

DECEMBER 17, 2013

CDA RESOLUTIONS

CDA

Res. #18 Authorizes the Chairman to Execute Airport Registration and Security Plan Under New York Anti-Terrorism Preparedness Plan

TOWN BOARD RESOLUTIONS:

Res. #828 1998 Peconic LLC Water Service Capital Project Budget Adjustment

Res. #829 Parking District Repair Budget Adjustment

Res. #830 General Fund Information Technology Budget Adjustment

Res. #831 Awards Bid for Purchase of Ventrac Unit

Res. #832 Authorizes the Town Supervisor to File State Form TE 9-A (Peconic Bay Blvd, Meetinghouse Creek Rd. & Hubbard Ave)

Res. #833 Authorizes the Town Supervisor to File State Form TE 9-A (Sound Shore Road)

Res. #834 Awards Bid for Paint

Res. #835 Appoints an Assistant Recreation Leader to the Recreation Department (Ashley King)

Res. #836 Appoints Call-In Personnel for the Riverhead Recreation Department

Res. #837 Authorization to Publish Extension of Submission Deadline for a Request for Proposals for the Installation and Maintenance of an Internet Protocol (IP) Wireless Video Security System in Designated Locations within the Town of Riverhead Parking District and Other Town of Riverhead Locales

Res. #838 Accepts Donation of Winona Media Blasting Cabinet for Use by the Riverhead Buildings and Grounds Department

Res. #839 Authorizes the Supervisor to Act on Behalf of the Town of Riverhead and the Community Development Agency Regarding a Site Access Agreement with National Grid Electric Services, LLC to Use Property at EPCAL to Store Vehicles and Equipment to Respond to Power Outages

Res. #840 Authorizes the Supervisor to Execute an Agreement with County of Suffolk Office for the Aging (AAA Transportation Program)

Res. #841 Authorizes Legal Action Against the Owners, Tenants, Occupants and Mortgagee of the Property Located at 1350 Main Road, Jamesport, New York

- Res. #842** Authorizes the Supervisor to Execute a License Agreement with Broadcast Music, Inc. (BMI)
- Res. #843** Authorizes the Supervisor to Act on Behalf of the Town of Riverhead and the Community Development Agency Regarding a Site Access Agreement with Keyspan Gas East Corporation D/B/A National Grid to Use Property at EPCAL to Store Vehicles and Equipment to Respond to Power Outages
- Res. #844** Authorizes the Release of One-Year Maintenance Security of Birchwood at Wading River, LLC in Connection with the Subdivision Entitled, "Birchwood at Wading River – Section 4"
- Res. #845** Declares Certain 1985 Ford 555A Backhoe Loader Tractor to be Obsolete/Surplus Property and Authorizes Town Clerk to Publish Advertisement for Sale of 1985 Ford 555A Backhoe Loader Tractor
- Res. #846** Discontinue and Abandonment of a Section of the Cul de Sac of the Terminus of 105 the Preserve Pursuant to Highway Law §207
- Res. #847** Approves Chapter 90 Application of East End Tourism Alliance ("Paddle Battle" Water Race – July 27, 2014)
- Res. #848** Offers Support to New York State Legislature for an Act to Amend the Environmental Conservation Law in Relation to Authorizing the Towns of East Hampton, Riverhead, Shelter Island, Southold, and Southampton in the County of Suffolk to Adopt Local Laws in Certain Cases Related to the Taking of Wild Deer; and Providing for the Repeal of Such Provisions Upon Expiration Thereof (Senate Bill #S.4419 – Assembly Bill #A.6428)
- Res. #849** Discontinue and Abandonment of 100' of the Terminus of Marine Street Pursuant to Highway Law §207
- Res. #850** Authorization for Building Department to Waive Application Fees for Suffolk County Historical Society Signs
- Res. #851** Resolution to Correct Resolution No. 247 Adopted on March 19, 2013 to Include Land Use Ecological Services Inc. and Reddan Surveying Inc. as Approved to Perform Services Related to the Declaration of Public Emergency Requiring Immediate Restoration of Wading River Creek
- Res. #852** Amends Resolution #817
- Res. #853** Pays Bills
- Res. #854** Awards Bid for Disposal and Recycling of Municipal Solid Waste
- Res. #855** Grants Special Permit Petition Of Long Island Cauliflower Association

**TOWN OF RIVERHEAD
COMMUNITY DEVELOPMENT AGENCY**

Resolution # 18

AUTHORIZES THE CHAIRMAN TO EXECUTE AIRPORT REGISTRATION AND SECURITY PLAN UNDER NEW YORK ANTI-TERRORISM PREPAREDNESS PLAN

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, pursuant to Transportation Law section 14-m, added by Laws of 2004, Chapter 1, being part of the New York Anti-Terrorism Preparedness Act, each private-use and public-use airport within New York State is required to submit a registration and airport security plan; and

WHEREAS, the current registration and airport security plan for Calverton Executive Airpark, FAA K3C8 are valid through December 31, 2013.

NOW, THEREFORE, BE IT RESOLVED that the Town of Riverhead Community Development Agency (CDA) Board of the Town of Riverhead does hereby authorize the submission of the registration and airport security plan for the period from January 1, 2014 through December 31, 2016; and be it further

RESOLVED, that the Chairman of the CDA, be and is hereby authorized to execute a registration, an airport security plan and such other documents deemed necessary to comply with Section 14-m of the Transportation Law; and be it further

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

THE VOTE

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

The Resolution Was Was Not
Thereupon Duly Declared Adopted

12.03.13
130819

12.03.13 TABLED
12.17.3 UNTABLED
12.17.13WITHDRAWN

TOWN OF RIVERHEAD

Resolution #819

AUTHORIZES THE SUPERVISOR TO ACT ON BEHALF OF THE TOWN OF RIVERHEAD AND THE COMMUNITY DEVELOPMENT AGENCY REGARDING A SITE ACCESS AGREEMENT WITH NATIONAL GRID ELECTRIC SERVICES, LLC TO USE PROPERTY AT EPCAL TO STORE VEHICLES AND EQUIPMENT TO RESPOND TO POWER OUTAGES

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, by Resolution #653, adopted on September 1, 2011, the Town Board of the Town of Riverhead ratified the execution of a site access agreement with LIPA and National Grid to use part of the EPCAL property for storage of trucks and equipment to respond to outages and assess damage resulting from Hurricane Irene; and

WHEREAS, by Resolution #13, adopted on September 1, 2012, the Town Board, acting as the governing body of the Town of Riverhead Community Development Agency (CDA) ratified the execution of a site access agreement with LIPA and National Grid to use part of the EPCAL property for storage of trucks and equipment to respond to outages and assess damage resulting from Hurricane Irene; and

WHEREAS, by Resolution # 705, adopted on September 5, 2012, the Town Board, acting in both capacities authorized the Supervisor in his capacity as Supervisor and Chairman to sign another site access agreement with LIPA and National Grid for use of a portion of the EPCAL property to store vehicles and equipment to respond to power outage and to assess damage in the event of future hurricanes or weather emergencies; and

WHEREAS, National Grid Electric Services, LLC, as agent for Long Island Lighting Co. d/b/a LIPA has requested that a new site access agreement be entered with that public utility in accordance with Site Access Agreement attached; and

WHEREAS, the Town and CDA does wish to enter into the new Site Access Agreement in substantially the form attached.

NOW, THEREFORE BE IT RESOLVED, that the Town Board, in such capacity

TA\EPCAL\Site Access Agreement with

as well as the governing body of the CDA, be and hereby authorizes the Supervisor, in his capacity as Supervisor and as Chairman of the CDA to execute the attached Site Access Agreement with National Grid Electric Services, LLC, as agent for Long Island Lighting Co. d/b/a LIPA; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a certified copy of this resolution to the Office of the Town Attorney, the Office of Accounting and to Teresa Mauro, c/o National Grid, 175 East Old Country Road, Hicksville, New York 11801.

THE VOTE

Giglio Yes No

Gabrielsen Yes No

Wooten Yes No

Dunleavy Yes No

Walter Yes No

The Resolution Was Thereupon Duly Declared **TABLED**

12/17/13

There was a motion by Councilman Dunleavy, seconded by Councilman Gabrielsen, to **UNTABLE** resolution #819. Motion carried.

Immediately thereafter there was a motion by Councilman Wooten, seconded by Councilman Dunleavy, to **WITHDRAW** the resolution. Motion carried.

SITE ACCESS AGREEMENT

This Site Access Agreement (the "Agreement"), made this ____ day of _____, 2013, by and between **Community Development for the Town of Riverhead and the Town of Riverhead** (hereinafter referred to as "Riverhead" or "Licensor") a New York corporation, duly organized under the laws of the State of New York, with principal offices at 200 Howell Avenue, Riverhead, New York 11901 and **National Grid Electric Services, LLC ("National Grid")**, with principal offices at 175 East Old Country Road, Hicksville, New York 11801, as agent for and on behalf of **Long Island Lighting Company d/b/a LIPA ("LIPA")** and the Long Island Power Authority ("the Authority") ("Licensee"), Licensor and/or Licensee are referred to herein individually as "Party" and collectively as the "Parties"

A. **GENERAL-APPROVED ACTIVITIES:** Licensee, their employees, agents, contractors and subcontractors may access the Henry Pfeifer Community Center for use of conference room, kitchen, and restrooms and 1000 feet of the north end of the 7000' runway for the purpose of parking vehicles/equipment (the "Approved Activities") all located on and within property owned by Riverhead commonly referred to as EPCAL during any: (i) forecasted and/or projected weather related events with potential to effect interruptions in gas service or potential to affect the health, safety and welfare of residents and all such residents within the County of Suffolk (ii) at all such times wherein there exist a declared federal, state or local emergency affecting the health, safety and welfare of the residents of the Town of Riverhead and al such residents within the County of Suffolk. And (iii) at such other times as may be required to address major outages (interruptions of gas service affecting a significant portion of residents and business located on the east end of Long Island Suffolk County, New York) and/or hazards which may potentially cause major outages or place at risk the health safety and welfare of the residents and business located on the east end of the Long Island, Suffolk County, New York.

B. **TERMS OF ACCESS**

The Approved Activities on the site are granted from the date first written above until terminated by either party upon thirty (30) days prior written notice to the other party. All notices which are required or permitted under this Agreement shall be in writing and shall be deemed to have been given if delivered in person or sent registered or certified mail, addressed as follows:

C. **INGRESS AND EGRESS TO SITE**

Licensee, their employees, agents, contractors and subcontractors may access the Site from the North gate (State Route 25) or Grumman Boulevard.

D. **AUTHORIZATION**

Riverhead warrants and represents that they are authorized to enter into this Site Access Agreement

In consideration of the mutual promises and agreements herein contained, the Parties agree as follows:

1. Limited Scope. This Agreement does not provide Site access other than to Licensee, its agents, employees, invitees and/or contractors/subcontractors specifically authorized by Licensor to engage in the Approved Activities.
2. Access by Licensor Representatives. Licensor may at all times have access to the Site for the purpose of reviewing the Approved Activities hereunder and inspecting, maintaining and repairing its facilities located on such Site.

E. NOTIFICATION

Licensee shall notify Ken Testa, Chief Engineer Town of Riverhead at (631) 727-3200 ext 279 or David J. Hegermiller (631) 727-4500 ext 315 regarding access to the Site and subsequent vacating the Site.

F. REMEDIES

OF Third parties. No third party, except authorized subsidiaries, affiliates or assignees of Licensee shall have any rights to enforce the terms of this Agreement.

G. COMPLIANCE WITH THE LAWS

Licensee shall comply with and all applicable laws, ordinances, permits or zoning required by any Federal, State or municipal body or agency, for the use of the Site for the Approved Activities.

H. INDEMNIFICATION/INSURANCE

Licensee shall hereby release, hold harmless and indemnify the Licensor from any liability arising in connection the use of the Site as set forth in this Agreement. Licensor will be held harmless by Licensee and Licensee shall defend and indemnify from and against any and all claims, demands, payments, suits, actions, recoveries, judgments, costs and expenses, including, without limitation, attorney's fees in connection therewith, of every nature, including but not limited to claims for bodily injury or death, by any third party, and by or on behalf of the contractors, agents, servants or employees, arising out of or in connection with Licensee, its agents, servants or employees. Licensor will be held harmless by Licensee and Licensees agrees to defend and indemnify Licensor for property damage, including damage to the Site, unless the damages are caused by or are the result of the misconduct or negligence of Licensor or any of Licensor's agents, servants, employee's, licensees or invitees. Notwithstanding any provisions herein to the contrary, it is understood and agreed that all property kept, installed, stored or maintained in or upon the Site by Licensee will be installed, kept, stored or maintained at the risk of Licensee. Licensor will not be responsible for any loss or damage to equipment owned by Licensee which might result from tornadoes, lightning, wind stores or other Acts of

God, provided, however, Licensor will be responsible for and agrees to hold Licensee harmless from any liability (including reimbursement or reasonable legal fees and all costs) for damages to any person or any property in or upon the Site arising out of the misconduct or negligence of Licensor or any of Licensor's agents, servants, employees, licenses or invitees. Except for willful misconduct, neither Licensor nor Licensees will in any event be liable in damages for each other's business loss, business interruption or other consequential damages of whatever kind or nature, regardless of the cause of the damages, and each party, and anyone claiming by or through them, expressly waives all claims for the damages. Prior to utilizing the Site, Licensee will furnish to Licensor a Certificate of Insurance and will include the Licensor as additional insured.

I. MAINTENANCE/RESTORATION

Licensee will be responsible for maintaining the Site in clean, orderly condition, good repair and in a secured condition throughout the term. Upon completion of the Approved Activities, Licensee, at their expense, shall repair any damage to the Site or remit a mutually agreed upon cost, if any.

J. GOVERNING LAW

This Agreement shall be governed by the laws of the State of New York except for conflict of law issues.

K. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding between the Parties for the Approved Activities, and no amendments, additions, or modifications hereto shall be valid unless in writing and signed by all the Parties hereto.

L. BINDING EFFECT

This Agreement shall inure to the benefit of and shall be binding upon the parties and their respective successors and assigns.

M. ASSIGNMENT

It is expressly understood that no party may assign their rights, duties and/or obligations under this Agreement without the written consent of the other party.

N. SEVERABILITY

If any provision of the Agreement shall be declared to be unenforceable, the remaining provisions hereof shall remain in full force and effect.

M. COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be an original and which shall constitute the same instrument.

O. WAIVER

No delay or omission by either Party in the exercise of any right under this Agreement shall impair any such right or shall be taken, construed or considered as a waiver or relinquishment thereof, but any such right may be exercised from time to time and as often as may be deemed expedient. If any agreement or covenant herein shall be breached by either Party and thereafter waived by the other Party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

O. ARTICLE

The article headings and other titles used in this Agreement are for convenience only and shall not affect the construction of any terms of this Agreement

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives on the date first written above.

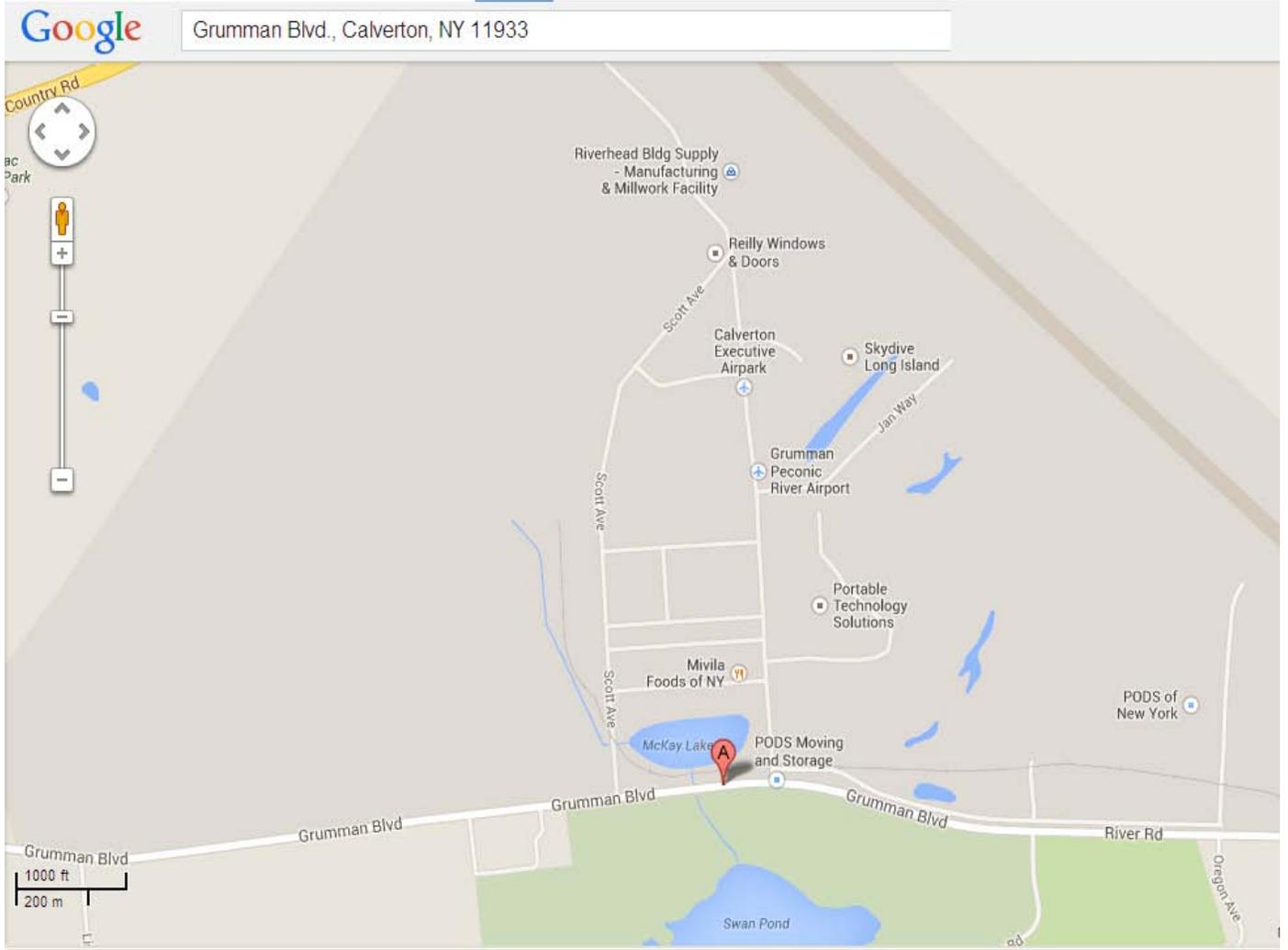
Community Development for the Town of Riverhead and the Town of Riverhead

National Grid Electric Services LLC, as agent for and on behalf of Long Island Lighting Company d/b/a LIPA

By: _____
Title: Supervisor

By: _____
Title: Senior Vice President

EXHIBIT "A"
[Description of site]



12.03.13 TABLED
12.17.13 UNTABLED
12.17.13 WITHDRAWN

12.03.13
130820

TOWN OF RIVERHEAD

Resolution # 820

AUTHORIZES THE SUPERVISOR TO ACT ON BEHALF OF THE TOWN OF RIVERHEAD AND THE COMMUNITY DEVELOPMENT AGENCY REGARDING A SITE ACCESS AGREEMENT WITH KEYSpan GAS EAST CORPORATION D/B/A NATIONAL GRID TO USE PROPERTY AT EPCAL TO STORE VEHICLES AND EQUIPMENT TO RESPOND TO POWER OUTAGES

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, by Resolution #653, adopted on September 1, 2011, the Town Board of the Town of Riverhead ratified the execution of a site access agreement with LIPA and National Grid to use part of the EPCAL property for storage of trucks and equipment to respond to outages and assess damage resulting from Hurricane Irene; and

WHEREAS, by Resolution #13, adopted on September 1, 2012, the Town Board, acting as the governing body of the Town of Riverhead Community Development Agency (CDA) ratified the execution of a site access agreement with LIPA and National Grid to use part of the EPCAL property for storage of trucks and equipment to respond to outages and assess damage resulting from Hurricane Irene; and

WHEREAS, by Resolution # 705, adopted on September 5, 2012, the Town Board, acting in both capacities authorized the Supervisor in his capacity as Supervisor and Chairman to sign another site access agreement with LIPA and National Grid for use of a portion of the EPCAL property to store vehicles and equipment to respond to power outage and to assess damage in the event of future hurricanes or weather emergencies; and

WHEREAS, KeySpan Gas East Corporation d/b/a National Grid has requested that a new site access agreement be entered with that public utility in accordance with Site Access Agreement attached; and

WHEREAS, the Town and CDA does wish to enter into the new Site Access Agreement in substantially the form attached.

NOW, THEREFORE BE IT RESOLVED, that the Town Board, in such capacity as well as the governing body of the CDA, be and hereby authorizes the Supervisor, in his capacity as Supervisor and as Chairman of the CDA to execute the attached Site Access Agreement with KeySpan Gas East Corporation d/b/a National Grid; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a certified copy of this resolution to the Office of the Town Attorney, the Office of Accounting and to Teresa Mauro, c/o National Grid, 175 East Old Country Road, Hicksville, New York 11801.

THE VOTE

Giglio Yes No

Gabrielsen Yes No

Wooten Yes No

Dunleavy Yes No

Walter Yes No

The Resolution Was Thereupon Duly Declared **TABLED**

12/17/13

There was a motion by Councilman Dunleavy, seconded by Councilman Gabrielsen, to **UNTABLE** resolution #820. Motion carried.

Immediately thereafter there was a motion by Councilman Wooten, seconded by Councilman Dunleavy, to **WITHDRAW** the resolution. Motion carried.

SITE ACCESS AGREEMENT

This Site Access Agreement (the “Agreement”), made this ____ day of _____, 2013, by and between **Community Development for the Town of Riverhead and the Town of Riverhead** (hereinafter referred to as “Riverhead” or “Licensor”) a New York corporation, duly organized under the laws of the State of New York, with principal offices at 200 Howell Avenue, Riverhead, New York 11901 and **KeySpan Gas East Corporation d/b/a National Grid (“Licensee”)**, with principal offices at 175 East Old Country Road, Hicksville, New York 11801. Licensor and/or Licensee are referred to herein individually as “Party” and collectively as the “Parties”

A. **GENERAL-APPROVED ACTIVITIES:** National Grid, their employees, agents, contractors and subcontractors may access the Henry Pfeifer Community Center for use of conference room, kitchen, and restrooms and 1000 feet of the north end of the 7000’ runway for the purpose of parking vehicles/equipment (the “Approved Activities”) all located on and within property owned by Riverhead commonly referred to as EPCAL during any: (i) forecasted and/or projected weather related events with potential to effect interruptions in gas service or potential to affect the health, safety and welfare of residents and all such residents within the Count of Suffolk (ii) at all such times wherein there exist a declared federal, state or local emergency affecting the health, safety and welfare of the residents of the Town of Riverhead and al such residents within the Count of Suffolk. And (iii) at such other times as may be required to address major outages (interruptions of gas service affecting a significant portion of residents and business located on the east end of Long Island Suffolk County, New York) and/or hazards which may potentially cause major outages or place at risk the health safety and welfare of the residents and business located on the east end of the Long Island, Suffolk County, New York.

B. **TERMS OF ACCESS**

The Approved Activities on the site are granted from the date first written above until terminated by either party upon thirty (30) days prior written notice to the other party. All notices which are required or permitted under this Agreement shall be in writing and shall be deemed to have been given if delivered in person or sent registered or certified mail, addressed as follows:

C. **INGRESS AND EGRESS TO SITE**

National Grid, their employees, agents, contractors and subcontractors may access the Site from the North gate (State Route 25) or Grumman Boulevard.

D. **AUTHORIZATION**

Riverhead warrants and represents that they are authorized to enter into this Site Access Agreement

In consideration of the mutual promises and agreements herein contained, the Parties agree as follows:

1. Limited Scope. This Agreement does not provide Site access other than to Licensee, its agents, employees, invitees and/or contractors/subcontractors specifically authorized by Licensor to engage in the Approved Activities.
2. Access by Licensor Representatives. Licensor may at all times have access to the Site for the purpose of reviewing the Approved Activities hereunder and inspecting, maintaining and repairing its facilities located on such Site.

E. NOTIFICATION

National Grid shall notify Ken Testa, Chief Engineer Town of Riverhead at (631) 727-3200 ext 279 or David J. Hegermiller (631) 727-4500 ext 315 regarding access to the Site and subsequent vacating the Site.

F. REMEDIES

OF Third parties. No third party, except authorized subsidiaries, affiliates or assignees of National Grid shall have any rights to enforce the terms of this Agreement.

G. COMPLIANCE WITH THE LAWS

National Grid shall comply with and all applicable laws, ordinances, permits or zoning required by any Federal, State or municipal body or agency, for the use of the Site for the Approved Activities.

H. INDEMNIFICATION/INSURANCE

National Grid shall hereby release, hold harmless and indemnify the Licensor from any liability arising in connection the use of the Site as set forth in this Agreement. Licensor will be held harmless by Licensee and Licensee shall defend and indemnify from and against any and all claims, demands, payments, suits, actions, recoveries, judgments, costs and expenses, including, without limitation, attorney's fees in connection therewith, of every nature, including but not limited to claims for bodily injury or death, by any third party, and by or on behalf of the contractors, agents, servants or employees, arising out of or in connection with Licensee, its agents, servants or employees. Licensor will be held harmless by Licensee and Licensees agrees to defend and indemnify Licensor for property damage, including damage to the Site, unless the damages are caused by or are the result of the misconduct or negligence of Licensor or any of Licensor's agents, servants, employee's, licensees or invitees. Notwithstanding any provisions herein to the contrary, it is understood and agreed that all property kept, installed, stored or maintained in or upon the Site by Licensee will be installed, kept, stored or maintained at the risk of Licensee. Licensor will not be responsible for any loss or damage to equipment owned by Licensee which might result from tornadoes, lightning, wind stores or other Acts of

God, provided, however, Licensor will be responsible for and agrees to hold Licensee harmless from any liability (including reimbursement or reasonable legal fees and all costs) for damages to any person or any property in or upon the Site arising out of the misconduct or negligence of Licensor or any of Licensor's agents, servants, employees, licenses or invitees. Except for willful misconduct, neither Licensor nor Licensees will in any event be liable in damages for each other's business loss, business interruption or other consequential damages of whatever kind or nature, regardless of the cause of the damages, and each party, and anyone claiming by or through them, expressly waives all claims for the damages. Prior to utilizing the Site, National Grid will furnish to Licensor a Certificate of Insurance and will include the Licensor as additional insured.

I. MAINTENANCE/RESTORATION

Licensee will be responsible for maintaining the Site in clean, orderly condition, good repair and in a secured condition throughout the term. Upon completion of the Approved Activities, National grid, at their expense, shall repair any damage to the Site or remit a mutually agreed upon cost, if any.

J. GOVERNING LAW

This Agreement shall be governed by the laws of the State of New York except for conflict of law issues.

K. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding between the Parties for the Approved Activities, and no amendments, additions, or modifications hereto shall be valid unless in writing and signed by all the Parties hereto.

L. BINDING EFFECT

This Agreement shall inure to the benefit of and shall be binding upon the parties and their respective successors and assigns.

M. ASSIGNMENT

It is expressly understood that no party may assign their rights, duties and/or obligations under this Agreement without the written consent of the other party.

N. SEVERABILITY

If any provision of the Agreement shall be declared to be unenforceable, the remaining provisions hereof shall remain in full force and effect.

M. COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be an original and which shall constitute the same instrument.

O. WAIVER

No delay or omission by either Party in the exercise of any right under this Agreement shall impair any such right or shall be taken, construed or considered as a waiver or relinquishment thereof, but any such right may be exercised from time to time and as often as may be deemed expedient. If any agreement or covenant herein shall be breached by either Party and thereafter waived by the other Party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

O. ARTICLE

The article headings and other titles used in this Agreement are for convenience only and shall not affect the construction of any terms of this Agreement

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives on the date first written above.

**Community Development for the
Town of Riverhead and the Town of Riverhead**

**KeySpan Gas East Corporation d/b/a
National Grid**

By: _____

By: _____

EXHIBIT “A”
[Description of site]

CALVERTON NATIONAL CEMETERY

MIDDLE COUNTRY ROAD (RTE 25)

NORTH ENTRANCE

SHARED USE RUNWAY AREA
1,000 ft

BURMAN BLVD

ACTIVE RUNWAY

ABANDONED RUNWAY

VETERANS MEMORIAL PARK

DAVID CT

SCOTT AVE

JAN WAY

SCOTT AVE

HENRY PFIEFER COMMUNITY CENTER

GATE

GATE

SWAN POND RD (GRUMMAN BLVD)

BURMAN BLVD

RAILROAD SPUR

LINE RD



TOWN OF RIVERHEAD

200 HOWELL AVENUE

Riverhead, New York 11901

REVISIONS

no.	date	description

DATE:	12/1/2013
SCALE:	NOT TO SCALE
DESIGN BY:	RFK
DRAWN BY:	RJH

PROJECT TITLE

ENTERPRISE PARK at CALVERTON (EPCAL)
formerly known as GRUMMAN AEROSPACE

SHEET TITLE

SHARED RUNWAY AREA

SHEET NUMBER

1 of 1

D:\admin\devlop\altomere\offices\korkiewicz\lisa and keyson license agreements.dwg

12.17.13
130828

ADOPTED

TOWN OF RIVERHEAD

Resolution # 828

**1998 PECONIC LLC
WATER SERVICE CAPITAL PROJECT**

BUDGET ADJUSTMENT

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, Resolution #742 adopted 11/6/13 adopted a budget for the 1998 Peconic LLC Water Service installation at Edwards Avenue in Calverton; and

WHEREAS, an additional \$5,478.12 has been received from 1998 Peconic, LLC, for Bancker Construction to cut in the 8" meter located at Edwards Avenue and Miller Road in Calverton.

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>
412.092705.421050.30118	Developer Fees	5,478.12	
412.083200.523002.30118	Water Main/Service		5,478.12

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 ABSENT Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No
The Resolution Was Thereupon Duly Declared Adopted

12.17.13
130829

ADOPTED

TOWN OF RIVERHEAD

Resolution # 829

PARKING DISTRICT REPAIR

BUDGET ADJUSTMENT

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, the Town Engineer is requesting a transfer of funds for the Commercial Dumpster Enclosure at the Peconic Riverfront Parking District.

NOW THEREFORE BE IT RESOLVED, that the Supervisor be, and is hereby, authorized to complete the following transfer from the Parking District Fund Balance:

		<u>FROM</u>	<u>TO</u>
117.000000.499999	Fund Balance	18,774	
117.056500.540000	Contractual Expenses		18,774

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to the Engineering and the 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 ABSENT Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

12.17.13
130830

ADOPTED

TOWN OF RIVERHEAD

Resolution # 830

GENERAL FUND
INFORMATION TECHNOLOGY

BUDGET ADJUSTMENT

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, many Town wide color printers are coming of age that will require additional maintenance expenses; and

WHEREAS, as an alternative, replacement of these printers is recommended and requires a budget transfer to the Information Technology Equipment budget.

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>
001.016800.543900	Miscellaneous Consultants	7,300	
001.016800.543400	Education Expense	1,100	
001.016800.524000	Equipment		8,400

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to Information Technology and the Accounting 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	ABSENT	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	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	

The Resolution Was Thereupon Duly Declared Adopted

12.17.13
130831

ADOPTED

TOWN OF RIVERHEAD

Resolution # 831

AWARDS BID FOR PURCHASE OF VENTRAC POWER UNIT

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

RESOLVED, the Town Clerk was authorized to publish and post a Notice to Bidders for the purchase of one Ventrac Power Unit; and

WHEREAS, one (1) bid was received, opened and read aloud on the 6th day of December, 2013 at 11:00 am in the Office of the Town Clerk, 200 Howell Avenue, Riverhead, New York.

NOW, THEREFORE, BE IT RESOLVED, that the bid for the purchase of one Ventrac Power Unit be and is hereby awarded to Trimalawn Equipment in the amount Thirty One Thousand Ninety One Dollars & 20/100 (\$31,091.20); and

BE IT FURTHER RESOLVED, that the Town Board be and does hereby authorize the Engineering Department to secure a Town of Riverhead purchase order from the Purchasing Department in the amount of \$31,091.20; and

BE IT FURTHER RESOLVED, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to George Olsen, Trimalawn Equipment, 2081 Victory Blvd, Staten Island, NY 10314, Engineering, Purchasing and the Office of Accounting; and

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

12.17.13
130832

ADOPTED

TOWN OF RIVERHEAD

Resolution # 832

AUTHORIZES THE TOWN SUPERVISOR TO FILE STATE FORM TE-9-A

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, an increased flow of traffic on Peconic Bay Boulevard, Meetinghouse Creek Road and Hubbard Avenue has raised safety concerns for the many pedestrians and cyclists that also utilize these Town roads; and

WHEREAS, the Riverhead Traffic Safety Committee has recommended that the Town of Riverhead reduce the speed limit to 30 mph along the entire length of Peconic Bay Boulevard, Meetinghouse Creek Road and Hubbard Avenue; and

WHEREAS, the Town Board of the Town of Riverhead agrees with this recommendation and believes that a study should be conducted by the New York State Department of Transportation to determine if a reduced speed limit on the aforementioned street is warranted.

NOW, THEREFORE, BE IT RESOLVED, that the Supervisor be directed, under Section 1622.1 of the Vehicle and Traffic Law of the State of New York, to file New York State form TE-9-A with the New York State Department of Transportation requesting such study.

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

The Resolution Was Thereupon Duly Declared Adopted

12.17.13
130833

ADOPTED

TOWN OF RIVERHEAD

Resolution # 833

AUTHORIZES THE TOWN SUPERVISOR TO FILE STATE FORM TE-9-A

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, there is a noticeable increase of the flow of traffic on Sound Shore Road in Jamesport; and

WHEREAS, Riverhead Police statistics show that eleven State-reported motor vehicle accidents and eight minor motor vehicle accidents have occurred on that roadway between January 1, 2008 and December 1, 2013; and

WHEREAS, the Riverhead Traffic Safety Committee has recommended that the Town of Riverhead reduce the speed limit along Sound Shore Road to 30 mph; and

WHEREAS, the Town Board of the Town of Riverhead agrees with this recommendation and believes that a study should be conducted by the New York State Department of Transportation to determine if a reduced speed limit on the aforementioned street is warranted.

NOW, THEREFORE, BE IT RESOLVED, that the Supervisor be directed, under Section 1622.1 of the Vehicle and Traffic Law of the State of New York, to file New York State form TE-9-A with the New York State Department of Transportation requesting such study.

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

The Resolution Was Thereupon Duly Declared Adopted

12.17.13
130834

ADOPTED

TOWN OF RIVERHEAD

Resolution # 834

AWARDS BID FOR PAINT

Councilman Dunleavy 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 **PAINT** for the Town of Riverhead and;

WHEREAS, bids were received and opened at 11:05 am on NOVEMBER 22, 2013 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 **PAINT** for the Town of Riverhead be and hereby is, awarded to **SHERWIN WILLIAMS** and **JOHN DEERE LANDSCAPES** 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 ABSENT
Wooten Yes No

Gabrielsen Yes No
Dunleavy Yes No

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

ITEM #	DESCRIPTION	UNIT	SHERWIN WILLIAMS	J.DEERE
1	ONE COAT SELF PRIMING HOUSE PAINT - ASST. COLORS-BM 103 OR APPROVED EQUAL	GALLONS	\$21.97	
2	OIL BASE HOUSE PAINT EXTERIOR - ASST. COLORS-BM 110 OR APPROVED EQUAL	GALLONS	\$27.80	
3	EXTERIOR TRIM LATEX ENAMEL - ASST. COLORS-BM096 OR APPROVED EQUAL	GALLONS	\$23.89	
4	ALKYD GLOSS SASH & TRIM ENAMEL - ASST. COLORS=BM 110 OR APPROVED EQUAL	GALLONS	\$27.80	
5	ROYAL ONE COAT CEILING WHITE-BM 258 OR APPROVED EQUAL	GALLONS	\$11.50	
6	ROYAL ONE COAT INTERIOR LATEX – ASST. COLORS-BM 215 OR APPROVED EQUAL	GALLONS	\$11.50	
7	ROYAL LATEX SEMI-GLOSS – ASST. COLORS- BM 333 OR APPROVED EQUAL	GALLONS	\$23.22	
8	ROYAL ALKYD SEMI-GLOSS – ASST. COLORS- BM-207 OR APPROVED EQUAL	GALLONS	\$28.50	
9	INTERIOR VINYL LATEX – FLAT- BM 275 OR APPROVED EQUAL	GALLONS	\$11.50	
10	INTERIOR VINLY LATEX – GLOSS- BM 276 OR APPROVED EQUAL	GALLONS	\$16.05	
11	EXTERIOR VINYL LATEX – FLAT- BM-171 OR QPPROVED EQUAL	GALLONS	\$20.00	
12	EXTERIOR VINYL LATEX – SEMI-GLOSS- BM -170 OR APPROVED EQUAL	GALLONS	\$20.00	
13	EXTERIOR VINYL LATEX – GLOSS- BM M 28 OR APPROVED EQUAL	GALLONS	\$22.70	
14	MASONRY ENAMEL – GLOSS- BM M22 OR APPROVED EQUAL	GALLONS	\$20.70	
15	PORCH & DECK ENAMEL- BM 112 OR APPROVED EQUAL	GALLONS	\$19.25	
16	EXTERIOR WOOD STAIN OLYMPIC OR APPROVED EQUAL	GALLONS	\$22.84	
17	WOOD PRESERVATIVE/WATERPROOFING, THOMPSON WOOD PROTECTOR OR APPROVED EQUAL	GALLONS	\$16.00	
18	FIELD MARKING PAINT, LATEX (5 GAL. CONTAINER)OR APPROVED EQUAL	GALLONS		\$32.50
19	AUTOMOTIVE PAINT (OMAHA ORANGE) OR APPROVED EQUAL	GALLONS	\$45.99	

<u>RUSTOLEUM PRODUCTS</u>		GALLONS		
20	SPRAY – ASST. COLORS (SPECIFY OZ./ CAN 11.5) 5 STAR	GALLONS		\$3.11
ITEM #	DESCRIPTION	UNIT	SHERWIN	JDEERE
21	RUSTY METAL PRIMER RUST X	GALLONS	\$25.35	
22	NEW METAL PRIMER	GALLONS	\$29.51	
23	RUSTOLEUM – ASST. COLORS	GALLONS	\$27.80	
<u>WOOD PRESERVATIVE PRODUCTS</u>		GALLONS		
24	C-W-F CLEAR OR APPROVED EQUAL	GALLONS	\$16.00	
25	THOMPSON'S WATER SEAL – CLEAR OR APPROVED EQUAL	GALLONS	\$16.00	
26	WOOD PRESERVATIVE/STAIN (EXTERIOR), WOODLIFE PRESERVATIVE OR APPROVED EQUAL	GALLONS	\$22.89	
27	THOMPSON WATER SEAL – SOLID COLORS OR APPROVED EQUAL	GALLONS		
28	THOMPSON WATER SEAL – SEMI-GLOSS OR APPROVED EQUAL	GALLONS	\$22.49	
29	MINWAX WOOD PRESERVATIVE/STAIN INTERIOR, (ASST. COLORS), 200 SERIES OR APPROVED EQUAL	GALLONS	\$44.98	
30	MINWAX INTERIOR GLOSS POLYURETHANE OR APPROVED EQUAL	GALLONS	\$43.98	
31	MINWAX INTERIOR SATIN POLYURETHANE OR APPROVED EQUAL	GALLONS	\$44.98	
32	MINWAX EXTERIOR GLOSS POLYURETHANE OR APPROVED EQUAL	GALLONS		
<u>PAINT PRODUCTS</u>		GALLONS		
33	MINWAX EXTERIOR SATIN POLYURETHANE OR APPROVED EQUAL	GALLONS	\$43.98	
34	VARATHANE GLOSS WATER BASE OR APPROVED EQUAL	GALLONS	\$41.98	
35	VARATHANE SATIN WATER BASE OR APPROVED EQUAL	GALLONS	\$40.98	

36	VARATHANE GLOSS OIL BASE OR APPROVED EQUAL	GALLONS			
					\$44.98
37	VARATHANE SATIN OIL BASE OR APPROVED EQUAL	GALLONS			
					\$43.98
38	PITTSBURGH SPEEDHIDE EGG SHELL (OR APPROVED EQUAL)	5 GALLON CANS			
					\$68.35
ITEM #	DESCRIPTION	UNIT		SHERWIN	JDEERE
39	PITTSBURGH (OR APPROVED EQUAL) SPEEDHIDE EGG SHELL	1 GALLON CANS			
				\$14.42	
40	PITTSBURGH SPEEDHIDE EGG SHELL (OR APPROVED EQUAL)	1 GALLON CANS			
				\$14.42	
41	PITTSBURGH SEMI GLOSS (OR APPROVED EQUAL)	5 GALLON CANS			
				\$74.60	
42	PITTSBURGH SEMI GLOSS (OR APPROVED EQUAL)	1 GALLON CANS			
				\$14.92	
43	2 PART EPOXY A	GALLONS			
				\$58.34	
44	2 PART EXPOXY B	GALLONS			
				\$58.34	
45	AQUAPON 09/3/01 (OR APPROVED EQUAL)	GALLONS			
				\$33.64	
46	AQUAPON 98-98/01 GLOSS PART B (OR APPROVED EQUAL)	GALLONS			
				\$33.64	
47	LOXON XP WATERPROOFING SYSTEM A 24 SERIES (OR APPROVED EQUAL)	GALLONS			
				\$31.36	
48	LOXON ANTI-GRAFFITI COATING, CLEAR, B97C150 (OR APPROVED EQUAL)	GALLONS			
				\$89.97	
49	WATERPROOFING COATING, EXTRA WHITE, A24W451 (OR APPROVED EQUAL)	GALLONS			
				\$29.97	
	<u>SUNDRIES LIST</u>				
50	STRAIGHT BRUSHES FOR LATEX PAINT – 1-1/2";2-1/2";3"; 3-1/2";4"	EACH			
				.97;1.10;1.50;2.10	
51	ANGLED BRUSHES FOR LATEX (SAME SIZES AS ABOVE)	EACH			
				2.87;3.89;4.99;5.99	
52	STRAIGHT BRUSHES FOR OIL BASED PAINT (SAMES SIZES)	EACH			
				4.50;6.00;7.99;10.99	
53	ANGLED BRUSHES FOR OIL BASED PAINT	EACH			
				4.50;6.00;7.99;10.99	
54	9" ROLLERS	EACH			
				4.99;3.98	
55	LARGE ROLLER PANS	EACH			
				\$5.99	

56	INSERTS FOR ROLLER PANS	EACH		\$0.89	
57	2" BLUE PAINTERS TAPE	EACH		\$5.69	
58	1-1/2" BLUE PAINTERS TAPE	EACH		\$3.89	
59	9" ROLLER COVERS FOR ROUGH, MED. & SMOOTH SURFACES	EACH	1.59;2.00;2.35		
ITEM #	DESCRIPTION	UNIT		SHERWIN	JDEERE
60	9" ROLLER COVERS FOR CONTACT CEMENT	EACH		\$2.49	
61	9" ROLLER COVERS FOR STAIN	EACH		\$2.09	
62	ROLLER HANDLES FOR 6" MINI ROLLERS (NOT WHITE ONES)	EACH		\$1.98	
63	4" STAIN BRUSHES THAT FIT BROOM STICK HANDLE	EACH		\$9.58	

12.17.13
130835

ADOPTED

TOWN OF RIVERHEAD

Resolution # 835

APPOINTS AN ASSISTANT RECREATION LEADER TO THE RECREATION DEPARTMENT

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, a Call-In Asst. Recreation Leader (Level 3) is needed by the Riverhead Town Recreation Department.

NOW THEREFORE BE IT RESOLVED, that effective December 20th, 2013, this Town Board hereby appoints Ashley King to the position of Call-In Asst. Recreation Leader, to be paid the rate of \$10.75 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 ABSENT Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

12.17.13
130836

ADOPTED

TOWN OF RIVERHEAD

Resolution # 836

**APPOINTS CALL-IN PERSONNEL FOR THE
RIVERHEAD RECREATION DEPARTMENT**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, the Town of Riverhead Recreation Department needs to appoint staff for upcoming youth recreation programs

NOW THEREFORE BE IT RESOLVED, that effective December 27, 2013 this Town Board hereby appoints the attached list of call-in recreation personnel

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

The Resolution Was Thereupon Duly Declared Adopted

RIVERHEAD RECREATION DEPARTMENT APPOINTMENTS

12/17/13 TOWN BOARD MEETING

<u>Last</u>	<u>First</u>	<u>Title</u>	<u>Level</u>	<u>Start Date</u>	<u>End Date</u>	<u>Salary</u>
Clark	Emalee	Call-In Rec Aide I	5	12/27/13	5/1/14	\$9.00
Morgan	Darius	Call-In Rec Aide I	5	12/27/13	5/1/14	\$9.00
Stephenson	Kyle	Call-In Rec. Leader II	8	12/27/13	5/1/14	\$15.75

Kelly: Rec staff.school.recess.prgs.

12.17.13
130837

ADOPTED

TOWN OF RIVERHEAD

Resolution # 837

AUTHORIZATION TO PUBLISH EXTENSION OF SUBMISSION DEADLINE FOR A REQUEST FOR PROPOSALS FOR THE INSTALLATION AND MAINTENANCE OF AN INTERNET PROTOCOL (IP) WIRELESS VIDEO SECURITY SYSTEM IN DESIGNATED LOCATIONS WITHIN THE TOWN OF RIVERHEAD PARKING DISTRICT AND OTHER TOWN OF RIVERHEAD LOCALES

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, the Town of Riverhead is seeking proposals from qualified parties for the installation and maintenance of an internet protocol (IP) wireless video security system in designated locations within the Town of Riverhead Parking District and other Town of Riverhead locales; and

WHEREAS, the Town of Riverhead had previously established a submission deadline of December 18, 2013, at 11:00 a.m., for such Requests for Proposals (RFP), and;

WHEREAS, numerous prospective bidders have requested additional technical data from the Town of Riverhead regarding pre-existing fiber-optic cabling installation for the purpose of submitting a cost-effective and comprehensive response to the RFP.

WHEREAS, the Town of Riverhead's third-party vendor who previously installed fiber-optic cabling in the Town of Riverhead is presently compiling the requested technical data; and

WHEREAS, upon production, prospective bidders intend to use the requested technical data with a view toward transmitting video data generated from security cameras via the Town of Riverhead's pre-existing fiber-optic cabling system regarding their respective bid responses; and

WHEREAS, several bidders have requested an extension of the bid submission response date for the purpose of submitting a bid response utilizing the requested technical data upon its production.

NOW THEREFORE BE IT RESOLVED, that the Town Board hereby authorizes and extends the submission deadline regarding a Request for Proposals for the installation and maintenance of an internet protocol (IP) wireless video security system in designated locations within the Town of Riverhead Parking District and other Town of

Riverhead locales to **Tuesday, January 21, 2014, at 11:00 a.m., Riverhead Town Clerk's Office, 200 Howell Avenue, Riverhead, New York, 11901**; and be it further

RESOLVED, that the Town Clerk is hereby authorized to publish and post the following public notice in the December 19, 2013, issue of the News-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 certified copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

NOTICE TO BIDDERS

PLEASE TAKE NOTICE, that regarding a request for proposals for the installation and maintenance of an internet protocol (IP) wireless video security system in designated Town locations, the Town of Riverhead hereby extends the previously designated RFP response submission deadline of Wednesday, December 18, 2013, at 11:00 a.m., to **Tuesday, January 21, 2014, at 11:00 a.m.** Such sealed proposals must be received by the Office of the Town Clerk at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, by the extended deadline, for:

REQUEST FOR PROPOSALS

The Town of Riverhead, in conjunction with the Town of Riverhead Parking District, is seeking proposals from qualified internet protocol (IP) wireless video security system consultants that can provide installation and maintenance of an internet protocol (IP) wireless video security system at designated locations on behalf of the Town of Riverhead Parking District and other Town of Riverhead locales.

Specifications and guidelines for submission of proposals continue to be available on the Town website at <http://townofriverheadny.gov>, or at the Office of the Town Clerk and may be picked up between the hours of 8:30 a.m. and 4:15 p.m., Monday through Friday.

Please note that each proposal must be submitted in a sealed envelope clearly marked **“RFP Response For The Installation and Maintenance Of An Internet Protocol (IP) Wireless Video Security System”** and must be received by the Office of the Town Clerk, 200 Howell Avenue, Riverhead, New York, 11901, by no later than **11:00 a.m. on Tuesday, January 21, 2014.**

This RFP is not an offer or a binding commitment to contract on the part of the Town. The Town retains the right to postpone or cancel the RFP or to reject all proposals even after submission of same, if the Town determines, in its sole discretion that the best interests of the Town will be served thereby.

**BY ORDER OF THE TOWN BOARD
TOWN OF RIVERHEAD
Diane M. Wilhelm, TOWN CLERK**

12.17.13
130838

ADOPTED

TOWN OF RIVERHEAD

Resolution # 838

ACCEPTS DONATION OF WINONA MEDIA BLASTING CABINET FOR USE BY THE RIVERHEAD BUILDINGS AND GROUNDS DEPARTMENT

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Riverhead Buildings and Grounds Department wishes to facilitate lawn and snow removal equipment maintenance and metal fabrication; and

WHEREAS, Ralph Gray has offered to donate a Winona Media Blasting Cabinet, Van Norman, Model 807006, Serial #1180-489; at no cost to the Town of Riverhead for use by the Town Buildings and Grounds Department; and

WHEREAS, pursuant to New York State Town Law §64-8, the Town may take by gift any real or personal property for public use or benefit; and

WHEREAS, the Town Board finds that acceptance of this Winona Media Blasting Cabinet at no cost to the Town is in the best interest of the residents of the Town of Riverhead;

NOW, THEREFORE, BE IT RESOLVED, that the Town of Riverhead hereby accepts the donation of the Winona Media Blasting Cabinet from Ralph Gary; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to the Ralph Gray, 232 Highview Drive, Calverton, NY 11933; and be it further

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

12.17.13
130839

ADOPTED

TOWN OF RIVERHEAD

Resolution # 839

AUTHORIZES THE SUPERVISOR TO ACT ON BEHALF OF THE TOWN OF RIVERHEAD AND THE COMMUNITY DEVELOPMENT AGENCY REGARDING A SITE ACCESS AGREEMENT WITH NATIONAL GRID ELECTRIC SERVICES, LLC TO USE PROPERTY AT EPCAL TO STORE VEHICLES AND EQUIPMENT TO RESPOND TO POWER OUTAGES

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, by Resolution #653, adopted on September 1, 2011, the Town Board of the Town of Riverhead ratified the execution of a site access agreement with LIPA and National Grid to use part of the EPCAL property for storage of trucks and equipment to respond to outages and assess damage resulting from Hurricane Irene; and

WHEREAS, by Resolution #13, adopted on September 1, 2012, the Town Board, acting as the governing body of the Town of Riverhead Community Development Agency (CDA) ratified the execution of a site access agreement with LIPA and National Grid to use part of the EPCAL property for storage of trucks and equipment to respond to outages and assess damage resulting from Hurricane Irene; and

WHEREAS, by Resolution # 705, adopted on September 5, 2012, the Town Board, acting in both capacities authorized the Supervisor in his capacity as Supervisor and Chairman to sign another site access agreement with LIPA and National Grid for use of a portion of the EPCAL property to store vehicles and equipment to respond to power outage and to assess damage in the event of future hurricanes or weather emergencies; and

WHEREAS, National Grid Electric Services, LLC, as agent for Long Island Lighting Co. d/b/a LIPA has requested that a new site access agreement be entered with that public utility in accordance with Site Access Agreement attached; and

WHEREAS, the Town and CDA does wish to enter into the new Site Access Agreement in substantially the form attached.

NOW, THEREFORE BE IT RESOLVED, that the Town Board, in such capacity as well as the governing body of the CDA, be and hereby authorizes the Supervisor, in his capacity as Supervisor and as Chairman of the CDA to execute the attached Site Access Agreement with National Grid Electric Services, LLC, as agent for Long Island

TA\EPCAL\Site Access Agreement with

Lighting Co. d/b/a LIPA; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a certified copy of this resolution to the Office of the Town Attorney, the Office of Accounting and to Teresa Mauro, c/o National Grid, 175 East Old Country Road, Hicksville, New York 11801.

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

SITE ACCESS AGREEMENT

This Site Access Agreement (the "Agreement"), made this ____ day of _____, 2013, by and between the **Town of Riverhead, a municipal corporation, and the Town of Riverhead Community Development Agency, an urban renewal agency**, (hereinafter referred to as "Riverhead" or "Licensor"), duly organized under the laws of the State of New York, with principal offices at 200 Howell Avenue, Riverhead, New York 11901 and **National Grid Electric Services, LLC ("National Grid")**, with principal offices at 175 East Old Country Road, Hicksville, New York 11801, as agent for and on behalf of **Long Island Lighting Company d/b/a LIPA ("LIPA")** and the Long Island Power Authority ("the Authority") ("Licensee"). Licensor and/or Licensee are referred to herein individually as "Party" and collectively as the "Parties"

A. **GENERAL-APPROVED ACTIVITIES:** Licensee, their employees, agents, contractors and subcontractors may access the Henry Pfeifer Community Center for use of conference room, kitchen, and restrooms and 1000 feet of the north end of the 7000' runway for the purpose of parking vehicles/equipment (the "Approved Activities") all located on and within property owned by Riverhead commonly referred to as EPCAL during any: (i) forecasted and/or projected weather related events with potential to effect interruptions in gas service or potential to affect the health, safety and welfare of residents and all such residents within the Count of Suffolk (ii) at all such times wherein there exist a declared federal, state or local emergency affecting the health, safety and welfare of the residents of the Town of Riverhead and al such residents within the Count of Suffolk. And (iii) at such other times as may be required to address major outages (interruptions of gas service affecting a significant portion of residents and business located on the east end of Long Island Suffolk County, New York) and/or hazards which may potentially cause major outages or place at risk the health safety and welfare of the residents and business located on the east end of the Long Island, Suffolk County, New York.

B. **TERMS OF ACCESS**

1. The Approved Activities on the site are granted from the date first written above until terminated by either party upon thirty (30) days prior written notice to the other party. All notices which are required or permitted under this Agreement shall be in writing and shall be deemed to have been given if delivered in person or sent registered or certified mail, addressed as follows:

Licensee:

National Grid
Attn: Teresa Mauro
175 East Old Country Road
Hicksville, New York 11801
Direct: 516 545 5079
teresa.mauro@nationalgrid.com

Licensor:

Sean M. Walter, Supervisor &
Chairman
200 Howell Avenue
Riverhead, New York 11901
Direct: 631 727 3200 ext. 251
walter@townofriverheadny.gov

2. Licensee understands that Licensor has executed a similar non-exclusive agreement with the KeySpan Gas East Corporation d/b/a National Grid (KeySpan Gas) for the same purposes as stated herein. Licensee understands and agrees that the Site may not be available to Licensee if KeySpan Gas has exercised its right to utilize the Site prior to Licensee's notification to Licensor or alternatively, and in the sole discretion of the Licensor, that the Site may be simultaneously utilized by both National Grid and Licensee during KeySpan Gas's own emergency restoration efforts. In order to promote the efficient coordination of gas and electric restoration services emanating from the Site and as an inducement for Licensor to enter into this Site Agreement, Licensee further acknowledges and agrees that any and all disputes between Licensee and KeySpan Gas arising out of or relating to their respective use of the Site shall be resolved solely between them without the participation of the Licensor. In furtherance thereof, to the fullest extent of the law, Licensee shall indemnify and hold harmless Licensor, from and against any and all liabilities, claims damages, losses and expenses, including, but not limited to reasonable attorney's fees and expenses, arising out of or relating to the disputes between Licensee and KeySpan Gas in connection with their respective uses of the Site during emergency restoration services.

C. INGRESS AND EGRESS TO SITE

Licensee, their employees, agents, contractors and subcontractors may access the Site from the North gate (State Route 25) or Grumman Boulevard.

D. AUTHORIZATION

Riverhead warrants and represents that they are authorized to enter into this Site Access Agreement

In consideration of the mutual promises and agreements herein contained, the Parties agree as follows:

1. Limited Scope. This Agreement does not provide Site access other than to Licensee, its agents, employees, invitees and/or contractors/subcontractors specifically authorized by Licensor to engage in the Approved Activities.
2. Access by Licensor Representatives. Licensor may at all times have access to the Site for the purpose of reviewing the Approved Activities hereunder and inspecting, maintaining and repairing its facilities located on such Site.
3. Cross Access by Others to Adjacent Premises. Licensee understands that Licensor retains the right to enter into agreements with other parties for site access to use adjacent parts of the 7,000 runway. Licensee understands and agrees that such other parties, if any, will have access over the taxiway of the 7,000 runway at all times for purposes of ingress and egress to the adjacent parts of the 7,000 runway and Licensee shall not block, prevent, impede or impair the use of the taxiway of the 7,000 runway.

E. NOTIFICATION

Licensee shall notify Ken Testa, Chief Engineer Town of Riverhead at (631) 727-3200 ext 279 or David J. Hegermiller (631) 727-4500 ext 315 regarding access to the Site and subsequent vacating the Site.

F. REMEDIES OF THIRD PARTIES

No third party, except authorized subsidiaries, affiliates or assignees of National Grid shall have any rights to enforce the terms of this Agreement.

G. COMPLIANCE WITH THE LAWS

Licensee shall comply with and all applicable laws, ordinances, permits or zoning required by any Federal, State or municipal body or agency, for the use of the Site for the Approved Activities.

H. INDEMNIFICATION/INSURANCE

Licensee shall hereby release, hold harmless and indemnify the Licensor from any liability arising in connection the use of the Site as set forth in this Agreement. Licensor will be held harmless by Licensee and Licensee shall defend and indemnify from and against any and all claims, demands, payments, suits, actions, recoveries, judgments, costs and expenses, including, without limitation, attorney's fees in connection therewith, of every nature, including but not limited to claims for bodily injury or death, by any third party, and by or on behalf of the contractors, agents, servants or employees, arising out of or in connection with Licensee, its agents, servants or employees. Licensor will be held harmless by Licensee and Licensees agrees to defend and indemnify Licensor for property damage, including dame to the Site, unless the damages are caused by or are the result of the misconduct or negligence of Licensor or any of Licensor's agents, servants, employee's, licensees or invitees. Notwithstanding any provisions herein to the contrary, it is understood and agreed that all property kept, installed, stored or maintained in or upon the Site by Licensee will be installed, kept, stored or maintained at the risk of Licensee. Licensor will not be responsible for any loss or damage to equipment owned by Licensee which might result from tornadoes, lighting, wind stores or other Acts of God, provided, however, Licensor will be responsible for and agrees to hold Licensee harmless from any liability (including reimbursement or reasonable legal fees and all costs) for damages to any person or any property in or upon the Site arising out of the misconduct or negligence of Licensor or any of Licensor's agents, servants, employees, licenses or invitees. Except for willful misconduct, neither Licensor nor Licensees will in any event be liable in damages for each other's business loss, business interruption or other consequential damages of whatever kind or nature, regardless of the cause of the damages, and each party, and anyone claiming by or through them, expressly waives all claims for the damages. Prior to utilizing the Site, National Grid will furnish to Licensor a Certificate of Insurance and will include the Licensor as additional insured.

I. MAINTENANCE/RESTORATION

Licensee will be responsible for maintaining the Site in clean, orderly condition, good repair and in a secured condition throughout the term. Upon completion of the Approved Activities, National grid, at their expense, shall repair any damage to the Site or remit a mutually agreed upon cost, if any.

J. GOVERNING LAW

This Agreement shall be governed by the laws of the State of New York except for conflict of law issues.

K. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding between the Parties for the Approved Activities, and no amendments, additions, or modifications hereto shall be valid unless in writing and signed by all the Parties hereto.

L. BINDING EFFECT

This Agreement shall inure to the benefit of and shall be binding upon the parties and their respective successors and assigns.

M. ASSIGNMENT

It is expressly understood that no party may assign their rights, duties and/or obligations under this Agreement without the written consent of the other party.

N. SEVERABILITY

If any provision of the Agreement shall be declared to be unenforceable, the remaining provisions hereof shall remain in full force and effect.

M. COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be an original and which shall constitute the same instrument.

O. WAIVER

No delay or omission by either Party in the exercise of any right under this Agreement shall impair any such right or shall be taken, construed or considered as a waiver or relinquishment thereof, but any such right may be exercised from time to time and as often as may be deemed expedient. If any agreement or covenant herein shall be breached by either Party and thereafter waived by the other Party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

O. ARTICLE

The article headings and other titles used in this Agreement are for convenience only and shall not affect the construction of any terms of this Agreement

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives on the date first written above.

**Town of Riverhead
and the Town of Riverhead Community
Development Agency**

**National Grid Electric Services LLC, as
agent for and on behalf of Long Island
Lighting Company d/b/a LIPA**

By: _____
**Sean M. Walter, Supervisor &
Chairman**

By: _____

EXHIBIT "A"
[Description of site]

CALVERTON NATIONAL CEMETERY

MIDDLE COUNTRY ROAD (RTE 25)

NORTH ENTRANCE

LICENSE RUNWAY AREA
1,000 ft

SHARED ACCESS

ACTIVE RUNWAY

ABANDONED RUNWAY

VETERANS MEMORIAL PARK

DAVID CT

SCOTT AVE

JAN WAY

SCOTT AVE

HENRY PFIEFER COMMUNITY CENTER

GATE

GATE

SWAN POND RD (GRUMMAN BLVD)

LINE RD

BURMAN BLVD

RAILROAD SPUR



TOWN OF RIVERHEAD

200 HOWELL AVENUE

Riverhead, New York 11901

REVISIONS

no.	date	description
-	-	-

DATE:	12/1/2013
SCALE:	NOT TO SCALE
DESIGN BY:	RFK
DRAWN BY:	RJH

PROJECT TITLE

ENTERPRISE PARK at CALVERTON (EPCAL)
formerly known as GRUMMAN AEROSPACE

SHEET TITLE

LICENSED RUNWAY AREA and SHARED ACCESS

SHEET NUMBER

1 of 1

C:\admin\dwisp\altor\offices\kozakiewicz\lpa and kaysen_license_agreements.dwg

12.17.13
130840

ADOPTED

TOWN OF RIVERHEAD

Resolution # 840

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

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

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

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Supervisor is hereby authorized to execute the attached agreement authorizing the Town of Riverhead to accept funds in an amount not to exceed \$ 8,016.00 from Suffolk County Office for the Aging for the purpose of supplementing the budget of the Town's transportation assistance program; and be it further

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

Contract

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

Town of Riverhead (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 AAA Transportation Program (“the Services”) as set forth in Article I, entitled “Description of Services.”

Term of the Contract: April 1, 2013 through March 31, 2014; with an option, to be exercised at the County’s discretion, to September 30, 2014 on the same terms and conditions herein.

Service Levels: 9,070 Units of Transportation Service
280 Elderly Served

Total Cost of the Contract: Shall not exceed \$8,016.00, to be paid as set forth in Article V and Appendix I, attached.

Terms and Conditions: Shall be as set forth in Articles I through V, 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. 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
Director, Office for the Aging
Date _____

Date _____
Signature

Recommended:

By: _____
Michelle Belsky
Food Service Supervisor
Date _____

Approved as to Legality: _____

Dennis M. Brown
Suffolk County Attorney

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



0023341

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Article I
Description of Services

Town of Riverhead
AAA Transportation Program

Whereas, the Contractor has been identified in the 2013 Suffolk County Adopted Budget under the funding as listed on page one of the Contract to perform the Services for the Department; and

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

Whereas, the enhancement of the provision of transportation services 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 Contractor shall provide the following transportation services:

The Contractor may provide transportation other than to and from the nutrition sites on an as needed basis. This may include, but is not limited to, transportation to medical appointments, shopping, activities for socialization and other such activities scheduled as part of the Contractor's regular transportation program activities or by appointment. All transportation services shall be furnished using licensed drivers and insured and inspected vans and automobiles.

3. General Program Terms and Conditions

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

- a. Have, and maintain throughout the term of this Contract, an existing agreement to provide a service or services for the elderly in Suffolk County.
- b. Have an owned or contract vehicle available for the Services, either through purchase agreement or lease agreement.

4. Administration

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

- b. Program staff shall attend meetings and training as requested by the Department.

5. 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. 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 AAA Transportation Coordinator and shall be advised by the Contractor of the duties and compensation of all personnel assigned to the AAA Transportation Program.
- c. The provisions of this paragraph 5 are in addition to the provisions of Article IV, paragraph 12, subparagraph o.

6. 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.

7. Targeting and Outreach

- a. Targeting activities must be designed to identify individuals in the target populations who need services and to increase service delivery to the target population by linking targeted populations to, or providing them with, appropriate service. 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).
- b. The Contractor must give preference to providing services to older individuals with the greatest economic or social needs with particular attention to specifically identified targeted groups, (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)).
- c. The following four 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 150% 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).
- 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.
- 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 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 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, notetakers, 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, establish a telephonic interpretation service contract or similar community arrangement with a language interpretation services provider of their choice no later than ninety (90) days after the effective date of this contract. 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

a. Monthly Reports

Monthly reports must be submitted to the Department on a form prescribed by the Department. Monthly reports are due to the Department by the eighth (8th) day of the month following the month being reported. These reports shall contain, at a minimum, the following categories of information:

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

b. Electronic Reporting

- i. The Contractor shall maintain electronic records on all program participants using the most currently approved form provided by 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. Transportation units and unduplicated number of persons served must be entered electronically in SAMS 2000 or in subsequent County approved computer systems. All participant data must be entered completely by the twelfth (12th) of each month for the previous month's data.

10. Incident Reporting

The Contractor will report at least verbally to the Department, within twenty-four (24) hours any incidents involving all instances of claims, costs, damages, and injuries to persons or property of whatsoever kind arising out of services provided under this Contract. A written follow-up of such incidents shall be

sent to the Department within five (5) days of the occurrence. The Contractor further agrees to send the Department copies of all “notices of claim” relating to the program covered in this Contract.

11. Confidentiality

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

“This service has been provided with financial assistance, in whole or in part through a grant from the New York State Office for the Aging.”
- b. The provisions of this paragraph shall prevail over any conflicting provisions of Article III, paragraph 20.

13. Contributions

To inform each recipient of the service of the opportunity to make a completely voluntary, willing and anonymous contribution toward the cost of the service. Service may not be denied, however, if a person is unable or unwilling to make a contribution. The Contractor must maintain an audit trail of all incoming contributions and make monthly reports of any contributions received. Monthly contributions will be deducted from monthly expenditures to arrive at net reimbursement. 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. Services will not be denied because of inability or unwillingness to contribute. Any contribution you wish to make will be used to expand the program and will be greatly appreciated.

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 five (5) 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 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.

15. Monitoring

a. Program

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

b. Fiscal

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

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.

End of Article I

**Article IA
Grievance Procedures**

1. Purpose

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

2. Notifying Participants of the Right to File a Grievance

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

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

3. Grievance Process

a. Filing of grievances must follow the following process:
i. Participants must submit their grievances in writing to Aging’s Program Administrator.

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

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

b. Investigation and Response to Grievance:

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

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

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

and reason(s) for and facts relied on in the determination.

Response of the agency, and, if applicable, the notice to the grievant of the right to an appeal.

a. Appeal of Initial Response/Decision:

5. Confidentiality

i. The grievant may initiate a request for subsequent review by Aging’s Director within twenty (20) calendar days following receipt of notification by the Program Administrator of the decision.

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.

ii. Aging’s Director shall request copies of the initial file on the complaint in question. Aging’s Director will review the materials to ensure that pertinent policies and procedures have been applied and followed. If appropriate, Aging’s Director or his/her designee will meet with the older person to allow the grievant an opportunity to present information about the grievance.

iii. If the policies and procedures have been adhered to, Aging’s Director will not overturn the decision of the Program Administrator. If proper policies and procedures have not been applied, Aging reserves the right to overturn the decision. The subsequent review shall be completed within forty-five (45) days of receipt of the request by the older individual and the grievant will be notified in writing of the result of the subsequent review.

4. Record Keeping

Aging shall keep the records of the grievance and its handling for seven (7) years following the conclusion of the calendar year of the occurrence. The file shall contain, at a minimum, but not limited to the initial grievance, any investigative reports; any written response submitted by Aging or the service provider aging; any documents or other records submitted by any party; the written Initial

Article II
Definitions

1. Meanings of Terms

As used herein:

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

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

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

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

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

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

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

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

“Department” means the signatory department approving the Contract.

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

“Event of Default” means

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

process; or

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

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

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

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

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

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

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

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

“State” means the State of New York.

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

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

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

2. Elements of Interpretation

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

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

End of Text for Article II

**Article III
General Terms and Conditions**

I. Contractor Responsibilities

a. Duties and Obligations

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

b. Qualifications, Licenses, and Professional Standards

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

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 I(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 25 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.

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.
 - 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
 - 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.

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.

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

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.

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):

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.

- 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).

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. 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.

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.

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;

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:

v.) all executed forms required pursuant to Article IV of the Contract, that are required to be submitted by the Contractor; and

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

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 25 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

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

b. Patents

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

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. 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.

25. 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

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."

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.

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.

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.

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.

End of Text for Article IV

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

**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 24 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. The Contractor shall submit to the County the Budget Modification proposed revisions for either Budget or the Services. Such request must be made in advance of incurring any expenditure for which the revision is needed.

ii.) When the County and the Contractor agree as to such revisions, the Contractor shall execute the Budget Modification form. The Contractor shall return it to the County for execution.

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 Contractor shall execute the Budget/Services Revisions form. The Contractor shall return it to the County.

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

f. Taxes

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

g. Final Voucher

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

2. Subject to Appropriation of Funds

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

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

i.) determine how to pay for the Services;

ii.) determine future payments to the Contractor; and

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

c. The County may, during the Term, impose a

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

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

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

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

ii.) personnel rules and procedures;

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

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

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

4. Accounting Procedures

a. The Contractor shall maintain accounts, books, records, documents, other evidence, and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of the Contract, in accordance with generally accepted accounting principles and with rules, regulations and financial directives, as may be promulgated by the Suffolk County Department of Audit and Control and the Department. The Contractor shall permit inspection and audit of such accounts, books, records, documents and other evidence by the Department and the Suffolk County Comptroller, or their representatives, as often as, in their judgment, such inspection is deemed necessary. Such right of inspection and audit as set forth in subparagraph b. below shall exist during the Term and for a period of seven (7) years after expiration or termination of the Contract.

b. The Contractor shall retain all accounts, books, records, and other documents relevant to the Contract for seven (7) years after final payment is

made by the County. Federal, State, and/or County auditors and any persons duly authorized by the County shall have full access and the right to examine any of said materials during said period. Such access is granted notwithstanding any exemption from disclosure that may be claimed for those records which are subject to nondisclosure agreements, trade secrets and commercial information or financial information that is privileged or confidential.

- c. The Contractor shall utilize the accrual basis of accounting and will submit all financial reports and claims based on this method of accounting during the Term.

5. Audit of Financial Statements

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

- b. The provisions of this paragraph shall survive the expiration or termination of the Contract for a period of seven (7) years, and access to records shall be as set forth in paragraph 24 of Article III, and paragraph 4(b) of Article V.

6. Financial Statements and Audit Requirements

- a. Notwithstanding any other reporting or certification requirements of Federal, State, or local authorities, the Contractor shall obtain the services of an independent licensed public accountant or certified public accountant (the "Auditor") to audit its financial statements for each Contractor's "fiscal year" in which the Contractor has received, or will receive, three hundred thousand (\$300,000.00) dollars or more from the County, whether under the Contract or other agreements with the County, and shall submit a report to the County on the overall

financial condition and operations of the Contractor, including a balance sheet and statement of income and expenses, attested by the Auditor as fairly and accurately reflecting the accounting records of the Contractor in accordance with generally accepted accounting principles. The Contractor may solicit requests for proposals from a number of qualified accounting firms and review carefully the costs of, and qualifications for, this type of work before selecting the Auditor.

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

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

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

- d. In the event the Contractor is a not-for-profit organization or unit of local government and expends five hundred thousand (\$500,000.00) dollars or more of Federal 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.

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, which shall be attached as an exhibit to the Contract. If the Contract is amended during the Term, or if the County exercises its option right, the Contractor shall attach a then current Statement of Other Contracts.

10. Miscellaneous Fiscal Terms and Conditions

a. Limit of County’s Obligations

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

b. Duplicate Payment from Other Sources

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

c. Funding Identification

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

d. Outside Funding for Non-County Funded Activities

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

- i.) The County is not the Fund Source for the additional services;

- ii.) Sufficient funding is available for or can be generated by the Contractor to cover the cost incurred by the Contractor to provide these additional services; and
- iii.) If sufficient funding is not available or cannot be generated, the County shall not be held liable for any of the additional costs incurred by the Contractor in furnishing such additional services.
- iv.) Prior to scheduling any such additional services on County-owned property, the Contractor shall 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 Costs

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

Term of the Contract. The “Comptroller’s Rules and Regulations for Consultant’s Agreements” may be viewed online at the County’s website. Go to “Government,” then “Comptroller,” then “Consultant’s Agreements.”

l. Attendance at Conferences

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 and Executive Order No. 14-2007.

End of Article V

m. Salaries

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

n. Salary Increases

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

o. Contractor Vacancies

The County shall have the right of prior approval of the Contractor’s filling of any 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.

p. 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.

q. 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

**APPENDIX I
BUDGET**

**Town of Riverhead
AAA Transportations Program
April 1, 2013 – March 31, 2014**

<u>PERSONNEL</u>	<u>\$8,016</u>
Drivers	8,016
<u>NET REIMBURSEMENT</u>	<u>\$8,016</u>

Exhibits

- Exhibit 1** Public Disclosure **not applicable – see cover page**
- Exhibit 2** Living Wage
- Exhibit 3** Union Certification
- Exhibit 4** Lawful Hiring
- Exhibit 5** Certification Regarding Lobbying
- Exhibit 6** Legislative Designated Funding Applications; Budget
- Exhibit 7** Budget Modification Request
- Exhibit 8** Budget/Services Revisions Approval
- Exhibit 9** Standard Operating Procedure A-07 Amendment 1
and Executive Order 14-2007 or any successor order.
- Exhibit 10** Statement of Other Contracts

12.17.13
130841

TABLED

TOWN OF RIVERHEAD

Resolution # 841

**AUTHORIZES LEGAL ACTION AGAINST THE OWNERS, TENANTS,
OCCUPANTS AND MORTGAGEE OF THE PROPERTY LOCATED
AT 1350 MAIN ROAD, JAMESPORT, NEW YORK**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, the Town Board has determined that the property situated at 1350 Main Road, Jamesport, New York is being used and occupied in violation of various sections of the Code of the Town of Riverhead and the New York State Uniform Fire Prevention and Building Code;

NOWHEREFORE, BE IT HEREBY RESOLVED, that Robert F. Kozakiewicz, Town Attorney for the Town of Riverhead is authorized to institute legal action in the name of the Town of Riverhead against the owners, tenants, occupants and mortgagee of the structure situated at 1350 Main Road, Jamesport, New York in the Supreme Court of the State of New York to enjoin the illegal use, occupancy and/or maintenance of said property and the structure situated upon such; and be it further

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

THE VOTE

Giglio - ABSENT

Wooten Yes No

Gabrielsen - ABSTAIN

Dunleavy Yes No

Walter Yes No

The Resolution Was Duly Declared **TABLED**

12.17.13
130842

ADOPTED

TOWN OF RIVERHEAD

Resolution #842

**AUTHORIZES THE SUPERVISOR TO EXECUTE A LICENSE AGREEMENT
WITH BROADCAST MUSIC, INC. (BMI)**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, The Town of Riverhead plays pre-recorded music in the form of compact discs, digital video discs, cassettes, and other media in Town facilities and at Town events (e.g. the senior center, teen activities); and

WHEREAS, many of these works are protected by U.S. Copyright Law; and

WHEREAS, a municipality requires permission from the holders of such copyrights to use the works in a public forum; and

WHEREAS, Broadcast Music, Inc. (BMI) represents the holders of copyrights for over 8 million such works; and

WHEREAS, BMI offers a license granting permission to municipalities to play all of the works of copyright holders BMI represents; and

WHEREAS, the Town of Riverhead wishes to execute a license agreement with BMI for the right to play pre-recorded music represented by BMI for the period January 1, 2014 to December 31, 2014 in the amount of \$327.00.

NOW, THEREFORE, BE IT RESOLVED, that the Supervisor is hereby authorized to execute a license agreement with BMI for the right to play pre-recorded music represented by BMI in substantially the form annexed hereto; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to BMI, 10 Music Square East, Nashville, TN 37203; 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 ABSENT Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted



Music License for Local Governmental Entities

1. DEFINITIONS

- (a) LICENSEE shall include the named entity and any of its constituent bodies, departments, agencies or leagues.
- (b) Premises means buildings, hospitals, airports, zoos, museums, athletic facilities, and recreational facilities, including, but not limited to, community centers, parks, swimming pools, and skating rinks owned and/or operated by LICENSEE and any site which has been engaged by LICENSEE for use by LICENSEE.
- (c) Recorded Music means music which is performed at the Premises by means other than by live musicians who are performing at the Premises, including, but not limited to (1) compact disc, audio record or audio tape players (but not including "jukeboxes"); (2) videotape, videodisc or DVD players; (3) music performed as an accompaniment to karaoke; (4) the reception and communication at the premises of radio or television transmissions which originate outside the Premises, and which are not exempt under the Copyright Law; or (5) a music-on-hold telephone system operated by LICENSEE at the Premises.
- (d) Live Entertainment means music that is performed at the Premises by musicians, singers and/or other performers.
- (e) BMI Repertoire means all copyrighted musical compositions written and/or published by BMI affiliates or members of BMI-affiliated foreign performing rights societies, including compositions written or published during the Term of this Agreement and of which BMI has the right to license non-dramatic public performances.
- (f) Events and Functions means any activity conducted, sponsored, or presented by or under the auspices of LICENSEE. Except as set forth in Paragraph 2 (d) below, "Events" and "Functions" shall include, but are not limited to, aerobics and exercise classes, athletic events, dances and other social events, concerts, festivals, arts and crafts fairs, and parades held under the auspices of, or sponsored or promoted by, LICENSEE on the Premises.
- (g) Special Events means musical events, concerts, shows, pageants, sporting events, festivals, competitions, and other events of limited duration presented by LICENSEE for which the "Gross Revenue" (as defined in Schedule B) of such Special Event exceeds \$25,000.

2. BMI GRANT

- (a) BMI grants and LICENSEE accepts a non-exclusive license to perform, present or cause the live and/or recorded public performance on the "Premises" and at "Events" and "Functions", and not elsewhere or otherwise, non-dramatic renditions of the separate musical compositions in the "BMI Repertoire". The performances licensed under this Agreement may be by means of "Live Entertainment" or "Recorded Music".
- (b) This license does not authorize (1) the broadcasting, telecasting or transmission or retransmission by wire, internet, website or otherwise, of renditions of musical compositions in BMI's Repertoire to persons outside of the Premises, other than by means of a music-on-hold telephone system operated by LICENSEE at the Premises; and (2) performances by means of background music (such as *Muzak*) or other services delivered to the Premises. Nothing in this Paragraph shall be deemed to limit LICENSEE's right to transmit renditions of musical compositions in the BMI Repertoire to those who attend Events or Functions on the Premises by means of teleconferencing, videoconferencing or similar technology.
- (c) This license is limited to non-dramatic performances, and does not authorize any dramatic performances. For purposes of this Agreement, a dramatic performance shall include, but not be limited to, the following: (1) performance of a "dramatico-musical work" (as hereinafter defined) in its entirety; (2) performance of one or more musical compositions from a "dramatico-musical work" (as hereinafter defined) accompanied by dialogue, pantomime, dance, stage action, or visual representation of the work from which the music is taken; (3) performance of one or more musical compositions as part of a story or plot, whether accompanied or unaccompanied by dialogue, pantomime, dance, stage action, or visual representation; and (4) performance of a concert version of a "dramatico-musical work" (as hereinafter defined). The term "dramatico-musical work" as used in the Agreement, shall include, but not be limited to, a musical comedy, opera, play with music, revue, or ballet.
- (d) This license does not authorize performances: (1) at any convention, exposition, trade show, conference, congress, industrial show or similar activity presented by LICENSEE or on the Premises unless it is presented or sponsored solely by and under the auspices of LICENSEE, is presented entirely on LICENSEE's Premises, and is not open to the general public; (2) by or at colleges and universities; (3) at any professional sports events or game played on the Premises; (4) at any permanently situated theme or amusement park owned or operated by LICENSEE; (5) by any symphony or community orchestra; and (6) by means of a coin operated jukebox.

3. REVIEW OF STATEMENTS AND / OR ACCOUNTINGS

- (a) BMI shall have the right to require such reasonable data necessary in order to ascertain the Annual License Fee.
- (b) BMI shall have the right, by its authorized representatives, at any time during customary business hours, to examine the books and records of account of LICENSEE to such extent as may be necessary to verify the statements made hereunder. BMI shall consider all data and information coming to its attention as a result of any such examination of books and records as completely confidential.
- (c) BMI shall have the right to adjust LICENSEE's Annual License Fee based upon the most recently available revised population figures provided by the U. S. Census Department.

~~4. LATE PAYMENT AND SERVICE CHARGES~~

~~BMI may impose a late payment charge of one and one-half percent (1½%) per month, or the maximum rate permitted by law, whichever is less, from the date payment is due on any payment that is received by BMI more than thirty (30) days after the due date. BMI may impose a \$25.00 service charge for each unpaid check, draft or other means of payment LICENSEE submits to BMI.~~

5. BMI COMMITMENT TO CUSTOMER / INDEMNITY

So long as LICENSEE is not in default or breach of this Agreement, BMI agrees to indemnify, save harmless, and defend LICENSEE and its officers, and employees, from and against any and all claims, demands, or suits that may be made or brought against them with respect to the performance of any musical works which is licensed under this Agreement at the time of performance. LICENSEE agrees to give BMI immediate notice of any such claim, demand, or suit, to deliver to BMI any papers pertaining thereto, and to cooperate with BMI with respect thereto, and BMI shall have full charge of the defense of any such claim, demand, or suit.

6. BREACH OR DEFAULT / WAIVER

Upon any breach or default of the terms and conditions contained herein, BMI shall have the right to cancel this Agreement if such breach or default continues for thirty (30) days after LICENSEE's receipt of written notice thereof. The right to cancel granted to BMI shall be in addition to any and all other remedies which BMI may have. No waiver by BMI of full performance of this Agreement by LICENSEE in any one or more instances shall be deemed a waiver of the right to require full and complete performance of this Agreement hereafter or of the right to cancel this Agreement with the terms of this Paragraph.

7. CANCELLATION OF ENTIRE CATEGORY

BMI shall have the right to cancel the Agreement along with the simultaneous cancellation of the Agreements of all other licensees of the same class and category as LICENSEE, as of the end of any month during the Term, upon sixty (60) days advance written notice.

8. ASSIGNMENT

This license is not assignable or transferable by operation of law or otherwise. This license does not authorize LICENSEE to grant to others any right to perform publicly in any manner any of the musical compositions licensed under this Agreement, nor does it authorize any public performances at any of the Premises in any manner except as expressly herein provided.

9. ARBITRATION

All disputes of any kind, nature, or description arising in connection with the terms and conditions of this Agreement, except for matters within the jurisdiction of the BMI Rate Court, shall be submitted to the American Arbitration Association in the City, County, and State of New York, for arbitration under its then prevailing arbitration rules. The arbitrator(s) to be selected as follows: Each of the parties shall, by written notice to the other, have the right to appoint one arbitrator. If, within ten (10) days following the giving of such notice by one party, the other shall not, by written notice, appoint another arbitrator, the first arbitrator shall be the sole arbitrator. If two arbitrators are so

appointed, they shall appoint a third arbitrator. If ten (10) days elapse after the appointment of the second arbitrator and the two arbitrators are unable to agree upon a third arbitrator, then either party may, in writing, request the American Arbitration Association to appoint the third arbitrator. The award made in the arbitration shall be binding and conclusive on the parties and judgment may be, but not need be, entered in any court having jurisdiction. Such award shall include the fixing of the costs, expenses, and attorneys' fees of arbitration, which shall be borne by the unsuccessful party.

10. NOTICES

Any notice under this Agreement will be in writing and deemed given upon mailing when sent by ordinary first-class U.S. mail to the party intended, at its mailing address stated, or any other address which either party may designate. Any such notice sent to BMI shall be to the attention of the Vice President, Licensing Department at 10 Music Square East, Nashville, TN 37203. Any such notice sent to LICENSEE shall be to the attention of the person signing the Agreement on LICENSEE's behalf or such person as LICENSEE may advise BMI in writing.

11. MISCELLANEOUS

The fact that any provisions are found by a court of competent jurisdiction to be void or unenforceable will not affect the validity or enforceability of any other provisions. This Agreement constitutes the entire understanding between the parties and cannot be waived or added to or modified orally and no waiver, addition and modification shall be valid unless in writing and signed by both parties.

12. FEES

- (a) In consideration of the license granted herein, LICENSEE agrees to pay BMI a license fee which includes the total of the "Base License Fee" and any applicable "Special Events License Fees", all of which shall be calculated in accordance with the Rate Schedule on Page 3. For purposes of this Agreement,
- (i) "Base License Fee" means the annual fee due in accordance with Schedule A of the Rate Schedule and based on LICENSEE's population as established in the most recent published U.S. Census data. It does not include any fees due for Special Events.
 - (ii) "Special Events License Fees" means the amount due in accordance with Schedule B of the Rate Schedule when Special Events are presented by or on behalf of LICENSEE. It does not include any Base License Fee due.
 - (iii) LICENSEES who are legally organized as state municipal and/or county leagues or state associations of municipal and/or county attorneys shall be required to pay only the fee under the Schedule C of the Rate Schedule. Such leagues or associations are not subject to Schedule A or Schedule B of the Rate Schedule. Fees paid by such leagues or associations do not cover performances of the municipality, county, or other local government entity represented by the league or association. Schedule C fees are not applicable to municipal, county or other government entities.

2014 RATE SCHEDULE FOR LOCAL GOVERNMENTS

SCHEDULE A			
Check Population Range (√)	LICENSEE's Population	Base License Fee	Enter Fee Based Upon Population
<input checked="" type="checkbox"/>	1 - 50,000	\$327	\$327
<input type="checkbox"/>	50,001 - 75,000	\$651	
<input type="checkbox"/>	75,001 - 100,000	\$783	
<input type="checkbox"/>	100,001 - 125,000	\$1,043	
<input type="checkbox"/>	125,001 - 150,000	\$1,305	
<input type="checkbox"/>	150,001 - 200,000	\$1,696	
<input type="checkbox"/>	200,001 - 250,000	\$2,086	
<input type="checkbox"/>	250,001 - 300,000	\$2,479	
<input type="checkbox"/>	300,001 - 350,000	\$2,870	
<input type="checkbox"/>	350,001 - 400,000	\$3,263	
<input type="checkbox"/>	400,001 - 450,000	\$3,653	
<input type="checkbox"/>	450,001 - 500,000	\$4,045	
<input type="checkbox"/>	500,001 - plus	\$5,457 plus \$500 for every 100,000 population increment or portion thereof above 500,000 up to a maximum annual fee of \$65,219	
	If 500,001 or more, enter population _____		
		SCHEDULE A FEE	\$ 3327.00

SCHEDULE B Special Events Fee (to be reported 90 days after each event*, see Par. 13(d))	
The rate for Special Events shall be 1% of Gross Revenue.	
<ul style="list-style-type: none"> * "Special Events" means musical events, concerts, shows, pageants, sporting events, festivals, competitions, and other events of limited duration presented by LICENSEE for which the "Gross Revenue" of such Special Events exceeds \$25,000.00 * "Gross Revenue" means all monies received by LICENSEE or on LICENSEE's behalf from the sale of tickets for each Special Event. If there are no monies from the sale of tickets, "Gross Revenue" shall mean contributions from the sponsors or other payments received by LICENSEE for each Special Event. 	
SCHEDULE B FEE	<i>BMI will provide a report form to report your events*</i>

SCHEDULE C State Municipal and/or County Leagues or State Associations of Attorneys (to be completed if you are a State Municipal and/or County Leagues or State Associations of Attorneys)	
The annual license fee for LICENSEES who are legally organized as state municipal and/or county leagues, or state associations of municipal and/or county attorneys shall be \$327.00. No Special Events fee applies to LICENSEES qualifying under this schedule.	
SCHEDULE C FEE	\$

13. REPORTING

- (a) Upon the execution of this Agreement, LICENSEE shall submit:
 - (i) a report stating LICENSEE's population based on the most recent published U.S. Census data. The population set forth in the report shall be used to calculate the Base License Fee under this Agreement; and
 - (ii) a report containing the information set forth in Paragraph 13 (d) below for all Special Events that were presented between the effective date of this Agreement and the execution of this Agreement.
- (b) The Base License Fee for the first year of this Agreement and any license fees due for Special Events that were presented between the effective date of this Agreement and the execution of this Agreement shall be payable upon the execution of this Agreement.
- (c) Base License Fees for subsequent years shall be due and payable within 30 days of the renewal date of this Agreement and shall be accompanied by a statement confirming whether any Special Events were presented during the previous calendar year.
- (d) Ninety (90) days after the conclusion of each Special Event, LICENSEE shall submit to BMI payment for such Special Event and a report in printed or computer readable form stating:
 - (i) the date presented;
 - (ii) the name of the attraction(s) appearing;
 - (iii) the "Gross Revenue" of the event (as defined above);
 - (iv) the license fee due for each Special Event.

- (e) If LICENSEE presents, sponsors or promotes a Special Event that is reportable under Rate Schedule B with another person or entity licensed under a BMI License Agreement, LICENSEE shall indicate the name, address, phone number and BMI account number of the other person(s) or entity(ies) and the party responsible for payment for such Special Event. If the other party is not licensed by BMI, LICENSEE shall pay the license fee due hereunder, notwithstanding any agreement to the contrary between LICENSEE and the other party.
- (f) LICENSEE agrees to furnish to BMI, where available, copies of all programs of musical works performed, which are prepared for distribution to the audience or for the use or information of LICENSEE or any department thereof. The programs shall include all enclosures to the extent possible. LICENSEE shall be under no obligation to furnish programs when they have not been otherwise prepared.

14. RATE ADJUSTMENTS / LICENSE FEE FOR YEAR 2015 AND THEREAFTER

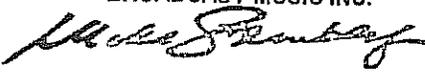
For each calendar year commencing 2015, all dollar figures set forth in Schedules A, B and C (except the \$500 add-on for populations of 500,001 or more) shall be the license fee for the preceding calendar year, adjusted in accordance with any percentage increase in the Consumer Price Index - All Urban Consumers (CPI-U) between the preceding October and the next preceding October, rounded to the nearest dollar. Any additional license fees due resulting from the CPI adjustment shall be payable upon billing by BMI.

15. TERM OF AGREEMENT

This Agreement shall be for an initial Term of one (1) year, commencing January 1, 2014, which shall be considered the effective date of this Agreement, and continuing thereafter for additional terms of one (1) year each. Either party may give notice of termination to the other no later than thirty (30) days prior to the end of the initial or any renewal term. If such notice is given, the Agreement shall terminate on the last day of the Term in which notice is given.

AGREEMENT

AGREEMENT, made at New York, N.Y. on (Date will be entered by BMI upon execution) _____ between BROADCAST MUSIC, INC., a State of New York corporation with its principal offices at 7 World Trade Center, 250 Greenwich Street, New York, N.Y. 10007-0030 (hereinafter "BMI") and the legal or trade name described below and referred to hereafter as "LICENSEE" (the "Agreement"). This Agreement includes all of the terms and conditions set forth herein.

LEGAL NAME Town of Riverhead <small>(Name of Corporation, Partnership, or Individual Owner)</small>		LICENSED PREMISES (All locations are licensed by LICENSEE)	
TRADE NAME Town of Riverhead Town Hall <small>(Doing business under the name of)</small>		<small>(Street Address)</small>	
PLEASE CHECK APPROPRIATE BOX <input type="checkbox"/> Individual Ownership <input type="checkbox"/> LLC <input type="checkbox"/> Corporation <input type="checkbox"/> LLP <input type="checkbox"/> Partnership <small>(State of Incorporation, if different from Licensed Premises)</small> <input checked="" type="checkbox"/> Other <u>Municipal Corporation</u> <small>(Enter names of partners)</small>		<small>(City) (State) (Zip)</small>	
		<small>(Telephone Number) (Fax Number)</small>	
		<small>(Contact Name) (Title)</small>	
		<small>(Email Address) (Web Address)</small>	
Federal Tax ID No. _____		MAILING ADDRESS (If different from Licensed Premises)	
GOVERNMENT ENTITIES <small>(if applicable, please check one)</small>		200 Howell Ave <small>(Street Address)</small>	
<input type="checkbox"/> Federal <input type="checkbox"/> State _____ <small>(State)</small>		Riverhead NY 11901 <small>(City) (State) (Zip)</small>	
<input checked="" type="checkbox"/> Local <u>Riverhead, NY 11901</u> <small>(Municipality and State)</small>		(631) 727-3200 (631) 727-6152 <small>(Telephone Number) (Fax Number)</small>	
TO BE COMPLETED BY LICENSEE By signing this Agreement you represent that you have the authority to bind LICENSEE and that you have read, understood and agree to all of the terms and conditions herein. (SIGN HERE - PLEASE INCLUDE PAYMENT)		FOR ADMINISTRATIVE USE ONLY TO BE COMPLETED BY BMI BROADCAST MUSIC INC.  Mike Steinfeld Senior Vice President, Licensing	
Signature <u>Sean M. Walter, Supervisor</u>			
Print Name / Title fagan@townofriverheadny.gov			
Signatory Email Address* <small>(if different from above)</small>			
*In order to receive a copy of your executed Agreement, please provide the email address of the Signatory.		FOR BMI USE ONLY	
PLEASE RETURN THIS ENTIRE SIGNED LICENSE AGREEMENT TO: BMI, 10 MUSIC SQUARE E., NASHVILLE, TN 37203		1528101	1528101
		ACCOUNT NO.	COID
			LGE
			LI-2011/DEC
			EFFECTIVE: January 2012



* BMI and the music stand symbol are registered trademarks of Broadcast Music, Inc.

12.17.13
130843

ADOPTED

TOWN OF RIVERHEAD

Resolution # 843

AUTHORIZES THE SUPERVISOR TO ACT ON BEHALF OF THE TOWN OF RIVERHEAD AND THE COMMUNITY DEVELOPMENT AGENCY REGARDING A SITE ACCESS AGREEMENT WITH KEYSpan GAS EAST CORPORATION D/B/A NATIONAL GRID TO USE PROPERTY AT EPCAL TO STORE VEHICLES AND EQUIPMENT TO RESPOND TO POWER OUTAGES

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, by Resolution #653, adopted on September 1, 2011, the Town Board of the Town of Riverhead ratified the execution of a site access agreement with LIPA and National Grid to use part of the EPCAL property for storage of trucks and equipment to respond to outages and assess damage resulting from Hurricane Irene; and

WHEREAS, by Resolution #13, adopted on September 1, 2012, the Town Board, acting as the governing body of the Town of Riverhead Community Development Agency (CDA) ratified the execution of a site access agreement with LIPA and National Grid to use part of the EPCAL property for storage of trucks and equipment to respond to outages and assess damage resulting from Hurricane Irene; and

WHEREAS, by Resolution # 705, adopted on September 5, 2012, the Town Board, acting in both capacities authorized the Supervisor in his capacity as Supervisor and Chairman to sign another site access agreement with LIPA and National Grid for use of a portion of the EPCAL property to store vehicles and equipment to respond to power outage and to assess damage in the event of future hurricanes or weather emergencies; and

WHEREAS, KeySpan Gas East Corporation d/b/a National Grid has requested that a new site access agreement be entered with that public utility in accordance with Site Access Agreement attached; and

WHEREAS, the Town and CDA does wish to enter into the new Site Access Agreement in substantially the form attached.

NOW, THEREFORE BE IT RESOLVED, that the Town Board, in such capacity as well as the governing body of the CDA, be and hereby authorizes the Supervisor, in his capacity as Supervisor and as Chairman of the CDA to execute the attached Site Access Agreement with KeySpan Gas East Corporation d/b/a National Grid; and be it

TA\EPCAL\Site Access Agreement with

further

RESOLVED, that the Town Clerk is hereby directed to forward a certified copy of this resolution to the Office of the Town Attorney, the Office of Accounting and to Teresa Mauro, c/o National Grid, 175 East Old Country Road, Hicksville, New York 11801.

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

SITE ACCESS AGREEMENT

This Site Access Agreement (the "Agreement"), made this ____ day of _____, 2013, by and between **Community Development for the Town of Riverhead and the Town of Riverhead** (hereinafter referred to as "Riverhead" or "Licensor") a New York corporation, duly organized under the laws of the State of New York, with principal offices at 200 Howell Avenue, Riverhead, New York 11901 and **National Grid Electric Services, LLC ("National Grid")**, with principal offices at 175 East Old Country Road, Hicksville, New York 11801, as agent for and on behalf of **Long Island Lighting Company d/b/a LIPA ("LIPA")** and the Long Island Power Authority ("the Authority") ("Licensee"), Licensor and/or Licensee are referred to herein individually as "Party" and collectively as the "Parties"

A. GENERAL-APPROVED ACTIVITIES: Licensee, their employees, agents, contractors and subcontractors may access the Henry Pfeifer Community Center for use of conference room, kitchen, and restrooms and 1000 feet of the north end of the 7000' runway for the purpose of parking vehicles/equipment (the "Approved Activities") all located on and within property owned by Riverhead commonly referred to as EPCAL during any: (i) forecasted and/or projected weather related events with potential to effect interruptions in gas service or potential to affect the health, safety and welfare of residents and all such residents within the County of Suffolk (ii) at all such times wherein there exist a declared federal, state or local emergency affecting the health, safety and welfare of the residents of the Town of Riverhead and all such residents within the County of Suffolk. And (iii) at such other times as may be required to address major outages (interruptions of gas service affecting a significant portion of residents and business located on the east end of Long Island Suffolk County, New York) and/or hazards which may potentially cause major outages or place at risk the health safety and welfare of the residents and business located on the east end of the Long Island, Suffolk County, New York.

B. TERMS OF ACCESS

The Approved Activities on the site are granted from the date first written above until terminated by either party upon thirty (30) days prior written notice to the other party. All notices which are required or permitted under this Agreement shall be in writing and shall be deemed to have been given if delivered in person or sent registered or certified mail, addressed as follows:

** Need to insert Parties for service of notice.*

C. INGRESS AND EGRESS TO SITE

Licensee, their employees, agents, contractors and subcontractors may access the Site from the North gate (State Route 25) or Grumman Boulevard.

D. AUTHORIZATION

Riverhead warrants and represents that they are authorized to enter into this Site Access Agreement

In consideration of the mutual promises and agreements herein contained, the Parties agree as follows:

1. Limited Scope. This Agreement does not provide Site access other than to Licensee, its agents, employees, invitees and/or contractors/subcontractors specifically authorized by Licensor to engage in the Approved Activities.

2. Access by Licensor Representatives. Licensor may at all times have access to the Site for the purpose of reviewing the Approved Activities hereunder and inspecting, maintaining and repairing its facilities located on such Site.

3. Access by Insurance Auto Auctions Corp. (IAA). Licensee's *

E. NOTIFICATION

National Grid shall notify Ken Testa, Chief Engineer Town of Riverhead at (631) 727-3200 ext 279 or David J. Hegermiller (631) 727-4500 ext 315 regarding access to the Site and subsequent vacating the Site.

F. REMEDIES

OF Third parties. No third party, except authorized subsidiaries, affiliates or assignees of National Grid shall have any rights to enforce the terms of this Agreement.

G. COMPLIANCE WITH THE LAWS

National Grid shall comply with and all applicable laws, ordinances, permits or zoning required by any Federal, State or municipal body or agency, for the use of the Site for the Approved Activities.

H. INDEMNIFICATION/INSURANCE

National Grid shall hereby release, hold harmless and indemnify the Licensor from any liability arising in connection the use of the Site as set forth in this Agreement. Licensor will be held harmless by Licensee and Licensee shall defend and indemnify from and against any and all claims, demands, payments, suits, actions, recoveries, judgments, costs and expenses, including, without limitation, attorney's fees in connection therewith, of every nature, including but not limited to claims for bodily injury or death, by any third party, and by or on behalf of the contractors, agents, servants or employees, arising out of or in connection with Licensee, its agents, servants or employees. Licensor will be held harmless by Licensee and Licensees agrees to defend and indemnify Licensor for property damage, including damage to the Site, unless the damages are caused by or are the result of the misconduct or negligence of Licensor or any of Licensor's agents, servants, employee's, licensees or invitees. Notwithstanding any provisions herein to the contrary, it is understood and agreed that all property kept, installed, stored or maintained in or upon the Site by Licensee will be installed, kept, stored or maintained at the risk of Licensee. Licensor will not be responsible for any loss or damage to equipment owned by Licensee which might result from tornadoes, lightning, wind stores or other Acts of

2
site access is subject to cross access by IAA. *
In the event IAA exercises rights to use of the inactive runway and taxiway adjacent to site access granted to Licensee, the parties agree IAA shall at all

times have ^{cross} access hereto

God, provided, however, Licensor will be responsible for and agrees to hold Licensee harmless from any liability (including reimbursement or reasonable legal fees and all costs) for damages to any person or any property in or upon the Site arising out of the misconduct or negligence of Licensor or any of Licensor's agents, servants, employees, licenses or invitees. Except for willful misconduct, neither Licensor nor Licensees will in any event be liable in damages for each other's business loss, business interruption or other consequential damages of whatever kind or nature, regardless of the cause of the damages, and each party, and anyone claiming by or through them, expressly waives all claims for the damages. Prior to utilizing the Site, Licensee will furnish to Licensor a Certificate of Insurance and will include the Licensor as additional insured.

I. MAINTENANCE/RESTORATION

Licensee will be responsible for maintaining the Site in clean, orderly condition, good repair and in a secured condition throughout the term. Upon completion of the Approved Activities, Licensee, at their expense, shall repair any damage to the Site or remit a mutually agreed upon cost, if any.

J. GOVERNING LAW

This Agreement shall be governed by the laws of the State of New York except for conflict of law issues.

K. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding between the Parties for the Approved Activities, and no amendments, additions, or modifications hereto shall be valid unless in writing and signed by all the Parties hereto.

L. BINDING EFFECT

This Agreement shall inure to the benefit of and shall be binding upon the parties and their respective successors and assigns.

M. ASSIGNMENT

It is expressly understood that no party may assign their rights, duties and/or obligations under this Agreement without the written consent of the other party.

N. SEVERABILITY

If any provision of the Agreement shall be declared to be unenforceable, the remaining provisions hereof shall remain in full force and effect.

↓ M. COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be an original and which shall constitute the same instrument.

O. WAIVER

No delay or omission by either Party in the exercise of any right under this Agreement shall impair any such right or shall be taken, construed or considered as a waiver or relinquishment thereof, but any such right may be exercised from time to time and as often as may be deemed expedient. If any agreement or covenant herein shall be breached by either Party and thereafter waived by the other Party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

O. ARTICLE

The article headings and other titles used in this Agreement are for convenience only and shall not affect the construction of any terms of this Agreement

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives on the date first written above.

Town of Riverhead

~~Community Development for the Town of Riverhead~~ and the Town of Riverhead

National Grid Electric Services LLC, as agent for and on behalf of Long Island Lighting Company d/b/a LIPA

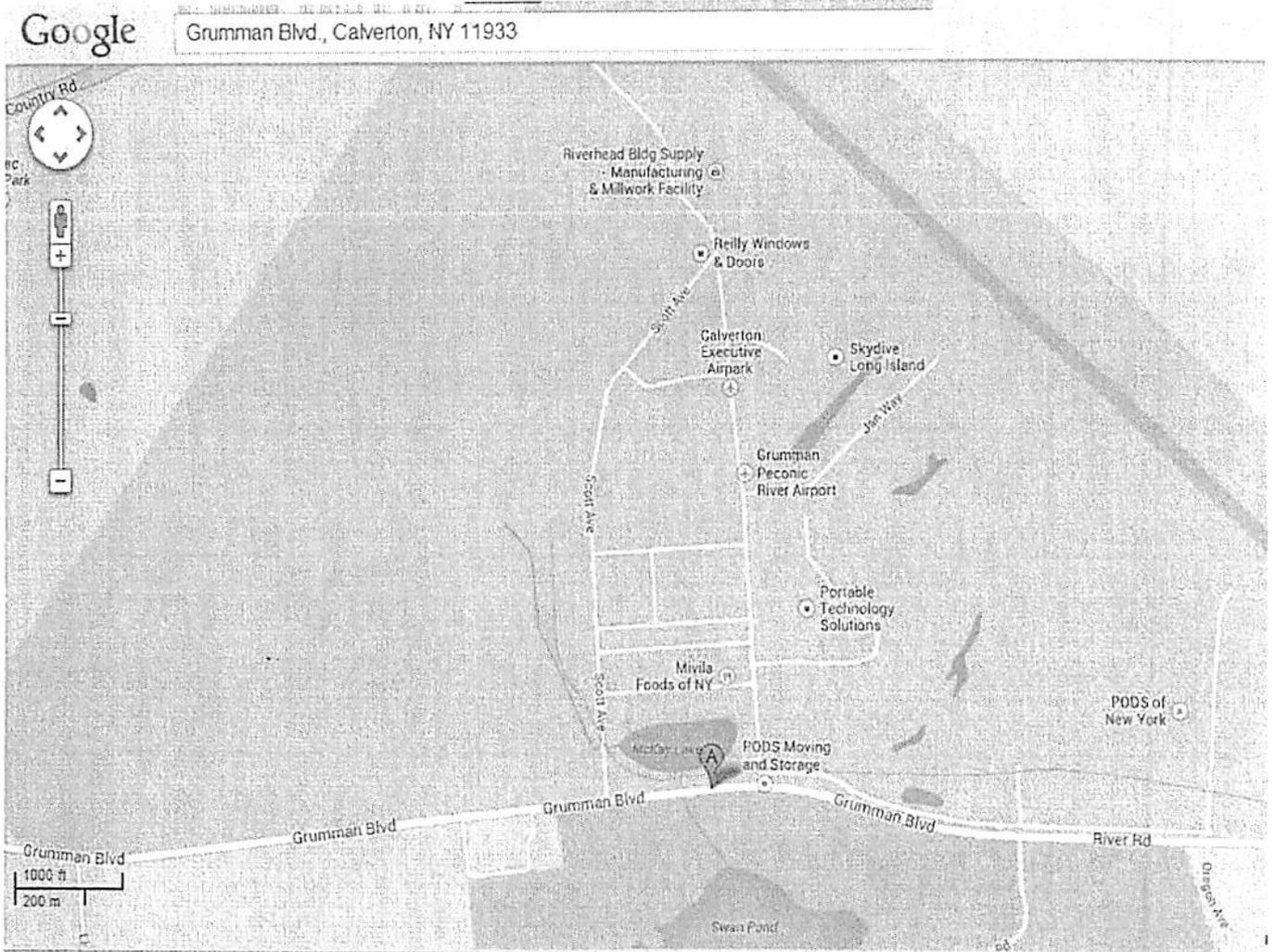
By: _____
Title: Supervisor

By: _____
Title: Senior Vice President

*Town of Riverhead
Community Development Agency*

*By: _____
Title: Chairman*

EXHIBIT "A"
[Description of site]



CALVERTON NATIONAL CEMETERY

MIDDLE COUNTRY ROAD (RTE 25)

NORTH ENTRANCE

LICENSE RUNWAY AREA
1,000 ft

SHARED ACCESS

ACTIVE RUNWAY

ABANDONED RUNWAY

VETERANS MEMORIAL PARK

DAVID CT

SCOTT AVE

IAN WAY

SCOTT AVE

HENRY PFIEFER COMMUNITY CENTER

GATE

GATE

SWAN POND RD (GRUMMAN BLVD)

LINE RD

BURMAN BLVD

RAILROAD SPUR



TOWN OF RIVERHEAD

200 HOWELL AVENUE

Riverhead, New York 11901

REVISIONS

no.	date	description
-	-	-

DATE:	12/1/2013
SCALE:	NOT TO SCALE
DESIGN BY:	RFK
DRAWN BY:	RJH

PROJECT TITLE

ENTERPRISE PARK at CALVERTON (EPCAL)
formerly known as GRUMMAN AEROSPACE

SHEET TITLE

LICENSED RUNWAY AREA and SHARED ACCESS

SHEET NUMBER

1 of 1

C:\admin\dwisp\altomae\offices\kozakiewicz\lpa and kaysen_license_agreements.dwg

TOWN OF RIVERHEAD

Resolution # 844

**AUTHORIZES THE RELEASE OF ONE-YEAR MAINTENANCE SECURITY OF
BIRCHWOOD AT WADING RIVER, LLC IN CONNECTION WITH THE SUBDIVISION
ENTITLED, "BIRCHWOOD AT WADING RIVER – SECTION 4"**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, by Resolution #327 adopted on May 1, 2012, the Riverhead Town Board accepted the dedication of a road named "Canterbury Drive" in the subdivision entitled, "Birchwood at Wading River – Section 4", located in Wading River, New York, further described as Suffolk County Tax Map #0600-115-1-10.83; and

WHEREAS, in accordance with the aforementioned resolution, Birchwood at Wading River, LLC posted cash security in the amount of Ninety Thousand Six Hundred Sixty-Five Dollars and Seventy-Five Cents (\$90,665.75) representing a one-year maintenance security; and

WHEREAS, pursuant to electronic transmissions dated November 6, 2013 and November 18, 2013, from the Riverhead Highway Department and the Riverhead Water District respectively, it has been determined that the road and improvements are in satisfactory condition.

NOW THEREFORE BE IT RESOLVED, the Town Board of the Town of Riverhead hereby authorizes the release of the cash security in the amount of \$90,665.75 representing the one-year maintenance security posted in connection with the subdivision entitled, "Birchwood at Wading River – Section 4"; and be it further

RESOLVED, that the Town Attorney's Office is hereby authorized to facilitate the refund of the aforementioned maintenance security; and be it further

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to Peter S. Danowski, Jr., Esq., 616 Roanoke Avenue, 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.

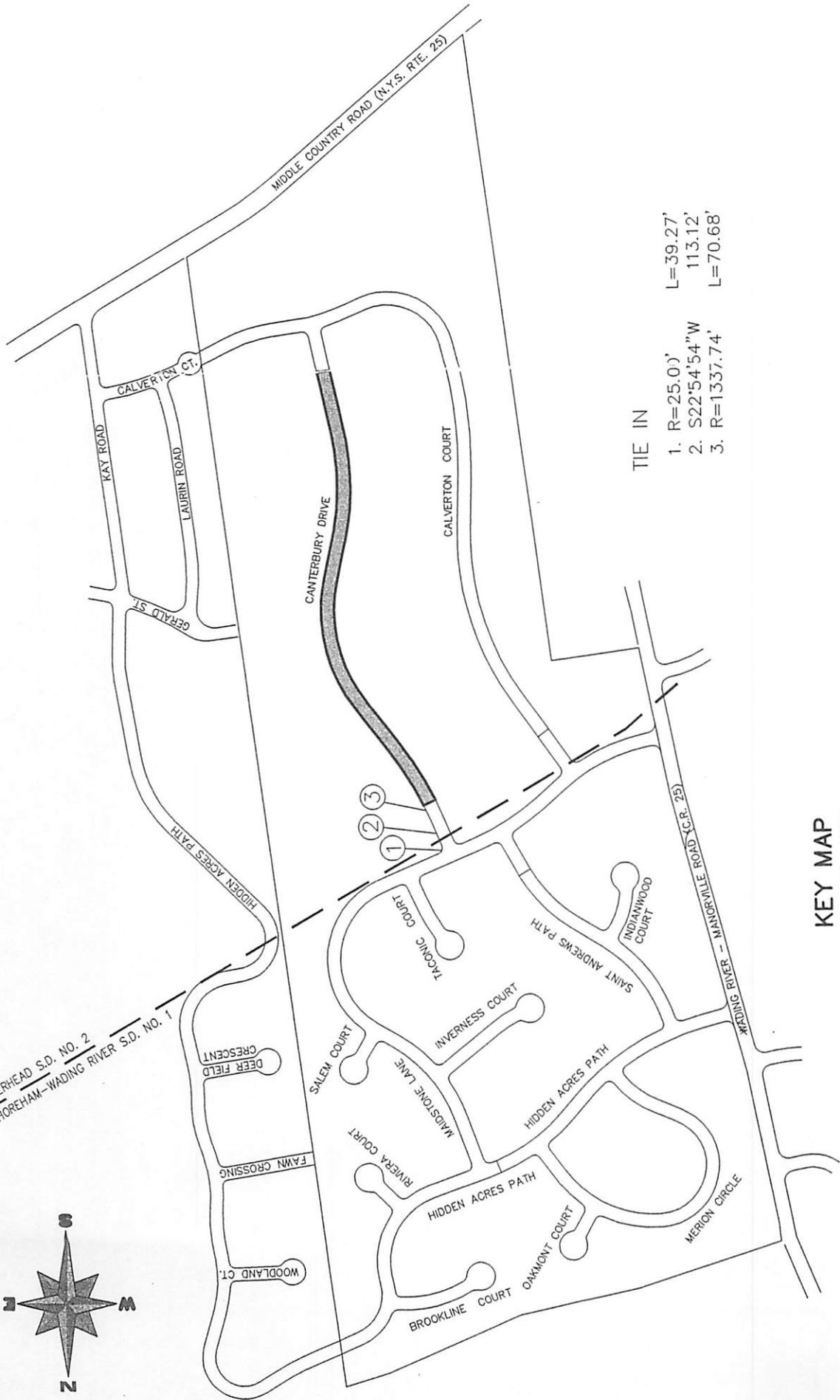
THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted



RIVERHEAD S.D. NO. 2
SHOREHAM-WADING RIVER S.D. NO. 1



TIE IN
1. R=25.0' L=39.27'
2. S22°54'54"W 113.12'
3. R=1337.74' L=70.68'

KEY MAP
SCALE 1" = 600'

12.17.13
130845

ADOPTED

TOWN OF RIVERHEAD

Resolution # 845

**DECLARES CERTAIN 1985 FORD 555A BACKHOE LOADER TRACTOR
TO BE OBSOLETE/SURPLUS PROPERTY AND AUTHORIZES TOWN CLERK
TO PUBLISH ADVERTISEMENT FOR SALE OF 1985 FORD 555A
BACKHOE LOADER TRACTOR**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, the Town of Riverhead Sewer District is the owner of a 1985 Ford 555A Backhoe Loader Tractor; and

WHEREAS, the 1985 Ford 555A Backhoe Loader Tractor is non-operational outdated and no longer useful to the Town of Riverhead Sewer District; and

WHEREAS, the Town of Riverhead Sewer District seeks to declare this item obsolete/surplus property and dispose of this property by sale/auction; and

WHEREAS, the Town of Riverhead Procurement Policy, which was amended by Resolution #198 adopted by the Town Board on March 15, 2011, authorizes the Town to dispose of personal property; and

WHEREAS, pursuant to Guideline 8 of the Town's Procurement Policy the Town is authorized to dispose of surplus/obsolete property based upon an evaluation by the Town Financial Administrator, with the assistance of the department head, regarding estimated surplus value and, thereafter, recommendation of Financial Administrator to the Town Board regarding disposal or sale; and

WHEREAS, the Sewer District Superintendent and the Financial Administrator agree that the item be deemed obsolete and the Sewer District offer the 1985 Ford 555A Backhoe Loader Tractor for sale "As IS" by competitive bid; and

NOW, THEREFORE, BE IT RESOLVED, that the Town Board, acting as governing body of the Town of Riverhead Sewer District, hereby declares the 1985 Ford 555A Backhoe Loader Tractor to be surplus/obsolete property; and be it further

RESOLVED, that the Town Clerk is hereby authorized to publish and post the following public notice in the January 2, 2014 issue of the News-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 certified copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD
NOTICE TO BIDDERS**

Sealed bids for **SALE OF 1985 FORD 555A BACKHOE LOADER TRACTOR “AS IS” CONDITION** will be received by the Town Clerk of the Town of Riverhead at Town Hall, 200 Howell Avenue, Riverhead, New York until **11:00 a.m. on January 9, 2014** at which time they will be publicly opened and read aloud.

Bid specifications may be examined and/or obtained beginning **January 2, 2014** at the Office of the Town Clerk between the hours of 8:30 am and 4:30 pm weekdays, except holidays, or by visiting the Town of Riverhead website at www.townofriverheadny.gov and click on Bid Requests.

Any and all exceptions to the specifications must be listed on the sheet provided in the Bid Specification at “**Exceptions to 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.

Each proposal must be submitted on the form provided and must be in a sealed envelope clearly marked “**SALE OF 1985 FORD 555A BACKHOE LOADER TRACTOR “AS IS” CONDITION**”. The Town may decline to accept, deem untimely, and/or reject any bid response/proposal that is not delivered to the Office of the Town Clerk by the date and time so specified.

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD

Diane M. Wilhelm, Town Clerk

12.17.13
130846

ADOPTED

TOWN OF RIVERHEAD

Resolution #846

**DISCONTINUANCE AND ABANDONMENT OF A SECTION OF THE CUL DE SAC
OF THE ROADWAY KNOWN AS "THE PRESERVE" PURSUANT
TO HIGHWAY LAW §207**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Town Superintendent of Highways received a request from the owner of property described as SCTM #0600-80-00-01.00-004.018 to discontinue the portion of the cul-de-sac (which was formerly the terminus of the roadway) located in front of their property; and

WHEREAS, the above described portion of the cul-de-sac of the roadway known as "The Preserve" (curbing and pavement) had been demolished and removed as part of subdivision known as "Subdivision Map of Mastro Realty" and the area was regraded and returned to its natural state and, hence, not maintained by the Town Highway Superintendent; and

WHEREAS, the Town Superintendent of Highways inspected the former roadway (now dirt and fallow) and determined that said portion of the roadway set forth in the metes and bounds description and more fully described in the Certificate of Discontinuance and Abandonment is unnecessary for highway purposes; and

WHEREAS, the, Town Superintendent of Highways notified all interested property owners of the intention to discontinue and abandon a portion of the cul-de-sac of The Preserve pursuant to Highway Law §207; and

WHEREAS, no person or corporation notified filed objection to the discontinuance or abandonment of the portion of the cul-de-sac of The Preserve described in the Certificate of Discontinuance and Abandonment.

NOW, THEREFORE BE IT RESOLVED, that the portion of the cul-de-sac of The Preserve described in the Certificate of Discontinuance and Abandonment is declared to be and is hereby discontinued and abandoned; and be it further

RESOLVED, that the Town Clerk is hereby directed to file and record the Certificate of Discontinuance and Abandonment together with the metes and bounds description and survey prepared by The Raynor Group, P.E. and L.S. PLLC, describing the portion of The Preserve to be discontinued and abandoned in the Office of the Town

Clerk pursuant to Highway Law §208, and forward a copy of this resolution to the Superintendent of Highways, John and Mary Boynton, 105 The Preserve, Calverton, New York 11933 and the Office of the Office of the Town Attorney.

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

12.17.13
130847

ADOPTED

TOWN OF RIVERHEAD

Resolution # 847

APPROVES CHAPTER 90 APPLICATION OF EAST END TOURISM ALLIANCE
("Paddle Battle" Water Race – July 27, 2014)

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, on December 2, 2013, East End Tourism Alliance (hereinafter referred to as "EETA") submitted a Chapter 90 Application for the purpose of conducting a canoe, kayak and stand up paddle board race entitled "Paddle Battle" on the Peconic River at the Peconic Riverfront, Riverhead, to be held on Saturday, July 26, 2014, having a rain date of Sunday, July 27, 2014, between the hours of 6:00 a.m. and 4:00 p.m.; and

WHEREAS, EETA has completed and filed a Short Environmental Assessment Form in accordance with 6 NYCRR 61; 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, EETA 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 Town Attorney 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 EETA for the purpose of conducting a canoe, kayak and stand up paddle board race entitled "Paddle Battle" on the Peconic River at the Peconic Riverfront, Riverhead, to be held on Saturday, July 26, 2014, having a rain date of Sunday, July 27, 2014, between the hours of 6:00 a.m. and 4:00 p.m. is hereby approved; and be it further

RESOLVED, that this approval is subject to Riverhead Town Code Chapter 108-56 entitled, "Signs" and any other section of the Town Code that may pertain to this event; 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 due to the applicant's not-for-profit status, the Town Board of the Town of Riverhead hereby waives the Chapter 90 Application Fee; and be it further

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to East End Tourism Alliance, 431 E. Main Street, Riverhead, New York, 11901, Attn: Bryan DeLuca; 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 ABSENT Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

12.17.13
130848

ADOPTED

TOWN OF RIVERHEAD

Resolution # 848

OFFERS SUPPORT TO NEW YORK STATE LEGISLATURE FOR AN ACT TO AMEND THE ENVIRONMENTAL CONSERVATION LAW IN RELATION TO AUTHORIZING THE TOWNS OF EAST HAMPTON, RIVERHEAD, SHELTER ISLAND, SOUTHOLD, AND SOUTHAMPTON IN THE COUNTY OF SUFFOLK TO ADOPT LOCAL LAWS IN CERTAIN CASES RELATED TO THE TAKING OF WILD DEER; AND PROVIDING FOR THE REPEAL OF SUCH PROVISIONS UPON EXPIRATION THEREOF (SENATE BILL #S. 4419—ASSEMBLY BILL #A. 6428)

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, legislation was introduced in the New York State Senate and Assembly for an Act to amend the Environmental Conservation Law in relation to authorizing the Towns of East Hampton, Riverhead, Shelter Island, Southold, and Southampton to adopt local laws related to the taking of wild deer due to the uncontrolled increase in deer population which threatens public health, public safety, personal property, and the environment; and

WHEREAS, a Home Rule Request was received by the Town of Riverhead seeking support of an Act to amend the Environmental Conservation Law in relation to authorizing the Towns of East Hampton, Riverhead, Shelter Island, Southold, and Southampton to adopt local laws related to the taking of wild deer; and

WHEREAS, the legislation will give local towns on eastern Long Island increased authority to implement the state and local deer management plan goal of reducing deer populations by providing increased hunting opportunities where local conditions allow.

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby supports the efforts of the New York State Legislature for an Act to amend the Environmental Conservation Law in relation to authorizing the Towns of East Hampton, Riverhead, Shelter Island, Southold, and Southampton to adopt local laws in certain cases related to the taking of wild deer; and providing for the repeal of such provisions upon expiration thereof; and be it further

RESOLVED, that the Town Board authorizes the Supervisor to execute a Home Rule Request supporting this proposed State legislation; and be it further

RESOLVED, that the Town Clerk be and is hereby directed to forward a certified copy of this resolution to Senator Kenneth P. LaValle, 325 Middle Country Road, Suite

4, Selden, New York 11784, Assemblyman Fred W. Thiele, Jr., 2302 Main Street, P.O. Box 3062, Bridgehampton, New York 11932, and the Office of the Town Attorney; 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 ABSENT Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

12.17.13
130849

ADOPTED

TOWN OF RIVERHEAD

Resolution #849

**DISCONTINUANCE AND ABANDONMENT OF 100' OF THE TERMINUS OF
MARINE STREET PURSUANT TO HIGHWAY LAW §207**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, the Town Superintendent of Highways received a request from the owner of property described as SCTM #0600-13-2-21 to discontinue the portion of Marine Street located on the west side of Eight Bells Road extending for a distance of approximately 100' to the terminus of the road; and

WHEREAS, the above described portion of Marine Street has not been improved or maintained by the Town of Riverhead, wherein that portion of Marine Street is dirt and fallow field; and

WHEREAS, the Town Superintendent of Highways inspected said roadway and determined that said portion of the roadway set forth in the metes and bounds description and more fully described in the Certificate of Discontinuance and Abandonment is unnecessary for highway purposes; and

WHEREAS, the, Town Superintendent of Highways notified all interested property Owners of the intention to discontinue and abandon a portion of Marine Street pursuant to Highway Law §207; and

WHEREAS, no person or corporation notified filed objection to the discontinuance or abandonment of the portion of Marine Street described in the Certificate of Discontinuance and Abandonment.

NOW, THEREFORE BE IT RESOLVED that the portion of Marine Street described in the Certificate of Discontinuance and Abandonment is declared to be and is hereby discontinued and abandoned; and be it further

RESOLVED that the Town Board is required to transfer title to adjacent property owners, by quitclaim deed, of the discontinued and abandoned portion of the roadway. All costs for survey, description and transfer shall be borne by adjacent property owners and no costs shall be borne by the Town; and be it further

RESOLVED, that the Town Clerk is hereby directed to record the Certificate of Discontinuance and Abandonment pursuant to Highway Law §208, and forward a copy of this resolution to the Superintendent of Highways and the Office of the Town Attorney.

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

12.17.13
130850

ADOPTED

TOWN OF RIVERHEAD

Resolution # 850

**AUTHORIZATION FOR BUILDING DEPARTMENT TO WAIVE APPLICATION FEES
FOR SUFFOLK COUNTY HISTORICAL SOCIETY SIGNS**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Suffolk County Historical Society is a NYS §501(c)(3) private, nonprofit organization that was established for the purpose of preserving the heritage of Suffolk County; and

WHEREAS, since its founding, the purpose of the Suffolk County Historical Society has remained essentially the same: to collect, preserve and interpret the ongoing history of Suffolk County and its people. To fulfill these purposes the society operates a history museum, a library and archives, and offers educational programs and events; and

WHEREAS, the Suffolk County Historical Society has requested permission to hang three temporary signs (each sign consists of three panels) with each sign affixed to the exterior of the building of the Suffolk County Historical Society building located at 300 West Main Street, Riverhead, NY for the purpose of promoting and encouraging public interest in Suffolk Historical Society's museum, library and programs all open to the public and requested waiver of the Building Department application fee; and

WHEREAS, the Town Law § 64(17-b) authorizes the Town Board to promote the cultural development of the residents of the community by appropriating and expending funds for promotion of the literary, graphic, dramatic and performing arts through demonstrations, performances and exhibits of art and art forms; and

WHEREAS, the Town Board recognizes and commends the Suffolk County Historical Society for its dedication and efforts related to historical preservation and education.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Riverhead authorizes the Building Department to waive the application fees for the proposed signs for the purpose of promoting and encouraging public interest in Suffolk Historical Society's museum, library and programs; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to the Suffolk County Historical Society located at 300 West Main Street, Riverhead, New York 11901 and the Town Attorney's Office; and be it further

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

12.17.13
130851

ADOPTED

TOWN OF RIVERHEAD

Resolution # 851

RESOLUTION TO CORRECT RESOLUTION NO. 247 ADOPTED ON MARCH 19, 2013 TO INCLUDE LAND USE ECOLOGICAL SERVICES INC. AND REDDAN SURVEYING INC. AS APPROVED TO PERFORM SERVICES RELATED TO THE DECLARATION OF PUBLIC EMERGENCY REQUIRING IMMEDIATE RESTORATION OF WADING RIVER CREEK

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, in late October of 2012, the Town was plagued by Hurricane Sandy with high winds causing high tides and surf which, in turn, resulted in major beach erosion and shoaling of Wading River Creek; and

WHEREAS, many area residents reported the erosion of dunes more than 6' in height in several areas along and adjacent to Wading River Creek resulting in shoaling of the waters such that the creek was no longer navigable and homes situated adjacent to and in the vicinity of the Wading River Creek have no protection and/or barrier from the high tides caused by future storms; and

WHEREAS, in addition to the above, the Wading River Creek Fire District's ability to timely respond to emergency calls was significantly affected by the shoaling conditions such that there was a need to re-open this access point to the Long Island Sound in order to protect the health, safety, and welfare of residents; and

WHEREAS, the engineers employed by Town Engineering Department inspected the creek and confirmed that Hurricane Sandy destroyed the Town's most recent dredging activity and, once again, the creek was rendered impassible; and

WHEREAS, by Resolution No. 247, adopted by the Town Board of the Town of Riverhead on March 19, 2013, the Town Board declared the conditions along the beach at Creek Road and the shoaling of Wading River Creek to be a public emergency under General Municipal Law section 103(4) and authorized the expenditure of \$135,200.00 for fees related to modification of existing permits with the NYS Department of Conservation and Army Corp of Engineers to allow dredging and re-establishment of the dunes and all related services required to undertake and complete the permitted activities within the time perimeters set by NYSDEC and the Army Corp of Engineers; and

WHEREAS, Resolution No. 247 only identified and authorized Village Dock, Inc. with respect to the permit, dredging and re-establishment of the dunes and failed to identify and authorize Land Use Ecological Services Inc., the entity responsible for preparing the requisite permits, and Reddan Surveying Inc, the entity responsible for pre-dredge and post-dredge survey work, all such services integral and necessary to address the public emergency at Wading River Creek; and

WHEREAS, as evidenced by the vouchers requesting payment, to wit: \$120,067.74 to Village Dock, Inc. for dredging; \$1500.00 to Land Use Ecological Services, Inc. for permit modification; and \$6945.00 to Reddan Surveying, Inc. for survey work, all of which was within the original amount authorized for expenditure, \$135,200.00, the Town, by and through its Engineering Department, sought to authorize Village Dock, Inc., Land Use Ecological Services Inc. and Reddan Surveying, Inc. to complete all tasks related to the permit, dredging and restoration of the dunes.

NOW THEREFORE BE IT RESOLVED, that the Town Board be and hereby corrects Resolution No. 247, adopted by the Town Board of the Town of Riverhead on March 19, 2013, to authorize Village Dock, Inc., Land Use Ecological Services Inc., and Reddan Surveying Inc., to perform all such services integral and necessary to address the public emergency at Wading River Creek in an amount not to exceed \$135,200.00; and be it further

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

12.17.13
130852

ADOPTED

TOWN OF RIVERHEAD

Resolution # 852

AMENDS RESOLUTION #817

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, Resolution # 817 was ratified on December 3, 2013 reappointing a temporary Clerk to the Tax Receiver's office; and

WHEREAS, Resolution # 817 did not correctly state the candidate's legal name.

NOW, THEREFORE, BE IT RESOLVED, that Resolution # 817 be amended to state the candidate's legal name as Amelia Spero, with all other terms and conditions of Resolution #817 remaining unchanged.

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 ABSENT	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 <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

The Resolution Was Thereupon Duly Declared Adopted

12.17.13
130853

ADOPTED

TOWN OF RIVERHEAD

Resolution # 853

PAYS BILLS

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilman Dunleavy

ABSTRACT #13-48 December 12, 2013 (TBM 12/17/13)			
FUND NAME		Ckrun Total	GRAND TOTALS
GENERAL FUND	1	1,279,370.22	1,279,370.22
POLICE ATHLETIC LEAGUE	4	1,121.28	1,121.28
RECREATION PROGRAM FUND	6	15,304.52	15,304.52
HIGHWAY FUND	111	147,015.95	147,015.95
WATER DISTRICT	112	142,723.49	142,723.49
RIVERHEAD SEWER DISTRICT	114	135,831.20	135,831.20
REFUSE & GARBAGE COLLECTION	115	215,190.73	215,190.73
STREET LIGHTING DISTRICT	116	13,044.38	13,044.38
PUBLIC PARKING DISTRICT	117	2,106.25	2,106.25
AMBULANCE DISTRICT	120	5,629.18	5,629.18
EAST CREEK DOCKING FACILITY	122	1,149.93	1,149.93
CALVERTON SEWER DISTRICT	124	7,860.42	7,860.42
RIVERHEAD SCAVENGER WASTE D	128	36,273.72	36,273.72
RISK RETENTION FUND	175	735.00	735.00
CDBG CONSORTIUM ACCOUNT	181	829.16	829.16
TOWN HALL CAPITAL PROJECTS	406	113,544.61	113,544.61
TRUST & AGENCY	735	1,248,807.48	1,248,807.48
CALVERTON PARK - C.D.A.	914	4,589.75	4,589.75
TOTAL ALL FUNDS		3,371,127.27	3,371,127.27

THE VOTE

Giglio ABSENT 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 # 853

PAYS BILLS

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilman Dunleavy

ABSTRACT #13-47 December 5, 2013 (TBM 12/17/13)			
FUND NAME		Ckrun Total	GRAND TOTALS
GENERAL FUND	1	936,051.48	936,051.48
POLICE ATHLETIC LEAGUE	4	11,085.27	11,085.27
RECREATION PROGRAM FUND	6	1,154.40	1,154.40
HIGHWAY FUND	111	125,880.69	125,880.69
WATER DISTRICT	112	88,656.54	88,656.54
RIVERHEAD SEWER DISTRICT	114	49,053.74	49,053.74
REFUSE & GARBAGE COLLECTION DISTRICT	115	5,881.99	5,881.99
STREET LIGHTING DISTRICT	116	56,540.18	56,540.18
PUBLIC PARKING DISTRICT	117	2,397.71	2,397.71
AMBULANCE DISTRICT	120	226,831.67	226,831.67
EAST CREEK DOCKING FACILITY FUND	122	83.89	83.89
CALVERTON SEWER DISTRICT	124	5,350.35	5,350.35
RIVERHEAD SCAVENGER WASTE DIST	128	23,731.74	23,731.74
RISK RETENTION FUND	175	17,203.00	17,203.00
CDBG CONSORTIUM ACCOUNT	181	78.29	78.29
GENERAL FUND DEBT SERVICE	384	16,650.00	16,650.00
TOWN HALL CAPITAL PROJECTS	406	26,800.00	26,800.00
WATER DISTRICT CAPITAL PROJECT	412	10,157.90	10,157.90
CALVERTON SEWER CAPITAL PROJECT	424	726.48	726.48
SCAVENGER WASTE CAPITAL PROJECT	428	2,964.00	2,964.00
TRUST & AGENCY	735	191,220.16	191,220.16
TOTAL ALL FUNDS		1,798,499.48	0.00 1,798,499.48

THE VOTE

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

The Resolution Was Was Not
 Thereupon Duly Declared Adopted

12.17.13
130854

TABLED

TOWN OF RIVERHEAD

Resolution # 854

AWARDS BID FOR DISPOSAL AND RECYCLING OF MUNICIPAL SOLID WASTE

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Town Board of the Town of Riverhead, by Resolution #764 adopted on November 6, 2013, authorized the issuance of a Request for Proposals for Disposal and Recycling of Municipal Solid Waste; and

WHEREAS, pursuant to the terms of the Request for Proposals, each proposal must comply with the instructions in the Notice to Bidders and required that all proposals be submitted on or before 11:00 am on December 9, 2013; and

WHEREAS, one (1) response to the Request for Proposals was received, opened and read aloud on December 9, 2013 at 11:00 am in the office of the Town Clerk, 200 Howell Avenue, Riverhead, New York; and

WHEREAS, pursuant to the bid specifications, the successful bidder/contractor is required, prior to the commencement of performance, to provide the Town with an Operational Plan pertaining to the management of Town MSW, for review and acceptance by the Town and all revisions, modifications and updates shall be forwarded promptly to the Town throughout the Contract Term. At a minimum, the Operational Plan shall include the following items: 1) Contractor's personnel and structure, showing the chain of command, with employee names, telephone numbers, e-mail addresses, and facsimile phone numbers; 2) Transfer Station operating days and hours; 3) Any changes in Transfer Station operating procedures necessary for the Contractor to comply with the terms of the Contract; 4) Disposal site(s), including alternates, intended to be utilized by the Contractor for disposal of the Town's MSW; and 5) Copies of all applicable permits and local approvals issued to the Contractor for operation of the Transfer Station; and

WHEREAS, pursuant to the bid specifications, the successful bidder/contractor is required to maintain accurate records of the sale (positive or negative) of the collected recyclables and submit a quarterly report of said sales to the Town Sanitation Superintendent. The Town further requires the Contractor to provide 20 percent of the net revenues to the Town in the form of a check made out to the Town of Riverhead Recycling Fund with said quarterly report. No payment is required if the net amount for the quarter is a negative number. Reports for negative quarters must be submitted also; and

WHEREAS, only one single bid was received from Eastern Resource Recycling Inc.; and

WHEREAS, the Town Sanitation Superintendent did review and evaluate the bid proposal; and

WHEREAS, after serious consideration and evaluation, the Town Sanitation Superintendent determined that Eastern Resource Recycling Inc. was the lowest responsible bidder and recommends that the bid be awarded to Eastern Resource Recycling Inc., subject to filing of Operation Plan with the Town Sanitation Superintendent and filing a performance bond upon execution of the Contract.

NOW THEREFORE BE IT RESOLVED, that the bid for Disposal and Recycling of Municipal Solid Waste for the Town of Riverhead be and is hereby awarded to Eastern Resource Recycling Inc. in the amount of \$74.44 per ton; and be it further

RESOLVED, that the Town Board be and does hereby authorize the Town Clerk to return any and all bid bonds received in connection with the above; and be it further

RESOVLED, that the Town Board be and does hereby authorize the Supervisor to execute any documents or agreements, to the extent required, with Eastern Resource Recycling Inc. to effectuate the terms of the bid specifications; and be it further

RESOLVED, that the Town Clerk be and is hereby authorized directed to forward a copy of this resolution to Eastern Resource Recycling Inc., 88 Old Dock Road, Yaphank, NY 11980, Town Sanitation Department and Purchasing, Town Sanitation Department and Purchasing; and be it further

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

There was a motion to consider resolution #854 by Councilman Dunleavy, seconded by Councilman Gabrielsen. Motion carried by unanimous vote.

Immediately thereafter there was a motion to put to vote.

THE VOTE

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

The Resolution Was Thereupon Duly Declared TABLED

12.17.13
130855

ADOPTED

TOWN OF RIVERHEAD

Resolution # 855

**GRANTS SPECIAL PERMIT PETITION OF
LONG ISLAND CAULIFLOWER ASSOCIATION**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, the Riverhead Town Board is in receipt of a special permit petition from Long Island Cauliflower Association pursuant to Section 108-51A. of the Riverhead Town Code, for the demolition of an existing one story building of 4,700 sq. ft. gross floor area and replacement with a building having a first story with same footprint of 47 feet by 100 feet together with a second floor footprint measuring 24 feet by 47 feet together with related improvements on 1.463 acre of land zoned Industrial C (IC) being at 139 Marcy Avenue, Riverhead, as depicted on the plans submitted to the Riverhead planning Department by Nathan Taft Corwin III, Land Surveyor, dated August 13, 2013 and revised on November 20, 2013; such property more particularly described as SCTM Nos. 0600-124-3-19 & 23; and

WHEREAS, Section 108-51A of the Riverhead Town Code states that any legally pre-existing non-conforming structure may be enlarged by Special Permit; and

WHEREAS, pursuant to Section 108-51A, where the expansion is less than ten (10%) percent, the Town Board may waive a public hearing; and

WHEREAS, the proposed construction will not change the footprint of the subject building and the only enlargement of the non-conforming building is the addition of 1,128 square feet of gross floor area by the addition of a second floor in a portion of the subject building; and

WHEREAS, the addition of the 1,128 square feet of gross floor area represents less than ten percent (10%) of the gross floor area of all pre-existing buildings on the subject property; and

WHEREAS, the Riverhead Town Board has carefully considered the merits of the special permit petition, the SEQRA record created to date, the report of the Riverhead Planning Department, 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 Long Island Cauliflower Association, the Riverhead Town Board determines the action to be a Type II without significant adverse impacts upon either the

natural or social environment and that an Environmental Impact Statement need not be prepared; and be it further

RESOLVED, that the proposed construction will not change the building footprint and the addition of the 1,128 square feet of gross floor area represents an expansion of less than ten percent (10%), therefore the Town Board hereby waives the requirement of a public hearing; and be it further

RESOLVED, that in the matter of the special permit petition of Long Island Cauliflower Association, the Riverhead Town Board hereby makes the following findings:

- i. that the site is particularly suitable for the location of such use in the community;
- ii. that the lot area is appropriate for the proposed use;
- iii. that adequate off-street parking stalls will be provided according to code;
- iv. that adequate provisions will be made for the disposal of waste water and storm water runoff;
- v. that the intensity of the proposed use is justified in the light of similar uses within applicable zoning use district;
- vi. that the characteristics of the proposed use are not such that its proposed location would be unsuitably near to a church, school, theater, recreational area or other place of public assembly, and be it further

RESOLVED, that based upon its findings, the Riverhead Town Board hereby grants the Special Permit petition of Long Island Cauliflower Association to allow for the demolition of an existing one story building of 4,700 sq. ft. gross floor area and replacement with a building having a first story with same footprint of 47 feet by 100 feet together with a second floor footprint measuring 24 feet by 47 feet, together with related improvements on 1.463 acre of land zoned Industrial C (IC) being at 139 Marcy Avenue, Riverhead; such property more particularly described as SCTM Nos. 0600-124-3-19 & 23; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Long Island Cauliflower Association; 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.

There was a motion to consider resolution #855 by Councilman Dunleavy, seconded by Councilman Gabrielsen. Motion carried by unanimous vote.

Immediately thereafter there was a motion to put to vote.

THE VOTE

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

The Resolution Was Thereupon Duly Declared **ADOPTED**