 Roanoke Avenue, Riverhead, New York 11901, Building Department, Planning Board, the Planning Department, and the Town Attorney.

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter ABSENT

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 256

AUTHORIZES TOWN CLERK TO PUBLISH AND POST PUBLIC NOTICE TO CONSIDER A LOCAL LAW TO AMEND CHAPTER 45 ENTITLED "ALARM SYSTEMS" OF THE RIVERHEAD TOWN CODE

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

RESOLVED, that the Town Clerk is hereby authorized to publish the attached public notice to consider a local law to amend Chapter 45 entitled, "Alarm Systems" of the Riverhead Town Code once in the April 16, 2015 issue of the News-Review Newspaper, 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, all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and, if needed, a certified copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter ABSENT

The Resolution Was Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD
PUBLIC HEARING**

PLEASE TAKE NOTICE that a public hearing will be held before the Town Board of the Town at Riverhead at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, on the 5th day of May, 2015 at 2:05 o'clock p.m. to amend Chapter 45, entitled "Alarm Systems" of the Riverhead Town Code.

**Chapter 45
Alarm Systems**

~~§ 45-6. Charges for false alarms.~~

~~E. Charge distribution. Each charge collected for an intentional false fire, flame, smoke, or combustible event emergency alarm or false fire, flame, smoke or combustible event emergency alarm pursuant to this chapter shall be applied as follows:~~

~~(1) Seventy percent of the charge shall be remitted to the treasurer of the fire district having jurisdiction over the property on which the emergency alarm was activated and in which fire district personnel actually responded.~~

~~(2) Thirty percent of the charge shall be retained by the Town of Riverhead for general fund purposes.~~

~~(3) Each fire district shall submit to the Riverhead Town Police Department a copy of the fire report for each false fire, smoke, flame or combustible event emergency alarm for which fire district personnel response was necessary within 30 days of the event.~~

- Overstrike represents deletion(s)

Dated: Riverhead, New York
April 7, 2015

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

DIANE M. WILHELM, TOWN CLERK

TOWN OF RIVERHEAD

Resolution # 257

**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**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

RESOLVED, the Town Clerk 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 16, 2015 issue of the News-Review Newspaper, 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, all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and if needed, a certified copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter ABSENT

The Resolution Was Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD
NOTICE OF PUBLIC HEARING**

PLEASE TAKE NOTICE that a public hearing will be held before the Town Board of the Town at Riverhead at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, on the 5th day of May, 2015 at 2:05 o'clock p.m. to amend the Code of the Town of Riverhead to add a amend Chapter 108 Entitled "Zoning" of the Riverhead Town Code.

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

CHAPTER 108

Article XV. Supplementary Area Regulations

Section 108-67.1 Merger of Lots

Whenever two or more parcels of property which are nonconforming and which abut at a common course and distance, are held in the same ownership, such parcels shall be ~~termed~~ deemed "merged" to form one lot, in conformance with the lot requirements of the zoning use district in which the parcel is located.

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

Dated: Riverhead, New York
April 7, 2015

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

DIANE M. WILHELM, Town Clerk

TOWN OF RIVERHEAD

Resolution # 258

**AUTHORIZES THE SUPERVISOR TO EXECUTE AN AGREEMENT
WITH THE RIVERHEAD FIRE DISTRICT
(Data Sharing of GIS Data)**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, the Town of Riverhead has developed a geographic database file in the Town; and

WHEREAS, the Riverhead Fire District desires to utilize the Town’s geographic database in its geographic information system to locate existing building structures and utilities related to its fire protection functions; and

WHEREAS, the Town desires to cooperate with the Riverhead Fire District; and

WHEREAS, the Town Board has reason to believe that entering into the agreement with the Riverhead Fire District will benefit the residents and taxpayers the Town of Riverhead.

NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Riverhead hereby authorizes the supervisor to execute an Agreement between the Town of Riverhead and the Riverhead Fire District; and be it further

RESOLVED that the Town Clerk is hereby directed to forward a copy of this resolution to the Riverhead Fire District and Town Engineer; and be it further

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

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter ABSENT

The Resolution Was Thereupon Duly Declared Adopted

**AGREEMENT
for**

Data Sharing of GIS Data

This Agreement is made by and between the Town of Riverhead ("Town"), a municipal corporation of the State of New York, located at 200 Howell Avenue, Riverhead, New York, and the

Riverhead Fire District ("District"), a municipal corporation of the State of New York, located at 540 Roanoke Avenue, Riverhead New York.

Whereas, the Town has developed a geographic database file in the Town; and

Whereas, the District desires to use the Town's geographic database file(s) in its geographic information system ("GIS")/computer aided dispatch system (CAD) related to its fire protection functions; and

Whereas, the Town desires to cooperate with the District and provide the Town's GIS database file subject to and with the caveat that the District shall not have access to or connection with the Town's enterprise GIS systems or such other computer technology systems of the Town; and

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

1. Data Sharing and Data Distribution

The Town will provide to the District the following GIS data ("Data") located only within the Town boundaries in an ESRI digital shapefile on a compact disc (CD) on or about April 1, 2015 and each succeeding year of this agreement:

- a. Planimetric Features (polygon file roadways, large building footprints, sports fields etc.)
- b. Street centerlines (line file road names only. Geocoding is not entirely available)
- c. Fire hydrant locations (point file schematic Riverhead Water District locations only)
- d. Water main locations (line file schematic Riverhead Water District locations only)
- e. Pine barrens boundaries (polygon outline of said features)
- f. Points of interest (point file with common name of sites)
- g. Parks and Recreation locations (polygon file parcel boundaries)
- h. Fire District Boundaries (polygon file boundaries)
- i. Riverhead Volunteer Ambulance District Boundary (polygon file boundary)

2. Town Use of Data

- a. The Town grants to the District a non-exclusive license to use the Data in its GIS for fire protection and CAD system viewing purposes only.
- b. The District agrees that it will not transfer, distribute or sell the Data, in its original form provided by the Town or any amended version of the Data as provided by the Town or District, to the public or any other entity.

3. District Use of Data

As set forth in provision (2(b) above, the District shall not transfer to any other entity, distribute or sell the Data for any purposes and the use of the Data is limited to use necessary to perform Fire District functions. The District shall advise the Town's Engineering/GIS Department as to any inquiries made to the District for copies of the Data. In the event the District violates this provision and provision 2(b) with respect to transfer, distribution or sale of the Data, the District shall pay the Town the sum of \$5000.00 for every breach of this provision of this agreement.

4. Severability

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

6. Merger; No Oral Changes

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

7. Section Titles

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

8. Governing Law

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

9. Term of MOU

The term of this MOU shall commence on April 1, 2015 and shall continue until April 1, 2020. This MOU may be terminated at the option of the Town or the District at any time. This MOU may also be extended by mutual consent of the Town and the District, by amendment to this MOU.

10. Notices and Contact Persons

- a. Any communication, notice, claim for payment, report, or other submission necessary or required to be made by the parties regarding this MOU shall be in writing and shall be given to the Town or the District 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 Town:

**By First Class or Certified Mail, return Receipt Requested in Postpaid Envelope
or by Courier Service or by Fax or by Email**

Town of Riverhead
Engineering Department/GIS
Attn: Robert Hubbs, GIS Supervisor
Telephone: (631) 727-3200 ext. 628

For the District:

**By First Class or Certified Mail, return Receipt Requested in Postpaid Envelope
or by Courier Service or by Fax or by Email**

Riverhead Fire District
540 Roanoke Avenue
Riverhead, New York 11901

Attn: Frank Darrow, Manager
Tel: (631) 603-3671 ext. 1

In the event the District 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 MOU, the District shall immediately forward to the Town Attorney, at the addresses set forth above, copies of all papers filed by or against the District.

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

11 No Intended Third Party Beneficiaries

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

12. Limitation of Liability

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

**Rev. 04/07/15; Suffolk Town Tracking Law No. 11-IT -
Town of Riverhead**

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

13. Entire Agreement

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

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

Town of Riverhead

By: _____

Name: Sean M. Walter

Title: Town Supervisor

Date: _____

Riverhead Fire District

By: _____

Name: Edward Carey

Title: Chairman, Board of Commissioners

Date: _____

TOWN OF RIVERHEAD

Resolution # 259

**AWARDS BID FOR WATER SERVICE MATERIALS
FOR USE IN THE RIVERHEAD WATER DISTRICT**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Town Clerk was authorized to publish and post a notice to bidders to rebid certain items of water service materials; and

WHEREAS, bids were received, opened and read aloud on the 17th day of March, 2015, at 11:05 a.m. at Town Hall, 200 Howell Avenue, Riverhead, New York 11901, the date, time and place given in the notice to bidders.

NOW, THEREFORE, BE IT RESOLVED, that the bid to rebid certain items of water service materials be and is hereby awarded per the attached bid summary; and be it further

RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to Blackman Plumbing Supply, Inc., 2700 Route 112, Medford, New York, 11763; T Mina Supply, Inc., 168 Long Island Avenue, Holtsville, New York, 11742; HD Supply Waterworks, Ltd, 650 Sheafe Road, Poughkeepsie, New York, 12601; and be it further

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

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter ABSENT

The Resolution Was Thereupon Duly Declared Adopted

ITEM #	DESCRIPTION	BLACKMAN	T MINA	HD SUPPLY
22	FORD A4-T DUCTILE IRON METER PIT COVER, OR EQUAL.	\$ 52.00		
23	FORD MC-36-T LARGE METER PIT COVER, OR EQUAL	\$ 415.00		
24	FORD FIB 48" X 48" X 3/32" THICK METER PIT INSULATING BLANKET			\$ 14.30
32	FORD EC-1 5/8" STANDARD EXPANSION CONNECTION, OR EQUAL.			\$ 16.24
33	FORD EC-23 3/4" STANDARD EXPANSION CONNECTION, OR EQUAL.			\$ 18.41
34	FORD EC-4 1" STANDARD EXPANSION CONNECTION, OR EQUAL.			\$ 30.92
59	FORD VBHH76-24-11-66-G 1 1/2" IRRIGATION COPPERSETTER, EQUAL			\$ 936.25
60	FORD VBHH77-24-11-77-G 2" IRRIGATION COPPERSETTER, EQUAL			\$ 1,018.70
61	FORD VBHH76-24HB-11-66-G DOMESTIC COPPERSETTER, OR EQUAL			\$ 1,307.03
62	FORD VBHH77-24HB-11-77G DOMESTIC COPPERSETTER, OR EQUAL			\$ 1,407.29
125	6" MJ RETAINER KIT FOR DI (DOMESTIC CASTING)			\$ 33.24
126	8" MJ RETAINER KIT FOR DI (DOMESTIC CASTING)	\$ 42.50		
127	10" MJ RETAINER KIT FOR DI (DOMESTIC CASTING)			\$ 64.46
128	12" MJ RETAINER KIT FOR DI (DOMESTIC CASTING)			\$ 86.41
129	6" MJ CAST IRON SLEEVE, LESS ACCESSORIES (DOMESTIC CASTING)			\$ 83.39
130	8" MJ CAST IRON SLEEVE, LESS ACCESSORIES (DOMESTIC CASTING)			\$ 108.85
131	10" MJ CAST IRON SLEEVE, LESS ACCESSORIES (DOMESTIC CASTING)			\$ 163.33
132	12" MJ CAST IRON SLEEVE, LESS ACCESSORIES (DOMESTIC CASTING)			\$ 220.53

ITEM #	DESCRIPTION	BLACKMAN	T MINA	HD SUPPLY
133	6" X 6" X 6" HYDRANT TEE, LESS ACCESSORIES (DOMESTIC CASTING)			\$ 158.50
134	8" X 8" X 6" HYDRANT TEE, LESS ACCESSORIES (DOMESTIC CASTING)			\$ 198.47
135	10" X 10" X 6" HYDRANT TEE, LESS ACCESSORIES (DOMESTIC CASTING)			\$ 311.49
136	12" X 12" X 6" HYDRANT TEE, LESS ACCESSORIES (DOMESTIC CASTING)			\$ 361.80
137	6" MECHANICAL JOINT WITH 90° BEND, LESS ACCESSORIES (DOMESTIC CASTING)			\$ 95.10
138	6" MECHANICAL JOINT WITH 45° BEND, LESS ACCESSORIES (DOMESTIC CASTING)			\$ 78.56
139	6" MECHANICAL JOINT WITH 22° BEND (DOMESTIC CASTING)			\$ 71.67
140	6" PUSH-ON DI PIPE CL52, (DOMESTIC CASTING) SPECIFY LENGTH _____ X \$ _____ =		\$ 422.28	
141	8" PUSH-ON DI PIPE CL52, (DOMESTIC CASTING) SPECIFY LENGTH _____ X \$ _____ =		\$ 641.60	
142	10" PUSH-ON DI PIPE CL52, (DOMESTIC CASTING) SPECIFY LENGTH _____ X \$ _____ =		\$ 878.20	
143	12" PUSH-ON DI PIPE CL52, (DOMESTIC CASTING) SPECIFY LENGTH _____ X \$ _____ =		\$ 1,056.20	
160	KENNEDY 4 ½" MVO FIRE HYDRANT WITH 6" MJ FOOT & 5' BURY			\$ 2,369.56
161	KENNEDY 4 ½" MVO HYDRANT REPAIR KIT			\$ 145.01
162	KENNEDY 6" HYDRANT EXTENSION KIT		\$ 170.50	
163	KENNEDY 1' HYDRANT EXTENSION KIT.		\$ 334.88	
204	DOMESTIC 1" CAST IRON VALVE BOX RISER.		\$ 11.74	
205	DOMESTIC 2" CAST IRON VALVE BOX RISER.		\$ 18.59	
206	DOMESTIC 3" CAST IRON VALVE BOX RISER.		\$ 31.31	
207	DOMESTIC 4" CAST IRON VALVE BOX RISER.		\$ 45.01	

ITEM #	DESCRIPTION	BLACKMAN	T MINA	HD SUPPLY
208	DOMESTIC VALVE BOX COMPLETE WITH COVERS & 16" TOP SECTION (ALL CAST IRON)		\$ 186.32	
209	16" DUCTILE IRON VALVE BOX TOP FLANGE TOP SECTION WITH COVER, DOMESTIC		\$ 84.16	
210	DOMESTIC VALVE BOX COVERS		\$ 17.61	
211	DOMESTIC VALVE BOX BOTTOM SECTION (CAST IRON)		\$ 105.38	
212	DOMESTIC 16" CAST IRON LINE VALVE BOX TOP SECTION.		\$ 90.63	
213	DOMESTIC 26" CAST IRON LINE VALVE BOX TOP SECTION.		\$ 102.22	
214	BUFFALO-TYPE 2 1/2" CAST IRON CURB BOX.		\$ 94.85	
227	FORD 3/4" C44-33-4-75-Q-NL EXTENDED LENGTH COUPLING WITH QUICK JOINT			\$ 25.00
228	FORD 1" C44-44-4-75-Q-NL EXTENDED LENGTH COUPLING WITH QUICK JOINT			\$ 28.60
229	FORD 3/4" FSC-088-642 PIPE OD .875 STAINLESS STEEL DUAL-ARMOR CLAMP			\$ 41.05
230	FORD 3/4" FSC-105-6R2 PIPE OD 1.05 STAINLESS STEEL DUAL-ARMOR CLAMP			\$ 41.91
231	FORD 1" FSC-113-6R2 PIPE OD 1.125 STAINLESS STEEL DUAL-ARMOR CLAMP			\$ 41.34
232	FORD 1" FSC-132-6R2 PIPE OD 1.32 STAINLESS STEEL DUAL-ARMOR CLAMP			\$ 42.21
233	FORD 1 1/4" FSC-138-6R2 PIPE OD 1.375 STAINLESS STEEL DUAL-ARMOR CLAMP			\$ 42.11
234	FORD 1 1/4" FSC-166-6R2 PIPE OD 1.66 STAINLESS STEEL DUAL-ARMOR CLAMP			\$ 43.25
235	FORD 1 1/2" FSC-163-6R2 PIPE OD 1.625 STAINLESS STEEL DUAL-ARMOR CLAMP			\$ 42.62
236	FORD 1 1/2" FSC-190-6R2 PIPE OD 1.90 STAINLESS STEEL DUAL-ARMOR CLAMP			\$ 4.76

ITEM #	DESCRIPTION	BLACKMAN	T MINA	HD SUPPLY
237	FORD 2" FSC-213-6R2 PIPE OD 2.125 STAINLESS STEEL DUAL-ARMOR CLAMP			\$ 43.75
238	FORD 2" FSC-238-6R2 PIPE OD 2.38 STAINLESS STEEL DUAL-ARMOR CLAMP			\$ 45.41
239	FORD 6" FLSI-(6.35,6.96,7.24,7.75,7.85) X 15 STAINLESS STEEL REPAIR CLAMP			\$ 135.59
240	FORD 8" FLSI-(8.35,8.94,9.39,9.67) X 15 STAINLESS STEEL REPAIR CLAMP			\$ 167.21
241	FORD 10" FLSI-(10.10,11.04,11.44,11.74,12.15) X 15 STAINLESS STEEL REPAIR CLAMP			\$ 227.05
242	FORD 12" FLSI-(12.40,13.02,13.50,13.80,14.10,14.40) X 15 STAINLESS STEEL REPAIR CLAMP			\$ 258.33
243	FORD PTB-BR PLASTIC AMR PLUG			\$ 4.69
244	FORD PTB-BR-3-25 PLASTIC AMR PLUG		\$ 11.03	
245	W3BPO PLASTIC INNER LID		\$ 5.46	
246	W3PD PLASTIC INNER LID	No Award	No Award	No Award

TOWN OF RIVERHEAD

Resolution # 260

AUTHORIZES THE EXECUTION OF AN AGREEMENT WITH VERIZON BUISNESS NETWORKS SERVICES, INC. ON BEHALF OF MCI COMMUNICATIONS SERVICES, INC. D/B/A VERIZON BUISNESS SERVICES AND THEIR AFFILIATES FOR MANAGED SECURITY SERVICES

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, Verizon Business Network Services Inc., on behalf of MCI Communications Services, Inc. d/b/a Verizon Business Services and/or their Affiliates (Verizon) has provided managed security services to the Town of Riverhead (Town) for firewall management; and

WHEREAS, by resolution number 190, adopted on March 6, 2012, the Town Board approved the signing of an agreement for managed security services effective for thirty-six (36) months; and

WHEREAS, the current agreement will expire on April 30, 2015; and

WHEREAS, Verizon has agreed to continue providing said services; and

WHEREAS, Verizon is approved as a New York State vendor for said services under Contract ID # PS63765 and desires to continue providing managed security services for thirty-six (36) months to the Town effective from the date of new agreement; and

WHEREAS, the Town wishes to enter an Agreement also designated as a Statement of Work (SOW) for such managed security services.

NOW THEREFORE, BE IT RESOLVED, that the Town Board be and hereby, authorizes Supervisor Sean Walter to execute the attached SOW with Verizon for managed security services; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to the Office of the Town Attorney, the IT Department and the Town Financial Administrator.

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter ABSENT

The Resolution Was Thereupon Duly Declared Adopted

Verizon Business Network Services Inc.
 22001 Loudoun County Parkway
 Ashburn, VA 20147

Town of Riverhead
 1295 Pulaski Street
 Riverhead, NY 11901

By: _____
 Name: _____
 Title: _____
 Date: _____

By: _____
 Name: _____
 Title: _____
 Date: _____

This Statement of Work (“SOW”) is governed by the State of New York Office of General Services, Contract ID #PS63765 (the “Agreement”), and is between Verizon Business Network Services Inc., on behalf of MCI Communications Services, Inc. d/b/a Verizon Business Services and/or their affiliates (“Verizon”) and Town of Brookhaven (“Customer”). To the extent there is any conflict between this SOW and the RFP or Agreement, the order of precedence should be as defined in the Agreement.

1. Description of Services

1.1 Verizon will provide the following services (“Services”):

Managed Firewall – Premium

1.2 Scope of Work.

Verizon will provide 24/7 Proactive Monitoring and Management of Customer Firewall for thirty-six (36) months which includes Verizon’s Online Guardian Portal.

2. Terms and Conditions.

2.1 Customer warrants and represents that Customer has the right to allow Verizon to perform the Services described in this SOW.

2.2 **Service Provider.** The products and services under this Statement of Work (referred to herein as “SOW”) are provided by Verizon (referred to herein as “Verizon”) except as otherwise explicitly noted.

2.3 **Services.** The provision of MSS to each of the types of applications listed in Section 1.2 above is a separate “MSS Service.” MSS is provided for the number of Serviced Devices for which Customer has ordered service. The two related devices in High Availability service are counted as one Serviced Device. A monthly recurring charge applies per MSS Service and per Serviced Device. Due to the inherent evolutionary nature of technology, Verizon reserves the right to change, modify, update or enhance MSS from time to time (“Service Update”) and will notify the Customer’s contact shown in the Service Context (via facsimile or electronic mail) upon publishing new terms. Such new terms shall become effective upon the date specified in Verizon’s notice but no sooner than the 90th day following notice. Unless the Customer elects to terminate MSS under the terms of the Agreement and provides written notice to that effect to Verizon within 30 days following receipt of Verizon’s change notification, the new terms will be deemed accepted and will apply.

2.4 **Excluded Services.** The parties acknowledge that Verizon has no obligation to provide MSS for any Serviced Device that: (i) has been subjected to unusual physical or electrical stress,

misuse, negligence or accident; (ii) has been modified, merged, relocated, repaired, serviced or otherwise attended to by a party other than Verizon or without Verizon's prior written consent; (iii) that is "end-of-life" or which runs a version of operating system and/or application software that is no longer supported or maintained by the relevant manufacturer or licensor; or (iv) has not been properly registered and/or for which required permits or approvals are not or no longer maintained.

2.5 **Additional Services.** Customer may request Verizon to provide services in addition to MSS ("Additional Services"). Such Additional Services may include installation, configuration, training, consulting and other professional services. The provisioning of such Additional Services will be subject to a separate quotation by Verizon and with terms set out in a separate service attachment.

2.6 **Customer Responsibilities.**

2.6.1 The Customer shall (i) at its own expense, procure and maintain adequate maintenance contracts and all licenses necessary for the Serviced Devices to enable Verizon to properly perform MSS; (ii) comply with MSS prerequisites and operational procedures as set forth in the then current terms; and (iii) promptly inform Verizon of any changes effectuated in the Customer's network and/or Information Technology infrastructure ("Customer Environment") and any changes to the nomination and/or authorization level of the individuals Customer has authorized to oversee, monitor or evaluate the provision of MSS.

2.6.2 The Customer acknowledges that modifications or changes to the Serviced Devices (such as future releases to the Serviced Device's operating software) or to the Customer Environment may cause interoperability problems or malfunctions in a Serviced Device and/or the Customer Environment. The Customer acknowledges that it is Customer's responsibility to maintain, at its sole cost and expense, the Customer Environment to ensure that the Customer Environment is interoperable with each Serviced Device. The Customer further acknowledges that it is the Customer's responsibility, at its sole cost and expense, to maintain and ensure the full and proper functionality of each Serviced Device.

2.6.3 **Invoicing and Orders.** Unless expressly indicated otherwise all NRCs will be invoiced upon Order Confirmation Date and the initial monthly recurring charges will be invoiced upon RFS or 3 months after Order Confirmation Date (as those terms are defined below), whichever is sooner, and monthly thereafter.

2.6.3.1 Customer acknowledges and accepts that, for some services, such as Service Tickets, a minimum order quantity may apply. Customer shall be advised if a minimum order quantity applies in advance of Customer's order. Customer accepts that, unless explicitly agreed otherwise in writing, any unused portion of such minimum quantity shall be deemed forfeited upon termination or expiration of the related MSS Service and Customer shall not be entitled to receive any refund, credit or other form of reimbursement of fees paid in respect of such unused portion.

2.6.3.2 If Customer elects to terminate MSS Service for any Serviced Device and after that MSS Service has ended, requests Verizon to renew such service to that device, Verizon may require payment of the then applicable service initiation fees to re-establish service (e.g., set-up NRCs).

2.6.4 **Service Equipment.** If Verizon-owned equipment and software ("Service Equipment") is provided to Customer for use in connection with MSS, Customer shall be liable for any and all loss or damage to the Service Equipment, excluding damage attributable to

normal wear and tear, in Customer's possession or under its control, unless such loss or damage is attributable to a negligent act or omission of Verizon. Customer shall notify Verizon immediately of any loss or damage attributable to a negligent act or omission of Verizon. Customer agrees to (i) house the Service Equipment in a safe and serviceable environment and in accordance with reasonable instructions by Verizon as may be given from time to time; and (ii) permit Verizon or an authorized representative of Verizon to modify, relocate, repair, inspect or test the Service Equipment at all times subject to compliance with any reasonable security and safety procedures in force at the location where the Service Equipment is located or housed by or on behalf of Customer.

2.6.4.1 Verizon has the right to revoke the use of the Service Equipment at any time. Upon Verizon's revocation of Service Equipment use, or termination or expiration of MSS for which the Service Equipment has been provided, the Customer shall immediately cease all further use of the Service Equipment and return to Verizon the Service Equipment in the same condition as such Service Equipment was received, excluding normal wear and tear, in the original or equivalent packaging materials. In such event, freight and insurance shall be prepaid by Customer and Customer shall bear all of the costs and expenses attributable to returning the Service Equipment to Verizon. If Customer fails to return the Service Equipment within 14 calendar days following termination or expiration of the applicable MSS Services, Customer shall be invoiced for the purchase or license of the Service Equipment at greater of: (i) 140% of Verizon's then current net book value of the Service Equipment, or (ii) the costs and expenses of any new and equivalent replacement equipment procured by Verizon.

2.6.4.2 Customer shall use the Service Equipment for internal purposes only as further defined in this SOW. Customer shall not distribute, reproduce, or sublicense the Service Equipment. Customer shall not reverse engineer, decompile, or disassemble or otherwise attempt to discover source code of the Service Equipment.

2.6.4.3 In certain countries, to be determined at the time of order, Customer must provide certain equipment (e.g. Local Event Collectors and Connection Kits, along with related devices such as terminal servers and modems) to Verizon's specifications and Verizon will configure and access such equipment remotely. Verizon will not take title to such equipment in that case.

2.6.5 **User Interface.** In connection with the provision of MSS, Customer may be provided with one or more user IDs, account numbers, personal identification numbers or codes, passwords, digital certificates or such other means of authentication ("Login") to access a web-based portal, dashboard, or other form of user interface ("User Interface"). The User Interface and Login may be used for accessing on-line services, authorizing instructions and requests using MSS and/or ordering additional services or Service Tickets. Customer shall at all times keep its Login strictly confidential and shall take all reasonable precautions to prevent unauthorized use, misuse or compromise of its Login. Customer agrees to notify Verizon promptly upon learning of any actual or threatened unauthorized use, misuse, or compromise of its Login. Verizon is entitled to rely on Customer's Login as conclusive evidence of identity and authority. Customer shall be liable for all activities and charges incurred through the use of Customer's Login, and will indemnify, defend and hold Verizon harmless from all liabilities, losses, damages, costs and expenses (including, without limitation, reasonable attorneys' fees and costs) incurred by Verizon to the extent resulting from the use and/or compromise of Customer's Login, unless the unauthorized use, misuse or compromise of

Customer's Login is solely attributable to a Verizon's gross negligence or willful misconduct.

2.6.6 **Customer Information.** Customer is responsible for, and Verizon may rely upon, the accuracy, timeliness and completeness of all data, reports and other information Customer supplies. Customer will make available to Verizon its computer programs, data and documentation required by Verizon to perform MSS. Customer shall obtain all governmental approvals, licenses, and permits necessary for completion of MSS, if any. Customer shall prepare any installation site in accordance with Verizon's instructions to ensure that any equipment that interfaces with Customer's computer system operates in accordance with the manufacturer's specifications. If Customer fails to make any preparations required by this SOW and this failure causes Verizon to incur costs during the implementation or provision of MSS, then Customer agrees to reimburse Verizon promptly for these costs.

2.7 Warranties.

2.7.1 Verizon warrants to Customer that it will perform its obligations in a good and workmanlike manner. The remedies set forth in the service level agreement ("SLA") portion of this SOW are Customer's sole and exclusive remedies in connection with MSS, including without limitation failure to meet any standard set forth in the SLA.

2.7.2 For any third party products or services, Customer shall receive only the warranties offered by such third party to the extent Verizon may pass through such warranties to Customer.

2.7.3 Customer represents and warrants that (i) it has and will continue to have all rights, power, permissions and authority necessary to have Verizon perform MSS in the Customer Environment (including, without limitation, all rights, power, permissions and authority necessary in respect of any IP address assigned to a Serviced Device); and (ii) it will use MSS for lawful purposes only. Customer agrees to indemnify, defend and hold a Verizon Indemnified Party, as defined below, harmless from any loss, damage (including reasonable attorneys' fees) and liability of any kind that may be incurred as a result of Customer's breach of the foregoing warranty.

2.8 Limitation of Liability.

2.8.1 The parties agree that Verizon will not be liable for any damages caused by hardware, software, other products or services furnished by parties other than Verizon, its agents or subcontractors, or any damages caused by the products and/or services delivered by or on behalf of Verizon which have been modified, serviced or otherwise attended to by parties other than Verizon or without Verizon's prior written and express consent. Customer acknowledges that Verizon shall not be liable for any damages resulting, directly or indirectly, from any act or failure to act by Customer or any third party (including, without limitation, the non-performance, defaults, omissions or negligence of any third party that provides telecommunications services in the country or countries in which Customer's premises or systems are situated and such other countries from, across, to or in respect of which MSS is provided by or on behalf of Verizon).

2.8.2 IN NO EVENT MAY EITHER PARTY'S AGGREGATE LIABILITY FOR ANY CLAIM OR ACTION RELATING TO OR ARISING OUT OF THIS SOW, REGARDLESS OF THE FORM OF ACTION (INCLUDING, WITHOUT LIMITATION, CONTRACT, TORT, PRODUCTS LIABILITY OR STRICT LIABILITY) EXCEED THE SERVICE FEES PAID TO VERIZON BY CUSTOMER FOR THE SERVICE GIVING RISE TO SUCH CLAIM OR ACTION DURING THE SERVICE PERIOD IN WHICH SUCH SERVICE WAS

PROVIDED. The foregoing does not limit Customer's payment obligations under this Agreement.

2.8.3 WITH REGARD TO SERVICES WHICH PROVIDE INFORMATION SHARING AND/OR INDUSTRY ALERTS, VERIZON DISCLAIMS ANY LIABILITY TO CUSTOMER, AND CUSTOMER ASSUMES THE ENTIRE RISK FOR (A) INFORMATION FROM THIRD PARTIES PROVIDED TO CUSTOMER WHICH TO THE BEST OF VERIZON'S INFORMATION, KNOWLEDGE AND BELIEF DID NOT CONTAIN FALSE, MISLEADING, INACCURATE OR INFRINGING INFORMATION; (B) CUSTOMER'S ACTIONS OR FAILURE TO ACT IN RELIANCE ON ANY INFORMATION FURNISHED AS PART OF MSS; AND/ OR (C) THE USE OF ANY THIRD PARTY LINKS, PATCHES, UPDATES, UPGRADES, ENHANCEMENTS, NEW RELEASES, NEW VERSIONS OR ANY OTHER REMEDY SUGGESTED BY ANY THIRD PARTY AS PART OF MSS.

2.9 Term and Termination.

2.9.1 Provided that this SOW is executed by Verizon, the rates, charges and discounts contained herein will be effective on the first (1st) day of the second (2nd) billing cycle following Customer's signature and delivery of this SOW to Verizon ("SOW Effective Date") and shall continue in force for a period of thirty-six (36) consecutive months.

2.9.2 Order Confirmation. Verizon will confirm Customer's order via email and the date of this email is the "Order Confirmation Date". The Order Confirmation will confirm the MSS service(s) requested.

2.9.3 Ready For Service ("RFS") Date. Ready for Service ("RFS") is the date on which Verizon begins providing an MSS Service on a Serviced Device. Customer will receive an RFS notification as each MSS Service becomes active.

2.9.4 MSS Services ordered under this SOW, and associated payment obligations, will continue until terminated by either party. Either party may terminate service, or MSS Service on any Serviced Device, with or without cause, effective 60 days after written notice of termination is given to the other party. Customer will pay any amounts accrued for MSS through the termination date. Customer may cancel a request for MSS Service for any Serviced Device prior to RFS with or without cause, effective 30 days after written notice of cancellation.

2.10 Assumption of Risk.

2.10.1 Customer acknowledges and agrees that the price being charged by Verizon for MSS does not include any risk contingency or other assumption of risk, beyond the cost of performance. Verizon is not assuming responsibility for any losses that may occur as a result of the failure to identify all possible threats or vulnerabilities and Verizon is not acting in the capacity or taking on the responsibility of an insurer and is not charging a price that would allow it to do so. It is the responsibility of Customer, as Customer deems fit, to obtain adequate insurance, covering damages to Customer or third parties.

2.10.2 The parties acknowledge and agree that temporary disruption, degraded performance or unavailability of all or portion of the Customer's systems or infrastructure may occur in some circumstances as a result of the provision of MSS. Customer agrees to notify appropriate personnel within its organization and any third party Customer deems relevant prior to authorizing any Maintenance Window or change request. Notwithstanding anything contained in this SOW to the contrary, Customer assumes all risk for adverse consequences resulting from or associated with (a) the maintenance

performed by Verizon in connection with MSS or change requests, and (b) the timeframe Customer elects or authorizes Verizon to perform such maintenance services or change requests.

2.10.3 Customer understands that to the extent Customer requests services involving the use of network scanning technology, such activities have substantial inherent risks, including, but not limited to, the loss, disruption, or performance degradation of the Customer's or a third party's business processes, telecommunications, computer products, utilities, or data (the "Scanning Risks"). Customer acknowledges that it understands and accepts the Scanning Risks. Customer specifically authorizes Verizon to perform the portion of MSS that require the use of network scanning technology. Verizon shall take reasonable steps to mitigate these Scanning Risks; however, Customer understands that these Scanning Risks are inherent in the provision of certain computer security services and the use of certain computer security products and cannot be eliminated. Customer agrees to indemnify, defend and hold harmless Verizon and its affiliates, officers, agents, successors or assigns (each, a "Verizon Indemnified Party") from and against any and all loss, damages, liabilities, costs and expenses (including legal expenses and the expenses of other professionals) incurred by Verizon, resulting directly or indirectly from any claim attributable to or arising out of Verizon's use of network scanning technology (each, a "Scanning Claim"), including, without limitation, the use by Verizon of network scanning technology to analyze assets that are not controlled directly by Customer, including, without limitation, servers hosted by third parties. The obligation of Customer to indemnify, defend and hold a Verizon Indemnified Party harmless in connection with a Scanning Claim shall not apply if Verizon's gross negligence or willful misconduct gave rise to such Scanning Claim.

2.11 **Intellectual Property Rights: Ownership.** Each party agrees that except as provided below, it acquires no right, title or interest in or to the other party's information, data base rights, data, tools, processes or methods, or any copyrights, trademarks, service marks, trade secrets, patents or any other intellectual or intangible property or property rights of the other party by virtue of the provision of MSS or materials delivered pursuant to this SOW. Customer retains all right title and interest in and to the underlying factual data gathered through the provision of MSS. Verizon owns all right title and interest in and to Verizon's trade secrets, confidential information or other proprietary rights in any creative or proprietary ideas, information or other material used by Verizon or presented to Customer (each, a "Technical Element"), including, but not limited to: data, software, modules, components, designs, utilities, databases, subsets, objects, program listings, tools, models, methodologies, programs, systems, analysis frameworks, leading practices, report formats, manner of data expression and specifications. Verizon grants Customer a nonexclusive, royalty-free license to use each Technical Element integrated into any deliverable solely for Customer's internal business purposes. Customer may disclose a Technical Element integrated into a deliverable to a third party as long as such third party is subject to a written nondisclosure agreement, requiring such third party to maintain the confidentiality of such Technical Element and use such Technical Element only for the benefit of Customer. Notwithstanding anything contained in this SOW to the contrary, Customer is prohibited from creating derivative works of all or any portion of a Technical Element. Each deliverable Verizon creates uniquely for Customer's sole use (each, a "Custom Material") in accordance with this SOW shall not constitute a Technical Element. Each Custom Material shall be deemed a "Work Made For Hire" under the Copyright Act of 1976.

2.12 **Certification Seals;** Verizon Materials. If, under the terms of this SOW, Customer is granted the right to use any Verizon certification seals or logos (each, a "Certification Seals"), then the display and presentation of such Certification Seal by Customer are subject to Verizon's then-current logo guidelines. If in connection with the provision of MSS Verizon installs or provides any hardware or software owned by Verizon ("Verizon Materials"), then Customer shall use the Verizon Materials for internal purposes only as further defined in this SOW. Customer shall not

distribute, reproduce, or sublicense the Verizon Materials. Customer shall not reverse engineer, decompile, or disassemble or otherwise attempt to discover source code of the Verizon Materials. Verizon has the right to revoke the use of the Verizon Materials at any time. In such event, Customer shall, at its sole cost and expense, promptly return the Verizon Materials to Verizon. Customer's right to use the Verizon Materials automatically terminates upon termination of this SOW or upon completion of the portion of MSS for which the Verizon Materials are provided.

2.13 Confidential information.

2.13.1 **Methods; Systems; Reports.** Customer acknowledges that the following information constitutes "Confidential Information" under the Agreement: (a) the methods, systems, data and materials used or provided by Verizon in connection with the provision of MSS; and (b) the results of Verizon's assessment of Customer and all reports issued by Verizon in connection with such results. The term "Confidential Information" does not include information that is (y) expressly excluded from the definition of "Confidential Information" under the Agreement; or (z) comprised of statistical information, or other aggregated information regarding security vulnerabilities, security configurations and the like insofar as such information does not identify Customer or Customer's computer network or computer systems.

2.13.2 **Permitted Use.** Verizon has the right to disclose Customer's Confidential Information to a "Qualified Consultant." For purposes of this SOW, "Qualified Consultant" means a consultant who (a) is engaged by Verizon to assist Verizon in connection with the provision of MSS, (b) agrees in writing to use Customer's Confidential Information only in connection with the provision of MSS, and (c) agrees in writing to be bound by substantially the same terms and conditions contained in the Agreement regarding the use, disclosure and the protection from disclosure of Customer's Confidential Information.

2.14 General Provisions.

2.14.1 **Force Majeure.** With the exception of Customer's obligation to make payments properly due to Verizon, neither party may be deemed in default or otherwise liable under this SOW due to its inability to perform its obligations by reason of fire, earthquake, flood, labor disruption or any failure or delay of any transportation, power, computer or communications system or any other or similar cause beyond such party's control.

2.14.2 **Independent Contractors.** The parties to this SOW are independent contractors and this SOW does not establish any relationship of partnership, joint venture, employment, franchise or agency between Verizon and Customer.

2.14.3 **No Third Party Beneficiaries.** Except as expressly set forth herein, nothing in this SOW, express or implied, may be construed to confer any rights, legal or equitable, in any person or entity other than the parties hereto and their respective successors and permitted assigns.

2.14.4 **Definitions and Acronyms.** Capitalized terms not defined herein have the meaning described in the Agreement.

Defined Term / Acronym	Definition
24x7	A continuous service, 24 hours a day, 7 days a week, 365 (366) days a year, independent of time zones and local or international public holidays.
Applicable Rates	Applicable Rates are the rates that apply for professional services work not included in this agreement. Work at Applicable Rates is subject to the creation and execution of a separate statement of work outlining the activities and the applicable rates for executing these activities.
Authorized Users	Customer personnel authorized by the Customer to access the Security Dashboard
Business Days	Monday through Friday, excluding Christmas and New Year's Day, from 00:00 UTC to 24:00 UTC.
Certificate	<p>A digital certificate is compliant with x.509v3, RFC 2459, RFC 3280, and RFC 3039. It will include:</p> <ul style="list-style-type: none"> • A public key • The identity or unique pseudonym of the certificate subscriber who owns and holds the private key matching the listed public key • The Issuer's identity • A start date and expiration date • A reference to the governing policy of the Issuer
Change Request	A request from the Customer, or from Verizon for a change to the <u>SEAM</u> policy, the <u>Rule Set</u> , the configuration, the <u>Service Context</u> , or a request for a <u>Security Upgrade</u> .
Connection Kit	Equipment at Customer's designated premises used to set up secured monitoring or management connections between the <u>Serviced Device(s)</u> and one or more SMCs.
Correlation	Comparing data from multiple sources to find patterns and relationships that may point to attacks and abuse.
Event	A data record produced by a <u>Serviced Device</u> when it detects a Threat. Such a record may be an SNMP trap, a device-generated event, an entry in a log, or an xml event. An Event may also be called "alert".
Exploit	<p>A method to use a Vulnerability to gain unauthorized access to functions, data, or privileges, generally with malicious intent.</p> <p>An exploit can include a script, virus, Trojan, or a worm. The exploit is mainly defined by the way it replicates and spreads.</p> <p>An attack is the use of an Exploit.</p> <p>A script refers to a document with steps to manually find and exploit vulnerabilities. A script is replicated by publishing it.</p> <p>A virus refers to malicious software attached to a medium (e.g. files, removable media, or documents). A virus replicates using this medium.</p> <p>A Trojan refers to malicious software embedded in applications. The Trojan will not replicate itself; it spreads with the application.</p> <p>A worm refers to a self-contained program (or set of programs) that spreads copies of itself to other computers. A worm can spread through network connections and e-mails in a matter of hours.</p>
Incident	A single Event, or a series of Events, that may represent an intrusion attempt, a reconnaissance attempt or that otherwise require the attention of a security analyst. An Incident may also reflect an "attack".
Issuer	Issuing authority of Certificates. It is the legal entity that assumes the liability of the Certificates issued under its Certificate Policy ("CP"), and that carries out, authorizes, or delegates the obligations laid down in its Certification Practice Statement ("CPS").

Defined Term / Acronym	Definition
Local Event Collector	Equipment at Customer's or Verizon's premises used to set up secured monitoring or management connections between the <u>Serviced Devices</u> and one or more SMCs.
Log Transport Agent	A Log Transport Agent is a third party or Verizon proprietary software component that runs on a Serviced Device to enable the transport of Event logs generated by that Serviced Device to the Local Event Collector and/or SMC. Like any agent software, a Log Transport Agent may impact available resources for performing tasks and functions.
Maintenance Window	A time window agreed between the Customer and Verizon for Verizon's performance of certain maintenance or management services on <u>Serviced Devices</u> . During a Maintenance Window, the <u>Serviced Devices</u> and/or MSS may be temporarily disrupted or unavailable. Maintenance windows are limited to a maximum of 6 hrs.
NTE	Not To Exceed
Other Incident Ticket	A ticket for service related incidents logged with Verizon and created by the Customer or Verizon. Other Incident Tickets will consume Service Tickets, as outlined in this SOW.
RFO	Ready For Operations - The date (following RFS) that Verizon sends RFO notice to Customer documenting agreement by Customer and Verizon that the <u>Serviced Device</u> and <u>SEAM</u> policy have been fine-tuned and the escalation parameters, Service Context and procedures have been set as mutually agreed. From this date, the <u>SLA</u> becomes effective. RFO is given per Serviced Device.
Refresh Rate	The rate at which information on the Security Dashboard is refreshed. The Refresh Rate varies dependent on the type of information and the Serviced Device to which the information relates as shown in this SOW.
RFS	Ready For Service - The date on which Verizon starts providing a MSS Service on a <u>Serviced Device</u> . The RFS may vary for each MSS Service.
Rule Set	The security policy or rules used by a Serviced Device or by SEAM. The Rule Set may also be called "policy" when there is no confusion with corporate or other policies.
SEAM	<p>State and Event Analysis Machine – Proprietary Software used by Verizon to process logs, alerts, and scan reports from Serviced Devices. Its functions include:</p> <ul style="list-style-type: none"> • Normalization – converting entries in logs and individual alerts into generalized Events independent of the device and its brand or version. • Classification – giving Events a first classification, using Verizon proprietary Event Classification Policy Language, filtering out false positives or Events related to vulnerabilities absent in the targeted environment. • Correlation – reclassifying or combining Events into meaningful Incidents that will be handled by Verizon security analysts. • Pattern matching – recognizing patterns pointing to reconnaissance scans, infections, or attacks. • Statistics – calculating averages to discover trends and anomalies, and to allow comparisons. • Workflow management – recording the activities for an Incident. • Information management – managing the information needed to examine, evaluate, and classify <u>Incidents</u>. • User management – defining the views and authorization levels of users
Secure E-mail	An e-mail using, where possible and practicable for the Customer, a signature, encryption, and <u>Certificates</u> trusted by Verizon. This is based on S-MIME certificates. Customer is required to provide its public key to Verizon. If this is not possible or practicable for the Customer, Verizon will revert to using unencrypted e-mail communications.

Defined Term / Acronym	Definition
Security Dashboard	A secured web portal for Customer authorized staff to access in connection with MSS. It is the main point of communication between the Customer and Verizon.
Security Upgrade	Changes to a software program to fix a security hole; generally released by the software manufacturer or editor. A Security Upgrade concerns small improvements to the software; security Upgrades generally do not contain substantial new features or functions. A Security Upgrade may also refer to a “patch”, “bug fix”, “service pack” or “update”.
Service Context	A set of documents, with version control, posted on the Security Dashboard, containing information about the Customer that Verizon uses for the provisioning of MSS to the Customer. The Service Context is setup during the service initiation phase and is maintained via the change management process. Customer can also add or update host information in the Service Context. The Service Context may include one or more of the following: Specification of Maintenance Windows Procedures, templates for escalation, notification, reporting, change control processes and authorization procedure Contact details and authorization for escalation, notification, and reporting <u>Secure E-mail Certificates</u> Roles and Responsibilities in the form of a RACI Matrix between Customer and Verizon for the different service components Details on maintenance and support contracts Network topologies and asset inventories of systems that can be reached through the security infrastructure
Serviced Device	An appliance, software feature on a physical device, system, software plug-in or application, at the Customer’s or Customer’s service provider’s premises that is monitored and/or managed under MSS. Serviced Devices are shown in the Service Context section of the Security Dashboard. Typical examples of a Serviced Device are a router, a network intrusion detection probe, an anti-virus or content-screening plug-in on a proxy, a firewall running on a UTM (Unified Threat Management) or server, a virtual security component or a host intrusion detection management station. A Serviced Device can be deployed in the following configurations: <ul style="list-style-type: none"> • Primary: A device processing the day-to-day load. • High Availability: A redundant configuration of two devices (duplicate software and data); not necessarily co-located; activated manually or automatically when the primary device fails. Also sometimes referred to as an “Active-Passive” configuration. • Active-Active: A configuration of 2 devices in a load balancing setup with both devices passing network traffic. In case of failure of one device, the other device either manually or automatically takes over the device functions of the failed device. In this configuration, each device is treated as a separate Serviced Device under MSS, subject to a separate MRC. Note, however, that the rate for the optional Device Service Availability SLA quoted above covers both devices.
Service Ticket	A unit for charging certain usage-based services under MSS. A number of Service Tickets are included in each MSS service by default for each Serviced Device per 12-month period following the RFS. This number is specified in Rates and Charges, section 1.3, of this SOW.

Defined Term / Acronym	Definition
SMC	Security Management Center. A data center that hosts the systems for monitoring, managing, or supporting the Serviced Devices. The SMC includes: equipment to connect to the Local Event Collector, management stations, the SEAM engines, signing engines, Security Dashboard, and back-end systems such as back-up devices, file servers, and terminal servers. The SMC may include equipment owned by the Customer.
SMC Time Stamp	A time stamp, recorded by Verizon at the SMC, reported on the Security Dashboard and taken as reference for measuring the service levels. The SMC Time Stamp is recorded in UTC and synchronized worldwide using the Network Time Protocol ("NTP").
Subordinate Device	An appliance, system, network, or software at Customer or Customer's service provider's premises that depends on a Serviced Device but that is not managed or monitored by Verizon. A Subordinate Device can be a local repository or an agent (installed on a server or desktop) that gets its software, configuration and Rule Set updates from a management station being the Serviced Device, and that sends security events to that Serviced Device.
Threat	A (suspected) use of an Exploit, or the (suspected) presence of a Vulnerability in the configuration, platform, or application code. A Threat can be an infection by a worm or virus, or it can be a targeted attack. Exploits can also be combined into Blended Threats, exploiting multiple security holes.
Threat Signature	Code used to recognize a Threat by its pattern. A Threat Signature may contain algorithms to detect dynamically changed malicious behavior, combat obfuscation, or impersonation.
Unsupported Device	A Serviced Device that is either (i) no longer supported or maintained by its manufacturer; or (ii) an appliance, system, network, or software that is not included in Verizon's portfolio of security products supported on the MSS platform. Certain limitations and conditions with respect to the availability of MSS apply for Unsupported Devices.
UTC	Coordinated Universal Time. Universal Time indication, standardized by the Bureau International des Poids et Mesures (BIPM) and defined in CCIR Recommendation 460-4. The UTC is the time indicated on atomic clocks. Verizon consults and uses it for its SMCs via the Internet protocol NTP. The UTC code uses the 24-hour clock. 4 pm (afternoon) is equal to 16:00 UTC. Depending on the daylight savings period, the UTC is 4 or 5 hours ahead of Eastern Standard Time ("EST"), and 1 or 2 hours behind Central European Time ("CET").
Vulnerability	A security hole; a defect that can be exploited to gain access to data, functions, or privileges violating the intended authorization. Vulnerabilities can range from defects in application or system software (e.g. bugs), in the user administration (e.g. non-protected user accounts), in the configuration (e.g. unintended network or file access), in the policy and Rule Set definition (e.g. unrestricted open ports or exposed IP-addresses), etc. The combination of all vulnerabilities of a given system or infrastructure is the exposure.
Work-around	An alternative function or method, often using a temporary patch or reconfiguration, to achieve a result equivalent to the original function or method.

3. **Specifications for Managed Security Service - Premium.** Managed Security Service -- Premium is available as a monitoring service or a monitoring and management service as described below.

3.1 **Service Matrix.** The following table lists which sections apply for each of the Serviced Devices/MSS Services combinations.

	Monitoring Services				Management Services			
	Device Availability & Health Monitoring	Threat Analysis	Security Incident Handling	Service & Security Incident Reporting	Device Maintenance (Management)	Device Health Management (Management)	Device Security Management (Management)	Service & Security Incident Reporting
Firewall	√	√	√	√	√	√	√	√
Network Switch	√	√	√	√	√	√	√	√
Router	√			√	√	√	√	√
Security Appliance	√	√	√	√	√	√	√	√
Network Intrusion Detection System ("NIDS")	√	√	√	√	√	√	√	√
Network Intrusion Prevention System	√	√	√	√	√	√	√	√
Wireless IDS		√	√	√	√		√	√
HIDS/HIPS on Servers – Full Escalation (1)		√	√	√	√		√	√
HIDS/HIPS on Servers – Threshold Escalation (2)		√		√	√		√	√
HIDS/HIPS on Clients		√		√	√		√	√
Application Level Firewall	√	√	√	√	√	√	√	√
Load Balancer	√	√	√	√	√	√	√	√
SSL VPN	√	√	√	√	√	√	√	√
Email Security Gateway	√	√	√	√	√	√	√	√
Proxy Server	√	√	√	√	√	√	√	√
Content Screening	√	√	√	√	√	√	√	√
SEM/SIEM	√	√	√	√	√	√	√	√
Database Security Gateway	√	√	√	√	√	√	√	√
Database Monitoring Gateway	√	√	√	√	√	√	√	√
Network Admission Control	√	√	√	√	√	√	√	√
SEM/SIEM	√	√	√	√	√	√	√	√
FIPCM		√	√	√	√		√	√
Endpoint Security on Servers and Clients		√	√	√	√		√	√

(1) HIDS/HIPS – Full Escalation: This service is available for HIDS/HIPS agents residing on servers only. When a client orders this service, security events and incidents are created for each individual HIDS/HIPS agent. On-line and off-line reporting happens per HIDS/HIPS agent.

(2) HIDS/HIPS – Threshold Escalation: This service is available for HIDS/HIPS agents residing on servers or on clients (desktops/laptops). When a client orders this service, sensors with the same policy are grouped together. For each group, a number of customer-specific thresholds are defined. When a threshold is exceeded, an automated escalation is sent to the customer. On-line and off-line reporting happens per group.

3.2 Device Availability & Health Monitoring.

3.2.1 Availability Monitoring. Availability Monitoring provides the following.

- 3.2.1.1 Verizon monitors the availability of the Serviced Device 24x7 by sending a life signal (for example a “ping”) once every life signal time-out period. This time-out period will be two (2) minutes, unless agreed otherwise with the Customer in the Service Context. During monitoring, Verizon can adapt the time-out period to minimize the number of false alerts.

3.2.1.2 If the Serviced Device does not respond to a given number of consecutive life signals, Verizon assumes it is unavailable. This number is three (3) out of five (5) consecutive life signals, unless Customer agrees otherwise in the Service Context.

3.2.1.3 When Verizon establishes that a Serviced Device is unavailable, it will contact Customer's contacts defined in the Service Context contacts according to the escalation parameters for the Availability Report

3.2.1.4 These are the contacts and escalation parameters for the Availability Report:

	Interaction	Reporting
Communication Channel	Phone and Secure-Email	Security Dashboard
Information Type	Availability Report	Statistics
Reference Time	SMC Time Stamp	SMC Time Stamp
Response Time	15 Minutes or Less	Refresh Rate
Contact Person	1° Primary incident contact 2° Secondary incident contact	Authorized Users
Escalation	1° Primary incident contact 2° Secondary incident contact	

3.2.1.6 Verizon is not responsible for the availability monitoring of the devices serviced by the Serviced Device (i.e. the Subordinate Devices).

3.2.2 Health Monitoring. Health Monitoring provides the following.

3.2.2.1 Verizon monitors the health of the Serviced Device 24x7 by measuring a number of health parameters once every ten (10) minutes unless it is otherwise agreed in the Service Context. Conditional upon the reporting capability of the Serviced Device, these health parameters are: CPU usage, Memory usage, Disk usage and Swap usage. Verizon requires access to the Serviced Device in a manner that allows measuring the health parameters reported on by the Serviced Device.

3.2.2.2 Verizon will set a health threshold for each of the health parameters reported on by the Serviced Device and will create a health incident if one or more thresholds are exceeded

3.2.2.3 When Verizon creates a health incident and if the health incident is indicative of a problem with the Serviced Device, it will contact the Customer contacts defined in the Service Context according to the escalation parameters for the Health Report

3.2.2.4 These are the contacts and escalation parameters for the Health Report:

	Interaction	Reporting
Communication Channel	Secure-Email	Security Dashboard
Information Type	Health Report	Statistics
Reference Time	SMC Time Stamp	SMC Time Stamp
Response Time	15 Minutes or Less	Refresh Rate
Contact Person	1° Primary incident contact 2° Secondary incident contact	Authorized Users
Escalation	1° Primary incident contact 2° Secondary incident contact	

3.2.2.5 If Verizon experiences performance problems with the Serviced Device it may recommend a hardware upgrade.

3.2.2.6 Verizon is not responsible for the health monitoring of the devices serviced by the Serviced Device (i.e. the Subordinate Devices).

3.3 **Threat Analysis.** The Threat Analysis is based on the logs, Events, and reports produced by a Serviced Device or received from devices serviced by that Serviced Device (i.e. the Subordinate Devices), as available. The results of the Threat Analysis are reported on the Security Dashboard in real-time or periodically (see section Service and Security Incident Reporting). They can also be used for escalating Threats and Incidents in real-time (see section Security Incident Handling).

3.3.1 **Event Collection.**

3.3.1.1 Verizon uses one or more devices including, without limitation, Local Event Collectors and Connection Kits, along with related devices (e.g. terminal servers and modems) (individually and collectively, “Event Collection and Management Equipment”) to collect Events from the Serviced Devices and send Events to the SMC. Verizon and Customer will jointly agree upon the number of locations where Event Collection and Management Equipment is used.

3.3.1.2 For certain types of Serviced Devices, a Log Transport Agent must run on the Serviced Device to enable the transport of the Event logs generated by the Serviced Device to the Local Event Collector and/or SMC. The Customer is responsible to install and maintain the functioning of the Log Transport Agent, including updating the Log Transport Agent as per any reasonable instructions from time to time given by Verizon. Verizon will provide the Customer with a copy of the Log Transport Agent to be installed and install instructions or direct the Customer to a download/instruction page.

3.3.1.3 If agreed, Verizon will enable the Serviced Device to collect Events from the devices that it services (i.e. the Subordinate Devices). This service is available only for Managed SEM, HIDS/ HIPS and Application SEM/SIEM devices. Verizon is not responsible to manage the transport of Events from these Subordinate Devices.

3.3.2 **Event Analysis.**

3.3.2.1 Verizon analyzes, 24x7, the Events collected and produced by the Serviced Device. The analysis starts when the Events reach the SMC. All Events are labeled with a sequence number to identify them and to track their status.

3.3.2.2 Verizon filters and evaluates the severity of Events according to the latest Service Context and SEAM policy using the following Event classifications:

Event Classification	Level	Conditions
Insufficient Info	L0	Verizon has not enough information to assess the Event. Verizon will ask the Customer for additional details.

Event Classification	Level	Conditions
Harmful Attack	L1	(I) the Event comes from a device on the inside of the Internet perimeter, and, (ii) the Event points to an attack (attempt) that may result in damage or unauthorized access to a device or application, and, (iii) the cause of the Event renders the Customer's infrastructure vulnerable or compromised.
Harmless Attack	L2	(I) the Event comes from a device on the inside of the Internet perimeter, and, (ii) the Event points to a known attack (attempt), and, (iii) the Customer's infrastructure is not considered vulnerable or compromised based on the current Service Context.
False Positive	L4	The Event is falsely triggered by a device on the inside of the Internet perimeter. Such a false positive is caused by: <ul style="list-style-type: none"> • Poor detection code or signatures that do not discriminate well between normal and malicious activity for this Incident. • Devices that show characteristics similar to those of malicious activities.
Forensics	L3	The Event comes from a device on the outside of the Internet perimeter. It is only collected for future forensic analysis.
Off-line Analysis	L5 L9	These levels are used during the first phase of a deployment, or after major changes in the network (such as adding or removing a server or Serviced Device, moving a Serviced Device, changing security policies and Rule Sets, installing major signature updates or major software upgrades, implementing an Urgent Change Request, or, replacing a Serviced Device). These Events will only be logged without real time analysis.

3.3.2.3 Only Events that are part of a Harmful, Harmless or Insufficient Information Incident are visible on the Security Dashboard. For all other Events the Security Dashboard shows statistics on Events, not the individual Events. These are the parameters for reporting on the Security Dashboard.

	Reporting
Communication Channel	Security Dashboard
Information Type	Event statistics
Reference Time	SMC Time Stamp
Response Time	Refresh Rate
Contact Person	Authorized Users

3.3.3 Incident Creation and Correlation.

- 3.3.3.1 Verizon will correlate and aggregate related Events into Incidents.
- Events may appear harmless when they are seen in isolation. However, when they are combined with information from other Events or from information in the Service Context, a more harmful pattern may appear. Examples of Incidents that may be detected are port scanning, spoofing attempts, Exploits of configuration Vulnerabilities, penetration tests, multi-component, and blended worms.
 - Events will be compared with the Service Context and the output from vulnerability scanning tools.

- Verizon may reclassify Events that were not classified as harmful, and include these in Incidents.

3.3.3.2 The ability to correlate and aggregate depends on the level of provided information on the systems that are monitored by the Serviced Device.

3.3.3.3 Verizon classifies Incidents into one of the following 4 categories:

Incident Classification	Conditions
Insufficient Info	One or more of the associated Events were classified as <u>Insufficient Info</u>
Harmful Attack	(i) One or more associated Events come from a device on the inside of the Internet perimeter, and, (ii) The Incident is identified as an attack (attempt) that may result in damage or unauthorized access to a device or application, or as an e-mail attachment suspected to be infected by a virus, and, (iii) the cause of the <u>Incident</u> renders the Customer's infrastructure vulnerable or compromised.
Harmless Attack	(i) One or more associated Events come from a device on the inside of the Internet perimeter, and, (ii) The Incident is identified as a known attack (attempt) or reconnaissance effort, and, (iii) the Customer's infrastructure is not considered vulnerable or compromised based on the <u>Service Context</u> .
False Positive	The Incident is falsely triggered.

3.3.3.4 Individual Incidents, statistics on Incidents, and statistics on Events associated with Incidents are reported on the Security Dashboard. In addition, Incidents can be retrieved using a query panel on the Security Dashboard.

	Reporting
Communication Channel	Security Dashboard
Information Type	Incident
Reference Time	SMC Time Stamp
Response Time	Refresh Rate
Contact Person	Authorized Users

3.3.4 State and Event Analysis Machine (SEAM) Policy Updates.

3.3.4.1 Verizon publishes the SEAM policy on the Security Dashboard. It is defined in the SEAM Event Classification Policy Language ("ECPL").

3.3.4.2 The SEAM policy is managed solely by Verizon.

3.3.4.3 Verizon may change the SEAM policy:

- (1) After an Insufficient Info Incident has been reclassified.
- (2) If Verizon sees, or is notified of, a massive attack or a virus/worm outbreak with the risk of flooding, as that term is understood in the security industry.
- (3) If Verizon notes flooding. Flooding may occur as a result of wiring changes, new subnets, or new applications with new protocols within Customer's infrastructure.
- (4) If Verizon determines that changes to the Service Context may influence a Rule Set. Such changes may include (without limitation)

adding, removing, or moving servers, adding new applications or web servers, or changing Rule Sets in nearby devices.

3.3.4.4 Verizon will inform Customer within 4 hours of any change to the SEAM policy

3.4 **Security Incident Handling.** This section deals with real-time escalation and active handling of Threats (Incident Response).

3.4.1 **Incident Handling.**

3.4.1.1 An Incident created during the Threat Analysis starts with status Open.

3.4.1.2 Verizon will change the status of the Incident during the handling of the Incident. Status changes will be communicated by Secure E-mail and displayed on the Security Dashboard. Each time a status is changed, a SMC Time Stamp is added. These are the possible statuses of an Incident:

Incident status	Conditions
Open	The Incident has been created by the SEAM engine or by Verizon. Verizon will further examine it.
Active	Verizon has started examining the Incident; the investigation is not yet finished.
Escalated	The Incident has been escalated because: It concerns a real Threat (a Harmful Attack Incident), or, Verizon needs extra information to classify it (an Insufficient Info Incident).
Closed	The Incident has been fully processed by Verizon. It does not require any further action; actions to mitigate, contain, or resolve the risks have been started.

3.4.1.3 Subsequent to the initial escalation of an Incident to the Customer, the Incident and/or its severity level may be changed by Verizon based on such additional information as may become available or as the Customer may provide during the handling process.

3.4.2 **Incident Escalation.**

3.4.2.1 Verizon escalates Insufficient Info or Harmful Attack Incidents. Verizon does not escalate Harmless Attack or False Positive Incidents.

3.4.2.2 For Insufficient Info or Harmful Attack Incidents, Verizon examines (if it has enough information):

- The target of the Incident, and its characteristics
- If available, the packet dump of the Event
- If such an attack could be successful on the target and what the impact would be
- The best way to mitigate the attack

3.4.2.3 For Insufficient Info or Harmful Attack Incidents: when an Incident is created at the SMC, Verizon sends an Incident report to the Customer within the time defined in the Service Level Agreement section. An Incident Report contains:

- The identity of the affected Serviced Device and its location
- The timestamp in UTC of the Incident
- Source information, when the Incident does not represent a range of sources

- Destination information, when the Incident does not represent a range of destinations
- Threat Signature information; if applicable: Threat Signature ID, name and description
- Packet dump, if obtainable from the Serviced Device using the existing infrastructure

3.4.2.4 Contacts and escalations follow the Service Context with the following parameters:

	Interaction		Reporting
Communication Channel	Secure-Email	Secure-Email and Phone	Security Dashboard
Information Type	Incident Report (Insufficient Info)	Incident Report (Harmful Attack)	Statistics
Reference Time	SMC Time Stamp	SMC Time Stamp	SMC Time Stamp
Response Time	NTE 30 minutes	NTE 15 minutes	Refresh Rate
Contact Person	1° Primary incident contact 2° Secondary incident contact	Primary incident contact + Secondary incident contact	Authorized Users

3.4.3 Insufficient Info Incident.

- 3.4.3.1 Following its creation of the Incident, Verizon will escalate an Insufficient Info Incident to the Customer in the time defined in the Service Level Agreement section. At the same time, it changes the status to escalated.
- 3.4.3.2 Verizon does not escalate an Incident as Insufficient Info if it sees that a previously escalated Incident had the same cause. Verizon will reclassify such Incidents in line with the first Incident.
- 3.4.3.3 The quality of Verizon’s classification and the number of Incidents escalated as an Insufficient Info Incident depends on the quality and completeness of the information that Verizon receives on the known network environment of the Serviced Device.
- 3.4.3.4 The Customer is responsible for closing the escalated Incident and providing Verizon with the information required for Verizon to take action (if needed) and change the status to Closed. Such actions are, for example, update the inventory of infrastructure or change the SEAM policy or the Rule Set of the device.
- 3.4.3.5 If the Customer does not provide the missing information in 48 hours, Verizon may send a reminder or may anytime thereafter change the status of the Incident to Closed.

3.4.4 Harmful Attack Incident.

- 3.4.4.1 Following its creation of the Incident, Verizon will escalate a Harmful Attack Incident to the Customer in the time defined in the Service Level Agreement section. At the same time, it changes the status to Escalated. If the Incident is not a reclassification of an Insufficient Info Incident, Verizon will try to trace the identity of the attacking IP addresses and User IDs obtained from the

Events for which Verizon is authorized to collect and analyze. Verizon will also ask Customer to verify the integrity of the (application) servers

3.4.4.2 To block the attack, Verizon may:

- Implement an Emergency Rule Set Change, if Verizon manages the device that can block the attack.
- Advise the Customer to implement a Rule Set change, if Verizon does not manage the device that can block the attack.
- In the latter case, the Customer is responsible for bringing the escalated issue to closure and for repairing the integrity of the affected applications and infrastructure. The Customer must inform Verizon of any actions taken, so that Verizon can update its inventory of the infrastructure and the SEAM policy, and so that it can set the Incident status to Closed.

3.5 Device Availability & Health Management.

3.5.1 Device Troubleshooting.

3.5.1.1 Verizon will try to discover the cause of an unavailability or health problem of a Serviced Device through remote problem diagnosis and upon discovery initiate device troubleshooting to remedy the problem remotely.

3.5.1.2 Verizon is not responsible for problem diagnosis of the devices serviced by the Serviced Device (i.e. the Subordinate Devices).

3.5.2 Hardware Maintenance.

3.5.2.1 The following services are included if Verizon manages the maintenance and support agreements of the Serviced Devices on the Customer's behalf or if the Customer has provided Verizon with all the associated maintenance and support credentials of the Serviced Devices such that Verizon can invoke the maintenance and support agreement. The Customer will be informed when these actions take place:

- If Verizon thinks the problem is inherent to the Serviced Device, Verizon will escalate it to the manufacturer or vendor;
- If Verizon detects a hardware failure, it will escalate the problem to the vendor or the manufacturer of the Serviced Device and will coordinate the on-site servicing of the hardware by the relevant third party maintenance service provider.

3.5.2.2 If Verizon does not manage the maintenance and support contract of the Serviced Device or has not been provided with the necessary maintenance and support credentials to invoke the maintenance and support agreement, the Customer itself must escalate to the relevant hardware maintenance service provider and co-ordinate the servicing of the hardware.

3.5.2.3 An escalation to the manufacturer or vendor, followed by a hardware replacement or maintenance, will follow the terms and conditions, and the service level of the equipment manufacturer/vendor and its Return Material Authorization ("RMA") policies.

3.5.2.4 Any upgrade or replacement of the hardware, due to failures, new demands, or performance problems, must be jointly coordinated between Verizon and

Customer. The Customer must not return a Serviced Device, or parts of it, to the manufacturer or vendor without Verizon's agreement.

3.5.3 Device Restoration.

- 3.5.3.1 For a Serviced Device where the security application is deployed on a server platform, the Customer is responsible for ensuring the correct operating system version and patch level is installed on the restored Serviced Device. The Customer is also responsible to restore the network connection between the Serviced Device and the SMC. If a Serviced Device is replaced, this also includes installing the replacement Serviced Device and configuring an external IP address on such replacement device.
- 3.5.3.2 For Serviced Devices that are deployed as appliances, Customer does not need to perform any device restoration activities other than installing the new appliance in the network and restoring the network connection between the appliance and the SMC.
- 3.5.3.3 Verizon is responsible for restoring the configuration files and Rule Set of the Serviced Device from its own back-up copies as specified in the Device Maintenance section.
- 3.5.3.4 Verizon will work with the Customer to test the Serviced Device and its connection to the SMC.
- 3.5.3.5 Verizon is not responsible for restoring the communication between the Serviced Device and the devices serviced by that Serviced Device (i.e. the Subordinate Devices).

3.6 Device Maintenance (Management).

3.6.1 Software Maintenance.

- 3.6.1.1 Verizon monitors the release of new Security Upgrades for the Serviced Devices. The availability of Security Upgrades is dependent on the release schedule of the manufacturer of the Serviced Device.
- 3.6.1.2 New Security Upgrades are checked for their effect and impact, following which Verizon will plan to install the Security Upgrade during the Maintenance Window agreed upon for such installation.
- 3.6.1.3 Irrespective of the number of Serviced Devices under MSS the maximum number of Maintenance Windows the Customer can define is two (2) per week. The day and time of each Maintenance Window will be specified in the Service Context. Each Maintenance Window must be at least four (4) consecutive hours.
- 3.6.1.4 If, according to Verizon, the Threat is critical, the Customer will receive a notification on the ready for deployment status of the Security Upgrade within 36 hours.

	Interaction
Communication Channel	Secure E-mail
Information Type	Ready for deployment notification
Reference Time	SMC Time Stamp
Response Time	NTE 36 hours

Contact Person	Primary incident contact + Secondary incident contact
----------------	---

3.6.1.5 If Verizon does not manage the maintenance contract of the Serviced Device, the Customer should as soon as possible provide Verizon with any Security Upgrades that the Customer receives pursuant to its maintenance contract. Verizon can not install the Security Upgrades if it does not receive the Security Upgrades.

3.6.1.6 Verizon will install the Security Upgrades remotely save where, due to the physical location of the Serviced Device or in cases of operating system and/or firmware upgrades, such remote installation is not possible or practicable. On-site installation of Security Upgrades can be planned and carried out by Verizon if so agreed under a separate work order and will be charged for at the Applicable Rates or the mutually agreed upon number of Service Tickets.

3.6.1.7 Verizon reports on the installation of Security Upgrades by e-mail:

	Reporting
Communication Channel	Secure E-mail
Information Type	Confirmation of the installation
Reference Time	SMC Time Stamp
Response Time	After the installation
Contact Person	Primary incident contact + Secondary incident contact

3.6.1.8 Verizon is not responsible for maintaining devices serviced by the Serviced Device (i.e. the Subordinate Devices).

3.6.1.9 Upgrades or replacements which are not directly related to the security of the Serviced Device, such as end-of-life replacements of a Serviced Device, may be planned and carried out by Verizon if so agreed under a separate statement of work and will be charged for at the Applicable Rates or the mutually agreed upon number of Service Tickets. It is the Customer's responsibility to replace Unsupported Devices.

3.6.1.10 Verizon will inform the Customer if the manufacturer announces the end-of-life of a Serviced Device. The end-of-life date is the date communicated by the relevant manufacturer on which the manufacturer will cease supporting the device.

3.6.1.11 No Device Maintenance will be provided by Verizon for Unsupported Devices.

3.6.2 Device Back-Up.

3.6.2.1 Verizon will use an automated process to perform a daily back-up the configuration files and the Rule Set of the Serviced Devices. The back-up tools may vary depending on the device type and manufacturer. These back-ups are securely stored in the SMC and are used to return to a previous version if updates do not have the desired result.

3.6.2.2 Verizon will keep a copy of the applications and all installed upgrades for Serviced Devices. These copies will be needed to reinstall the Serviced Device if full back-ups are corrupted or not available.

3.6.2.3 Where the security application is deployed on a server platform, the Customer is responsible to keep a copy of the operating system and latest

patches for each Serviced Device. When these back-ups are not available from the Customer, restoration of the Serviced Device will take more time as before Verizon can begin the restoration process the Customer will first need to install the operating system, including the correct service pack and patch level.

- 3.6.2.4 The Customer is responsible for regularly making a full back-up of the devices serviced by the Serviced Device (i.e. the Subordinate Devices) where possible.

3.7 Device Security Management.

3.7.1 Configuration Management.

- 3.7.1.1 Verizon will provide recommendations to the Customer for maintaining the configuration of a Serviced Device in line with new Threats and changes in the environment. Verizon will pro-actively provide such recommendations via Secure E-mail to the authorized Customer contacts defined in the Service Context. The frequency is dependent on the vendor or manufacturer of the Serviced Device and/or sources of security intelligence that Verizon uses in delivering the service to the Customer.
- 3.7.1.2 If the Customer wants to change the configuration of a Serviced Device, the Customer must make a request using the Change Request procedures detailed in Change Management Process section.
- 3.7.1.3 Verizon will implement configuration changes during a Maintenance Window agreed upon with the Customer.
- 3.7.1.4 Verizon is not responsible for the configuration management of the devices serviced by the Serviced Device (i.e. the Subordinate Devices) unless the configuration of the Subordinate Devices can only be done using the Serviced Device.

3.7.2 Rule Set Management.

- 3.7.2.1 Verizon will implement the initial device Rule Set that the Customer has developed, and Verizon has reviewed, during the Service Commencement Procedure. New policy design, migration of policies, and/or detailed policy reviews will be subject to a separate work order and will be charged for at the Applicable Rates or at the mutually agreed number of Service Tickets.
- 3.7.2.2 The Customer may request changes to the Rule Set of a Service Device. Verizon will evaluate, prepare and implement changes to the Rule Set of a Serviced Device as described in the Change Management Process section.
- 3.7.2.3 The Customer can obtain a copy of the Rule Set at any time via the Security Dashboard or issuing a Request for Information request on the Security Dashboard.

3.7.3 Change Management Process.

- 3.7.3.1 A Change Request on behalf of the Customer must be submitted by a Customer staff member that is registered in the Service Context.
- 3.7.3.2 Change Requests must be submitted in the Security Dashboard.

- 3.7.3.3 Verizon assigns a unique Change Request number to each Change Request properly submitted. The Customer must use this number in all communication on this Change Request.
- 3.7.3.4 Each Change Request implemented will consume a number of Service Tickets, depending on its category, as specified in this section
- 3.7.3.5 Before implementing a Change Request, Verizon may ask the Customer for extra confirmation and authorization. Verizon will send a confirmation request to the person who has submitted the Change Request, and to such other Customer contacts as specified in the Service Context.
- 3.7.3.6 A Change Request has a status in each point of its lifecycle. When the status changes, a time stamp in UTC is attached. The Customer will be informed by Secure E-mail of changes to the status. These are the statuses:

Status	Conditions
Open/Reopened	The Change Request has been received by Verizon
Accepted for review	The Change Request conforms to the criteria and is waiting for a second-level review
Accepted	The Change Request has been accepted for implementation by Verizon
Escalated	The Change Request has been escalated by Verizon to the Customer because it is not clear or because it may have unexpected security or availability implications
Discarded	The Change Request has been rejected by Verizon
Implemented	The Change Request has been implemented by Verizon and is waiting for the Customer's validation feedback which is expected to be provided within 2 Business Days after implementation.
Closed	The Change Request is closed after Customer's validation or after 2 Business Days (whichever comes first).

- 3.7.3.7 The Customer can track the progress of the Change Requests through the Security Dashboard.
- 3.7.3.8 Apart from the regular reconfigurations, a major configuration change may be needed. Such a change can be implemented subject to a separate work order and will be charged for at Applicable Rates or at the mutually agreed number of Service Tickets.

A change request is major when it involves any of the following:

- More than 10 changes to a Rule Set simultaneously
- Changes to the IP addresses of a Serviced Device
- A redesign of the infrastructure
- Introducing a device or application in the infrastructure
- Activating a previously unused function on a Serviced Device
- Moving a Serviced Device to a new location
- Hardware refresh of an existing Serviced Device to a different model of the same vendor or an upgrade of the existing software version, other than Security Upgrades as provided under Software Maintenance
- Replacement of Unsupported Devices with Verizon supported Serviced Devices
- Changes estimated to require more time than available in a Maintenance Window

- 3.7.3.9 Verizon will initiate the propagation of Rule Set updates to the devices serviced by the Serviced Device (i.e. the Subordinate Devices). Verizon is however not responsible for the actual propagation of the Rule Set updates to those Subordinate Devices. Verizon will inform the Customer via Secure E-mail should the propagation of the Rule Set Updates not reach the Subordinate Devices
- 3.7.3.10 Verizon will maintain a maximum of five (5) users or user groups for authenticating towards the Serviced Device. The Customer should provide an external authentication server if the number of users or user groups exceeds five (5). Monitoring and managing such external authentication server is outside the scope of Managed Security Services.
- 3.7.3.11 Verizon may reject Change Requests not properly submitted on the Security Dashboard (e.g. in case the Change Request has not been submitted on the Security Dashboard or in case the Change Request information submitted is ambiguous or otherwise insufficiently clear to determine the nature of the requested change). Verizon will notify the Customer, as defined in the Service Context, about this rejection via Secure E-mail.

3.7.4 Regular Change Request.

- 3.7.4.1 A Regular Change Request is a planned change to the topology of Customer’s infrastructure or security policy that meets the conditions listed below:
 - It meets all criteria for Urgent or Fast-track Change Requests; and
 - It concerns a change to the application software; or
 - It concerns changes to operating system settings, except for changes to IP addresses.
- 3.7.4.2 Verizon will review, accept and implement a Regular Change Request (“RCR”) according to the times defined below:

Regular Change Request	Timeframe
Accepted	NTE 24 hours
Implementation	Maintenance Window
Cost	2 Service Tickets

- 3.7.4.3 Verizon will implement accepted Regular Change Requests in the next Maintenance Window as specified in the Service Context provided that the minimum time between submitting a Regular Change Request and its implementation is 48 hours.

3.7.5 Fast-Track Change Request.

- 3.7.5.1 A Fast-Track Change Request is a planned or unplanned change that meets the conditions specified below:
 - It concerns changes to existing rules or the creation of new rules and/or objects in the Rule Set of a Serviced Device and, maximum three (3) Serviced Devices are involved; or
 - It concerns creating new hosts in the policy; the host is part of a subnet that is already accessible and configured on the Serviced Device; or
 - It concerns allowing or disallowing traffic between existing hosts.

3.7.5.2 Verizon will review, accept and implement a Fast-Track Change Request (“FCR”) according to the times defined below:

Fast-Tack Change Request	Timeframe
Accepted	NTE 4 hours
Implementation	NTE 36 hours after acceptance
Cost	6 Service Tickets

3.7.6 Urgent Change Request.

3.7.6.1 An Urgent Change Request is an unplanned change that meets the conditions specified below:

- It concerns changes to existing rules or the creation of new rules and/or objects in the Rule Set of one (1) Serviced Device; or
- It clearly specifies the required configuration setting and its new value.

3.7.6.2 Verizon will review, accept and implement an Urgent Change Request (“UCR”) according to the times defined below:

Urgent Change Request	Timeframe
Accepted	NTE 2 hours
Implementation	NTE 4 hours after acceptance
Cost	8 Service Tickets

3.7.6.3 During the review and implementation of an Urgent Change Request, the Customer will:

- Ensure that the data supplied to Verizon are detailed enough to allow Verizon to review the request on time.
- Ensure that an authorized person is available by telephone to further clarify the Urgent Change Request.
- Confirm the decisions taken during phone calls with Secure E-mail

3.7.6.4 A UCR implies that Verizon has less time to review and mitigate potential availability or security risks associated with the change request and therefore its implementation carries a higher degree of risk. By submitting such a request, the Customer accepts all risk associated with the UCR.

3.7.7 Verizon Initiated Emergency Change Request.

3.7.7.1 Verizon may implement Emergency Change Requests, such as changing the device Rule Set or disabling Threat Signatures under the following circumstances:

- (1) Verizon witnesses or is notified of a massive attack or of a virus/worm outbreak with the risk of flooding; or
- (2) Verizon notes flooding that may be caused by changes in the topology of Customer’s infrastructure (e.g., rewiring, adding new subnets, new applications with new protocols); or
- (3) Changes to the Service Context submitted to Verizon are believed to influence a Rule Set. Such changes may include adding, removing, or moving servers, adding new applications or web servers, and changes to Rule Sets in adjacent devices.

- 3.7.7.2 Verizon is authorized to make changes to the device Rule Set and to disable Threat Signatures in emergencies, and according to the procedures for Urgent Change Requests.

3.8 Service and Security Incident Reporting.

3.8.1 Security Dashboard.

- 3.8.1.1 The Customer has access to the Security Dashboard 24x7.
- 3.8.1.2 The information on the Security Dashboard is updated regularly. Each type of information has its specific Refresh Rate.
- 3.8.1.3 The Security Dashboard reports security information on devices and agents, individually and aggregated. The Customer can consult the following items if applicable:
- Reporting on the availability of the Served Devices, including comments on downtimes during the last 24 hours.
 - A list of Incidents classified per location, device, status, and level
 - A list of information for each Incident, including associated Events and the signatures that triggered the Events.
 - A query builder for searching Events and Incidents
 - An overview of connections for the past day, week, or month
 - Most frequent sources, destinations, and ports with blocked packets.
 - Port scans and spoofing attempts
 - To schedule vulnerability scans and view associated reports
 - A list of planned Security Upgrades
 - The status of Change Requests
 - Security Intelligence
- 3.8.1.4 Each authorized user requires one unique Verizon Customer Certificate.
- 3.8.1.5 MSS includes an unlimited number of vulnerability scanning credits.
- 3.8.1.6 MSS includes up to 5 Verizon Customer Certificates irrespective of the number of Served Devices unless otherwise agreed in writing. The set up of an additional authorized user, and its associated Verizon Customer Certificate, consumes 2 Service Tickets.

3.8.2 Client Service Manager.

- 3.8.2.1 The Customer will be assigned a Client Service Manager (“CSM”). The CSM is a shared resource assigned to multiple MSS customer accounts.
- 3.8.2.2 The Client Service Manager will host quarterly service review meetings to discuss one or more of the following items:
- Last three (3) Monthly Management Reports and customer security trends as demonstrated by these reports
 - Major incidents requiring further discussion
 - Planned customer activities for the next quarter
 - Planned release and service features
 - Service Level Agreement performance

3.8.2.3 The Client Service Manager serves as the Customer escalation point for:

- Issues with regards to the amount of Service Tickets allocated to a service request
- Questions about the extent of the services delivered within this agreement
- Quality of Service / Service Level Agreement enquiries

3.8.3 **Management Report.**

3.8.3.1 Verizon will generate a monthly Management Report and make it available on the Security Dashboard.

3.8.3.2 The Management Report shows:

- A status of the open Change Requests and Security Upgrades
- A summary of all Incidents of the past period
- A closure report of all Harmful Attack and Insufficient Info Incidents, and management-level interpretation of the Incidents
- Most frequent sources, destinations, and ports of blocked packets
- An overview of all planned and implemented Change Requests, Rule Set updates, and Security Upgrades of the past period
- Requests For Information from Verizon concerning Customer's network or to clarify irregularities in the Threat analysis of the past period

3.8.3.3 The Management Report covers all Customer sites and Serviced Devices receiving MSS.

3.8.4 **Other Incident Tickets.**

3.8.4.1 'Other Incident' Tickets on the Serviced Devices or MSS Services can be logged with Verizon on a 24x7 basis. These are tickets that Verizon or the Customer can create for service related Incidents.

3.8.4.2 Verizon can be reached through the Security Dashboard, or via Secure E-mail or telephone.

3.8.4.3 Verizon will only give support to the named staff that the Customer has registered in the Service Context.

3.8.4.4 In case the Serviced Device is not managed by Verizon, Verizon needs correct and detailed information to help solve a problem encountered with the Serviced Device:

- The name of the caller, telephone number, e-mail address, and company name
- A detailed description of the problem, including steps to reproduce it
- Error codes, messages, log files, output of diagnostic tools
- Changes made to the configuration/policy/rules before Customer has detected the problem
- The impact on the business
- The availability of back-ups and roll-back procedures
- In case Verizon manages the Serviced Device, the following information is required:

- The name of the caller, telephone number, e-mail address, and company name
- A detailed description of the problem, including steps to reproduce it
- Error codes and messages
- The impact on the business

3.8.4.5 Verizon will assign a unique ticket number and a Severity Level to every support request that it accepts. The Severity Level is based on Customer's information and on the impact of the problem on the Customer's network environment.

Problem Severity	Level	Conditions
Severity 1	S1	An error causes the Serviced Device or MSS to fail. Normal day-to-day business is not possible (e.g. system failure, an inaccessible or inoperable production system).
Severity 2	S2	An error significantly affects the functions of the Serviced Device or MSS and prevents normal day-to-day business; or an error occurs in a high-risk environment (e.g., an error in one line of a high-availability setup).
Severity 3	S3	An isolated error impacts the functions of the Serviced Device; there is no important impact on the day-to-day business. Or an error occurs that significantly affects the Serviced Device or MSS, but a Work-around exists.
Severity 4	S4	A benign error occurs, or an improvement is asked. There are no problems with the Serviced Device or MSS, and there is no immediate impact on the production environment.

3.8.4.6 For Severity 1 and 2 problems, the Customer and Verizon will both assign a dedicated contact person as defined in the Service Context.

3.8.4.7 A severity 3 or 4 software problem may be resolved in the next revision or upgrade of that software.

3.8.4.8 Verizon will report on the status of a problem with status reports.

3.8.4.9 When Verizon starts working on the problem, it will send the Customer an initial status report. The initial status report will include:

- The call ID and Severity Level, used in all further calls and e-mails on this problem
- A description of the problem
- The status of the investigations

3.8.4.10 The Customer may ask for extra status reports by e-mail. Verizon will respond as soon as possible, by return e-mail.

3.8.4.11 Verizon will only interface with the Customer contacts identified in the Service Context, and not the Customer's end users or Customer's partners..

3.8.4.12 Verizon has the right to refuse requests that:

- Are made by an end user or partner of Customer
- Concern installing new devices or software, stripping and hardening, and applying patches or upgrades
- Would involve giving implicit training

- Would involve giving implicit consultancy
- Would involve a redesign of the Customer's infrastructure (or a part thereof)

3.8.4.13 When Verizon believes that it has resolved the problem or given the Customer all information to resolve the problem, it will close the call ID 5 Business Days after it has sent the information and will also notify the Customer of the closure of the 'Other Incident'.

3.8.4.14 Verizon will inform the Customer when a problem is resolved, or when its Severity is lowered to a level that does not require further immediate action.

3.8.4.15 If the Customer does not answer a request for information, or a request to perform tasks or to provide Verizon with output:

- After one Business Day, a Severity 1 or 2 problem will be lowered one level
- After 5 Business Days, Verizon may close the Call ID

3.8.4.16 Verizon will carry out root cause analysis of the problem and communicate the results to the Customer. If the source of the problem lies within the Customer's responsibility (for example, Customer networking issues or devices not under Verizon's management) each 'Other Incident' Ticket will consume four (4) Service Tickets

3.8.5 Request For Information.

3.8.5.1 Verizon allows Customer to submit Request For Information ("RFI") inquiries on the Serviced Devices or MSS Services 24x7.

3.8.5.2 Requests for Information can be raised through the Security Dashboard and will receive a unique Call ID from Verizon. This Call ID must be used in all further communications on this RFI.

3.8.5.3 Each question will consume one Service Ticket. If the RFI is related to an existing escalated Security, Health or 'Other' Incident, no Service Tickets will be charged to the Customer. Service Tickets will be charged only once an RFO is sent for the relevant Service Device.

3.8.5.4 Any question on information not directly available through the Security Dashboard or which requires a more detailed analysis compared to what is available on the incident reports, will not be considered as a regular RFI. Examples of such requests are requests to retrieve raw data for forensics and additional one-time reports. Verizon may subject handling such requests to a separate work order and will be charged for at the Applicable Rates or at the mutually agreed number of Service Tickets.

3.8.6 Data Availability and Retention.

3.8.6.1 Incidents are stored in a Verizon proprietary format in the SMC database and are kept for one (1) year, unless otherwise agreed in writing. Archived incidents that are requested by the Customer will be made available in Comma Separated Value (CSV) format or other, mutually agreed format.

3.8.6.2 Data on raw events will be kept for (1) year. The data on raw events in relation to the last period of (1) year for a Serviced Device can be made

available upon request up to one (1) month after service has ended on that Serviced Device. At the end of the retention period, logs and Customer sensitive data will be disposed of according to the relevant Verizon Asset Classification and Handling Policy.

3.8.6.3 Data can be retrieved via a RFI ticket through the Security Dashboard and will be provided either as a downloadable file on the Security Dashboard or via an appropriate storage medium. The number of Service Tickets charged and the response time is dependent on the amount of data to be retrieved and the complexity of the request.

3.8.6.4 The amount of data Verizon receives for a Serviced Device in any month must not exceed ten (10) Gigabytes. Verizon will charge Service Tickets to the Customer separately for any amount of data received for a Serviced Device during a month exceeding ten (10) Gigabytes as indicated in the following table:

Additional Data Received (each Serviced Device)	Service Tickets Charged
10 Gigabyte	6 Service Tickets

3.9 Management Stations.

3.9.1 A Management Station may be required to capture the logs or alerts from specific Serviced Devices and to manage the Serviced Devices.

3.9.2 In some cases and apart from HIDS, for certain types and categories of Serviced Devices, Verizon may provision the Customer on Verizon-owned management stations, hosted in Verizon’s SMC at no additional cost to the Customer. In all other situations, the Customer is responsible to provide the necessary management licenses and/or related software/hardware to enable Verizon to provide MSS on the Serviced Device.

3.9.3 The required management station design and architecture will be determined by Verizon in consultation with the Customer prior to activation of MSS.

3.9.4 For Monitoring and Management only, Verizon monitors the availability and health of the management stations

3.10 Unsupported Devices.

3.10.1 If so agreed under this Agreement, Verizon will manage and/or monitor Unsupported Devices. This service covers the temporary management of Customer devices until they are replaced by Verizon supported Serviced Devices. The following restrictions apply:

- The Unsupported Device will be taken over for monitoring and/or management “as is”;
- Only Availability Monitoring is offered for Monitoring Customers
- For Monitoring and Management Customers, in addition to Availability Monitoring, Troubleshooting, Configuration Management and Rule Set Management services will be provided to the extent so agreed in this Agreement;
- The SLAs do not apply
- Replacement of the Unsupported Devices will be treated as a major Change Request under the Change Management Process described in this SOW and will

be charged for at the Applicable Rates or at the mutually agreed number of Service Tickets

3.11 Installation, Configuration, Design and Review Services.

3.11.1 MSS does not include:

- Onsite Installation
- Configuration and Policy reviews,
- Architectural or policy design

3.11.2 These additional services can be carried out by Verizon if so agreed under a separate Professional Security Services statement of work and will be charged for at the Applicable Rates.

3.11.3 MSS may include Serviced Device configuration if so agreed under a separate Staging and Configuration Schedule and statement of work and will be charged for at the Applicable Rates.

3.12 Premium Plus Service Options.

The following sections in 3.12 list the various options that are subject to an additional MCR, and in some cases an NRC.

Premium Plus Service Option	Monitoring only service	Monitoring and Management service
Remote Office	√	√
Service Availability SLA		√
Executive Reporting	√	√
Security Policy Program	√	√
Security Policy Program Reporting and Review	√	√

3.12.1 Remote Office.

3.12.1.1 The Remote Office option may be ordered for a Serviced Device (a “Remote Office Device”) if all of the following conditions hold:

- The Serviced Device is the only device at the relevant physical location; and
- The Serviced Device protects only the network assets at the relevant physical location; and
- There are no more than three (3) distinct Rule sets across all Serviced Devices receiving service as Remote Office Devices.

3.12.1.2 The MSS Services that can be rendered for a Remote Office Device are limited to:

- For Monitoring customers - Availability Monitoring, Threat Analysis and Service and Security Incident Reporting
- For Monitoring and Management customers - Availability Monitoring, Threat Analysis and Service and Security Incident Reporting, Device Troubleshooting, Hardware Maintenance, Device Restoration, Device Maintenance and Device Security Management with the following additional limitation:

- A Change Request to a distinct Remote Office Rule set will be implemented on all Serviced Devices with that Rule set and will be treated as a major Change Request under the Change Management Process described in this SOW

3.12.1.3 The Service Level Agreement does not apply with respect to Remote Office devices.

3.12.2 Device Service Availability SLA.

3.12.2.1 A Device Service Availability SLA may be ordered for Serviced Devices if all of the following conditions hold:

- The Serviced Device* is located inline with the Customer network traffic and all traffic ceases flowing through the Serviced Device while the Serviced Device is unavailable (“Serviced Device Service Outage”)
- The Serviced Device is installed in an i) Active-Passive (i.e., high availability) configuration meaning that a secondary device will automatically takeover the critical device functions in case of failure of the primary device or ii) Active-Active configuration meaning that either device may automatically take over the critical device functions and network load of the other device in case of a single device failure.
- The Serviced Device is equipped with a Verizon accessible serial console interface allowing device-level access.

* Note that the term “Serviced Device” refers to both devices in an Active/Passive (aka High Availability) configuration. For devices in an Active/Active configuration, the term “Serviced Device” refers to both of the two Serviced Devices in that configuration.

3.12.2.2 In respect of Serviced Device Service Availability the terms in the Service Level Agreement section apply where the Target Level indicates the amount of time per month the Serviced Device should be available. Device Service Availability is calculated as:

$$\left(\frac{1 - \text{Total minutes of Serviced Device Service Outage per month}}{\text{Days in month} \times 24 \text{ hours} \times 60 \text{ minutes}} \right) \times 100\%$$

3.12.2.3 The Target Level indicated in the tables below provides the minimum level that Verizon needs to achieve in any particular month for which the Customer has a right to receive the associated number of Service Credits if Verizon would fail to meet that level.

Availability	Target Level	Service Credit
Device Service Availability	> 99.8%	N/A
Device Service Availability	≥ 99.5% and ≤ 99.8%	2 Device Credit
Device Service Availability	< 99.5%	3 Device Credits

3.12.3 Executive Reporting.

3.12.3.1 Daily and/or weekly reports may be ordered that contain:

- Overview of escalated availability, health and security incidents over the last reporting period
- Overview of Service Request over the last reporting period

3.12.3.2 The reports will be made available on the Security Dashboard in addition to being sent to the Customer via Secure E-Mail.

3.12.4 **Security Policy Program.**

3.12.4.1 An additional Security Monitoring Custom Program may be ordered which includes the following:

- A custom created SEAM Policy based on the Customer's specific security monitoring requirements.
- The SEAM policy will be mutually agreed upon deployment and documented as part of the Service Context. Building the SEAM policy will require the Customer's participation.

3.12.5 **Security Policy Program Reporting and Review.**

3.12.5.1 A Security Policy Program Customer may order a bi-weekly or monthly Security Monitoring Report which will be published on the Security Dashboard

The report will contain:

- Detailed overviews of Security Incidents over the last reporting period and suggestions on how to threat these incidents going forward.
- Incidents that are pending further information from the Customer in order to adjust the SEAM policy
- Significant new threats and suggestions on how the risks of those threats could be mitigated by the SEAM policy

3.12.5.2 A Verizon Security Engineer will conduct a monthly review meeting with the Customer to improve the management of the Customer's SEAM policy

3.13 **Service Level Agreement.**

3.13.1 **Key Performance Indicators.**

3.13.1.1 This Service Level Agreement ("SLA") defines the target levels for which Customer has the right to receive credits ("Service Credits") in case Verizon fails to meet these target levels ("Target Levels"). In relation to a particular Serviced Device, the SLA will become effective when Verizon has issued the Ready For Operations notice.

3.13.1.2 The metrics that are considered are listed in the Service Credits section. Please refer to the relevant sections in this SOW for a more detailed description of the referenced services and service components.

3.13.2 **Service Credits.**

3.13.2.1 Subject to the conditions and exclusions set forth herein, Verizon will pay the applicable Service Credits. Service Credits will be calculated monthly. Service Credits can only be received as from the first full service month the SLA is effective.

3.13.2.2 One Device Credit equals the pro-rated charges for one day of the applicable monthly recurring charge payable for the affected Serviced Device.

3.13.2.3 The Target Level $\leq X/Y$ means that out of Y instances, Verizon is only allowed to exceed the targeted response or intervention time X during that month without Customer being eligible for a Service Credit.

Monitoring Response Time	Target Level	Service Credit
Availability Report / Health Report - delivery > 15 minutes	$\leq 1/10$	1 Device Credit
Incident Report (Insufficient Info Incident) - delivery > 30 minutes, ≤ 120 minutes	$\leq 5/100$	1 Device Credits
Incident Report (Insufficient Info Incident) - delivery > 120 minutes	0/month	2 Device Credits
Incident Report (Harmful Attack Incident) - delivery > 15 minutes, ≤ 60 minutes	$\leq 1/100$	1 Device Credit
Incident Report (Harmful Attack Incident) - delivery > 60 minutes	0/month	2 Device Credits

Management Response Time (after status change)	Target Level	Service Credit
Regular Change Request – Acceptance > 24 hours	$\leq 1/10$	1 Device Credit
Fast-track Change Request – Acceptance > 4 hours	$\leq 1/10$	1 Device Credit
Fast-track Change Request – Implementation > 36 hours after acceptance	0/10	1 Device Credit
Urgent Change Request – Acceptance > 2 hours	$\leq 1/10$	1 Device Credit
Urgent Change Request – Implementation > 4 hours, ≤ 8 hours after acceptance	0/10	1 Device Credit
Urgent Change Request – Implementation > 8 hours after acceptance	0/10	2 Device Credits

3.13.2.4 If a series of cases of unmet Target Levels arise out of the same event, Customer will only be entitled to a single Service Credit, namely the one that attracts the highest value.

3.13.2.5 Service Credits for any series of cases of unmet Target Levels will, in aggregate during any month, not exceed 50% of the monthly recurring charge payable for the affected Serviced Device during that month.

3.13.2.6 Verizon will not be liable for any failure to achieve the Target Levels and will not incur Service Credits to the extent that such failure is, directly or indirectly, due to:

- A failure by the Customer (or a Customer agent or contractor) to comply with the Customer's obligations as described in the SOW; and/or;
- the non-performance, defaults, error, omission or negligence of any third party not under Verizon's reasonable control (such as but not limited to failure of any of the Customer's third party providers of telecommunications services or problems with equipment Customer has provided) or any force majeure event; and/or;
- the performance of routine maintenance work on a Serviced Device or service equipment at the Customer's location or on any of the equipment used to provision MSS during the applicable Maintenance Window or emergency maintenance; and/or;

- tests performed or commissioned by or on behalf of the Customer

3.13.3 Service Credit Claim.

3.13.3.1 If in the Customer’s opinion a Target Level has not been met during a particular month Customer must notify Verizon within 30 Business Days following the end of that month to claim the Service Credit. If the Customer fails to notify Verizon, the Customer loses the right to receive any such Service Credit. Verizon will verify and confirm the amount of the credit, if any. The amount of credit, if any, calculated by Verizon and confirmed to the Customer shall be the final definitive assessment of any credit payable.

3.13.3.2 Unless explicitly agreed otherwise in this Agreement, (i) Service Credits will be set off against future charges; and (ii) Service Credits are the only remedy and compensation in respect of a failure to meet the Target Levels.

4. Pricing

4.1 Fee:

Below is a summary of the Services being purchased and the associated fees:

Device	Product Group	Description	Number of Devices	Unit MRC
Device 1	Premium	Firewall – Monitoring and Management High Availability , Realtime	1	\$1,000.00

4.2 Payment Terms

Payment is due net thirty (30) days from the date of an invoice. Verizon shall invoice the Customer on a monthly basis, for Services and associated expenses incurred during the month preceding.

If applicable, the Services provided herein may be subject to sales tax which will be billed separately on the invoice. If Customer is tax exempt, it will furnish tax exempt documentation and such documentation shall be entered into Customer’s billing profile.

5. Early Termination Charges: Customer must maintain the following minimum configuration (**Defined as All pricing elements and Quantities listed above**) to avoid termination liability charges (“Minimum Configuration”). If Customer terminates Service below the Minimum Configuration prior to the expiration of the Term, Customer will pay to Verizon termination charges as follows: (i) the difference between the then current MRC CTS Agreement rates in effect at the time of termination and the SOW MRC special pricing rates stated above for the terminated Service, multiplied by the number of months from the Effective Date to the date of termination; plus (ii) the difference between the then current NRC CTS Agreement rates in effect at the time of termination and the SOW NRC special pricing rates stated above for the terminated Service.

In addition, all remaining Service will revert to the standard rates for the Service set forth in the CTS Agreement until the expiration of that Agreement or until (i) the parties execute a new ICB Contract; or (ii) Customer terminates the Service as set forth in the CTS Agreement.

6. Term of SOW

The Service hereunder shall be completed no later than thirty-six (36) months from the SOW Effective Date or upon completion of the Services by Verizon, whichever occurs first.

Acceptance Deadline. Pricing and/or promotional benefits in this SOW may not be available if it is signed and delivered to Verizon after April 30th, 2015.

TOWN OF RIVERHEAD

Resolution # 261

PAYS BILLS

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

ABSTRACT #15-08 April 01, 2015 (TBM 04/07/15)			
			Grand
Fund Name	Fund #	Ckrun	Totals
GENERAL FUND	1	1,485,845.13	1,485,845.13
POLICE ATHLETIC LEAGUE	4	820.48	820.48
RECREATION PROGRAM FUND	6	10,865.14	10,865.14
HIGHWAY FUND	111	281,604.35	281,604.35
WATER DISTRICT	112	94,476.81	94,476.81
RIVERHEAD SEWER DISTRICT	114	103,203.30	103,203.30
REFUSE & GARBAGE COLLECTION DI	115	211,867.99	211,867.99
STREET LIGHTING DISTRICT	116	19,677.36	19,677.36
PUBLIC PARKING DISTRICT	117	3,179.90	3,179.90
AMBULANCE DISTRICT	120	32,323.84	32,323.84
EAST CREEK DOCKING FACILITY FU	122	2,759.27	2,759.27
CALVERTON SEWER DISTRICT	124	11,535.22	11,535.22
RIVERHEAD SCAVENGER WASTE DIST	128	48,222.38	48,222.38
WORKERS' COMPENSATION FUND	173	137,229.23	137,229.23
RISK RETENTION FUND	175	13,931.99	13,931.99
MAIN STREET REHAB PROGRAM	177	19,260.00	19,260.00
WATER DISTRICT CAPITAL PROJECT	412	4,236.25	4,236.25
RIVERHEAD SEWER CAPITAL PROJEC	414	372,630.16	372,630.16
CALVERTON SEWER CAPITAL PROJEC	424	5,614.64	5,614.64
TRUST & AGENCY	735	750,018.87	750,018.87
CALVERTON PARK - C.D.A.	914	2,699.79	2,699.79
TOTAL ALL FUNDS		3,612,002.10	3,612,002.10

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter ABSENT

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 262

**202-b FINAL ORDER AUTHORIZING INCREASE AND IMPROVEMENTS
TO FACILITIES OF RIVERHEAD WATER DISTRICT
WELLHEAD TREATMENT FOR PERCHLORATE REMOVAL – PLANT NO. 16**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, a recommendation has been made to the Town Board of the Town of Riverhead, Suffolk County, New York, as governing body of the Riverhead Water District, by H2M Group, consulting engineers to the Riverhead Water District, that there is a need to improve the facilities of the district through wellhead treatment for perchlorate removal at Plant No. 16, and

WHEREAS, H2M, consulting engineers to the Riverhead Water District, have prepared a map and plan, which plan is available for inspection at the office of the Riverhead Town Clerk, which details the improvements at a cost not to exceed \$740,116.00 including construction and engineering with said funds to be paid from existing District funds, and

WHEREAS, it has been determined that this is an “unlisted action” under the State Environmental Quality Review Act, the implementation of which, as proposed, will not result in any significant environmental effects, and

WHEREAS, in accordance with Section 202-b of the Town Law, a public hearing was held on April 7, 2015, and all persons wishing to be heard were heard.

NOW THEREFORE BE IT RESOLVED, upon the proceedings, plans and specifications, and the public hearing, the Town Board of the Town of Riverhead, as governing body of the Riverhead Water District hereby determines as follows:

RESOLVED, that the improvements to the Riverhead Water District as described in the preambles hereof will not have a significant impact upon the environment, and be it further

RESOLVED, that improvements as set forth above are in the best interest of the properties served by the Riverhead Water District, and be it further

RESOLVED, that the maximum amount to be expended for said improvements is \$740,116.00 including construction and engineering, with said funds to be paid from existing District funds, and be it further

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

On a motion by Councilman Dunleavy, seconded by Councilman Gabrielsen, resolution #262 was TAKEN OFF THE FLOOR, motion carried by unanimous vote. Immediately thereafter there was a motion to put to vote.

THE VOTE

Giglio Yes No

Gabrielsen Yes No

Wooten Yes No

Dunleavy Yes No

Walter ABSENT

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 263

AWARDS BID – WELLHEAD TREATMENT FOR PERCHLORATE REMOVAL –
PLANT NO. 16 – CONTRACT B – BUILDING & MECHANICAL PIPING
RIVERHEAD WATER DISTRICT

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, this Town Board did authorize the advertisement for bids for wellhead treatment for perchlorate removal at Plant No. 16 – Contract B – Building and Mechanical Piping for the Riverhead Water District, and

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

WHEREAS, H2M Group, consulting engineers to the Riverhead Water District, by attached letter dated March 31, 2015 did recommend that the bid be awarded to Bensin Contracting, Inc. of Holtsville, New York at the total bid price of \$413,100.00.

NOW, THEREFORE, BE IT RESOLVED, that the bid for wellhead treatment for perchlorate removal at Plant No. 16 – Contract B – Building and Mechanical Piping for the Riverhead Water District, be and is hereby awarded to Bensin Contracting, Inc. of Holtsville, New York in the bid amount of \$413,100.00, and be it further

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

RESOLVED, that pursuant to this bid award, the Town Supervisor be and is hereby authorized to execute a contract with Bensin Contracting, Inc., and be it further

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

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

On a motion by Councilman Dunleavy, seconded by Councilman Gabrielsen, resolution #263 was TAKEN OFF THE FLOOR, motion carried by unanimous vote. Immediately thereafter there was a motion to put to vote.

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No

Walter ABSENT

The Resolution Was Thereupon Duly Declared Adopted



water

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

March 31, 2015

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

**Re: Riverhead Water District
Wellhead Treatment for Perchlorate Removal – Plant No. 16
Contract B – Building & Mechanical Piping
H2M Project No.: RDWD 14-06**

Dear Supervisor Walter:

On Thursday, March 5, 2015, the Riverhead Water District received bids for Contract B – Building & Mechanical Piping associated with the above referenced project. Two bid were received, with the low bid being submitted by Bensin Contracting, Inc. of Holtsville, New York with a total bid price of \$413,100.00. A summary of the bids received is presented below:

Contractor	Bid Amount
Bensin Contracting, Inc.	\$413,100.00
Philip Ross Industries	\$479,040.00

Bensin Contracting, Inc. has successfully has successfully completed similar work for various water utilities over the past few years including the Riverhead Water District. Additionally after review of the bid submitted, we find that the bid prices submitted by them are fair and reasonable. It is our opinion that Bensin Contracting, Inc. is qualified and therefore the lowest responsible bidder. Based on this, we recommend that the Town/District award the contract to Bensin Contracting, Inc. for \$413,100.00.

It should be noted that consideration was given to eliminating the building phase of this contract and re-bidding the building at a later date. After review of the proposal submitted and in speaking with the contractor, we have concluded that the savings realized in re-bidding the building portion of the project will not be substantial enough to further delay the project. Instead, the Water District has held preliminary negotiations with Bensin Contracting, Inc. on ascertaining ways in which to reduce the overall contract price. A reduction in the overall contract price can be realized by eliminating non-essential work items from the contract, changing material specifications and/or the Water District assuming responsibility on the completion of certain items.

Should you have any questions or comments, please contact this office.

Very truly yours,

H2M architects + engineers

John Collins

John R. Collins, P.E.

cc: Town Board
Richard Ehlers, Esq.
Supt. Mark Conklin
Town Clerk

TOWN OF RIVERHEAD

Resolution # 264

PLANT 16 TREATMENT SYSTEM IMPROVEMENT PROJECT
BUDGET ADJUSTMENT

Councilman Wooten offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS a transfer of funds is requested from the Repair & Maintenance Water Key Account for additional necessary building and piping of the Perchlorate Treatment System at Plant 16, Capital Project 30121.

NOW THEREFORE BE IT RESOLVED, that the Supervisor be, and hereby, authorizes the transfer of funds from the Water Repair and Maintenance Fund and establish the following budget adjustment:

		<u>FROM</u>	<u>TO</u>
412.095031.481113.30121	R & M Transfer	217,616	
412.083200.523002.30121	Treatment System Installation		217,616

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

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

On a motion by Councilman Dunleavy, seconded by Councilman Gabrielsen, resolution #264 was TAKEN OFF THE FLOOR, motion carried by unanimous vote. Immediately thereafter there was a motion to put to vote.

THE VOTE

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

Walter ABSENT

The Resolution Was Thereupon Duly Declared Adopted