

CDA RESOLUTION LIST:

CDA

Res. #8 Authorizes the Execution of an Agreement with the County of Suffolk (EPCAL-Suffolk County Police Department)

TOWN BOARD RESOLUTION LIST:

Res. #263 Clean Vessel Act Assistance Grant Bay Constable Boat Motor

Res. #264 FEMA – Hulse Landing Beach Access Budget Adjustment

Res. #265 Insurance Recovery Police Department Budget Adjustment

Res. #266 Authorizes the Re-Appointment of Members to the Anti-Litter Advisory Committee

Res. #267 Order Authorizing Increase and Improvement to the Facilities of the Riverhead Water District, Well No. 16-1

Res. #268 Order Establishing Lateral Water Main Riverhead Water District G&Z Retirement Community Subdivision

Res. #269 Authorizes Town Clerk to Publish and Post the Attached Notice to Bidders for the Meetinghouse Creek Bulkhead Renovation Project

Res. #270 Authorizing the Settlement of the Claims of Antonino Militello with Respect to the Condemnation of his Fee Interest in 48-52 Peconic Avenue, SCTM 0600-128.00-06.00-085.003

Res. #271 Declares Lead Agency, Classifies and Determines Significance of Action: Manor Lane Sand Mining Facility

Res. #272 Re-Appoints Seasonal Groundskeepers (Howard Bowe, Paul Bauerfeind)

Res. #273 Re-Appoints a Seasonal Groundskeeper (Ryan Budd)

- Res. #274 Re-Appoints a Seasonal Pump-Out Boat Operator (Michael Bieber)
- Res. #275 Re-Appoints a Seasonal Pump-Out Boat Operator (Salvatore Calandra)
- Res. #276 Re-Appoints a Seasonal Pump-Out Boat Operator (Richard Quick)
- Res. #277 Promotes Maintenance Mechanics in the Water District
- Res. #278 Ratifies the Re-Appointment of Member to the Riverhead Open Space/Park Preserve Committee (Charles Cetas)
- Res. #279 Appoints Member to the Open Space/Park Preserve Committee (Kathy Goodale)
- Res. #280 Authorizes the Town Clerk to Publish and Post Public Notice of Public Hearing to Consider a Proposed Local Law for an Amendment to Chapter 101 "Vehicles & Traffic" of the Town Code (§101-7. Turns) (Kroemer Avenue)
- Res. #281 Adopts a Local Law Amending Chapter 101 Entitled "Vehicles and Traffic" of the Riverhead Town Code (§101-8. Weight Limit of Eight Tons) (Connecticut Ave, Line Rd, River Rd, Wading River Manor Rd)
- Res. #282 852 Roanoke Avenue, Riverhead, NY Chapter 96, Budget Adoption
- Res. #283 Accepts the Resignation of Secretary to the Accessory Apartment Review Board (Billie Jo Jaeger)
- Res. #284 Appoints Secretary to the Accessory Apartment Review Board (Jaime Ritter)
- Res. #285 Adopts a Local Law Amending Chapter 45 Entitled "Alarm Systems" of the Riverhead Town Code

- Res. #286 Adopts a Local Law Amending Chapter 52 Entitled “Building Construction” of the Riverhead Town Code (Article II Green Building Standards for Town-Owned Building(s))
- Res. #287 Authorizes the Town Clerk to Publish and Post a Public Notice to Consider a Local Law to Amend the Riverhead Zoning Use District Map (Addition of the Proposed Peconic River Community (PRC) Zoning Use District)
- Res. #288 Authorizes Town Clerk to Advertise for Bids Riverhead Sewer District Riverhead Scavenger Waste District Removal of Dry Cake Sludge and Grit/Screen Waste
- Res. #289 Appoints Council Members to the Brookhaven National Lab Community Advisory Council
- Res. #290 Authorizes the Supervisor to Execute a Professional Services Agreement for Grant Writing Services for FEMA Grant
- Res. #291 Authorizes the Supervisor to Execute Stipulation of Settlement Agreement with Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, Riverhead Unit of the Suffolk Local, #852
- Res. #292 Authorizes the Supervisor to Execute Stipulation of Settlement Agreement with Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, Riverhead Unit of the Suffolk Local, #852
- Res. #293 Authorizes the Supervisor to Execute an Amended Agreement Authorizing the Town to Accept Funds from Suffolk County Office for the Aging to Supplement the Town’s Expanded In-Home Services for the Elderly Program
- Res. #294 Authorizes the Supervisor to Execute a Professional Services Agreement with Cashin Associates, P.C. for Revision of Current Bid Specifications for Sanitation Department
- Res. #295 Approves Chapter 90 Application of Church of the Harvest (Riverhead Community Appreciation Day)

- Res. #296 Approves Chapter 90 Application of East End Arts & Humanities Council, Inc. (15th Annual Community Mosaic Street Painting Festival)
- Res. #297 Approves Chapter 90 Application of Timothy Hill Children's Ranch (Dinner/Dance – May 14, 2011)
- Res. #298 Ratifies the Authorization for the Supervisor to Endorse a Check in the Amount of \$7,816.68 Made Payable to the Town of Riverhead Community Development Department and Peter and Jacqueline Jackalone
- Res. #299 Ratifies Submission of Letter of Intent for Operation and Maintenance Grant Program to New York State Environmental Facilities Corporation (EFC)
- Res. #300 Offers Support and Consent for an Outdoor Nature Explore Classroom at the Riverhead Country Day School
- Res. #301 Appoints Member to the Landmarks Preservation Committee (James McManmon)
- Res. #302 Authorizes Town Clerk to Publish and Post Notice to Bidders for Well & Pump Emergency Service for the Water District
- Res. #303 Authorizes Town Clerk to Publish and Post a Public Notice to Consider a Local law to Amend Chapter 14 Entitled "Community Preservation" of the Riverhead Town Code (Article V, Acquisition and Use of Open Spaces, Parks and Park Preserve)
- Res. #304 Accepts Resignation of the Assistant Town Engineer (Christine Fetten)
- Res. #305 Amends Resolution #252 of 2011 (Approves Chapter 90 Application of Church of the Harvest)

Res. #306 Authorizes the Supervisor to Execute a Stipulation with Local 1000, AFSCME, AFL-CIO, Riverhead Unit of the Suffolk Local #852

Res. #307 Awards Bid for Snack Vendors

Res. #308 Authorizes the Supervisor to Execute a Professional Services Agreement with Suffolk On-Line Advertising for the Web Mail, Spam Services and Virus Scan

Res. #309 Promotes a Maintenance Mechanic in the Sewer District (Robert Smith)

Res. #310 Pays Bills

TOWN OF RIVERHEAD

Resolution # 263

CLEAN VESSEL ACT ASSISTANCE GRANT
BAY CONSTABLE BOAT MOTOR

BUDGET ADJUSTMENT

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, an executed grant agreement has been received for the replacement of a boat engine;

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

<u>TO</u>		<u>FROM</u>
001.033310.492300	Environmental State Aid - Boat	6,787.49
001.031220.541545	Boats – Repair & Maintenance	6,787.49

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to the Accounting Department and the Police 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	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Gabrielsen	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Wooten	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Dunleavy	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
			Walter	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

The Resolution Was Thereupon Duly Declared Adopted

04.20.2011
110264

ADOPTED

TOWN OF RIVERHEAD

Resolution # 264

FEMA - HULSE LANDING BEACH ACCESS

BUDGET ADJUSTMENT

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

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>
001.071800.493110	Federal AID – FEMA	14,561.25	
001.071800.493110	State AID – SEMA	2,426.88	
001.071800.541000	Beaches – Repair & Maintenance		16,988.13

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to the Engineering Department 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	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Gabrielsen	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Wooten	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Dunleavy	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
			Walter	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

The Resolution Was Thereupon Duly Declared Adopted

04.20.2011
110265

ADOPTED

TOWN OF RIVERHEAD

Resolution # 265

INSURANCE RECOVERY
POLICE DEPARTMENT

BUDGET ADJUSTMENT

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, Insurance recoveries have been received for Police vehicles;

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>
001.092680.466000	Insurance Recoveries	29,595.97	
001.031200.524101	Vehicles		29,595.97

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to the Accounting Department and the Police 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	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Gabrielsen	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Wooten	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Dunleavy	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
			Walter	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 266

**AUTHORIZES THE RE APPOINTMENT OF MEMBERS TO THE
ANTI-LITTER ADVISORY COMMITTEE**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, Chapter 98 of the Riverhead Town Code entitled, "Littering", infers to litter as a matter affecting the public interest and consequently should be subject to supervision and administrative control for the purpose of safeguarding the public health, safety and general welfare of the people of the Town of Riverhead; and

WHEREAS, the Town Board created an Anti-Litter Advisory Committee to effectuate the management of certain efforts related to the careless deposit of litter within the Town of Riverhead; and

WHEREAS, the Town Board recommends the reappointment of certain members to the Anti-Litter Committee.

NOW THEREFORE BE IT RESOLVED, that the Riverhead Town Board hereby reappoints the following Town residents to be members of the Anti-Litter Advisory Committee, each to serve a two (2) year term, as follows:

- George Bartunek
- Jim Meinecke
- Christina Doubrava
- Timothy N. Doubrava
- Cathy Welsh
- Bill Welsh
- Julie O'Neill
- Bill Behrle;

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 267

**ORDER AUTHORIZING INCREASE AND IMPROVEMENT TO THE FACILITIES OF
THE RIVERHEAD WATER DISTRICT WELL NO. 16-1**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, by previous proceedings held by the Riverhead Town Board it was determined to construct a new supply well on Riverhead Water District property located at Edwards Avenue, Calverton, New York known as Plant 16 at a cost not to exceed \$1,580,000, and

WHEREAS, this well at Plant 16 has been constructed and was placed in service during the 2010 summer pumping season, and

WHEREAS, the favorable character of the geological formation and high quality of the water produced by this well permit the increase of its capacity, and

WHEREAS, the location of Well No. 16-1 in the distribution system of the Riverhead Water District permits the level distribution of water during peak summer demand, and

WHEREAS, H2M, consulting engineers to the Riverhead Water District, have prepared a map and plan, which plan is available for inspection at the office of the Riverhead Town Clerk, which details the improvements to Well No. 16-1 to increase its production capacity at an increased cost not to exceed \$601,285 for a new total project cost of \$2,181,285 with the increased cost to be borne by existing District funds, and

WHEREAS, the Town Board called a public hearing on this matter for March 15, 2011, which hearing was held and all persons wishing to be heard were heard.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board, upon the proceeding and record of the hearing had herein, determines that there is a need to improve the facilities of the Riverhead Water District through the construction of improvements at Well No. 16-1 to increase the water supply capacity of the District to meet the water demands of the community, and

BE IT FURTHER RESOLVED, that the Town Board determines that the improvements as described in the preambles hereto are hereby determined to be an

“unlisted action” under the State Environmental Quality Review Act, the implementation of which, as proposed, will not result in any significant environmental effects, and

BE IT FURTHER RESOLVED, that the maximum amount to be expended for said improvements to Well No. 16-1 is \$601,285 for a new total project cost of \$2,181,285 with said funds to be paid from existing District funds, and

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

04.20.2011
110268

ADOPTED

TOWN OF RIVERHEAD

Resolution # 268

**ORDER ESTABLISHING LATERAL WATER MAIN-RIVERHEAD WATER DISTRICT
G&Z RETIREMENT COMMUNITY SUBDIVISION**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, a petition has been filed by the developer of the subdivision known as G&Z Retirement Community located along the north side of Middle Road just east of its intersection with Stoneleigh Drive in Riverhead for the installation of a lateral water main of the Riverhead Water District for which all fees and costs are to be borne by the petitioner, and

WHEREAS, H2M, consulting engineers to the Riverhead Water District, did prepare a report detailing the necessary measures and costs associated with extending a lateral water main to the proposed G&Z Retirement Community subdivision, and

WHEREAS, this project will include the installation of approximately 500 linear feet of eight inch diameter water mains and the construction of water service to eight (8) new residential buildings containing a total of fifteen (15) new dwelling units, and

WHEREAS, a map and plan is available for review and inspection at the Office of the Riverhead Town Clerk, 200 Howell Avenue, Riverhead, New York, during normal business hours, and

WHEREAS, all costs associated with this lateral shall be borne by the petitioner with an estimated cost of \$87,000 and the petitioner will be required to pay key money fees for domestic usage in the amount of \$40,950.00 (15 units @ 300 gpd x \$9.10/gallon) and key money fees for irrigation usage in the amount of \$42,133.00 (52,000 SF @ 1"/week x \$9.10/gallon) for total key money fees in the amount of \$83,083.00, and

WHEREAS, the Town Board held a public hearing on the 5th day of April, 2011 regarding this lateral water main extension, wherein all persons wishing to be heard were heard.

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead, as governing body of the Riverhead Water District, hereby approves the

lateral water main for G&Z Retirement Community subdivision, subject to the following conditions:

1. The petitioner has posted with the Town of Riverhead Financial Administrator the amount of \$83,083.00 which is equal to the key money fees for domestic usage and irrigation usage.
2. The petitioner has posted with the Town of Riverhead Financial Administrator the amount of \$87,000.00 which is the estimated cost of the establishment of the lateral water main;
3. A grant of a sub-surface easement to the Riverhead Water District covering all locations of the proposed water main installation, and be it further

RESOLVED, that the bid contemplated herein shall not be awarded unless approved by the petitioner or his successors in title, and be it further

RESOLVED, that the terms and conditions of this order shall be accepted and agreed to by the petitioner owner whose consent shall be duly acknowledged and shall be binding on the heirs and assigns of the petitioner and shall run with the land, 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.

BY ORDER OF THE RIVERHEAD
TOWN BOARD

DIANE M. WILHELM, TOWN CLERK

Dated: April 20, 2011
Riverhead, NY

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 269

AUTHORIZES TOWN CLERK TO PUBLISH AND POST THE ATTACHED NOTICE TO BIDDERS FOR THE MEETINGHOUSE CREEK BULKHEAD RENOVATION PROJECT

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

RESOLVED, that the Town Clerk be and is hereby authorized to post and publish the attached Notice to Bidders for the Meetinghouse Creek Bulkhead Renovation Project in the April 28, 2011 issue of the News Review newspaper; and

BE IT FURTHER RESOLVED, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to Chris Fetten, P.E., Purchasing Department, IT Department and the Office of Accounting.

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD
NOTICE TO BIDDERS**

Sealed proposals for the Meetinghouse Creek Bulkhead Renovation Project will be received by the Office of the Town Clerk, Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York until 4:00 pm on May 11, 2011 and will be publicly opened and read aloud at 11:00 am on May 13, 2011 in the Office of the Town Clerk.

Plans and specifications may be examined and/or obtained on or about April 28, 2011 at the Office of the Town Clerk between the hours of 8:30 am and 4:30 pm weekdays, except holidays or by visiting the Town of Riverhead website: www.riverheadli.com and click on Bid Requests.

A fee \$50.00 *refundable fee (*subject to terms, conditions and instructions to be provided by Town Clerk/Receipt of Fee form) will be required for each hard copy of the contract documents obtained from the Office of the Town Clerk.

Each proposal must be submitted on the form provided and must be in a sealed envelope clearly marked, "Meetinghouse Creek Bulkhead Renovation Project" and must be accompanied by a bid surety as stated in the Instruction to Bidders.

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

**BY ORDER OF THE RIVERHEAD TOWN BOARD
DIANE M. WILHELM, TOWN CLERK
Riverhead, NY 11901**

Dated: April 20, 2011

04.20.2011
110270

ADOPTED

TOWN OF RIVERHEAD

Resolution # 270

**AUTHORIZING THE SETTLEMENT OF THE CLAIMS OF ANTONINO MILITELLO
WITH RESPECT TO THE CONDEMNATION OF HIS FEE INTEREST IN 48-52
PECONIC AVENUE, SCTM 0600-128.00-06.00-085.003**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Town has acquired title through eminent domain of the property known as 48-52 Peconic Avenue, Riverhead, New York, reputed owner, ANTONINO MILITELLO, Suffolk County Tax Map 0600-128.00-06.00-085.003; and

WHEREAS, ANTONINO MILITELLO has a claim against the Town to receive additional compensation for the condemnation of its fee interest in the property, over and above the One Hundred and Thirty Thousand (\$130,000.00) advance payment previously authorized by this Board and paid to the claimant; and

WHEREAS, the claimant has agreed to settle all his claims against the Town for the total sum of One Hundred and Forty Seven Thousand Five Hundred (\$ 147,500.00) Dollars inclusive of all interest, costs, expenses, and attorney fees, leaving a balance of Seventeen Thousand Five Hundred (\$ 17,500.00) to be paid to claimant; and

WHEREAS, the amount of the settlement is within the range of market value of said parcel; and

WHEREAS, in light of the costs attendant to proceeding to a trial with the attendant uncertainties of litigation it is in the best interests of the Town to accept the settlement proposal;

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby accepts the claimant's offer of settlement and authorizes the payment of the balance of Seventeen Thousand Five Hundred (\$ 17,500.00) in full settlement of the claimant's claim against the Town with respect to the condemnation of his fee ownership interest in 48-52 Peconic Avenue; and it is further

RESOLVED that Supervisor is hereby authorized to sign all documents necessary to effectuate the settlement of the claims being settled; and it is further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Frank A. Isler, Esq. at Smith, Finkelstein, Lundberg, Isler & Yakaboski, LLP., 456 Griffing Avenue, Riverhead, New York 11901 and Sean M. Cronin, Esq., Cronin, Cronin & Harris, P.C., 200 Old Country Road, Suite 570, Mineola, New York 11501 and that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and, if needed, a certified copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 271

DECLARES LEAD AGENCY, CLASSIFIES AND DETERMINES SIGNIFICANCE OF ACTION: MANOR LANE SAND MINING FACILITY

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, the Town of Riverhead has made application to the New York State Department of Environmental Conservation under Article 23, Title 27 of Environmental Conservation Law to mine sand at a previously disturbed sand pit for use by the Highway Department in treating Town roads during winter storms, and

WHEREAS, approximately 4,000 tons/year of material will be removed with a total of 100,000 tons exported during the long term life of the mine without substantive clearing of vegetation and with site reclamation upon the end of activity by regrading of side slopes, dressing and planting of exposed areas, and

WHEREAS, the NYSDEC has initiated a mandatory coordinated State Environmental Quality Review of the Type I action with the Town of Riverhead soliciting our jurisdiction, comments and interest in functioning as the lead agency in the review, and

WHEREAS, the Town responded to the coordination request by letter of March 1, 2011 citing our involvement as the agency directly undertaking the activity, our agreement the action was Type I per 617.4(b)(6)(i) and our lead agency interest, and

WHEREAS, the NYSDEC has agreed to the Town assuming the responsibilities of lead agency in review on the action by letter dated March 30, 2011, and

WHEREAS, the Riverhead Planning Department has considered the Full EAF created by the Engineering Department and other supporting documentation and has created a SEQR report outlining the action's impact on the natural and social environment with a finding of no significant environmental impact and a recommendation that a negative declaration of significance be rendered, now

THEREFORE BE IT RESOLVED, that the Riverhead Town Board declares itself to be the lead agency in the SEQR review of the Manor Lane sand mining facility which it classifies as a Type I action, and

BE IT FURTHERRESOLVED, that the action is determined to be without the potential for significant environmental impact and that an EIS need not be prepared, and

BE IT FURTHERRESOLVED, that the Planning Department be directed to file the requisite notice of significance pursuant to Part 617.6 and .12, and

BE IT FURTHERRESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to the Planning Department and the Engineering Department, and

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 272

REAPPOINTS SEASONAL GROUNDSKEEPERS

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, the need exists for Seasonal Groundskeepers in the Buildings and Grounds Division of the Town Engineer's Department to maintain Town properties; and

WHEREAS, a request has been made by the Town Engineer to reappoint certain personnel to these needed positions.

NOW, THEREFORE, BE IT RESOLVED, that this Town Board hereby reappoints Howard Bowe and Paul Bauerfeind to the positions of Seasonal Groundskeeper I effective as of May 15 through September 15, 2011 at the hourly rate of \$12.50 excepting that these employees shall be considered temporary full-time employees for the period of April 20, 2011 through May 14, 2011, and be it further

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to Howard Bowe, Paul Bauerfeind, the Town Engineer, the Financial Administrator and the Personnel Director; and be it further

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 273

REAPPOINTS A SEASONAL GROUNDSKEEPER

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, the need exists for Seasonal Groundskeepers in the Buildings and Grounds Division of the Town Engineer's Department to maintain Town properties; and

WHEREAS, a request has been made by the Town Engineer to reappoint certain personnel to these needed positions.

NOW, THEREFORE, BE IT RESOLVED, that this Town Board hereby reappoints Ryan Budd to the position of Seasonal Groundskeeper I effective as of May 23 through September 15, 2011 at the hourly rate of \$12.50.

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to Ryan Budd, the Town Engineer, the Financial Administrator and the Personnel Director; 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	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Gabrielsen	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Wooten	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Dunleavy	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
			Walter	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

The Resolution Was Thereupon Duly Declared Adopted

04.20.2011
110274

ADOPTED

TOWN OF RIVERHEAD

Resolution # 274

REAPPOINTS A SEASONAL PUMP-OUT BOAT OPERATOR

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Gabrielsen

NOW, THEREFORE, BE IT RESOLVED, that this Town Board hereby reappoints Michael Bieber to the position of Seasonal Pump Out Boat Operator effective as of May 15, 2011 through September 15, 2011 at the hourly rate of \$10.50.

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to Michael Bieber, the Chief of Police, the Financial Administrator and the Personnel Director; 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	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Gabrielsen	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Wooten	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Dunleavy	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
			Walter	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

The Resolution Was Thereupon Duly Declared Adopted

04.20.2011
110275

ADOPTED

TOWN OF RIVERHEAD

Resolution # 275

REAPPOINTS A SEASONAL PUMP OUT BOAT OPERATOR

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Gabrielsen

NOW, THEREFORE, BE IT RESOLVED, that this Town Board hereby reappoints Salvatore Calandra to the position of Seasonal Pump Out Boat Operator effective as of May 15, 2011 through September 15, 2011 at the hourly rate of \$11.00.

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to Salvatore Calandra, the Chief of Police, the Financial Administrator and the Personnel Director; and be it further

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

04.20.2011
110276

ADOPTED

TOWN OF RIVERHEAD

Resolution # 276

REAPPOINTS A SEASONAL PUMP OUT BOAT OPERATOR

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Gabrielsen

NOW, THEREFORE, BE IT RESOLVED, that this Town Board hereby reappoints Richard Quick to the position of Seasonal Pump Out Boat Operator effective as of May 15, 2011 through September 15, 2011 at the hourly rate of \$10.75.

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to Richard Quick, the Chief of Police, the Financial Administrator and the Personnel Director; and be it further

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

04.20.2011
110277

ADOPTED

TOWN OF RIVERHEAD

Resolution # 277

PROMOTES MAINTENANCE MECHANICS IN THE WATER DISTRICT

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, through attrition the Superintendent of the Water District has reduced the number of staff employed in his department; and

WHEREAS, it is incumbent upon the Superintendent to expand the duties of his existing staff, making it appropriate to promote certain employees to job titles that allow for increased levels of responsibility.

NOW, THEREFORE, BE IT RESOLVED, that this Town Board hereby promotes Maintenance Mechanic II Alan Hatcher and Maintenance Mechanic II James Schunk to the positions of Maintenance Mechanic III effective as of April 25, 2011 as found on Group 8, Step 5 of the Operational and Technical Salary Schedule.

BE IT FURTHER, RESOLVED, that this Town Board hereby promotes Maintenance Mechanic II Frank Walls to the position of Maintenance Mechanic III effective as of April 25, 2011 as found on Group 8, Step 6A of the Operational and Technical Salary Schedule.

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

04.20.2011
110278

ADOPTED

TOWN OF RIVERHEAD

Resolution # 278

**RATIFIES THE REAPPOINTMENT OF MEMBER TO THE
RIVERHEAD OPEN SPACE/PARK PRESERVE COMMITTEE**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, Chapter 14-§14-40 of the Riverhead Town Code entitled "Open Space/Park Preserve Committee" causes the establishment of an advisory body to the Town Board known as the Open Space/Park Preserve Committee (commonly referred to as the "Open Space Committee") consisting of five representatives from the community at large appointed by the Town Board for staggered two-year terms; and

WHEREAS, the Open Space Committee is charged with the advisory responsibility related to, but not limited to, identification, review and recommendation of lands that should be acquired by the Town and preserved as open space or incorporated into the Town of Riverhead park system or preserve; and

WHEREAS, Charles Cetas was reappointed to the Open Space Committee by resolution # 847 adopted on September 1, 2009 for a term expiring October 2010 and has held over since expiration of said term; and

WHEREAS, the Town Board wishes to ratify the reappointment of Charles Cetas for a two year term such that the term will be deemed to have commenced on October 1, 2010 and will expire on October 1, 2012; and

NOW, THEREFORE, BE IT RESOLVED, the Town Board hereby reappoints Charles Cetas to the Open Space Committee for a two year term such that the term will be deemed to have commenced on October 1, 2010 and will expire on October 1, 2012; and be it further

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to Charles Cetas and the Open Space Committee; and be it further

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 279

APPOINTS MEMBER TO THE OPEN SPACE/PARK PRESERVE COMMITTEE

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, Chapter 14-§14-40 of the Riverhead Town Code entitled "Open Space/Park Preserve Committee" causes the establishment of an advisory body to the Town Board known as the Open Space/Park Preserve Committee (commonly referred to as the "Open Space Committee") consisting of five representatives from the community at large appointed by the Town Board for staggered two-year terms; and

WHEREAS, the Open Space Committee is charged with the advisory responsibility related to, but not limited to, identification, review and recommendation of lands that should be acquired by the Town and preserved as open space or incorporated into the Town of Riverhead park system or preserve; and

WHEREAS, one vacancy presently exists on the Open Space Committee for a representative from the community at large.

NOW, THEREFORE, BE IT RESOLVED, the Riverhead Town Board hereby appoints Kathy Goodale to the Open Space Committee for a two-year term expiring May 2013; and be it further

RESOLVED, that the Town Clerk is authorized to forward a copy of this resolution to Kathy Goodale; and be it further

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

04.20.2011
110280

ADOPTED

TOWN OF RIVERHEAD

Resolution # 280

AUTHORIZES THE TOWN CLERK TO PUBLISH AND POST PUBLIC NOTICE OF PUBLIC HEARING TO CONSIDER A PROPOSED LOCAL LAW FOR AN AMENDMENT TO CHAPTER 101 "VEHICLES & TRAFFIC" OF THE RIVERHEAD TOWN CODE (§101-7. Turns.)

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

NOW THEREFORE BE IT RESOLVED, that the Town Clerk is hereby authorized to publish and post the attached public notice to consider a proposed local law to amend Chapter 101 entitled, "Vehicles & Traffic" of the Riverhead Town Code, once in the April 28, 2011 issue of the News-Review newspaper, the newspaper hereby designated as the official newspaper for this purpose, and to post same on the signboard in Town Hall; and be it further

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD
PUBLIC NOTICE**

PLEASE TAKE NOTICE, that a public hearing will be held on the 3rd day of May, 2011 at 2:10 p.m. at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, to consider a proposed local law to amend Chapter 101 of the Riverhead Town Code entitled, "Vehicles & Traffic" as follows:

Chapter 101
Vehicles and Traffic
ARTICLE III
Traffic Regulations

§ 101-7. Turns.

- B. Pursuant to the authority granted by §1660 of the New York State Vehicle and Traffic Law, the areas designated below restrict turns such that only right turns shall be permitted at said location and a sign "right turn only" shall be posted at the location.

Location

South off the westerly access driveway leading from Walmart to County Road No. 58

Kroemer Avenue northbound at County Road No. 58

- Underscore represents addition(s)

Dated: Riverhead, New York
April 20, 2011

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

DIANE M. WILHELM, Town Clerk



ADCHEM

PROPOSED WAL MART
SITE LOCATION

APPLEBEE'S

NYS DOT

RIGHT
TURN
ONLY

APPROX. LOCATION OF
PROPOSED WAL MART
ENTRANCE

OLD COUNTRY RD



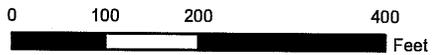
RIGHT
TURN
ONLY

CARL'S
EQUIPMENT

KROEMER AVE

TANGER
OUTLETS

DATE: 3/29/2011



map of
**PROPOSED TRAFFIC REGULATIONS
AT PROPOSED WAL MART**



TOWN OF RIVERHEAD

200 Howell Ave.
Riverhead, New York 11901

Property Lines Courtesy:
Suffolk County Real Property Tax Service
COPYRIGHT (c) 2011 COUNTY OF SUFFOLK, N.Y.

N:\GIS\maps\143 KROEMER NO LEFT TURN.mxd

04.20.2011
110281

ADOPTED

TOWN OF RIVERHEAD

Resolution # 281

ADOPTS A LOCAL LAW AMENDING CHAPTER 101 ENTITLED "VEHICLES AND TRAFFIC" OF THE RIVERHEAD TOWN CODE
(§101-8. Weight limit of eight tons.)

Councilwoman Giglio offered the following resolution,
which was seconded by Councilman Dunleavy

WHEREAS, the Town Clerk was authorized to publish and post a public notice to hear all interested persons to consider a local law amending Chapter 101 entitled, "Vehicles and Traffic" of the Riverhead Town Code; and

WHEREAS, a public hearing was held on the 1st day of March, 2011 at 2:20 o'clock p.m. at Town Hall, 200 Howell Avenue, Riverhead, New York, the date, time and place specified in said public notice, and all persons wishing to be heard were heard.

NOW THEREFORE BE IT RESOLVED, that the local law amending Chapter 101 entitled, "Vehicles and Traffic" of the Riverhead Town Code is hereby adopted as specified in the attached notice of adoption; and be it further

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

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD
NOTICE OF ADOPTION**

PLEASE TAKE NOTICE, that the Town Board of the Town of Riverhead adopted a local law amending Chapter 101 entitled, " Vehicles and Traffic" of the Riverhead Town Code at its regular meeting held on April 20, 2011. **Be it enacted** by the Town Board of the Town of Riverhead as follows:

Chapter 101
VEHICLES AND TRAFFIC ARTICLE III
Traffic Regulations

§ 101-8. Weight limits.

No person shall operate a motor vehicle of a total weight of greater than 16,000 pounds (8 tons) upon the following designated town highways or part thereof, except local deliveries.

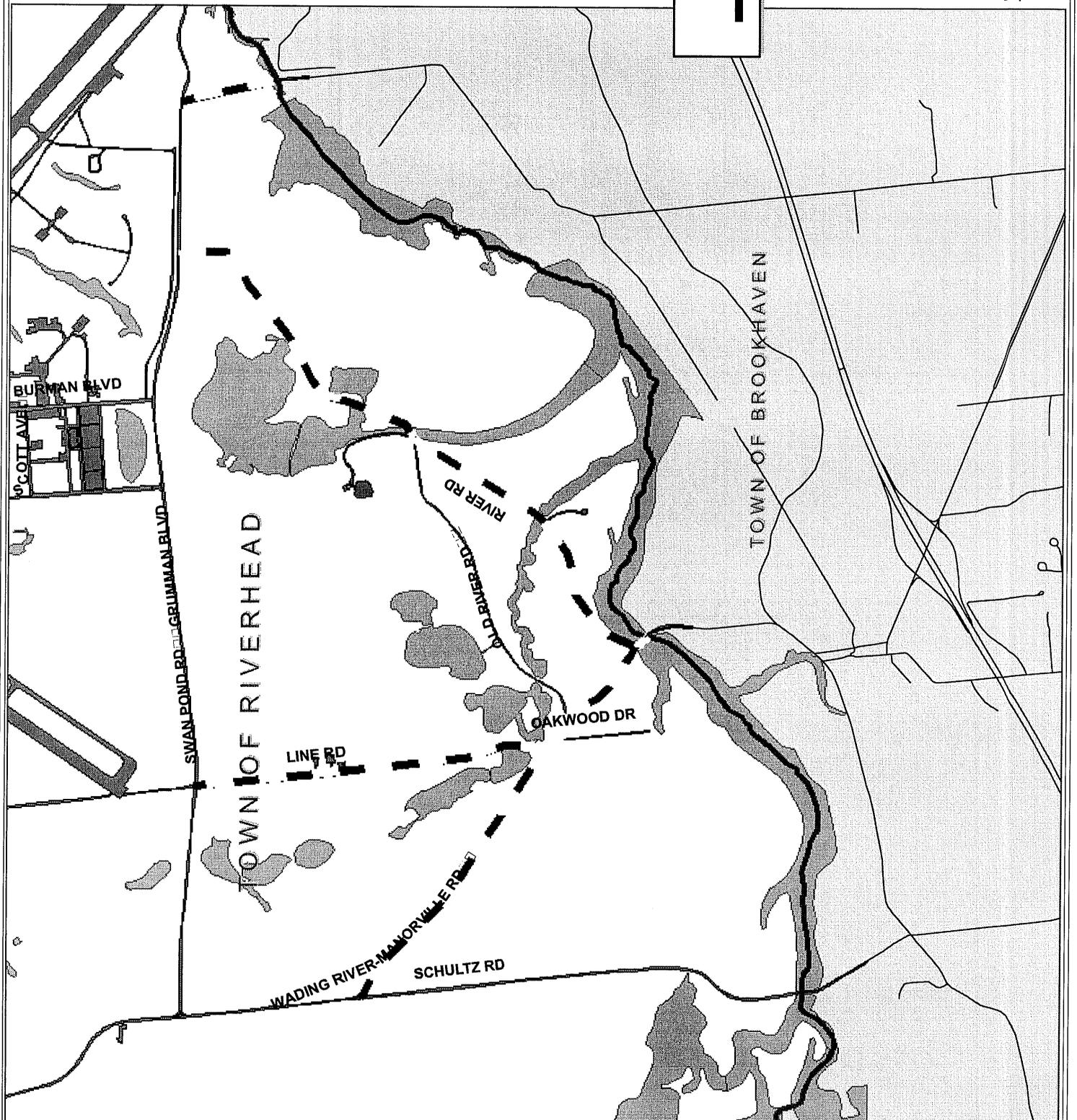
Street	Location
<u>Connecticut Avenue</u>	<u>From its intersection with River Road in a southerly direction to the Town line</u>
<u>Line Road</u>	<u>From its intersection with Grumman Boulevard in a southerly direction to its intersection with Wading River Manor Road</u>
<u>River Road</u>	<u>From its intersection with Grumman Boulevard in a southwesterly direction to its intersection with Wading River Manor Road</u>
<u>Wading River Manor Road</u>	<u>From its intersection with Schultz Road to the Town line</u>

- Underscore represents addition(s)

Dated: Riverhead, New York
April 20, 2011

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

DIANE M. WILHELM, Town Clerk



DATE: 1/27/2011



LEGEND

— Proposed Weight Limitations



TOWN OF RIVERHEAD
 200 Howell Ave.
 Riverhead, New York 11901

TOWN OF RIVERHEAD

RESOLUTION # 282

852 ROANOKE AVENUE, RIVERHEAD, NY
CHAPTER 96

BUDGET ADOPTION

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

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

	FROM	TO
406.010010.411000.41077Real Property Taxes	\$15,000	
406.086660.540000.41077Contractual Expenses		\$14,250
406.086660.549001.41077Administration Fee		750

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 283

**ACCEPTS THE RESIGNATION OF SECRETARY TO THE ACCESSORY
APARTMENT REVIEW BOARD**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, the Town Board has received a letter of resignation from Billie Jo Jaeger, Secretary to the Accessory Apartment Review Board, effective immediately.

NOW, THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby accepts the resignation of Billie Jo Jaeger, effective immediately.

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.

BE IT FURTHER RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Billie Jo Jaeger, Personnel Director and the Financial Administrator.

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 284

APPOINTS SECRETARY TO THE ACCESSORY APARTMENT REVIEW BOARD

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, a vacancy exists for a Secretary to the Accessory Apartment Review Board; and

WHEREAS, the Accessory Apartment Review Board requires support staff/secretarial services to effectively meet the responsibilities of such board; and

WHEREAS, Jaime Ritter, Account Clerk Typist in the Department of Planning has offered to be the secretary to the Accessory Apartment Review Board; and

WHEREAS, it is appropriate to compensate Ms. Ritter for her work done outside of the Planning Department; and

NOW, THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby appoints Jaime Ritter as Secretary to the Accessory Apartment Review Board and grants Ms. Ritter overtime hours not to exceed 10 hours per month, effective immediately; and

BE IT FURTHER RESOLVED, that all duties performed in Ms. Ritter's capacity as secretary to the Accessory Apartment Review Board, including attendance at meetings, shall be in addition to and performed outside the hours required to perform her duties and responsibilities as an Account Clerk Typist in the Department of Planning; 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 copy of same may be obtained from the Office of the Town Clerk.

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Jaime Ritter, Personnel Department and the Financial Administrator.

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

04.20.2011
110285

ADOPTED

TOWN OF RIVERHEAD

Resolution # 285

**ADOPTS A LOCAL LAW AMENDING CHAPTER 45 ENTITLED
“ALARM SYSTEMS” OF THE RIVERHEAD TOWN CODE**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, the Town Clerk was authorized to publish and post a public notice to hear all interested persons to consider a local law amending Chapter 45 entitled “Alarm Systems” of the Riverhead Town Code; and

WHEREAS, a public hearing was held on the 5th day of April, 2011 at 2:25 o'clock p.m. at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, the date, time and place specified in said public notice, and all persons wishing to be heard were heard.

NOW THEREFORE BE IT RESOLVED, that a local law amending Chapter 45 entitled “Alarm Systems” of the Riverhead Town Code be and is hereby adopted as specified in the attached notice of adoption; and be it further

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

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD
NOTICE OF ADOPTION**

PLEASE TAKE NOTICE that the Town Board of the Town of Riverhead adopted a local law amending Chapter 45 entitled "Alarm Systems", of the Riverhead Town Code at its regular meeting held on April 20, 2011. **Be it enacted** by the Town Board of the Town of Riverhead as follows:

**CHAPTER 45
ALARM SYSTEMS**

§ 45-3. Permit required.

A. All commercial, industrial, cooperative (commercial and residential), condominium (commercial and residential) and apartment property owner(s) or lessee(s) of property in the Town of Riverhead having on his/her/its premises a fire or police alarm device, or system of fire or police alarm devices, shall apply to the Town Clerk Police Department for a permit to own or otherwise operate such device on his/her/its premises. The applicant for a permit shall provide specifications relating to the device or system of devices installed or to be installed on the premises. No such device shall be operated or installed on the premises of the owner or lessee after the effective date of this chapter without first obtaining a permit under this chapter. No such device shall be modified after the effective date of this chapter without first having obtained an amended permit under this chapter. Such permit shall be valid for a period of one year from issuance and must be renewed upon expiration.

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

Dated: Riverhead, New York
April 20, 2011

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD

DIANE M. WILHELM, Town Clerk

TOWN OF RIVERHEAD

Resolution # 286

**ADOPTS A LOCAL LAW AMENDING CHAPTER 52 ENTITLED
"BUILDING CONSTRUCTION" OF THE RIVERHEAD TOWN CODE
(Article II Green Building Standards for Town-Owned Buildings)**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Town Clerk was authorized to publish and post a public notice to hear all interested persons to consider a local law amending Chapter 52 entitled "Building Construction" of the Riverhead Town Code; and

WHEREAS, a public hearing was held on the 5th day of April, 2011 at 2:20 o'clock p.m. at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, the date, time and place specified in said public notice, and all persons wishing to be heard were heard.

NOW THEREFORE BE IT RESOLVED, that a local law amending Chapter 52 entitled "Building Construction" of the Riverhead Town Code be and is hereby adopted as specified in the attached notice of adoption; and be it further

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

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD
NOTICE OF ADOPTION**

PLEASE TAKE NOTICE that the Town Board of the Town of Riverhead adopted a local law amending Chapter 52 entitled "Building Construction", of the Riverhead Town Code at its regular meeting held on April 20, 2011. **Be it enacted** by the Town Board of the Town of Riverhead as follows:

**CHAPTER 52
BUILDING CONSTRUCTION
ARTICLE II Green Building Standards for Town-Owned Buildings**

§ 52-24. Green building rating system and procurement.

The Town of Riverhead shall incorporate green building specifications and procurements using environmental standards established by a green purchase guide for the construction of new Town owned buildings or substantial reconstruction or major renovation of Town owned buildings. The Town shall utilize the standards and specifications hereby adopts adopted by the U.S. Green Building Council (USGBC) Leadership in Energy and Environmental Design (LEED), New York State Department of Environmental Conservation Green Building Standards, Environmental Protection Agency's Green Purchase Guide and Environmentally preferable Purchasing Guide, Energy Star, Green Seal Responsible Purchasing Net as the applicable standard as guideline for construction and renovation projects and purchases of materials and equipment related to the construction or renovation project. ~~Under the LEED rating system, several levels of environmental achievement are possible, including but not limited to a certified rating to a platinum rating.~~

§ 52-25. Applicability; achievement of minimum standard.

The Building Department Administrator or designee shall review all projects related to construction of All-new Town-owned buildings or Town-owned buildings undergoing substantial reconstruction to determine compliance with the provisions of this article. ~~shall utilize LEED design and construction guidelines so as to achieve the minimum standard of LEED certification.~~

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

Dated: Riverhead, New York
April 20, 2011

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD

DIANE M. WILHELM, Town Clerk

04.20.2011
110287

ADOPTED

TOWN OF RIVERHEAD

Resolution # 287

**AMENDS ZONING MAP, TOWN OF RIVERHEAD,
SUFFOLK COUNTY, NEW YORK**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, on February 1, 2011, the Town Board of the Town Riverhead adopted Resolution number 99 of 2011; and

WHEREAS, pursuant to Resolution number 99 of 2011, the Town Clerk was authorized to publish and post a public notice to hear all interested persons to consider amending Chapter 108 entitled "Zoning" for the addition of the Peconic River Community (PRC) Zoning Use District; and

WHEREAS, the Map for the proposed Peconic River Community (PRC) Zoning Use District last revised 2/1/2011 was published in conjunction with the proposed amendments to the text of Chapter 108 which map and amendments to the text of Chapter 108 were considered at a public hearing held on the 1st day of March, 2011 at 2:15 p.m. at Town Hall, 200 Howell Avenue, Riverhead, New York, the date, time and place specified in said public notices, and all persons wishing to be heard were hear; and

WHEREAS, that the amended map was referred to the Suffolk County Planning Commission in accordance with General Municipal Law §239-m; and

WHEREAS, on March 15, 2011, the Town Board of the Town of Riverhead adopted a Local Law amending Chapter 108 entitled "Zoning" for the addition of the Peconic River Community (PRC) Zoning Use District.

NOW THEREFORE BE IT RESOLVED, that the attached Zoning Map, Town of Riverhead, Suffolk County, New York be and is hereby adopted as specified in the attached notice of adoption; and be it further

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

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD
NOTICE OF ADOPTION**

PLEASE TAKE NOTICE, that the Town Board of the Town of Riverhead adopted an amended Zoning Map, Town of Riverhead, Suffolk County at its regular meeting held on April 20, 2011 as follows:

Be it enacted that the Town Board of the Town of Riverhead amends the Riverhead Zoning Use District Map of the Town of Riverhead to amend the Zoning Use District Map of the Town of Riverhead to provide for the Peconic River Community (PRC) Zoning Use District to the exclusion of the prior zoning upon real property located at Suffolk County Route 58, Riverhead, New York as depicted upon the attached map.

Dated: Riverhead, New York
April 20, 2011

**BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD
DIANE M. WILHELM, Town Clerk**

LEGEND

 Proposed Community Area

Community Segment of the Peconic River Corridor as described in the Commissioners Decision and Order dated January 12, 2010



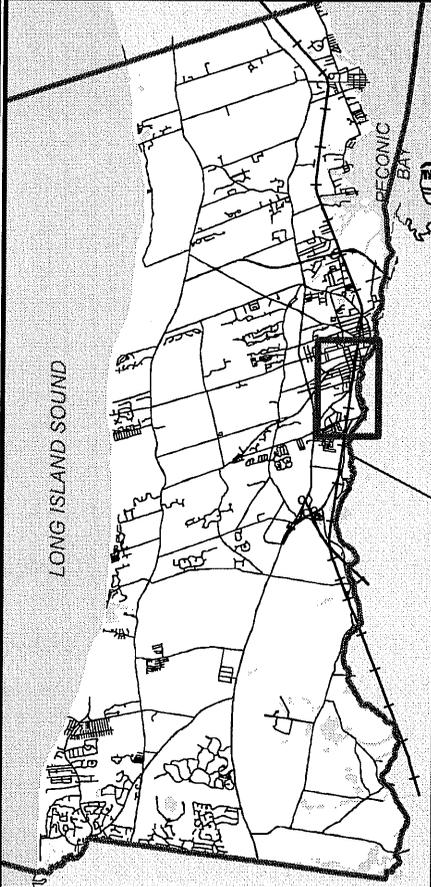
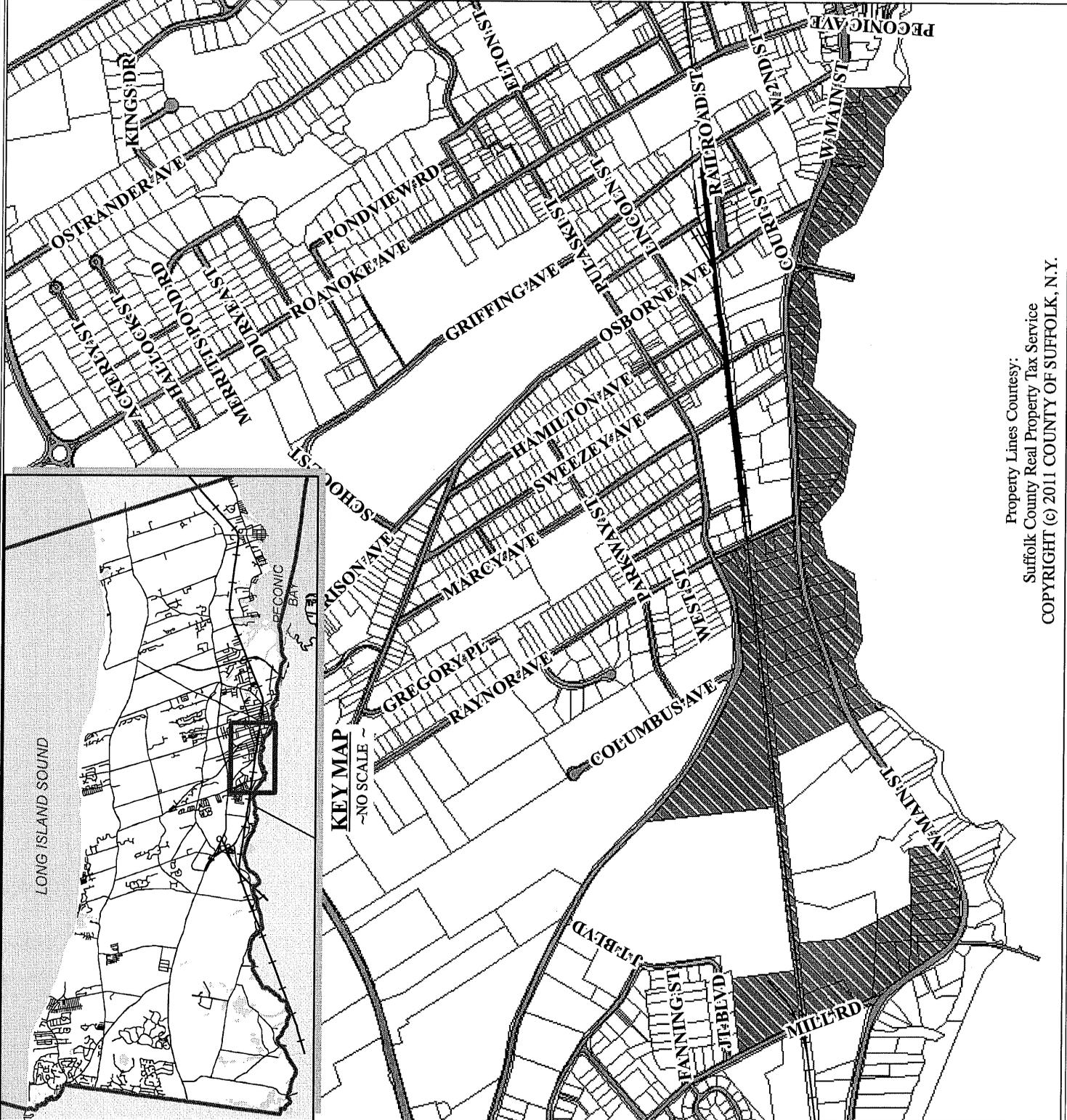
DATE: 1/13/2010
Rev.: 1/25/2010
Rev.: 2/1/2011



map of
**PROPOSED
COMMUNITY
RIVER AREA**



TOWN OF RIVERHEAD
200 Howell Ave.
Riverhead, New York 11901



KEY MAP
~NO SCALE~

Property Lines Courtesy:
Suffolk County Real Property Tax Service
COPYRIGHT (c) 2011 COUNTY OF SUFFOLK, N.Y.

04.20.2011
110288

ADOPTED

TOWN OF RIVERHEAD

Resolution # 288

AUTHORIZES TOWN CLERK TO ADVERTISE FOR BIDS
RIVERHEAD SEWER DISTRICT
RIVERHEAD SCAVENGER WASTE DISTRICT
REMOVAL OF DRY CAKE SLUDGE AND GRIT/SCREEN WASTE

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

RESOLVED, that the Town Clerk be and is hereby authorized to publish and post the attached Notice to Bidders in the April 28, 2011, edition of the News Review, with regard to receiving bids for the removal of dry cake sludge: and

BE IT FURTHER RESOLVED, that the Town Clerk shall forward copies of this resolution to Michael Reichel, H2M, and Frank Isler, Esq.

THE VOTE

Giglio Yes No 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**

Please take notice that the Town Clerk shall accept sealed bids on behalf of the Riverhead Sewer District and the Riverhead Scavenger Waste District for the removal of dry cake sludge and grit/screen removal. Said bids shall be opened and read aloud at 11:00 am on the 6th day of May 2011.

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

The Town of Riverhead reserves the right to reject any and all bids.

BY ORDER OF THE RIVERHEAD TOWN BOARD
Diane M. Wilhelm, Town Clerk
Riverhead, New York 11901

Dated: April 19, 2011

TOWN OF RIVERHEAD

Resolution # 289

**APPOINTS COUNCIL MEMBERS TO THE BROOKHAVEN NATIONAL LAB
COMMUNITY ADVISORY COUNCIL**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Brookhaven National Lab Community Advisory Council (BNLCAC) was formed in 1998 to advise the Laboratory director on selected issues, particularly on the environment, safety, and health. It is the intent of Laboratory that the BNLCAC represents a diverse range of interests and values of individuals and groups who are interested in or affected by the actions of the Laboratory; and

WHEREAS, a vacancy currently exists for a council member to represent the Town of Riverhead on the BNLCAC, which this Town Board desires to fill.

NOW THEREFORE BE IT RESOLVED that Izzy Doroski is hereby designated as Town of Riverhead's council member to serve on the BNLCAC; and be it further

RESOLVED, that Susan Hulme is hereby designated as an alternate council member to serve on the BNLCAC; and be it further

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to Izzy Doroski and Susan Hulme, Dr. Samuel Aronson, Director, Brookhaven National Laboratory, P.O. Box 5000, Upton, NY, 11973-5000, Michael Arens, Mgr State & Local Government Affairs, Building c, P.O. Box 5000, Upton, NY, 11973-5000; and be it further

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

THE VOTE

Giglio Yes No

Gabrielsen Yes No

Wooten Yes No

Dunleavy Yes No

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

04.20.2011
110290

ADOPTED

TOWN OF RIVERHEAD

Resolution # 290

**AUTHORIZES THE SUPERVISOR TO EXECUTE
A PROFESSIONAL SERVICES AGREEMENT FOR
GRANT WRITING SERVICES FOR FEMA GRANT**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, by resolution #749 of 2010, the Town Board of the Town of Riverhead authorized retention of Jennifer Mesiano of Mesiano Consulting as a consultant to provide grant writing services for a grant to FEMA for federal funding assistance under HMA due to unprecedented flooding from storms in March and April 2010; and

WHEREAS, pursuant to resolution #749 of 2010, the compensation set forth for the grant writing services to FEMA for federal funding assistance under HMA was not to exceed \$7,000.00, excluding approvable disbursements; and

WHEREAS, by resolution #911 of 2010, the Town Board of the Town of Riverhead authorized the Supervisor to submit a grant application and authorizes an extension of the grant writing services of Jennifer Mesiano of Mesiano Consulting at additional compensation not to exceed \$900.00; and

WHEREAS, the Town Board of the Town of Riverhead wishes to retain Jennifer Mesiano as a consultant to provide grant writing services for a grant to NYSOEM/FEMA regarding HMGP-1899 for funding assistance through the State of New York due to unprecedented flooding from storms in March and April 2010; and

WHEREAS, Jennifer Mesiano of Mesiano Consulting has estimated that the performance of professional services shall not be greater than \$1,500.00, excluding approvable disbursements; and

WHEREAS, the Police Department recommends that the Town enter into an extension for additional grant writing services of Jennifer Mesiano of Mesiano Consulting.

NOW THEREFORE BE IT RESOLVED, that the Town Board hereby authorizes the Supervisor to execute a Professional Services Agreement between the Town of

Riverhead and Jennifer Mesiano of Mesiano Consulting as annexed hereto; and be it further

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to Jennifer Mesiano of Mesiano Consulting, the Financial Administrator and the Chief of Police; and be it further

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

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

PROFESSIONAL SERVICES AGREEMENT

This agreement made this _____ day of April 2011 by and between the Town of Riverhead, a Municipal Corporation, having its principal offices at 200 Howell Avenue, Riverhead New York (hereinafter referred to as the "TOWN"), and MESIANO CONSULTING, with its principal place of business at 28 East Point Lane, Hampton Bays, New York 11946 (hereinafter referred to as the CONSULTANT").

WITNESSETH

WHEREAS, the Town is in need of assistance of grant writing services for a grant to NYSOEM/FEMA regarding HMGP-1899 for funding assistance through the State of New York due to unprecedented flooding from storms in March and April 2010; and

WHEREAS, Consultant is, by skill training and expertise, qualified to render such services, and

NOW THEREFORE, the parties hereto mutually agree as follows:

1. SERVICES

That Consultant shall provide, at the Town's request consulting services as set forth in Exhibit "A".

2. COMPENSATION

In consideration for these services rendered by the Consultant under this agreement, the Town agrees to pay the Consultant as follows:

1. At an hourly fee of \$150.00 which consultant fee shall not exceed \$1,500.00.

3. PAYMENTS

Consultant shall submit invoices to the Town every month and will indicate time and expenses incurred during that period pursuant to the tasks identified herein. Invoices shall be due and payable to Consultant within 30 days of their receipt by the Town. The Town has the right to withhold payment for portions of work not completed, after notification to Consultant unless the schedule is extended for reasons beyond the control of Consultant, including extra agency review or other unanticipated events.

4. TERM OF AGREEMENT

The Agreement shall commence on the date it is fully executed and delivered by the Town to Consultant and shall expire upon completion of the work specified herein to the satisfaction of the Town.

5. TERMINATION

This Agreement may be terminated at any time by either party upon 30 days written notice to the other party. In the event of such termination, Town shall have no further obligation to Consultant except to make any payments which may have become due under this Agreement. In such event, the Consultant shall be paid such part of the fee as shall have been determined to fairly compensate the Consultant, in the sole opinion of the Town for work done by it.

6. MODIFICATIONS TO AGREEMENT

This Agreement may only be modified in writing and such modification is subject to approval by the Town Board of the Town pursuant to a duly adopted resolution.

7. PERFORMANCE OF PROFESSIONAL SERVICES

Consultant will perform its service hereunder in a timely manner. Consultant shall not be responsible for delays occasioned by factors beyond its control nor by factors which could not reasonably have been foreseen at the time this Agreement was executed.

Consultant shall be entitled to rely on information provided by the Town provided said information is sealed by a licensed professional where appropriate or directly provided to Consultant by the Town.

Consultant shall perform its services in accordance with the professional standards applicable to the services provided, i.e. information technology, at the time such services are rendered.

Estimates made by Consultant of probable costs and detailed cost projections represent consultant's judgment with respect thereto. It is recognized, however, that Consultant has no control over actual site conditions or the cost of materials or equipment. However, Consultant will advise the Town prior to ordering any materials or equipment prices if said prices have increased beyond that quoted herein.

All drawing, specifications, reports, notes and data developed pursuant to this Agreement are instruments of service, and as such, the original documents will become the property of the Town.

Except as otherwise provided herein, the parties agree that Consultant's liability under this agreement and for the project shall be limited to the total contract cost to the Town as specified herein and any modifications made thereto.

8. CONFIDENTIALITY - HOLD SAFE & HARMLESS

Consultant understands and recognizes that in conducting the work authorized by this agreement its employees and or agents may have access to confidential or sensitive Town documents and/or records. Consultant agrees that it shall not copy, utilize, distribute or otherwise provide unauthorized access to any Town documents and/or records.

Consultant agrees to indemnify and hold the Town harmless from any and all damages it may incur by reason of the unauthorized distribution, use or exposure of Town documents together with the Town's reasonable attorneys fees incurred in connection with such unauthorized distribution, use or exposure of confidential Town documents. Consultant shall immediately notify the Town in writing should its employees or agents become aware that copying, use, distribution or other unauthorized exposure of Town documents has occurred.

9. CONTROLLING LAW

This Agreement shall be construed according to the laws of the State of New York.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto.

TOWN OF RIVERHEAD

MESIANO CONSULTING

By: _____
Sean M. Walter, Supervisor

By: _____
Jennifer Mesiano



Mesiano Consulting
28 East Point Lane
Hampton Bays, NY
11946

Billed To
Town of Riverhead
200 Howell Ave
Riverhead NY 11901

Estimate

Apr 08, 2011
Estimate # 114

\$1,500.00

valid until Apr 29, 2011

Item	Hrs / Qty	Rate / Price	Subtotal
Prepare response to NYSOEM/FEMA comments/ HMGP-1899: Prepare and coordinate preparation of materials needed to respond to written and verbal comments provided by NYSOEM and FEMA with regard to HMGP-1899. Materials to include supplemental information and revised grant application materials. Coordination with Police, Engineering, other Town departments and TetraTech as necessary. Final deliverable is the completed response package ready for final signature by Town Supervisor. Deadline for submittal is April 29, 2011.	10	\$150.00	\$1,500.00

Total hours estimated: 10. Billing is for actual hours logged.
This is a not-to-exceed figure.

If upon further discussion scope of work is substantially revised, a new cost proposal may be required.
Payment due upon invoicing. There are no contingency fees.

04.20.2011
110291

ADOPTED

TOWN OF RIVERHEAD

Resolution #291

**AUTHORIZES THE SUPERVISOR TO EXECUTE STIPULATION OF SETTLEMENT
AGREEMENT WITH CIVIL SERVICE EMPLOYEES
ASSOCIATION, INC. , LOCAL 1000, AFSCME, AFL-CIO, RIVERHEAD
UNIT OF THE SUFFOLK LOCAL, #852**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

NOW, THEREFORE, it is hereby

RESOLVED, that the Supervisor is hereby authorized to execute A Stipulation of Settlement with the CSEA regarding PERB Case No. U-30079, and be it further

RESOLVED that the Town Clerk is hereby directed to forward a copy of this resolution to the Local CSEA, Personnel Director, the Office of the Town Attorney and the Financial Administrator.

THE VOTE

Giglio Yes No

Gabrielsen Yes No

Wooten Yes No

Dunleavy Yes No

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

04.20.2011
110292

ADOPTED

TOWN OF RIVERHEAD

Resolution # 292

**AUTHORIZES THE SUPERVISOR TO EXECUTE STIPULATION OF SETTLEMENT
AGREEMENT WITH CIVIL SERVICE EMPLOYEES
ASSOCIATION, INC. , LOCAL 1000, AFSCME, AFL-CIO, RIVERHEAD
UNIT OF THE SUFFOLK LOCAL, #852**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

NOW, THEREFORE, it is hereby

RESOLVED, that the Supervisor is hereby authorized to execute A Stipulation of Settlement with the CSEA regarding PERB Case No. U-29756, and be it further

RESOLVED that the Town Clerk is hereby directed to forward a copy of this resolution to the local CSEA, the Personnel Director, the Office of the Town Attorney and the Financial Administrator.

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 293

**AUTHORIZES THE SUPERVISOR TO EXECUTE AN AMENDED AGREEMENT
AUTHORIZING THE TOWN TO ACCEPT FUNDS FROM SUFFOLK COUNTY
OFFICE FOR THE AGING TO SUPPLEMENT THE TOWN'S EXPANDED
IN-HOME SERVICES FOR THE ELDERLY PROGRAM**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, the Senior Citizen Department offers a wide variety of programs, activities and support services including non-medical in-home personal care to the elderly residents of the Riverhead community; and

WHEREAS, Suffolk County Office for the Aging is interested in defraying a portion of the non-medical in-home personal care costs incurred by the Senior Citizen Department; and

WHEREAS, the Senior Citizen Department is interested in supplementing its in-home personal care to the elderly residents of the Riverhead community; and

NOW, THEREFORE, BE IT RESOLVED, that the Supervisor is hereby authorized to execute the attached amended agreement authorizing the Town of Riverhead to accept funds from Suffolk County Office for the Aging for the purpose of supplementing the budget of the Town's non-medical in-home personal care program for the elderly residents of Riverhead on a fee-for-service basis at the rate of \$14.54 per unit of service; and be it further

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

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

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter 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 ("the Department"), located at 100 Veterans Memorial Highway, P.O. Box 6100, Hauppauge, New York 11788-0099; and

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

The Contractor has been designated to receive funds from the County for Expanded In-Home Services for the Elderly Program (EISEP) and Community Services for the Elderly (CSE) Program ("the Services") as set forth in Article I, entitled "Description of Services."

Term of the Contract: April 1, 2011 through March 31, 2012; with one one year extension, to be exercised at the County's discretion, on the same terms and conditions herein.

Total Cost of the Contract: Shall be paid on a fee-for service basis at the rate of \$14.54 per unit of service as set forth in Exhibit 6.

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. Tax ID #: 11-6001935
Date _____

By: _____
Title: Deputy County Executive
Date: _____

_____ hereby certifies under penalties of perjury that I am an officer of _____, that I have read 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 Rhodes-Teague
Director, Office for the Aging
Date _____

Recommended:

By: _____
Ritva Gottesman
Asst. Senior Citizen Program Coordinator
Date _____

Name _____
Date _____

Approved as to Legality:
Christine Malafi, County Attorney

By: _____
S. Betsy Heckman
Assistant County Attorney
Date _____



0009122

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Article I

Description of Services

Whereas, the Suffolk County Legislature has adopted the Suffolk County Operating Budget through Resolution No. 980-2010; and

Whereas, the Expanded in Home Services has been designated as a line item in the Suffolk County Operating Budget to receive funding; and

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

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

1. Conflicting Provisions

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

2. Goals of Program

The Contractor shall provide EISEP/CSE Housekeeper/Chore services to functionally impaired persons aged sixty or over, who are not eligible to receive the same or similar services available under Titles XVIII, XIX, or XX of the Federal Social Security Act or any other governmental program, with non-medical in-home services. These services allow elderly persons remain safe and independent in their own homes.

3. General

In general, but without limitation, the Contractor shall be required to comply with the criteria below:

- A. The **Contractor** agrees to adhere to the applicable New York State Office for the Aging Regulations ("Regulations") governing the Expanded in-Home Services for the Elderly Program 9NYCRR part 6654, as now in effect or as amended hereafter. (See Article IA attached)
- B. Contractor acknowledges that comprehensive assessment, by a Suffolk County Office for the Aging caseworker, is prerequisite to provision of non-medical in-home personal care. The eligibility, prioritization, care plan, financial status, cost share and discharge are determined by the case manager in accordance with EISEP Standards. The Contractor shall provide service as authorized in the care plan.
- C. One unit of EISEP/CSE Housekeeper/Chore service is equal to one hour of non-medical in-home personal care activities provided to or on behalf of the client as ordered on the care plan, excluding travel time.
- D. Reimbursement per unit of service is to be made at the rate as stated on the cover page under Total Cost of Agreement, in full reimbursement without regard to expenses actually incurred. Reimbursement will be made only for actual services rendered, as authorized in the care plan.

- E. The Contractor shall comply with determinations made by the Department's case managers as to the portion of cost-sharing by participants. Such cost sharing shall be deducted from the amount to be reimbursed by the County. Contractors shall be responsible for the collection of that portion in accordance with the EISEP cost-share collection procedure.
- i. In the event that the contractor cannot collect cost-sharing fees from clients despite the contractor's demonstrated good faith effort, the Contractor shall submit a Standard County Voucher monthly for any revenue adjustment.
 - ii. Should a circumstance arise where the Contractor has vouchered and been reimbursed by the County for an uncollectible cost-sharing fee, and is subsequently paid by the client, the Contractor shall submit a Standard County Voucher monthly for any revenue adjustment, regardless that the Term of Agreement has been completed.

- F. The Contractor has the obligation to inform any senior citizen who is not required to share a portion of the cost of service of the opportunity to make a free, willing and anonymous contribution. All contributions collected shall be deducted from the amount to be reimbursed by the County. Service may not be denied, however, if a person is unable or unwilling to make a contribution. An audit trail of all incoming contributions received must be reported monthly. All contributions generated under EISEP/CSE shall remain with EISEP/CSE and must be used to expand services. The Contractor must send a letter to each recipient at least annually informing him/her of the opportunity to contribute. The letter must include the sources of funding for the program and the following information:

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

4. Description of Personal Care

The personal care to be provided by the Program shall consist of, but not be limited to, the following:

Personal Care Level 1

A service that includes some or total assistance with the following tasks on behalf of or to assist a person commensurate with the person's limitations in IADLs (Instrumental Activity of Daily Living):

- Making and changing beds
- Dusting and vacuuming the rooms which the person uses.
- Light cleaning of the kitchen, bedroom and bathroom
- Dishwashing
- Listing needed supplies
- Shopping for the person
- The person's laundering, including necessary ironing and mending

- Preparing meals, including simple modified diets
- Paying bills and other essential errands
- Escorting to appointments and community activities

5. **Reporting Requirements**

The Contractor shall submit monthly reports covering program activity and monthly schedule reports covering units of service and expenses. These reports must be submitted to the Department by the tenth day of the month following the period being reported. Any other reports, such as the personal care weekly worksheets, shall be submitted as required by the Department. Such reports must be on a form specified by the Department and shall comply with all procedures required by the Department for the proper payment of vouchers and audits.

6. **Promotions and Advertisements**

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

**Funding Provided by the New York State Office for the Aging
and the
Suffolk County Office for the Aging**

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

7. **Administration**

- A. Overall administration of this program will be the responsibility of the Contractor. The Contractor or its designee will insure proper implementation and direction of the service, act as liaison between the Department and the actual service and insure accuracy and timeliness of submission of all reporting forms and expenditures.
- B. Program staff shall attend meetings and training as requested by the Department.

8. **Contractor's Staff**

The Contractor agrees to employ adequate numbers of qualified staff and supervisory personnel to assure satisfactory conduct of the program. The Contractor will have on file with the Department the procedures to be followed by workers and other staff in case of emergency, and policies and procedures for providing backup workers when the usual worker is not available. A "pool" of employees specifically dedicated to this service must be designated with the responsibility to fill in for all absences and emergency situations.

- A. The County shall have the right to prior approval of the filling of any housekeeper supervisor position and shall be advised by the Contractor of the duties and compensation of all personnel assigned to the EISEP/CSE program.
- B. Each non-medical in-home service worker shall receive regularly scheduled supervision in each client's home by the designated housekeeper supervisor at least once every six (6) months. Supervisory visits are to be unannounced to the in-home services worker. Copies of the supervisory reports must be kept on file and made available to the Department if requested.

9. Screening Of Home Care Personnel

The Contractor shall adhere to the requirements of 9NYCRR 6654.17 (j) now in effect or as amended hereafter with regard to its personnel.

10. 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 Agreement and shall result in a freeze on all monies due and owing to the Contractor until compliance by the Contractor.

11. Incident Reporting

The contractor will report at least verbally to the Department, within 24 hours, any incidents or claims involving the client, whether the incident requires medical attention or not. The contractor will report any circumstances outside normal events that affect the well-being of the client, including deteriorating conditions and significant changes that might lead to unsafe conditions for the client. A written follow-up of such incidents shall be sent to the Department within 5 days of the occurrence.

12. Nonsectarian/Nonpartisan Declaration

The Contractor agrees that all services performed under this Agreement are secular and nonpartisan in nature and that no funds received pursuant to this Agreement will be used for sectarian purposes or to further the advancement of any religion, candidate or partisan effort. Furthermore, the Contractor agrees that all program services are and will be available to all eligible individuals regardless of religious belief or political affiliation.

13. Monitoring

A. The Contractor agrees to permit the Department's staff and staff of the New York State Office for the Aging to review programmatic records and to monitor training, supervision and services at any time.

B. 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 original documentary evidence.

End of Article I

Law No
EISEP/CSE Housekeeper/Chore

IFMS No. 0000000 _____
NO. 001-6778/6777-4980-95285 _____

Article IA

New York State Office for the Aging Regulations ("Regulations") governing the Expanded in-Home Services for the Elderly Program 9 NYCRR Part 6654

~~Application shall be required if such person does not have available, prior to paying such medical expenses, funds equal to or exceeding the amount by which such person's income exceeds the level specified for Medicaid eligibility.~~

(aj) The case manager shall assist the area agency in obtaining reimbursement for covered services provided to clients during any period during which such clients were eligible for Medicaid, including assistance in obtaining and presenting materials required under an agreement between the area agency and the local department of social services governing such reimbursement.

(ak) The case manager shall assist the area agency in ensuring that applicants who appear to be eligible for Medicaid receive services in as timely manner as applicants who do not appear to be eligible for Medicaid.

Historical Note

~~Sec. filed: Jan. 13, 1987 as emergency measure; March 13, 1987 as emergency measure; May 12, 1987 as emergency measure; July 10, 1987 as emergency measure; July 10, 1987; amd. filed June 29, 1999 eff. July 14, 1999.~~

Section 6654.17 EISEP in-home services.

(a) Each area agency receiving EISEP service funds shall ensure provision of both housekeeping/chore and homemaking/personal care services as needed by EISEP participants as determined in compliance with the assessment procedures prescribed in section 6654.16 of this Part.

(b) An in-home service provided as a respite service as described in section 6654.18 of this Part shall be so documented in the client case record and reported as a respite service in the forms prescribed by the office.

(c) An in-home services agency shall have and ensure that all in-home services workers are familiar with written procedures for responding to emergency situations.

(d) The area agency shall ensure that any certified home health agency providing EISEP in-home services shall, in fulfilling its charity care requirements, serve elderly individuals at least in proportion to their percentage in the population.

(e) Housekeeping/chore services include assistance with only the following tasks on behalf of or to assist a client:

(1) making and changing beds;

- (2) dusting and vacuuming the rooms which the client uses; ✓
 - (3) light cleaning of the kitchen, bedroom and bathroom; ✓
 - (4) dishwashing; ✓
 - (5) listing needed supplies; ✓
 - (6) shopping for the client if no other arrangements are feasible; ✓
 - (7) the client's laundering if no family member is available or able, including necessary ironing and mending; ✓
 - (8) meal preparation, including simple modified diets; ✓
 - (9) payment of bills and other essential errands; and ✓
 - (10) escort to appointments and community activities. ✓
- (f) Homemaking/personal care services include only:
- (1) assistance with the tasks listed in subdivision (e) of this section;
 - (2) assistance with:
 - (i) bathing of client in the bed, tub or shower; ✓
 - (ii) dressing; and ✓
 - (iii) grooming, including care of hair, shaving, and ordinary care of nails, teeth and mouth; and ✓
 - (3) some assistance with the following tasks performed and completed by the client:
 - (i) toileting, including assisting the client on and off the bedpan, commode or toilet;
 - (ii) walking within and outside the home;
 - (iii) transferring from bed to chair or wheelchair;
 - (iv) preparation of meals in accordance with modified diets, including low sugar, low fat, low salt and low residue diets, as prescribed;

(v) feeding;

(vi) at the request of the client, with self-administration of medication, including prompting client of time, bringing the medication to the client, opening the container, removing medication from the container and providing necessary liquids for taking the medication, acting as an extension of the client;

(vii) routine skin care, including application of nonprescription skin care products;

(viii) in a nontechnical manner in following directions of a qualified professional for use of medical supplies and equipment such as walkers and wheelchairs; and

(ix) changing simple dressings.

(g) To the extent feasible, the same worker should be assigned to a client whenever possible. An in-home services agency or area agency directly providing the services shall have a back-up system for worker substitution when the regular worker is not available.

(h) A personal care worker shall be able to read, write, and speak in English and, where applicable, in the client's primary language; understand and carry out instructions; record messages and keep simple records; and communicate with clients, their families and others involved in caregiving.

(i) An in-home services agency or area agency directly providing the services shall ensure that in-home workers perform tasks as specified in a client's care plan and service schedule.

(j) An in-home services agency or area agency directly providing the services shall screen in-home workers and job applicants for previous history of client abuse or criminal conviction for a felony relevant to their duties.

(k) An in-home services agency or area agency directly providing the services shall ensure that:

(1) all in-home workers are in good physical health;

(2) the health status of all new personnel is assessed and documented prior to the beginning of patient contact, to ensure that he or she is free from any health impairment that is of potential risk to the patient, patient's family or informal caregivers, or employees or that may interfere with the performance of duties;

(3) a record of the following tests and examinations is maintained for all employees who have direct client contact:

(i) immunization to rubella, consistent with good medical practice, except that women of childbearing age shall have a screening test approved by the New York State Department of Health, to be followed by immunization as appropriate;

(ii) ppd (Mantoux) skin test for tuberculosis prior to employment and no less than every two years thereafter for negative findings. Positive findings shall require appropriate clinical follow-up but no repeat skin test;

(iii) any test that may be required by the local board of health; and

(iv) an annual, or more frequent if necessary, health status assessment to assure that all personnel are free from any health impairment that is of potential risk to the patient, family, or employees or that may interfere with the performance of his or her duties.

(l) Each in-home services worker shall receive an annual assessment of his or her performance and effectiveness.

(m) The in-home services agency or area agency directly providing the services shall have adequate insurance coverage for workers which may include self-insurance against liability claims resulting from personal or property injury.

(n) Each person providing housekeeping/chore services shall:

(1) be instructed, prior to delivering any in-home services, on how to work with the elderly;

(2) receive an orientation, prior to delivering any in-home services to:

(i) the housekeeping/chore tasks which the worker may perform;

(ii) the policies and procedures of the provider agency; and

(iii) the rights of clients as set forth in section 6654.16 of this Part;

(3) receive on-the-job training as needed to instruct the housekeeping/chore worker in a particular skill or technique or

to assist in resolving problems in individual care situations.

(o) Each person performing homemaking/personal care services shall:

(1) participate successfully, as documented in such person's personnel file and through compliance monitoring by the area agency, in a training program approved by the office. The office will approve any equivalent program for personal care workers approved by the State Department of Social Services or any equivalent program for home health aides approved by the State Department of Health. For approval by the office, the training must include:

(i) prior to delivering any homemaking/personal care service, successful completion of basic training (or certification by the area agency of equivalent knowledge and skills according to criteria approved by the office) in:

- (a) orientation to the agency, community, and the service;
- (b) working with the elderly;
- (c) body mechanics;
- (d) homemaking/personal care skills, taught by a registered nurse;
- (e) safety and accident prevention; and
- (f) food, nutrition and meal preparation.

(ii) Within three months of being hired to deliver homemaking/personal care services, successful completion (or certification by the area agency of equivalent knowledge and skills according to criteria approved by the office), as documented by attendance records and evaluation materials, of basic training:

(a) directed by a registered professional nurse or social worker or home economist with at least a bachelor's degree or four years professional experience in an area related to delivery of human services or education;

(b) totalling at least 40 hours of classroom type training;

(c) covering the topics listed in subparagraph (i) of this subdivision; and:

- (1) the family and family relationships;
- (2) the child in the family;
- (3) mental illness and mental health;
- (4) care of the home and personal belongings; and
- (5) family spending and budgeting;

(d) involving appropriate staff and community resources, such as public health nurses, home economists, physical therapists and social workers; and

(e) including evaluation of each person's competency in the required content according to criteria and methods for determining successful completion encompassing:

- (1) attendance at all classes or equivalent instruction;
- (2) determination of ability to competently perform required tasks and establish good working relationships with others;
- (3) written, performance and oral testing; instructor observations of overall performance, attitudes and work habits, preparation of assignments or home study materials; or other methods;

(iii) for at least three hours semiannually, successful participation in in-service training to develop, review or expand skills or knowledge; and

(iv) successful participation in periodic on-the-job training, as needed, in specific skills or techniques, or to assist in resolving problems in individual case situations, as deemed necessary by the supervising professional according to criteria for evaluating job performance and ability to function competently and safely; and

(2) provide references which shall be checked by the in-home services agency.

(p) Each in-home services worker shall:

(1) have or be designated a supervisor who shall:

(i) be a registered nurse or licensed practical nurse with two years of related experience; or possess a bachelors degree with a major in social work, psychology, counseling or related

field and one year of experience in the health or social services field; or have five years of related experience; and

(ii) have received an orientation from the area agency on EISEP's design, objectives, local administration, standards, policies and procedures;

(2) receive the first supervisory visit in the home of each client to whom he or she is regularly assigned within five working days of the first time he or she is to provide services to the client. If the visit does not take place the first time the worker is to provide services to the client, the supervisor shall contact the client by phone or letter, prior to service delivery, to inform the client of who the worker will be. The first in-home supervisory visit shall include:

(i) demonstration and instruction to the worker and the client concerning specific tasks to be performed;

(ii) orientation to the client and worker; and

(iii) clarification of the roles and responsibilities of the worker, the client and the supervisor in relation to the service plan;

(3) receive regular supervision by the designated supervisor unannounced to the worker in each client's home at least every six months during which the supervisor shall:

(i) evaluate the in-home service worker's performance of required tasks;

(ii) provide to the in-home service worker information, consultation, instruction, and demonstration as needed;

(iii) determine the extent to which client needs are appropriately and adequately being met;

(iv) follow up, as specified by the case management agency, with the client's case manager to report the findings of the supervisory visit; and

(v) provide the client and his or her authorized representative an opportunity to discuss in privacy with the supervisor the service being provided; and

(4) receive administrative supervision on a regular basis.

(q) Records of in-home services agencies are subject to review

only by the client, his or her authorized representative, case manager, case manager supervisor, area agency, office, or other authorized program or fiscal monitoring agents.

(r) An in-home services agency or area agency directly providing the services shall maintain a case record for each client receiving in-home services:

(1) containing:

(i) current and past care plan summaries;

(ii) a copy of the current and past authorizations for service;

(iii) a list of names and dates of workers who provide the in-home services;

(iv) dated verifications of service provision, signed by the client or his or her authorized representative;

(v) accident or incident reports;

(vi) on-going narrative notes of a substantive nature that include but are not limited to:

(a) observations;

(b) problems;

(c) plans of action;

(d) records of telephone contacts; and

(e) records of in-home supervisory visits;

(2) updated in a timely manner; and

(3) maintained for six years from the end of the State fiscal year in which the client last received services.

(s) An in-home services agency or area agency directly providing the services shall maintain a personnel record for each in-home services worker containing evidence of compliance with this section. No reimbursement shall be available for services provided by individuals who are not trained and supervised in accordance with this section.

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

process; or

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

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

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

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

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

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

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

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

“**State**” means the State of New York.

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

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

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

2. Elements of Interpretation

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

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

End of Text for Article II

Article III
General Terms and Conditions

1. Contractor Responsibilities

a. Duties and Obligations

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

b. Qualifications, Licenses, and Professional Standards

- 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 paragraph 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 24 of this Article III.

d. **Duties upon Termination**

- i.) The Contractor shall discontinue the Services as directed in the termination notice.
- ii.) The County shall pay the Contractor for the Services rendered through the date of termination.
- iii.) The County 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. At the County's option, the County may defend any such proceeding or action and require the Contractor to pay reasonable attorneys' fees of 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 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. In the case of commercial general liability 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.
- e. 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.
- f. In the event the Contractor shall fail to provide evidence of insurance, the County may provide the insurance required in such manner as the County deems appropriate and deduct the cost thereof from a Fund Source.
- g. If the Contractor is a Municipal Corporation and has a self-insurance program under which it acts as a self-insurer for any of such required coverage, the Contractor shall provide proof, acceptable to the County, of self-funded coverage.

5. **Independent Contractor**

The Contractor is not, and shall never be, considered an employee of the County for any purpose. Notwithstanding anything 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.

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.

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, 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;

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

vi.) such other information as the County may reasonably require.

17. **Changes to Contractor**

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

i.) if the Contractor is a partnership, the withdrawal or change, whether voluntary, involuntary or by operation of law, of the partners, or transfer of partnership interests (other than the purchase of partnership interests by existing partners, by the partnership itself or the immediate family members by reason of gift, sale or devise), or the dissolution of the partnership without immediate reconstitution thereof, and

ii.) if the Contractor is a closely held corporation (i.e. whose stock is not

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 143 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 24 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 and Publicity

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

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

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

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 Chapter 234, as more fully set forth in the Article entitled "Suffolk County Legislative Requirements," the Contractor shall maintain the documentation mandated to be kept by this law on the construction site at all times. Employee sign-in sheets and register/log books shall be kept on the construction site at all times and all covered employees, as defined in the law, shall be required to sign such sign-in sheets/register/log books to indicate their presence on the construction site during such working hours.

24. 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.)

Law No
EISEP/CSE Housekeeper/Chore

IFMS No. 0000000 _____
NO. 001-6778/6777-4980-95285 _____

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 347, of the Suffolk County Code.

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

Required Forms:

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

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

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

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

County Contractors (as defined by section 466-2) shall comply with all requirements of Chapter 466 of the Suffolk County Code, including the following prohibitions:

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

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

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

Under the provisions of Chapter 466, the County shall have the authority, under appropriate circumstances, to terminate the Contract and to seek other remedies as set forth therein, for violations of this Law.

Required Form:

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

4. **Lawful Hiring of Employees Law**

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Chapter 234 of the Suffolk County Code.

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."

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

5. **Gratuities**

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

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

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

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

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

7. **Child Sexual Abuse Reporting Policy**

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

The Contractor shall comply with Article IV of Chapter 577, of the Suffolk County Code, entitled "Child Sexual Abuse Reporting Policy," as now in effect or amended hereafter or of any other Suffolk County Local Law that may become applicable during the term of the Contract with regard to child sexual abuse reporting policy.

8. **Non Responsible Bidder**

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Article II of Chapter 143 of the Suffolk County Code.

Upon signing the Contract, the Contractor certifies that it has not been convicted of a criminal offense within the last ten (10) years. The term "conviction" shall mean a finding of guilty after a trial or a plea of guilty to an offense covered under the provision of section 143-5 of the Suffolk County Code under "Nonresponsible Bidder."

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

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of section 590-3 of Article III of Chapter 590 of the Suffolk County Code.

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

10. **Youth Sports**

It shall be the duty of the Contractor to read, become familiar with, and comply with Article III of Chapter 419 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 211 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. **Suffolk County Local Laws Website Address**

Suffolk County Local Laws, Rules and Regulations can be accessed on the Suffolk County website by following the County's Ez link to the Laws of Suffolk County.

End of Text for Article IV

Article V
General Fiscal Terms and Conditions

1. General Payment Terms

a. Presentation of Suffolk County Payment Voucher

In order for payment to be made by the County to the Contractor for the Services, the Contractor shall prepare and present a Suffolk County Payment Voucher, which shall be documented by sufficient, competent and evidential matter.

b. Voucher Documentation

The Suffolk County Payment Voucher shall list all information regarding the Services and other items for which expenditures have been or will be made in accordance with the Contract. Either 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.

2. **Subject to Appropriation of Funds**

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

b. If the County fails to receive Federal or State funds originally intended to pay for the Services, or to reimburse the County, in whole or in part, for payments made for the 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.

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.

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. 4-2004.

m. Salaries

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

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.

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 County Department of Audit and Control and any amendments thereto during the Term. The County shall provide the Contractor with a copy of any amendments to the "Comptroller's Rules and Regulations for Consultant Agreements" during the Term.

End of Article V

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 4-04
- Exhibit 10** Comptroller's Rules and Regulations for Consultant's Agreements
- Exhibit 11** Statement of Other Contracts

TOWN OF RIVERHEAD

Resolution # 294

AUTHORIZES THE SUPERVISOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH CASHIN ASSOCIATES, P.C. FOR REVISION OF CURRENT BID SPECIFICATIONS FOR SANITATION DEPARTMENT

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Town of Riverhead desires to revise current bid specifications and make a modification to specifications to incorporate resource recovery as required by the Solid Waste Management Plan and Comprehensive Recycling Analysis filed with New York State Department of Environmental Conservation; and

WHEREAS, Cashin Associates, P.C. has vast experience in the area of solid waste engineering and planning services; and

WHEREAS, Cashin Associates, P.C. submitted a proposal to perform professional engineering services required to revise current bid specifications for yard waste, construction and demolition debris, and collection of residential solid waste; and

NOW THEREFORE BE IT RESOLVED, that the Town Board hereby authorizes the Supervisor to execute a Professional Services Agreement with Cashin Associates, P.C. in an amount not to exceed \$5000.00 in substantially the same form annexed hereto; and be it further

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 295

**APPROVES CHAPTER 90 APPLICATION OF CHURCH OF THE HARVEST
(RIVERHEAD COMMUNITY APPRECIATION DAY)**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, on March 1, 2011, Church of the Harvest had submitted a Chapter 90 Application for the purpose of conducting an event entitled "Riverhead Community Appreciation Day" to include music, literature and food, to take place at the East End Arts Council located at 133 East Main Street, Riverhead, New York on Saturday, July 23, 2011 between the hours of 1:00 p.m. and 6:00 p.m.; and

WHEREAS, Church of the Harvest has completed and filed a Short Environmental Assessment Form in accordance with 6 NYCRR 617; and

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

WHEREAS, the applicant has paid the Chapter 90 Application fee; and

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

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

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

RESOLVED, that the Chapter 90 Application of the Church of the Harvest to conduct an event entitled "Riverhead Community Appreciation Day" to include music, literature and food, to take place at the East End Arts Council located at 133 East Main Street, Riverhead, New York on Saturday, July 23, 2011 between the hours of 1:00 p.m. and 6:00 p.m., is hereby approved; and be it further

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

RESOLVED, that any necessary tent permits must be obtained and any tent installations and all electric shall comply with the applicable provisions of the Building and Fire Code of New York State and the National Electrical Code and National Fire Protection Agency 102 (Tents & Membrane Structures); and be it further

RESOLVED, that this approval is subject to a fire safety inspection by the Town Fire Marshal prior to the opening of this event to the public. The Riverhead Fire Marshal shall be contacted at least three days in advance at (631) 727-3200 extension 601, for the purpose of arranging the pre-event inspection appointment; and be it further

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to Church of the Harvest, P.O. Box 1086, Riverhead, New York, 11901 and the East End Arts Council, 133 E. Main Street, Riverhead, NY, 11901; and be it further

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 296

**APPROVES CHAPTER 90 APPLICATION OF EAST END ARTS & HUMANITIES
COUNCIL, INC.
(15th Annual Community Mosaic Street Painting Festival)**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, on February 23, 2011, the East End Arts & Humanities Council Inc. ("EEAC") submitted a Chapter 90 Application for the purpose of conducting their 15th Annual Community Mosaic Street Painting Festival with music and art exhibits to be held on EEAC grounds and parking lot, Riverhead, New York, on Sunday, May 29, 2011 having a rain date of Monday, May 30, 2011, between the hours of 12:00 noon and 5:00 p.m.(set up at 8:00 a.m.to 12:00 noon); and

WHEREAS, EEAC has completed and filed a Short Environmental Assessment Form in accordance with 6 NYCRR 617; and

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

WHEREAS, the applicant has requested the 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 of the Town of Riverhead has reviewed all documents including the certificate of insurance regarding said application.

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

RESOLVED, that the application of EEAC for the purpose of conducting their 15th Annual Community Mosaic Street Painting Festival with music and art exhibits to be held on EEAC grounds and parking lot, Riverhead, New York, on Sunday, May 29, 2011, having a rain date of Monday, May 30, 2011, between the hours of 12:00 noon and 5:00 p.m. (set up at 8:00 a.m. to 12:00 noon) is hereby approved; and be it further

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

RESOLVED, that the Town Board of the Town of Riverhead hereby waives the Chapter 90 Application fee; and be it further

RESOLVED, that a fire safety inspection by the Town Fire Marshal is required prior to the opening of this event to the public. The Riverhead Fire Marshal shall be contacted at least three days in advance at (631) 727-3200 extension 601, for the purpose of arranging the "pre-opening" inspection appointment; and be it further

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to the East End Arts & Humanities Council, Inc., 133 East Main Street, Riverhead, New York, 11901;

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 297

APPROVES CHAPTER 90 APPLICATION OF TIMOTHY HILL CHILDREN'S RANCH
(Dinner/Dance – May 14, 2011)

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, on April 4, 2011, the Timothy Hill Children's Ranch submitted a Chapter 90 Application for the purpose of conducting a fundraiser Dinner/Dance to be held at 298 Middle Road, Riverhead, New York, on Saturday, May 14, 2011, between the hours of 6:30 p.m. and 11:00 p.m.; and

WHEREAS, Timothy Hill Children's Ranch has completed and filed a Short Environmental Assessment Form in accordance with 6 NYCRR 617; and

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

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

WHEREAS, the applicant has requested the application fee be waived due to its not-for-profit status; and

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

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

RESOLVED that the Chapter 90 Application of Timothy Hill Children's Ranch for the purpose of conducting a fundraiser Dinner/Dance to be held at 298 Middle Road, Riverhead, New York, on Saturday, May 14, 2011, between the hours of 6:30 p.m. and 11:00 p.m., is hereby approved; and be it further

RESOLVED, that this approval is subject to Riverhead Town Code Chapter 81 entitled, "Noise Control" and that applicant shall not exceed the noise limits as defined in Section 81-5 Prohibited Acts.; and be it further

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

RESOLVED, that approval for this event shall be subject to the receipt of required Suffolk County Department of Health permit(s), including the food handling permit(s); and be it further

RESOLVED, that Timothy Hill Children's Ranch shall provide adequate personnel to direct all visitors to designated parking areas. There shall no parking permitted on Middle Road. Parking on Farm Road and Rabbit Run shall be permitted on the *west side only* to ensure emergency vehicle access; and be it further

RESOLVED, that a fire safety inspection by the Town Fire Marshal is required prior to the opening of this event to the public so that an outdoor place of assembly permit can be issued. The Riverhead Fire Marshal shall be contacted at least three days in advance at (631) 727-3200 extension 601 for the purpose of scheduling the required inspection appointment; and be it further

RESOLVED, that the Town Board hereby waives the Chapter 90 Application fee in connection with this event; and be it further

RESOLVED, that the Town Clerk is hereby authorized to forward a certified copy of this resolution to Timothy Hill Children's Ranch, 298 Middle Road, Riverhead, New York, 11901, Attn: Janet Liles; and be it further

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 298

**RATIFIES THE AUTHORIZATION FOR THE SUPERVISOR TO ENDORSE A CHECK
IN THE AMOUNT OF \$7,816.68 MADE PAYABLE TO THE TOWN OF RIVERHEAD
COMMUNITY DEVELOPMENT DEPARTMENT AND PETER AND JACQUALINE
JACKALONE**

Councilman Dunleavy offered the following resolution,
which was seconded by Councilman Wooten

WHEREAS, Peter and Jacqualine Jackalone are owners of a manufactured home which received repairs pursuant to the Town of Riverhead Community Development Department's Home Improvement Program in 2005; and

WHEREAS, American Modern Home Insurance Company determined that the Jackalone's manufactured home sustained roof damage from water and ice and has issued a check in the amount of \$7,816.68 to compensate the Jackalone's for their loss; and

WHEREAS, The Town of Riverhead Community Development Department was named as an additional insured pursuant to the terms of the home improvement agreement between the Jackalones and the Town of Riverhead Community Development Department.

NOW THEREFORE BE IT RESOLVED, that the Supervisor is hereby authorized to endorse a check in the amount of \$7,816.68 from American Modern Home Insurance Company regarding roof damage to the afore-mentioned manufactured home, deliver same to the Jackalones and execute all attendant documents regarding this matter including but not limited to a release, security interest agreement and financing agreement; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Peter and Jacqualine Jackalone, 703 Fresh Pond Avenue, Calverton, New York 11933; the Town Engineering Department; and the Office of the Town Attorney.

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 299

RATIFIES SUBMISSION OF LETTER OF INTENT FOR OPERATION AND MAINTENANCE GRANT PROGRAM TO NEW YORK STATE ENVIRONMENTAL FACILITIES CORPORATION (EFC)

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, the New York State Environmental Facilities Corporation (EFC) provides assistance to municipalities that provide boat pumpout facilities for marine waste holding tanks and portable toilets; and

WHEREAS, funding is available for up to 75% of eligible costs with a maximum annual grant amount of \$5,000 for pumpout boats and \$2,000 for stationary facilities.

WHEREAS, it is the policy of the Riverhead Town Board to encourage those practices that minimize hazardous influences on the Peconic Estuary system; and

WHEREAS, the Town of Riverhead is eligible for up to \$14,000 in reimbursement for the upcoming 2011 season; and

THEREFORE, BE IT FURTHER RESOLVED, that the Town Board hereby ratifies Supervisor to sign the letter of intent to EFC.

THEREFORE, BE IT FURTHER RESOLVED, that the Town Clerk shall provide a certified copy of this resolution to the Community Development Department and Sgt. Sean Egan.

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 300

**OFFERS SUPPORT AND CONSENT FOR AN OUTDOOR NATURE EXPLORE
CLASSROOM AT THE RIVERHEAD COUNTRY DAY SCHOOL**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, “outdoor classrooms” are outdoor play spaces that use only natural substances that stimulate learning and the use of all five senses and are used to promote and provide opportunities for children to discover and explore nature. These learning spaces create new experimental learning opportunities for children to enhance important observation and problem-solving skills, while providing spaces for stimulation, hands-on, spontaneous outdoor play; and

WHEREAS, Riverhead Country Day School is desirous of installing such play spaces within the existing two play yards at their location at 165 Columbus Avenue, Riverhead, New York at its sole cost and expense; and

WHEREAS, pursuant to lease between the Town of Riverhead and Riverhead Country Day School written consent from the Town of Riverhead is required prior to any alterations of the demised premises at 165 Columbus Avenue; and

WHEREAS, the Riverhead Town Board recognizes the importance of providing children with a natural outdoor learning experience that an “outdoor classroom” will afford.

NOW THEREFORE BE IT RESOLVED, that the Town Board be and hereby supports and consents to the installation of “outdoor classrooms” at the Riverhead Country Day School; and be it further

RESOLVED, that the Town Board of the Town of Riverhead be and hereby, gives written consent to the Riverhead Country Day School to installation of the “outdoor classroom” in accordance with the plan submitted to the Town of Riverhead and at the sole cost and expense of the Riverhead Country Day School; and be it further

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 301

Appoints Member to the Landmarks Preservation Committee

Councilwoman Giglo offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, on June 20,2006, the Town Board adopted Chapter 73 “Landmark Preservation” of the Town Code of the Town of Riverhead; and

WHEREAS, Chapter 73, Section 73-2 of the Landmarks Preservation Law authorized the Town Board to appoint seven members to serve on the Landmarks Preservation Commission; and

WHEREAS, pursuant to the provisions of Chapter 73. Section 73-2(C) the commission members are to be appointed for three year terms; and

WHEREAS, a vacancy presently exists on the committee; and

WHEREAS, the Riverhead Town Board has received and reviewed the resume submitted.

NOW THEREFORE BE IT RESOLVED that the Riverhead Town Board hereby appoints James McManmon to the Landmarks Preservation Commission.

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 302

AUTHORIZES TOWN CLERK TO PUBLISH & POST NOTICE TO BIDDERS FOR WELL & PUMP EMERGENCY SERVICE FOR THE WATER DISTRICT

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

RESOLVED, that the Town Clerk be and is hereby authorized to publish and post the attached Notice to Bidders for well and pump service for the Riverhead Water District in the April 28, 2011, issue of *The News-Review*; and be it further

RESOLVED, that the Town Clerk is to forward a copy of this resolution to the Information Technologies Department.

THE VOTE

Giglio Yes No 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 the purchase of **WELL & PUMP SERVICE** for use by the Town of Riverhead will be received by the Town Clerk of the Town of Riverhead at Town Hall, 200 Howell Avenue, Riverhead, New York, 11901, until **11:00 a.m. on May 17, 2011.**

Bid Specifications and/or Plans may be examined at the Town Clerk's office at Town Hall Monday through Friday (except holidays) between the hours of 8:30 a.m. and 4:30 p.m. Bid Specifications and/or Plans may be obtained by visiting the Town of Riverhead website at **www.riverheadli.com**. Click on "Bid Requests" and follow the instructions for registration and obtaining a copy of the bid document.

All bids must be submitted on the bid form provided. Any and all exceptions to the Specifications must be listed on a separate sheet of paper, bearing the designation **"EXCEPTIONS TO THE SPECIFICATIONS"** and be attached to the bid form.

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

All bids are to be submitted to the Town Clerk's Office in a sealed envelope bearing the designation **BIDS FOR WELL & PUMP SERVICE – CONTRACT # 2011-21-RWD.**

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD

Diane M. Wilhelm, Town Clerk

TOWN OF RIVERHEAD

Resolution # 303

**AUTHORIZES TOWN CLERK TO PUBLISH AND POST A PUBLIC NOTICE
TO CONSIDER A LOCAL LAW TO AMEND CHAPTER 14 ENTITLED
"COMMUNITY PRESERVATION" OF THE RIVERHEAD TOWN CODE
(ARTICLE V. Acquisition and Use of Open Spaces, Parks and Park Preserve)**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

RESOLVED, that the Town Clerk be and is hereby authorized to publish the attached public notice to consider a proposed local law to amend Chapter 14 entitled "Community Preservation" of the Riverhead Town Code once in the April 28, 2011 issue of the News-Review, the newspaper hereby designated as the official newspaper for this purpose, and post same on the sign board at Town Hall; and be it further

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD
PUBLIC NOTICE**

PLEASE TAKE NOTICE that a public hearing will be held before the Town Board of the Town of Riverhead, at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, on the 18th day of May, 2011 at 7:05 o'clock p.m. to consider a local law amending Chapter 14 entitled "Community Preservation" of the Riverhead Town Code as follows:

CHAPTER 14

COMMUNITY PRESERVATION

ARTICLE V. Acquisition and Use of Open Spaces, Parks and Park Preserves

§ 14-40. Open Space/Park Preserve Committee.

The Town of Riverhead Open Space/Park Preserve Committee shall consist of seven ~~five~~ members from the community at large appointed by the Town Board for staggered two-year terms, and two non-voting advisory members including five representatives from the community at large, and one representative each from the Recreation Committee and the Conservation Advisory Council. A Chairperson and Vice Chairperson of the Board shall be elected from the members of the Board for a term of one year. No board member shall succeed himself/herself as Chairperson/Vice Chairperson more than three consecutive terms.

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

Dated: Riverhead, New York
April 20, 2011

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD

DIANE M. WILHELM, TOWN CLERK

TOWN OF RIVERHEAD

Resolution # 304

ACCEPTS RESIGNATION OF THE ASSISTANT TOWN ENGINEER

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, the Town has received a letter from Assistant Town Engineer Christine Fetten tendering her resignation effective close of business April 29, 2011.

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

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to Christine Fetten, the Engineering Department, the Financial Administrator and the Personnel Director; and be it further

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 305

AMENDS RESOLUTION #252 OF 2011
(APPROVES CHAPTER 90 APPLICATION OF CHURCH OF THE HARVEST)

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, by Resolution #252 adopted on April 5, 2011, the Town Board approved the Chapter 90 Application of Church of the Harvest to conduct an event to include a sunrise service followed by an Easter Egg Hunt to take place upon the East End Arts property located at 133 East Main Street, Riverhead on Sunday, April 24, 2011, between the hours of 7:00 a.m. and 10:00 a.m.; and

WHEREAS, it has been determined that East End Arts is currently undergoing exterior improvements which will render the use of the property uninhabitable for the aforementioned event.

NOW THEREFORE BE IT RESOLVED, the Town Board of the Town of Riverhead hereby authorizes this event to take place at Grangebél Park due to the inability to hold such event upon the grounds of the East End Arts property; and be it further

RESOLVED, that all other terms and conditions of Resolution #252 shall remain in full force and effect; and be it further

RESOLVED, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to Church of the Harvest, P.O. Box 1086, Riverhead, New York, 11901; and be it further

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 306

AUTHORIZES THE SUPERVISOR TO EXECUTE A STIPULATION WITH LOCAL 1000, AFSCME, AFL-CIO, Riverhead Unit of the Suffolk Local #852

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, a contractual issue has arisen as a result of the need to hire seasonal, part-time workers in the Building and Grounds Department, and

WHEREAS, the parties have reached a resolution of the matter and wish to enter into a formal stipulation reflecting their agreement,

NOW THEREFORE BE IT HEREBY RESOLVED, that the Town Board of the Town of Riverhead hereby approves the attached stipulation and authorizes the Town Supervisor to execute same; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to the Town Engineer, CSEA Unit President, the Town Attorney, Personnel Director and the Financial Administrator.

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

STIPULATION

Made this day of April, 2011, between the Town of Riverhead, 200 Howell Avenue, Riverhead, New York (Town) and Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, Riverhead Unit of the Suffolk Local #852 having its principal office at 3 Garet Place, Commack, New York (CSEA), and

NOW, THEREFORE, it is mutually agreed as follows:

1. The Town shall be entitled to hire seasonal, part-time workers in the Buildings and Grounds Department for the 2011 season.
2. That the seasonal, part-time workers shall not be utilized to eliminate overtime work for Buildings and Grounds workers.
3. This stipulation shall not, in any way, constitute "past practice" for the Town of Riverhead and is and shall remain specific to this matter.

Sean M. Walter, Supervisor

Matthew E. Hattorff, for CSEA

TOWN OF RIVERHEAD

Resolution # 307

AWARDS BID FOR SNACK VENDORS

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

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

WHEREAS, bids were received, opened and read aloud on the 12th day of April, 2011, at 11:00 a.m. at Town Hall, 200 Howell Avenue, Riverhead, New York, the date, time and place given in the Notice to Bidders; and

WHEREAS, the Town Board has reviewed all bids received.

NOW, THEREFORE, BE IT RESOLVED, that the bid for Snack Vendors for the Town of Riverhead be and is hereby awarded to the following vendors. Karl Freudenberg who will be servicing Police Officer's Memorial Park for \$80.00 and to Foxies Ice Cream and Snacks, Inc. for servicing Wading River Beach for \$1000.00; East Creek Marina/S. Jamesport for \$4500.00; Iron Pier Beach for \$1000.00; Stotzky Park for \$3501.00; and Reeves Beach for \$1000.00; starting May 1, 2011 until April 30, 2012.

RESOLVED, that a certified copy of this document be forwarded to the above vendors.

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 for the Office of the Town Clerk.

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 308

AUTHORIZES THE SUPERVISOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH SUFFOLK ONLINE ADVERTISING FOR THE WEB MAIL, SPAM SERVICES AND VIRUS SCAN

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, the Town of Riverhead seeks a consultant to provide various web mail and spam related services to the Town; and

WHEREAS, Suffolk Online Advertising represents that it is competent to provide web mail and spam services by reason of training and/or experience to the Town of Riverhead; and

WHEREAS, Suffolk Online Advertising has provide web design as well as web mail and spam services to the Town of Riverhead; and

WHEREAS, based upon the above, the IT Department recommends that the Town retain the services of Suffolk Online Advertising.

NOW THEREFORE BE IT RESOLVED, that the Town Board hereby authorizes the Supervisor to execute a Professional Services Agreement with Suffolk Online Advertising in substantially the same form annexed hereto; and be it further

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

PROFESSIONAL SERVICES AGREEMENT

This agreement made this _____ day of March 2011 by and between the Town of Riverhead, a Municipal Corporation, having its principal offices at 200 Howell Avenue, Riverhead New York (hereinafter referred to as the "TOWN"), and SUFFOLK ONLINE ADVERTISING, with its principal place of business 43 Warwick Row, Riverhead, New York 11901 (hereinafter referred to as the "CONSULTANT").

W I T N E S S E T H

Whereas, the Town is in need of assistance on occasion with e mail and website management, and

Whereas, Consultant is, by skill training and expertise, qualified to render such services,

Now, therefore, the parties hereto mutually agree as follows:

1. SERVICES

That Consultant shall provide, at the Town's request consulting services as needed.

2. COMPENSATION

In consideration for these services rendered by the Consultant under this agreement, the Town agrees to pay the Consultant as follows:

1. \$2,400.00 annually for web mail, spam services and virus scan together with \$35.00 annually for reimbursement of domain name registration or re-registration annually. This fee includes monthly hosting of up to 250 e-mail accounts.

2. Enhanced e-mail spam and anti-virus filtering for 250 e-mail accounts at the flat rate \$1,200.00 annually which includes Black and White listing. Collected spam will be auto-deleted after 10 days.

3. PAYMENTS

Consultant shall submit invoices to the Town every month and will indicate time and expenses incurred during that period pursuant to the tasks identified herein. Invoices shall be due and payable to Consultant within 30 days of their receipt by the Town. The Town has the right to withhold payment for portions of work not completed, after notification to Consultant unless the schedule is extended for reasons beyond the control of Consultant, including extra agency review or other unanticipated events.

4. TERM OF AGREEMENT

January 15, 2011 - January 15, 2012 unless otherwise terminated pursuant to the provisions herein. The Agreement shall commence upon the execution of this agreement by the Town Supervisor pursuant to authorization of the Town Board and shall expire upon completion of the work specified herein to the satisfaction of the Town

5. TERMINATION

The Town shall have the right to terminate the services for which the consultant is herein engaged at any time and for any reason. In such event, the Consultant shall be paid such part of the fee as shall have been determined to fairly compensate the Consultant, in the sole opinion of the Town for work done by it.

6. MODIFICATIONS TO AGREEMENT

This Agreement may only be modified in writing and such modification is subject to approval by the Town Board of the Town pursuant to a duly adopted resolution.

7. PERFORMANCE OF PROFESSIONAL SERVICES

Consultant will perform its service hereunder in a timely manner. Consultant shall not be responsible for delays occasioned by factors beyond its control nor by factors which could not reasonably have been foreseen at the time this Agreement was executed.

Consultant shall be entitled to rely on information provided by the Town provided said information is sealed by

a licensed professional where appropriate or directly provided to Consultant by the Town.

Consultant shall perform its services in accordance with the professional standards applicable to the services provided, i.e. information technology, at the time such services are rendered.

Estimates made by Consultant of probable costs and detailed cost projections represent consultant's judgment with respect thereto. It is recognized, however, that Consultant has no control over actual site conditions or the cost of materials or equipment. However, Consultant will advise the Town prior to ordering any materials or equipment prices if said prices have increased beyond that quoted herein.

All drawing, specifications, reports, notes and data developed pursuant to this Agreement are instruments of service, and as such, the original documents will become the property of the Town.

Except as otherwise provided herein, the parties agree that Consultant's liability under this agreement and for the project shall be limited to the total contract cost to the Town as specified herein and any modifications made thereto.

8. CONFIDENTIALITY - HOLD SAFE & HARMLESS

Consultant understands and recognizes that in conducting the work authorized by this agreement its employees and or agents may have access to confidential or sensitive Town documents and/or records. Consultant agrees that it shall not copy, utilize, distribute or otherwise provide unauthorized access to any Town documents and/or records. Consultant agrees to indemnify and hold the Town harmless from any and all damages it may incur by reason of the unauthorized distribution, use or exposure of Town documents together with the Town's reasonable attorneys fees incurred in connection with such unauthorized distribution, use or exposure of confidential Town documents. SUFFOLK ONLINE ADVERTISING shall immediately notify the Town in writing should its employees or agents become aware that copying, use, distribution or other unauthorized exposure of Town documents has occurred.

9. CONTROLLING LAW

This Agreement shall be construed according to the laws of the State of New York.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto.

TOWN OF RIVERHEAD

SUFFOLK ONLINE ADVERTISING

By: _____
Sean M. Walter, Supervisor

By: _____

TOWN OF RIVERHEAD

Resolution # 309

PROMOTES A MAINTENANCE MECHANIC IN THE SEWER DISTRICT

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, it is incumbent upon the Superintendent of the Sewer District to expand the duties of his existing staff, making it appropriate to promote certain employees to job titles that allow for increased levels of responsibility .

NOW, THEREFORE, BE IT RESOLVED, that this Town Board hereby promotes Maintenance Mechanic II Robert Smith to the position of provisional Wastewater Treatment Plant Operator II effective as of April 25, 2011 as found on Group 14, Step 3A of the Operational and Technical Salary Schedule.

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 310

PAYS BILLS

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

ABSTRACT #11-12 April 14, 2011 (TBM 04/19/11)				
FUND NAME			04/14/11 CHECKRUN	GRAND TOTALS
GENERAL FUND	1		160,322.87	160,322.87
POLICE ATHLETIC LEAGUE	4		6,130.07	6,130.07
RECREATION PROGRAM FUND	6		2,938.00	2,938.00
CHILD CARE CENTER BUILDING FUN	9		210.29	210.29
ECONOMIC DEVELOPMENT ZONE FUND	30		51.38	51.38
HIGHWAY FUND	111		55,849.58	55,849.58
WATER DISTRICT	112		0.00	0.00
RIVERHEAD SEWER DISTRICT	114		39,374.31	39,374.31
REFUSE & GARBAGE COLLECTION DI	115		33.38	33.38
STREET LIGHTING DISTRICT	116		11,471.37	11,471.37
PUBLIC PARKING DISTRICT	117		3,014.69	3,014.69
AMBULANCE DISTRICT	120		1,962.73	1,962.73
EAST CREEK DOCKING FACILITY FU	122		110.00	110.00
CALVERTON SEWER DISTRICT	124		2,646.32	2,646.32
RIVERHEAD SCAVANGER WASTE DIST	128		7,031.04	7,031.04
RISK RETENTION FUND	175		220.88	220.88
CDBG CONSORTIUM ACOUNT	181		80.40	80.40
COMMUNITY DEVELOPMENT AGENCY C	405		25,540.69	25,540.69
TOWN HALL CAPITAL PROJECTS	406		20,937.01	20,937.01
WATER DISTRICT CAPITAL PROJECT	412		12,000.00	12,000.00
TRUST & AGENCY	735		270,115.00	270,115.00
SPECIAL TRUST	736		340,000.00	340,000.00
CALVERTON PARK - C.D.A.	914		567.00	567.00
TOTAL ALL FUNDS			960,607.01	960,607.01

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

04.20.2011
110310

ADOPTED

TOWN OF RIVERHEAD

Resolution # 310

PAYS BILLS

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

ABSTRACT #11-11 April 7, 2011 (TBM 04/19/11)				
FUND NAME			04/07/11 CHECKRUN	GRAND TOTALS
GENERAL FUND	1		875,195.35	875,195.35
POLICE ATHLETIC LEAGUE	4		3,185.00	3,185.00
RECREATION PROGRAM FUND	6		3,313.76	3,313.76
ECONOMIC DEVELOPMENT ZONE FUND	30		41.53	41.53
HIGHWAY FUND	111		74,649.70	74,649.70
WATER DISTRICT	112		0.00	0.00
RIVERHEAD SEWER DISTRICT	114		33,812.91	33,812.91
REFUSE & GARBAGE COLLECTION DI	115		5,838.86	5,838.86
STREET LIGHTING DISTRICT	116		44,806.01	44,806.01
AMBULANCE DISTRICT	120		152,238.94	152,238.94
CALVERTON SEWER DISTRICT	124		6,431.23	6,431.23
RIVERHEAD SCAVANGER WASTE DIST	128		21,964.67	21,964.67
RISK RETENTION FUND	175		1,360.27	1,360.27
CDBG CONSORTIUM ACOUNT	181		4,263.48	4,263.48
COMMUNITY DEVELOPMENT AGENCY C	405		350,152.39	350,152.39
TOWN HALL CAPITAL PROJECTS	406		7,106.38	7,106.38
WATER DISTRICT CAPITAL PROJECT	412		22,289.36	22,289.36
RIVERHEAD SEWER CAPITAL PROJEC	414		52,663.48	52,663.48
TRUST & AGENCY	735		437,763.90	437,763.90
CALVERTON PARK - C.D.A.	914		500.00	500.00
TOTAL ALL FUNDS			2,097,577.22	2,097,577.22

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 311

AUTHORIZES THE SUPERVISOR TO EXECUTE A GRANT AGREEMENT WITH NYS OFFICE OF PARKS, RECREATION AND HISTORIC PRESERVATION FOR FUNDS TO SUPPORT THE CALVERTON RECREATIONAL FACILITIES – PHASE II

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, grant funding is available from the New York State Office of Parks, Recreation and Historic Preservation (“NYS Parks”) to provide funds to the Town of Riverhead for the Development of Calverton Recreational Facilities –Phase II; and

WHEREAS, the Town of Riverhead Community Development Department (“CDD”) has applied for and received an award of NYS Parks grant funds under the Environmental Protection Fund for Parks in the amount of up to \$250,000 based on fifty percent reimbursement of eligible costs for the Development of Calverton Recreational Facilities –Phase II (see attached contract); and

NOW, THEREFORE, BE IT RESOLVED, that the Riverhead Town Board hereby authorizes the Town Supervisor to execute the grant contracts with NYS Parks subject to the Town Attorney’s approval; and

BE IT FURTHER RESOLVED, that the Town Clerk shall provide notification of this resolution to CDA Director Chris Kempner and the Accounting Department.

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

On a motion of Councilman Dunleavy, seconded by Councilman Wooten the resolution was taken OFF THE FLOOR

THE VOTE:

Yes – 5 Giglio, yes; Gabrielsen, yes; Wooten, yes; Dunleavy, yes; Walter, yes
NO - 0



**New York State Office of Parks,
Recreation and Historic Preservation**

Long Island Region - Belmont Lake State Park, P.O. Box 247, Babylon, NY 11702-0247
www.nysparks.com

Andrew M. Cuomo
Governor

Rose Harvey
Commissioner

April 12, 2011

Chris Kempner
Director
Community Development Agency
Town of Riverhead
200 Howell Avenue
Riverhead NY 11901

Re: EPF- 540538-L2 – Development of Calverton Recreational Facilities – Phase II

Dear Ms. Kempner:

Enclosed is a copy of the Agreement for your reference until the contract is processed.

Also enclosed are four (4) additional Contract Signature/Notary pages. Please have all four (4) copies signed, notarized, and returned for further processing. The authorized official to sign these documents is **Sean Walter** as Town Supervisor. Please read the Project Agreement carefully before signing so you are aware of any conditions that may apply to these funds.

If you have any questions concerning this matter, please do not hesitate to contact me.

Very truly yours,

Traci Christian
Grants Program Representative

Enclosures

STATE AGENCY (Name & Address):

New York State Office of Parks,
Recreation and Historic Preservation
Agency Building One
Empire State Plaza
Albany, New York 12238

NYS COMPTROLLERS NUMBER: C540538

NYS AGENCY NUMBER: EPF-540538-L2

ORIGINATING AGENCY CODE: 49070

REGION: LI

CONTRACTOR (Name & Address):

Town of Riverhead
200 Howell Avenue
Riverhead, New York 11901

TYPE OF PROGRAM

ENVIRONMENTAL PROTECTION FUND
PKS

CHARITIES REGISTRATION NUMBER:
N/A

INITIAL CONTRACT PERIOD:

CONTRACTOR IS UP-TO-DATE
with filing all required annual written reports
with the Attorney General's Charities Bureau,
or the appropriate oversight Agency

FROM: August 8, 2006
TO: September 30, 2011

FEDERAL TAX ID NUMBER:
N/A

MUNICIPALITY NUMBER:
470371600000

FUNDING AMOUNT FOR INITIAL PERIOD:
\$250,000.00

STATUS:

MULTI-YEAR TERM: (if applicable)

CONTRACTOR IS NOT A
SECTARIAN ENTITY

FROM: N/A
TO: N/A

CONTRACTOR IS NOT A
NON-FOR-PROFIT ORGANIZATION

APPENDICES ATTACHED AND PART OF THIS AGREEMENT:

- APPENDIX A..... Standard Clauses for All New York State Contracts
- APPENDIX A1... Clauses Required by Office of Parks, Recreation and Historic Preservation
- APPENDIX B..... Budget
- APPENDIX C..... Payment and Reporting Schedule
- APPENDIX D..... Program Workplan
- APPENDIX X..... Modification Agreement Form (to accompany modified appendices for changes in term or consideration on an existing period or for renewal periods)
- APPENDIX E..... Special Conditions and Requirements
- APPENDIX F Program Specific Requirements

IN WITNESS THEREOF, the parties hereto have executed or approved this AGREEMENT on the dates below their signatures.

PROJECT NUMBER: EPF-540538-L2

CONTRACTOR:

Town of Riverhead

By:

Sean Walter
Supervisor

Date

STATE AGENCY:

New York State Office of Parks, Recreation, and
Historic Preservation

By:

Date:

State Agency Certification:

"In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract."

STATE OF NEW YORK)
) SS.:
COUNTY OF)

On the day of in the year , before me, the undersigned, personally appeared Sean Walter, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their/ capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public, State of New York

ATTORNEY GENERAL:

Approved:

Thomas P. DiNapoli
State Comptroller

By _____

Date _____

STATE OF NEW YORK AGREEMENT

This AGREEMENT is hereby made by and between the State of New York agency (STATE) and the public or private agency (CONTRACTOR) identified on the face page hereof.

WITNESSETH:

WHEREAS, the STATE has the authority to regulate and provide funding for the establishment and operation of program services and desires to contract with skilled parties possessing the necessary resources to provide such services; and

WHEREAS, the CONTRACTOR is ready, willing and able to provide such program services and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services required pursuant to the terms of this AGREEMENT.

NOW THEREFORE, in consideration of the promises, responsibilities and covenants herein, the STATE and the CONTRACTOR agree as follows:

I. Conditions of Agreement

- A. This AGREEMENT may consist of successive periods (PERIOD), as specified within the AGREEMENT or within a subsequent Modification Agreement(s) (Appendix X). Each additional or superseding PERIOD shall be on the forms specified by the particular State agency, and shall be incorporated into this AGREEMENT.
- B. Funding for the first PERIOD shall not exceed the funding amount specified on the face page hereof. Funding for each subsequent PERIOD, if any, shall not exceed the amount specified in the appropriate appendix for that PERIOD.
- C. This AGREEMENT incorporates the face pages attached and all of the marked appendices identified on the face page hereof.
- D. For each succeeding PERIOD of this AGREEMENT, the parties shall prepare new appendices, to the extent that any require modification, and a Modification Agreement (the attached Appendix X is the blank form to be used). Any terms of this Agreement not modified shall remain in effect for each PERIOD of the AGREEMENT. To modify the AGREEMENT within an existing PERIOD, the parties shall revise or complete the appropriate appendix form(s). Any change in the amount of consideration to be paid, or change in the term, is subject to the approval of the Office of the State Comptroller. Any other modifications shall be processed in accordance with agency guidelines as stated in Appendix A1.
- E. The CONTRACTOR shall perform all services to the satisfaction of the STATE. The CONTRACTOR shall provide services and meet the program objectives summarized in the Program Workplan (Appendix D) in accordance with: provisions of the AGREEMENT; relevant laws, rules and regulations, administrative and fiscal guidelines; and where applicable, operating certificates for facilities or licenses for an activity or program.
- F. If the CONTRACTOR enters into subcontracts for the performance of work pursuant to this AGREEMENT, the CONTRACTOR shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the STATE under this AGREEMENT. No contractual relationship shall be deemed to exist between the subcontractor and the STATE.
- G. Appendix A (Standard Clauses for All New York State contracts, attached hereto and made a part hereof) takes precedence over all other parts of the AGREEMENT.

II. Payment and Reporting

- A. The CONTRACTOR, to be eligible for payment, shall submit to the STATE's designated payment office (identified in Appendix C) any appropriate documentation as required by the Payment and Reporting Schedule (Appendix C) and by agency fiscal guidelines, in a manner acceptable to the STATE.
- B. The STATE shall make payments and any reconciliations in accordance with the Payment and Reporting Schedule (Appendix C). The STATE shall pay the CONTRACTOR, in consideration of contract services for a given PERIOD, a sum not to exceed the amount noted on the face page hereof or in the respective Appendix designating the payment amount

for that given PERIOD. This sum shall not duplicate reimbursement from other sources for CONTRACTOR costs and services provided pursuant to this AGREEMENT.

C. The CONTRACTOR shall meet the audit requirements specified by the STATE.

III. Terminations

A. This AGREEMENT may be terminated at any time upon mutual written consent of the STATE and the CONTRACTOR.

B. The STATE may terminate the AGREEMENT immediately, upon written notice of termination to the CONTRACTOR, if the CONTRACTOR fails to comply with the terms and conditions of this AGREEMENT and/or with any laws, rules, regulations, policies or procedures affecting this AGREEMENT.

C. The STATE may also terminate this AGREEMENT for any reason in accordance with provisions set forth in Appendix A1.

D. Written notice of termination, where required, shall be sent by personal messenger service or by certified mail, return receipt requested. The termination shall be effective in accordance with the terms of the notice.

E. Upon receipt of notice of termination, the CONTRACTOR agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the STATE.

F. The STATE shall be responsible for payment on claims pursuant to services provided and costs incurred pursuant to terms of the AGREEMENT. In no event shall the STATE be liable for expenses and obligations arising from the program(s) in this AGREEMENT after the termination date.

IV. Indemnification

A. The CONTRACTOR shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the CONTRACTOR or its subcontractors pursuant to this AGREEMENT. The CONTRACTOR shall indemnify and hold harmless the STATE and its officers and employees from claims, suits, actions, damages and costs of every nature arising out of the provision of services pursuant to this AGREEMENT.

B. The CONTRACTOR is an independent contractor and may neither hold itself out nor claim to be an officer, employee or subdivision of the STATE nor make any claim, demand or application to or for any right based upon any different status.

V. Property

Any equipment, furniture, supplies or other property purchased pursuant to this AGREEMENT is deemed to be the property of the STATE except as may otherwise be governed by Federal or State laws, rules or regulations, or as stated in Appendix A1.

VI. Safeguards for Services and Confidentiality

A. Services performed pursuant to this AGREEMENT are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.

B. Funds provided pursuant to this AGREEMENT shall not be used for any partisan political activity, or for activities that may influence legislation or the election or defeat of any candidate for public office.

C. Information relating to individuals who may receive services pursuant to this AGREEMENT shall be maintained and used only for the purposes intended under the contract and in conformity with applicable provisions of laws and regulations, or specified in Appendix A1.

STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. **EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.
2. **NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.
3. **COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6.a).
4. **WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
5. **NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent

that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. **WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. **NON-COLLUSIVE BIDDING CERTIFICATION.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. **INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER. All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or New York State standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

(b) PRIVACY NOTIFICATION. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by

law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in New York State's Central Accounting System by the Director of Accounting Operations, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then:

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

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

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

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State; or (iii) banking services, insurance policies or the sale of securities. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive

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the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Governor's Office of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in

accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
30 South Pearl St -- 7th Floor
Albany, New York 12245
Telephone: 518-292-5220
Fax: 518-292-5884
<http://www.empire.state.ny.us>

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business
Development
30 South Pearl St -- 2nd Floor
Albany, New York 12245
Telephone: 518-292-5250
Fax: 518-292-5803
<http://www.empire.state.ny.us>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383,

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respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

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APPENDIX A1

Clauses Required by
Office of Parks, Recreation and Historic Preservation

1. Changes to Budget and Program Workplan. Changes shall not be made in the work described in the Program Workplan as described in Appendix D or the proposed expenditure of funds as shown in the Budget, Appendix B, without the prior written approval of the STATE. Such approval will be granted if the changes are not substantive and do not alter the scope, intent or basic elements of the contract. Changes may be made in the Budget to reallocate funds between budget items provided such changes do not exceed ten percent of any budget category and have the STATE's written approval. Changes in the Program Workplan which are substantive or alter the scope, intent or basic elements of the contract, or Budget changes which are in excess of ten percent of any budget category, if agreed to by the STATE, will be implemented by an amendment to this AGREEMENT. (See Section I, Paragraph D of the AGREEMENT).
2. Termination.
 - A. In the event the project cannot be completed as agreed upon by the STATE and the CONTRACTOR, the CONTRACTOR shall bring it to a point of recreational usefulness agreed upon by the STATE and the CONTRACTOR.
 - B. The CONTRACTOR agrees that the benefit to be derived by the United States, the State of New York and the CONTRACTOR from compliance with the terms of this agreement is the preservation, protection and net increase in the availability and quality of public outdoor recreation facilities and resources available to the people of the United States, the State of New York and the CONTRACTOR and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished under this agreement. Further, payment to the STATE of an amount equal to the amount of money made available under this agreement would be inadequate compensation for any breach by the CONTRACTOR of this agreement. Therefore, the appropriate remedy in the event of a breach of this agreement by the CONTRACTOR shall be the specific performance of this agreement.
3. Participation by New York State Businesses and Minority Group Members and Women with Respect to State Contracts; Omnibus Procurement Act. It is the policy of New York State to maximize opportunities for the participation of minorities and women as employees, and of New York State business enterprises, as subcontractors and suppliers on its procurement contracts.
 - A. Omnibus Procurement Act Provisions.
 - I. Information on the availability of New York State subcontractors and suppliers is available from:

Empire State Development
Division Minority and Women's Business Development
30 South Pearl Street
Albany, NY 12245
Phone: (518) 292-5250 / Fax: (518) 292-5803

Note: When requesting lists of potential subcontractors and suppliers please identify the SIC code, size and location of vendors.
 - II. If located in a foreign country the contractor is hereby notified that New York State may seek to obtain and assign or otherwise transfer offset credits created by this contract to third parties located in New York State. The contractor agrees to cooperate with the State in efforts to get foreign countries to recognize offset credits created by this contract.
 - B. Equal Employment Opportunity Provisions.
 - I. The CONTRACTOR and its subcontractors shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, affirmative action shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

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- II. No later than seven days after being notified of the award of this contract the CONTRACTOR shall submit an Equal Employment Opportunity (EEO) policy statement to the STATE.
 - III. The CONTRACTOR's EEO policy statement shall contain, but not necessarily be limited to, and the CONTRACTOR, as a precondition to entering into a valid and binding State contract, shall, during the performance of the contract, agree to the following:
 - (a) The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts.
 - (b) The CONTRACTOR shall state in all solicitations or advertisements for employees that, in performance of this contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
 - (c) At the request of the STATE the CONTRACTOR shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the CONTRACTOR's obligation herein.
 - IV. No later than seven days after being notified of the award of this contract the CONTRACTOR may be required to submit to the STATE a staffing plan of the anticipated work force to be utilized on this contract or, where required, information on the CONTRACTOR's total work force, including apprentices, broken down by specified ethnic background, gender, and Federal Occupational Categories or other appropriate categories specified by the STATE. The form of staffing plan shall be supplied by the STATE.
 - V. On a schedule to be determined by the STATE, and in a form and manner required by the STATE, the CONTRACTOR shall submit to the STATE a work force utilization report, of the work force actually utilized on this contract, broken down by specified ethnic background, gender, and Federal occupational Categories or other appropriate categories specified by the STATE. The form of the staffing plan shall be supplied by the STATE.
 - VI. The CONTRACTOR shall include the language of sub-paragraphs (I) through (V) in every subcontract in such a manner that the requirements of the provisions will be binding upon each subcontractor as to work in connection with this contract, including the requirement that subcontractors shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and, when requested, provide to the CONTRACTOR information on the ethnic background, gender, and Federal Occupational Categories of the employees to be utilized on this contract.
 - VII. The CONTRACTOR agrees to comply with all applicable Federal, State and local Civil Rights and Human Rights laws with reference to equal employment opportunities and the provision of services.
- C. Minority/Women Owned Business Enterprise Provisions.
- I. A directory of minority and women-owned business enterprises is available from:

Empire State Development
Division Minority and Women's Business Development
30 South Pearl Street
Albany, NY 12245
Phone: (518) 292-5250 / Fax: (518) 292-5803
 - II. Definition. For the purposes of these clauses, the following definition shall apply:
 - (a) "Certified business" shall mean either a business certified as a minority or women-owned business enterprise pursuant to section 314 of the Executive Law.

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- (b) "Director" shall mean the Director of the Division of Minority and Women's Business Development established by section 311 of the Executive Law.
- (c) "Minority group member" shall mean a United States citizen or permanent resident alien who is and can demonstrate membership in one of the following groups:
 - (1) Black persons having origins in any of the Black African racial groups;
 - (2) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American of either Indian or Hispanic origin, regardless of race;
 - (3) Native American or Alaskan native persons having origins in any of the original peoples of North America;
 - (4) Asian and Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian subcontinent or the Pacific Islands.
- (d) "Minority-owned business enterprises" shall mean a business enterprise, including a sole proprietorship, partnership or corporation that is:
 - (1) at least fifty-one percent owned by one or more minority group members;
 - (2) an enterprise in which such minority ownership is real, substantial and continuing;
 - (3) an enterprise in which such minority ownership has and exercises the authority to control independently the day-to-day business decisions of the enterprise; and
 - (4) an enterprise authorized to do business in this state and independently owned and operated.
- (e) "Subcontract" shall mean an agreement providing for total expenditures in excess of \$25,000 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon between a contractor and any individual or business enterprise, including a sole proprietorship, partnership, corporation or not-for-profit corporation, in which a portion of a contractor's obligation under a state contract is undertaken or assumed.
- (f) "Women-owned business enterprise" shall mean a business enterprise, including a sole proprietorship, partnership or corporation that is:
 - (1) at least fifty-one percent owned by one or more United States citizens or permanent resident aliens who are women;
 - (2) an enterprise in which the ownership interest of such women is real, substantial and continuing;
 - (3) an enterprise in which such women ownership has and exercises the authority to control independently the day-to-day business decisions of the enterprise ; and
 - (4) an enterprise authorized to do business in this state and independently owned and operated.

III. Utilization Program Waivers.

- (a) If goals have been established by the STATE for the participation of certified M/WBE's on this agreement, at the direction of the STATE, but in no case later than execution of the agreement the contractor shall submit to the STATE a utilization program on forms to be provided by the STATE. The utilization program shall list all subcontractors and suppliers the contractor intends to use on the contract and indicate which are certified M/WBE's.
- (b) The STATE will review the utilization program and will issue to the contractor a written notice of acceptance or deficiency within twenty days of receipt. A notice of deficiency shall include:
 - (1) the name of any M/WBE which is not acceptable for the purpose of complying with M/WBE participation goals;

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- (2) elements of the contract scope of work which the STATE has determined can be reasonably structured by the contractor to increase the likelihood of participation of M/WBES; and
 - (3) other information which the STATE determines to be relevant to the utilization program.
- (c) The contractor shall respond to the notice of deficiency within seven days of receipt by submitting to the STATE a written statement which remedies the deficiencies in the original plan. If the written remedy which the contractor submits is not timely or is found by the STATE to be inadequate, the STATE shall so notify the contractor within five days and direct the contractor to submit a request for a partial or total waiver of M/WBE participation goals on forms to be provided by the STATE. The request for waiver must be submitted within five days of the contractor's receipt of a notice that the statement of remedy was untimely or inadequate.
 - (d) A contractor who has made good faith efforts to obtain commitments from M/WBE subcontractors and suppliers prior to submitting its utilization program may request a waiver at the same time it submits its utilization program. If a request for waiver is submitted with the utilization program, and is not accepted by the STATE at that time, the provisions of clauses (b) and (c), regarding the notice of deficiency and written remedy will apply. In this case, the contractor may submit a second request for waiver as directed by the STATE.
 - (e) If the contractor does not submit a request for waiver, or if the STATE determines that the utilization program does not indicate that the M/WBE participation goals will be met and that the good faith efforts of the contractor have been inadequate to justify the granting of the request for waiver, the STATE shall terminate the contract, or if the contract has not been executed, the STATE shall withdraw from contract negotiations. Notice of termination or withdrawal, along with a denial of a request for waiver, where applicable, shall be delivered to the contractor no later than twenty days after the STATE receives the request for waiver.
 - (f) The contractor shall attempt to utilize, in good faith, any MBE or WBE identified within its utilization program, at least to the extent indicated in the program.

IV. Administrative Hearing on Disqualification of Contractor.

- (a) If the STATE disqualifies the contractor on the ground that the contractor has failed to remedy deficiencies in its utilization program or document good faith efforts to remedy such deficiencies, the contractor shall be entitled to an administrative hearing, on the record, before a hearing officer appointed by the STATE, to review the determination of disqualification of the contractor.
- (b) The hearing officer's determination shall be a final administrative determination of the STATE and shall be reviewable by a proceeding brought pursuant to the Civil Practice Law and Rules, provided such proceeding is commenced within thirty days of notice given by certified mail, return receipt requested, rendering such final administrative determination in accordance with the provisions of section 313 of the Executive Law.
- (c) Such review shall be commenced in the Supreme Court, Appellate Division, Third Department, and shall be heard and determined in preference to all other civil business pending therein, except election matters, irrespective of position on the calendar. Appeals taken to the Court of Appeals of the State of New York shall be subject to the same preference.

V. Good Faith Efforts. In order to show that it has made good faith efforts to comply with the M/WBE participation goals of this contract, the contractor shall submit such documentation as will enable the STATE to make a determination in accordance with the following criteria:

- (a) Did the contractor submit a completed, acceptable utilization program and EEO program aimed at meeting the goals for the participation of minorities and women in the contract?
- (b) Did the contractor place advertisements in appropriate general circulation, trade and minority or woman-owned publications in a timely fashion?
- (c) Did the contractor make written solicitations to women and minority-owned business enterprises listed in the directory of certified businesses in a timely fashion and include plans, specifications and contract terms. Did the businesses solicited respond in a timely fashion?

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- (d) Could the contractor have reasonably structured the work to be performed under subcontracts so as to increase the likelihood of participation by certified businesses?
- (e) Did the contractor attend any prebid or preaward meetings scheduled by the STATE with M/WBE's which the STATE determined were capable of performing work or supplying materials on the contract?
- (f) Were the subcontract terms and conditions offered to M/WBE's comparable to those offered in the ordinary course of the contractor's business to other subcontractors on the contract?
- (g) Did the contractor make payments to M/WBE subcontractors and suppliers in a timely fashion?

VI. Reports. The contractor shall submit, and shall require subcontractors to submit, reports showing the participation of all business enterprises on this contract, including minority and women-owned business enterprises on forms and at intervals to be established by the STATE. Reports not submitted at such times as shall be required by the STATE shall be cause for the STATE to delay implementing scheduled payments to the contractor.

VII. Contractor's Failure or Inability to Meet M/WBE Participation Goals.

- (a) If the contractor, after making good faith efforts, is unable to comply with a contract's M/WBE participation goals, the contractor may submit a request for a partial or total waiver on forms provided by the STATE. If the documentation required with the request for a waiver is complete, the STATE shall evaluate the request and issue a written notice of acceptance or denial within twenty days of receipt.
- (b) If the STATE, upon review of the contractor's utilization program and compliance reports, determines that the contractor is failing or refusing to comply with M/WBE participation goals, and no waiver has been issued in regards to such non-compliance, the STATE may issue a notice of deficiency to the contractor. The contractor must respond to the notice within seven days of receipt. This response may include a request for partial or total waiver of M/WBE participation goals.

VIII. Contractor and Agency Complaints, Arbitration.

- (a) If the contractor submits a request for a waiver of M/WBE participation goals and the STATE denies the request or fails to respond within twenty days of receiving it, the contractor may file a complaint with the Director according to the provisions of section 316 of Article 15-A of the Executive Law. The complaint must be filed within twenty days of the STATE's receipt of the request for waiver, if the STATE has not responded in that time, or within twenty days of a notification that the request has been denied by the STATE.
- (b) If the contractor fails to respond to a notice of deficiency, the STATE may file a complaint with the Director pursuant to section 316 of Article 15-A of the Executive Law.
- (c) A complaint shall set forth the facts and circumstances giving rise to the complaint together with a demand for relief.
- (d) The party filing a complaint, whether the contractor or the STATE, shall deliver a copy to the other party. Both the complaint and the copy shall be delivered by either personal service or by certified mail, return receipt requested.
- (e) Upon receipt of a complaint, the Director shall provide the party against whom the complaint has been filed with an opportunity to respond to the complaint. If within thirty days of receipt of the complaint, the Director is unable to resolve the complaint to the satisfaction of the STATE and the contractor, the complaint shall be referred to the American Arbitration Association for resolution pursuant to section 316 of Article 15-A of the Executive Law and the applicable requirements of Article 75 of the Civil Practice Law and Rules.
- (f) Upon conclusion of the arbitration proceedings, the arbitrator will submit to the Director his or her award regarding the alleged violation of the contract or the refusal of the STATE to grant a waiver request by the contractor. The award of the arbitrator with respect to an alleged violation of the contract or the refusal of the state agency to grant a waiver shall be final and may be vacated or modified only as provided by Article 75 of the Civil Practice Law and Rules.

Town of Riverhead
Development of Calverton Recreational Facilities-Phase II
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- (g) Upon conclusion of the arbitration proceedings and the rendition of an award, the arbitrator will also recommend to the Director a remedy, including, if appropriate, the imposition of sanctions, fines or penalties. The Director will either;
 - (1) adopt the recommendation of the arbitrator;
 - (2) determine that no sanctions, fines or penalties should be imposed; or
 - (3) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or imposed by any new sanction, or increase the amount of any recommended fine or penalty.
- (h) The Director, within ten days of receipt of the arbitrator's award and recommendations, will file a determination of such matter and shall cause a copy of such determination to be served upon the parties by personal service or by certified mail, return receipt requested. The determination of the Director as to the imposition of any fines, sanctions, or penalties shall be reviewable pursuant to Article 78 of the Civil Practice Law and Rules.
- (i) The determination of the STATE or the contractor to proceed with a complaint shall not preclude the STATE, in its discretion, from pursuing any-other remedies which it may have pursuant to law and the contract.

IX. Subcontracts. The contractor will include the provisions of sub-paragraphs (v) and (viii) above in every subcontract, as defined in sub-paragraph (ii), in such a manner that such provisions will be binding upon the subcontractor as to work in connection with this contract.

4. Non-Discrimination. The CONTRACTOR shall not limit access or discriminate in the operation of the facilities against any person on the basis of place of residence, race, creed, color, national origin, sex, age, disability or marital status.

Town of Riverhead
Development of Calverton Recreational Facilities-Phase II
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APPENDIX B - BUDGET

The detailed estimated budget for the project as outlined in this AGREEMENT is as follows:

EXPENSES:

Development	\$500,000.00
To include: parking, curb cut/road opening, sanitary system, drainage and fencing	

TOTAL COST	\$500,000.00
-------------------	---------------------

FUNDING BREAKDOWN:

STATE Share	\$250,000.00
CONTRACTOR Share	\$250,000.00

Town of Riverhead
Development of Calverton Recreational Facilities-Phase II
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APPENDIX C - PAYMENT AND REPORTING SCHEDULE
DEVELOPMENT

I. Amount of Grant Award: **\$250,000.00**

II. The STATE agrees to make available to the CONTRACTOR a sum not to exceed the funding amount identified on the face page hereof. The STATE share shall cover no more than fifty percent of eligible expenditures for any reimbursement request under this AGREEMENT. The grant reimbursement rate is determined by the ratio of funding amount to the total project cost in accordance with the budget (Appendix B).

III. The STATE'S share of the project cost as set forth in this AGREEMENT shall be paid to the CONTRACTOR electronically, in accordance with ordinary State procedures and practices. CONTRACTOR shall comply with the State Comptroller's procedures to authorize electronic payments which can be obtained at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, by email at epunit@osc.state.ny.us, or by telephone at 518-474-4032. CONTRACTOR acknowledges that it will not receive payment on any invoice submitted under this contract if it does not comply with the State Comptroller's electronic payment procedures. Electronic payments will be made in installments as follows:

A. **INSTALLMENTS:** CONTRACTOR shall be reimbursed as expenditures accrue for costs incurred from the project as outlined in APPENDIX B. Payments shall be made upon review and approval of appropriate plans, specifications, expenditure and project documentation to the satisfaction of the STATE.

B. A FINAL INSTALLMENT of not less than 10% of the STATE'S share of the total cost shall be made upon, to the satisfaction of the STATE: (1) completion of the project to the satisfaction of the STATE, (2) expenditure and project documentation, (3) review and approval of the Project Completion Report, (4) performance of a Final On-Site Inspection by the STATE, (5) if an amendment is required, a fully executed document must be on file prior to release of final reimbursement and formal close-out of the project, (6) for Parks projects, a list of facilities developed and/or acres acquired, an as-built and/or as-acquired site map* and a final boundary map*. When parkland is involved, a map of the entire park, even if the subject of the grant involves property that is less than the entire park. The boundary map should show both: {a} the actual boundaries of the entire park in yellow, and in enough detail to be legally sufficient to identify the parkland, and {b} the actual boundaries of those parcels that are the subject of an acquisition or donation, color-coded and keyed to the "Schedule 1 - Summary Sheet Per Parcel" form. Acceptable methods of identification are: {1} metes and bounds (preferred), {2} deed references, {3} adjoining water bodies or other natural landmarks, {4} government survey, {5} adjoining ownership's and/or {6} adjoining easements of record. Where one or more of these methods are not suitable for identification, measurements from permanent locators may be used. It is recommended that the map itself clearly show pertinent features such as roads, road names and numbers, bodies of water, buildings, structures, etc. The map must also identify all known outstanding rights and interests held by others, as well as known easements, deed/lease restrictions, reversionary interests, etc. The map must also include the title and number of the project, date of map preparation and name and signature of authorized officer, (7) approval by the STATE of documentation showing efforts made to satisfy requirements for the participation by New York State Businesses and Minority Group Members and Women with Respect to State Contracts, (8) Capital construction projects and/or acquisition projects with a grant amount of \$99,999 or less shall provide an *Agreed Upon Procedure Review* of the grant, performed by a certified public accountant currently licensed by the NYS Board of Public Accountancy, in accordance with attestation standards established by the American Institute of Certified Public Accountants and in accordance with *Government Auditing Standards* issued by the Comptroller General of the United States of America. Capital construction projects and/or acquisition projects with a grant amount of \$100,000 or more shall provide an audit of the *Statement of Contract Revenues and Contract Expenditures* as performed by a certified public accountant currently licensed by the NYS Board of Public Accountancy in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.

Town of Riverhead
Development of Calverton Recreational Facilities-Phase II
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IV. Payment shall be made upon approval by the STATE and audit and warrant of the State Comptroller of vouchers executed by an authorized officer of the CONTRACTOR accompanied by such receipts and documents verifying expenditures as may be required by the STATE.

V. The CONTRACTOR shall submit, with each payment request, a certificate executed by an authorized officer, which shall attest that said payment does not duplicate a request for payment, or any payment received, from any other source for goods or services under this AGREEMENT.

VI. The designated payment office shall be New York State Office of Parks, Recreation and Historic Preservation, Agency Building One, Empire State Plaza, Albany, New York 12238, Attention: Grants Unit, 16th Floor.

VII. Within fifteen days of receiving the voucher, the STATE shall notify the CONTRACTOR of any problem with the voucher; for example, whether there are mistakes on the voucher or additional documents must be submitted. Once the CONTRACTOR has submitted a voucher to the STATE, the STATE will review and audit the voucher and submit it to the State Comptroller within thirty days.

VIII. The STATE shall make periodic inspections of the project both during its implementation and after its completion to assure compliance with this AGREEMENT. The CONTRACTOR shall allow the STATE unrestricted access to work during the preparation and progress of the work, and provide for such access and inspection by the STATE in all construction contracts relating to the project.

IX. The CONTRACTOR can receive reimbursements of all or any part of the above referenced schedule provided the appropriate expenditure and project documentation is submitted and approved by the STATE.

*May be prepared on one map.

Town of Riverhead
 Development of Calverton Recreational Facilities-Phase II
 EPF-540538-L2

APPENDIX D - PROGRAM WORKPLAN

I. PROJECT NARRATIVE: The Calverton Enterprise Park Recreation improvements will augment the softball fields provided in Phase I with the construction of curb cut/road opening, sanitary system, drainage and fencing to allow for use of Phase I ballfields and an additional connecting trails project by adults and children for soccer, football, lacrosse, field hockey and family events. The Town of Riverhead will enhance the community recreational facilities with the continued development of the 62 acre recreational complex at the Calverton Enterprise Park. Upon completion, the Town will have public recreational facilities available to residents of all ages and income levels.

II. ARTICLE 15A PARTICIPATION: The STATE has established the following goals for the participation of certified minority and women-owned businesses (MWBES) on this project:

- MBEs, 8% of total dollar value
- WBEs, 7% of total dollar value

The CONTRACTOR shall comply with the provisions of the document labeled Appendix A1, which is attached to and made a part of this AGREEMENT.

III. PROJECT SCHEDULE: The following Schedule is a recommended timeframe for monitoring major thresholds which will result in completion of the grant by the scheduled ending date. This does NOT describe all the required steps involved in meeting these thresholds, nor is it intended to be a precise calendar. Nevertheless, not only is the schedule to be used as a monitoring tool by the CONTRACTOR and by the STATE, non-adherence to these timeframes without acceptable justification will be used as criteria in determining grant cancellation. The project documentation listed below should be submitted for approval/acceptance by the STATE as follows:

<u>ITEM</u>	<u>DATE DUE</u>
<i>THE FOLLOWING MUST BE SATISFIED BEFORE STARTING THE BIDDING PROCESS:</i>	
Permits – DOT / Suffolk County DOH	April 2011
Final Plans and Specifications	January 2011
<i>UPON SATISFACTION OF THE ABOVE, PROCEED WITH THE FOLLOWING:</i>	
Construction Bidding Process Commences	January 2011
Bid Award	April 2011
M/WBE Utilization Program-EEO Staffing Plan	April 2011
Start of Construction	May 2011
M/WBE-EEO Required Reports	MONTHLY BEGINNING May 2011
Payment Requests	ONGOING
Project Completion	September 2011
Close-out Documentation Requirements (See Appendix C)	December 2011

Town of Riverhead
Development of Calverton Recreational Facilities-Phase II
EPF-540538-L2

APPENDIX X - MODIFICATION AGREEMENT FORM

Period From: Agency Code: 49070
To: Project #: 540538
Contract #: C540538

Funding Amount for Period:

This is an AGREEMENT between THE STATE OF NEW YORK, acting by and through the Office of Parks, Recreation and Historic Preservation, having its principal office at Agency Building One, Empire State Plaza, Albany, New York 12238 (hereinafter referred to as the STATE), and the Town of Riverhead, having its principal office at 200 Howell Avenue, Riverhead, New York 11901 (hereinafter referred to as the CONTRACTOR), for modification of Contract Number C540538, as amended in this Appendix.

All other provisions of said AGREEMENT shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the dates appearing under their signatures.

CONTRACTOR:

STATE AGENCY:

Town of Riverhead

New York State Office of Parks,
Recreation and Historic Preservation

By:

By:

Printed Name:

Date:

Printed Title:

State Agency Certification:

"In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract."

Date:

STATE OF NEW YORK

)
) SS.:
)

County of

On the _____ day of _____ in the year _____, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(Notary Public, State of New York)

ATTORNEY GENERAL

Approved:

Thomas P. DiNapoli
State Comptroller

By _____

Date _____

Town of Riverhead
Development of Calverton Recreational Facilities-Phase II
EPF-540538-L2

APPENDIX E - SPECIAL CONDITIONS AND REQUIREMENTS
PKS PROJECTS

***I.** With the commencement of the project, the CONTRACTOR shall erect a project sign at the project site noting the State's assistance to the project. The project sign specifications are available from the STATE. The project sign shall remain in place in **perpetuity**.

II. In the event of any unanticipated archeological discoveries, the CONTRACTOR shall stop all work and notify the STATE immediately. Work shall not resume until the STATE determines how any previously undiscovered archeological remains will be treated. Special attention shall be given to any discovery of burials, graves, or human remains.

III. The CONTRACTOR may receive payment by paper check if expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances.

*Conditions noted with an asterisk must be satisfied prior to commencement of work on this project.

Town of Riverhead
Development of Calverton Recreational Facilities-Phase II
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APPENDIX F - PROGRAM SPECIFIC REQUIREMENTS

I. Construction Requirements.

A. Contract plans, specifications, and cost estimates shall be submitted to the STATE for review prior to the letting of any construction contract by the CONTRACTOR. Once all changes have been made and agreed to by the STATE and the CONTRACTOR, the CONTRACTOR shall submit three copies of the plans, specifications and cost estimates to the STATE. The STATE shall verify that the plans, specifications and cost estimates are in conformance with the work described in "APPENDIX B - BUDGET" and shall so notify the CONTRACTOR in writing; the STATE shall further verify that appropriate documents have been prepared by a professional licensed to practice in the State of New York. A complete set shall be returned to the CONTRACTOR by the STATE and shall be kept on the project site at all times. All plans and specifications as reviewed shall become part of this AGREEMENT, and no change or revision may be made to such plans and specifications without the express written consent of the STATE.

B. Contracts for construction in excess of thirty five thousand dollars (\$35,000) shall be awarded after competitive bidding in accordance with the provisions of the General Municipal Law. A certified copy of a summary of all bids shall be submitted to the STATE prior to awarding a contract, and an executed copy of the construction contract will thereafter be submitted to the STATE.

C. The CONTRACTOR shall be responsible for assuring that the project is designed and constructed in conformance with the Uniform Federal Accessibility Standards (UFAS -- Appendix A to 41 CFR part 101- 19.6), the Americans with Disabilities Act Accessibility Guidelines (ADAAG -- Appendix A to 28 CFR part 36) and the New York State Uniform Fire Prevention and Building Code (parts 1100-1102 of Title 9 NYCRR). Where there are discrepancies among the sets of standards with regard to a particular design /construction requirement, the one providing for the greatest degree of accommodation for the disabled shall apply.

D. It is the CONTRACTOR'S responsibility to assure that all work on the project complies with all applicable state and/or local laws including, but not limited to, zoning ordinances and building codes.

E. All purchase contracts involving an expenditure of more than ten thousand dollars (\$10,000) shall be awarded to the lowest responsible bidder furnishing the required security after advertisement for sealed bids in the manner provided for in section 103 of the General Municipal Law.

F. It is the CONTRACTOR's responsibility, pursuant to Section 57 of the Workers' Compensation Law, to maintain for STATE audit and review either proof that they have Workers' Compensation coverage for any employees, or a waiver statement from the New York State Department of Labor. The CONTRACTOR must also obtain from any contractor or sub-contractor hired to provide a service pursuant to this AGREEMENT, similar proof or waiver from the contractor or sub-contractor, and must maintain such documentation on file for audit.

G. Goods and services which are not required by this contract to be procured by the CONTRACTOR pursuant to competitive bidding must be procured in a manner so as to assure the prudent and economical use of grant moneys, to facilitate the acquisition of goods and services of maximum quality at the lowest possible cost under the circumstances, and to guard against favoritism, improvidence, extravagance, fraud and corruption.

II. Fees. The CONTRACTOR may charge a reasonable fee for the use of any facility, which is part of the project.

A. Except for the imposition of a differential fee schedule for non-residents of the municipality in which the project is located, the establishment of any preferential user fee for any person or entity is prohibited. Fees charged to non-residents shall not exceed twice those charged to residents.

Town of Riverhead
Development of Calverton Recreational Facilities-Phase II
EPF-540538-L2

B. Where there is no charge for residents but a fee is charged to non-residents, non-resident fees cannot exceed fees charged for residents at comparable State or local public facilities.

C. Reservation, membership or annual permit systems available to residents must also be available to non-residents and the period of availability must be the same for both residents and non-residents.

D. This provision does not apply to non-resident fishing and hunting license fees.

III. Funding. The CONTRACTOR hereby certifies that the funds made available by the STATE under this AGREEMENT shall not supplant local funds already appropriated or identified by the CONTRACTOR for the project.

IV. Termination. The CONTRACTOR shall complete the project as set forth in this AGREEMENT, and failure to render satisfactory progress or to complete the project to the satisfaction of the STATE may be deemed an abandonment of the project and cause for the suspension or termination of any obligation of the STATE. In the event the CONTRACTOR should be deemed to have abandoned the project for any reason or cause other than a national emergency or an Act of God, all monies paid to the CONTRACTOR by the STATE and not expended in accordance with this AGREEMENT shall be repaid to the STATE upon demand. If such monies are not repaid within one year after such demand, the State Comptroller of the State of New York may cause to be withheld from any State assistance to which the CONTRACTOR would otherwise be entitled an amount equal to the monies demanded (see Section III of this AGREEMENT).

V. Alienation.

A. The CONTRACTOR shall not at any time sell or convey any facility acquired or developed pursuant to this AGREEMENT or convert such facility to other than public park purposes without the express authority of an act of the Legislature, which shall provide for the substitution of other lands of equal fair market value and reasonably equivalent usefulness and location to those to be discontinued, sold or disposed of, and such other requirements as shall be approved by the STATE.

B. In addition to the provisions of subparagraph (A) of this section, and notwithstanding anything to the contrary contained herein, the CONTRACTOR shall not sell, lease or otherwise convey in any manner or permit a change in use of the project, in whole or in part, unless it shall have first received the approval of the STATE.

C. The CONTRACTOR agrees to own or hold by lease and to maintain and operate the project in perpetuity. The CONTRACTOR shall not authorize the operation of the project, or any portion thereof, by any other person, entity, or organization pursuant to any management agreement, lease or other arrangement without first obtaining the written approval of the STATE.

IN WITNESS THEREOF, the parties hereto have executed or approved this AGREEMENT on the dates below their signatures.

PROJECT NUMBER: **EPF-540538-L2**

CONTRACTOR:

Town of Riverhead

STATE AGENCY:

New York State Office of Parks, Recreation, and
Historic Preservation

By:

By:

Sean Walter
Supervisor

Date:

State Agency Certification:

Date

"In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract."

STATE OF NEW YORK)

) SS.:

COUNTY OF)

On the day of in the year , before me, the undersigned, personally appeared Sean Walter, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their/ capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public, State of New York

ATTORNEY GENERAL:

Approved:

Thomas P. DiNapoli
State Comptroller

By _____

Date _____

IN WITNESS THEREOF, the parties hereto have executed or approved this AGREEMENT on the dates below their signatures.

PROJECT NUMBER: **EPF-540538-L2**

CONTRACTOR:

Town of Riverhead

STATE AGENCY:

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By:

By:

Sean Walter
Supervisor

Date:

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Notary Public, State of New York

ATTORNEY GENERAL:

Approved:

Thomas P. DiNapoli
State Comptroller

By _____

Date _____

IN WITNESS THEREOF, the parties hereto have executed or approved this AGREEMENT on the dates below their signatures.

PROJECT NUMBER: **EPF-540538-L2**

CONTRACTOR:

Town of Riverhead

By:

Sean Walter
Supervisor

Date

STATE AGENCY:

New York State Office of Parks, Recreation, and
Historic Preservation

By:

Date:

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Notary Public, State of New York

ATTORNEY GENERAL:

Approved:

Thomas P. DiNapoli
State Comptroller

By _____

Date _____

IN WITNESS THEREOF, the parties hereto have executed or approved this AGREEMENT on the dates below their signatures.

PROJECT NUMBER: EPF-540538-L2

CONTRACTOR:

Town of Riverhead

By:

Sean Walter
Supervisor

Date

STATE AGENCY:

New York State Office of Parks, Recreation, and
Historic Preservation

By:

Date:

State Agency Certification:

"In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract."

STATE OF NEW YORK)

) SS.:

COUNTY OF)

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Notary Public, State of New York

ATTORNEY GENERAL:

Approved:

Thomas P. DiNapoli
State Comptroller

By _____

Date _____

TOWN OF RIVERHEAD

Resolution # 312

**AUTHORIZES TOWN CLERK TO ADVERTISE FOR BIDS ON A
2007 ASV 100HP TRACK SKID STEER LOADER OR EQUAL**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

RESOLVED, that the Town Clerk of the Town of Riverhead be and is hereby authorized to advertise for sealed bids for a 2007 ASV 100 hp Track Skid Steer Loader or an approved equal for the use of the Town of Riverhead Highway Department, **AND BE IT,**

RESOLVED, that the specifications and forms for bidding be prepared by the Superintendent of Highways, and all bids to be returnable up to 11:00 A.M. on May 5, 2011, **AND BE IT FURTHER,**

RESOLVED, that the Town Clerk of the Town of Riverhead be and is hereby authorized to open publicly and read aloud on May 5, 2011 at 11:00A.M. at the Town Clerk's office, Town Hall, 200 Howell Avenue, Riverhead, New York, all sealed bids bearing the designation "BID ON A 2007 ASV 100HP TRACK SKID STEER LOADER OR AN APPROVED EQUAL".

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

On a motion of Councilman Dunleavy, seconded by Councilman Wooten the resolution was taken OFF THE FLOOR

THE VOTE:

Yes – 5 Giglio, yes; Gabrielsen, yes; Wooten, yes; Dunleavy, yes; Walter, yes
NO - 0

NOTICE TO BIDDERS

Sealed bids for a “2007 ASV 100 HP TRACK SKID STEER LOADER OR AN APPROVED EQUAL” for the use of the Riverhead Highway Department will be received by the Town Clerk of the Town of Riverhead at the Town Hall, 200 Howell Avenue, Riverhead, New York 11901 until 11:00 A.M. on May 5, 2011.

Instructions for bidders, specifications and forms may be obtained on the website at www.riverheadli.com or at the office of the Town Clerk at the Town Hall Monday through Friday between the hours of 8:30 A.M. and 4:30 P.M.

All bids will be submitted on the bid form provided. Any and all exceptions to the specifications will be listed on a separate sheet of paper bearing the designation “Exceptions to the Specifications”, and attached to the bid form.

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

All bids will be submitted in a sealed envelope bearing the designation “BID on a 2007 ASV 100HP TRACK SKID STEER LOADER OR AN APPROVED EQUAL”.

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

04.20.2011
110313

ADOPTED

TOWN OF RIVERHEAD

Resolution # 313

**AUTHORIZES AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH
DUNN ENGINEERING ASSOCIATES, P.C. TO PROCEED WITH CALVERTON
RAIL CONSTRUCTION ADMINISTRATION FOR CHANGE ORDER No. 6**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, the New York State Department of Transportation (NYS DOT) Calverton Industrial Enterprise Park Freight Rail Access Rehabilitation (PIN #0935.61) Economic Recovery Project in the Town of Riverhead, in Suffolk County, (hereinafter "the Municipality/Sponsor") is eligible for and has been awarded funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the costs of such program to be borne at the ratio of 100% Federal funds and 0% non-federal funds to support, among other things, important infrastructure projects that help attract businesses, improve commerce and revitalize local economies; and

WHEREAS, the New York State Empire State Development Corporation through its Downstate Revitalization Fund awarded \$650,000 towards the Calverton Industrial Enterprise Park Freight Rail Access Rehabilitation Project funds to support, among other things, important infrastructure projects that help attract businesses, improve commerce and revitalize local economies; and

WHEREAS, the Town of Riverhead Board desires to foster the continued development of infrastructure at the Calverton Enterprise Park site to attract businesses, improve commerce, enhance the tax base and the local economy and encourage continued economic development at the site consistent with the comprehensive plans; and

WHEREAS, on February 11, 2010, the Town Board adopted Resolution No. 111 entitled, "Awards Calverton Rail Access Rehabilitation Contract" that awarded the construction bid for the above mentioned project to Railroad Construction Co., Inc.; and

WHEREAS, use of a construction inspection consultant from the pre-approved Suffolk County of Transportation LDSA list expedited the delivery of the project and Dunn Engineering Associates, P.C. was on such list; and

WHEREAS, on April 6, 2010, the Town Board adopted Resolution No. 251 entitled, "Authorizes Dunn Engineering Associates, P.C. to Proceed with Calverton Rail

Construction Administration”, that authorized Dunn Engineering to proceed with construction inspection for the contract; and

WHEREAS, on October 5, 2010, the CDA Board adopted Resolution No. 17 entitled “Authorizes Optimized Reconstruction of the Calverton Rail Spur” to request the remaining ARRA funding certified for the Calverton Rail project to enhance the design and provide more efficient trackage that accommodates modern freight rail cars to eliminate the obsolete runaround track and relocate said runaround track to include an approximately 1800’ long runaround track, creates a better functioning spur that will provide more efficient service; and

WHEREAS, on March 15, 2011, the Town Board adopted Resolution #176 titled “Authorizes Change Order for Optimized Reconstruction of Calverton Rail Spur.”

WHEREAS, Dunn Engineering Associates, P.C. has submitted the attached proposal to perform the construction administration services associated with Change Order No. 6 for the reconstruction of the Calverton Rail Spur.

NOW, THEREFORE, BE IT RESOLVED, Dunn Engineering Associates, P.C. be and is hereby authorized to proceed subject to “Notice to Proceed” in the form of a Town of Riverhead Purchase Order with the attached construction administration services proposal not to exceed \$175,070; and

BE IT FURTHER RESOLVED, that the Town Board be and does hereby authorize the Accounting Department to issue a Town of Riverhead Purchase Order in the amount listed above; and

BE IT FURTHER RESOLVED, that the Town Board be and does hereby authorize the Supervisor to enter into a Town of Riverhead Consultant/Professional Services Agreement/Amendment with Dunn Engineering Associates, P.C. subject to review and approval by the Town Attorney; and

BE IT FURTHER RESOLVED, that the Town Clerk forward copies of this resolution to the Accounting Department, the Engineering Department and the Community Development Department; and

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

On a motion of Councilman Dunleavy, seconded by Councilman Wooten the resolution was taken OFF THE FLOOR

THE VOTE:

Yes – 5 Giglio, yes; Gabrielsen, yes; Wooten, yes; Dunleavy, yes; Walter, yes

NO - 0

**RAIL TRANSPORT
DESIGN, PLANNING AND SUPPORT**

**SUMMARY OF ESTIMATED PROJECT COSTS FOR CONSTRUCTION INSPECTION AND CONSTRUCTION
SUPPORT**

April 12, 2011

TOWN OF RIVERHEAD RAIL REHABILITATION PROJECT
CALVERTON INDUSTRIAL PARK

ASSUMED WORK SCOPE AND SCHEDULE: CONTRACT EXTENSION 8 WEEKS THROUGH COMPLETION

COMBINED ENGINEERING FEE SUMMARY		
ITEMS	DEA/HDR	TOTAL COST
Task 1 Project Administration		\$21,981
Task 2 Construction Inspection		\$129,028
Task 3 Construction Support		\$14,540
Out of Pocket		\$2,521
Subconsultant Saratoga Engineering		\$4,500
Testing		\$2,500
TOTAL ESTIMATED COMBINED FEE		\$175,070