

RESOLUTION LIST

MARCH 15, 2016

- Res. #162 Acceptance of 2015 Justice Court Audit**
- Res. #163 Knolls at Fox Hill Phase IIIB Water Capital Project Budget Adoption**
- Res. #164 Millbrook Playground CP#70130, Stotzky Park Playground CP #70131 & Calverton Concession Improvement CP #70143 Capital Project Closure**
- Res. #165 Authorize Attendance at NYS GFOA Board Meetings**
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- Res. #182** Accepts Drainage Bond of Browning Hotel Properties LLC
- Res. #183** Extends Bid for Annual Heating, Ventilating and Air Conditioning Maintenance Contract
- Res. #184** Authorizes the Retention of Michael Haberman Associates, Inc. as an Expert in the Matter of Sound Shore Guild Assn., Inc. v. Riverhead Town Assessors
- Res. #185** Accepts Performance Security of East Island Site Development Co., Inc. (Drainlayer for Riverhead Sewer District)
- Res. #186** Authorizes the Supervisor to Execute an Agreement with ABL Computing, Inc.
- Res. #187** Authorizes the Supervisor to Issue a Letter to the Suffolk County Department of Health Services Allowing the Use of Pine Barrens Credits Originated from Property Located in Riverhead (MVC Properties, LLC)
- Res. #188** Authorizes the Supervisor to Execute an Agreement Authorizing the Town to Accept Funds from Suffolk County Office for the Aging for the Purpose of Supplementing the Town's Nutrition Program for the Elderly
- Res. #189** Appoints the Law Firm of Smith, Finkelstein, Lundberg, Isler and Yakaboski, LLP to Act as Special Counsel in the Civil Action Entitled Sprint Spectrum Realty Company, L.C. v. Riverhead Water District and Authorizes the Supervisor to Execute a Retainer Agreement

- Res. #190** Accept ad File Notice of Completion of Final Supplemental Generic Environmental Impact Statement (FSGEIS) Comprehensive Plan for the Development of EPCAL (EPCAL Reuse & Revitalization Plan), Including Amendment to the Town of Riverhead Comprehensive Master Plan, Subdivision of the EPCAL Property, Creation ad Adoption of a Planned Development (PD) Zoning District, Amendment to the Zoning Map of the Town of Riverhead to Rezone the EPCAL Property to the PD Zoning District, and Amendment to the Calverton Enterprise Park Urban Renewal Plan
- Res. #191** Appoints a Public Safety Dispatcher to Police Department (Catherine M. Urevich)
- Res. #192** Pays Bills
- Res. #193** Extends Bid for Dry Hydrated Lime (Calcium Hydroxide) for Riverhead Water District
- Res. #194** Authorizes the Supervisor to Execute an Agreement with ADP, LLC

TOWN OF RIVERHEAD

Resolution # 162

ACCEPTANCE OF 2015 JUSTICE COURT AUDIT

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Town of Riverhead authorized Albrecht, Viggiano, Zureck & Company, P.C. to conduct the audit of the records of the Town of Riverhead Justice Court for the year ended December 31, 2015; and

WHEREAS, Albrecht, Viggiano, Zureck & Company, P.C. has audited the Justice Court and issued a report in accordance with Section 2019-a of the Uniform Justice Court Act.

NOW THEREFORE BE IT RESOLVED, that the Town Board hereby accepts the Justice Court Audit Report for the year ended December 31, 2015; and

THEREFORE BE IT FURTHER RESOLVED, that the Town Clerk provide a copy of this resolution to the Accounting Department; and

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

THE VOTE

Hubbard Yes No Giglio ABSENT
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 163

KNOLLS AT FOX HILL PHASE IIIB
WATER CAPITAL PROJECT

BUDGET ADOPTION

Councilman Wooten offered the following resolution,

which was seconded by Councilman Hubbard

WHEREAS, \$ 13,326.03 has been received by the developer for the installation of water service at Bluffs Drive South and Knolls Way.

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

		<u>FROM</u>	<u>TO</u>
412.092705.421050.30132	Developer Fees	13,326.03	
412.083200.523002.30132	Water Main/Lateral Construction		13,326.03

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

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

THE VOTE

Hubbard <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Giglio ABSENT
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 # 164

**MILLBROOK PLAYGROUND CP# 70130,
STOTZKY PARK PLAYGROUND CP #70131
& CALVERTON CONCESSION IMPROVEMENT CP#70143**

CAPITAL PROJECT CLOSURE

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Hubbard

WHEREAS, Capital Project # 70130, 2013 Millbrook Gables Playground is considered complete; and

WHEREAS, Capital Project #70131 2013 Stotzky Park Playground is considered complete; and

WHEREAS, Capital Project # 70143, 2014 Calverton Concession Improvement is considered complete.

RESOLVED, that the Town Board hereby authorizes the Accounting Department to close Capital Projects 70130, 70131 and 70143, to modify the budgets and return residuals back to the originating source of the Park and Recreation Special Trust; and

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

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

THE VOTE

Hubbard Yes No Giglio ABSENT
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 165

AUTHORIZE ATTENDANCE AT NYS GFOA BOARD MEETINGS

Councilman Hubbard offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, William Rothaar, as the Financial Administrator of the Town of Riverhead has been appointed to the New York State Government Finance Officer's Association Board.

NOW THEREFORE BE IT RESOLVED, Financial Administrator, William Rothaar is hereby authorized to attend the New York State Government Finance Officer's Association Board of Governor's meetings for 2016 to be held in Albany, New York three times a year; and

BE IT FURTHER RESOLVED, that the Financial Administrator will be granted administrative leave for these meetings; and

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

THE VOTE

Hubbard Yes No Giglio ABSENT
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 166

AUTHORIZES ATTENDANCE OF ASSESSORS AT SEMINAR

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, on April 20, 2016, a training seminar entitled “Valuation of Solar Panels” is being offered in Walkill, New York through the Institute of Assessing Officers, and

WHEREAS, said course provides 6 continuing education credits for assessors, and

WHEREAS, two members of the Board of Assessors have expressed interest in attending said seminar.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board hereby authorizes attendance by the assessors at said seminar, and

BE IT FURTHER RESOLVED, that the assessors shall be reimbursed for costs of tuition, travel, lodging and meals, and that the use of a town vehicle is hereby authorized, and that said expenses are to be fully receipted upon return in accordance with the Travel and Conference Policy and procedures of the Town, and

BE IT FURTHER RESOLVED, that tuition, lodging, meals, and travel expenses are subject to reimbursement by the State of New York to the Town of Riverhead upon completion of said seminar, and

BE IT FURTHER RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to the Assessor’s Office and the Accounting Department, and

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

THE VOTE

Hubbard Yes No Giglio ABSENT
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 167

**RATIFIES THE REAPPOINTMENTS OF REGISTRAR
AND DEPUTY REGISTRAR OF VITAL STATISTICS**

Councilman Wooten offered the following resolution,

which was seconded by Supervisor Walter

WHEREAS the appointed Registrar of Vital Statistics is responsible for the proper recording of all births and deaths in the Town of Riverhead; now therefore

BE IT RESOLVED, that Diane M. Wilhelm, Town Clerk of the Town of Riverhead, be and is hereby reappointed to the position of Registrar of Vital Statistics for a four year term effective January 1, 2016 through December 31, 2019; and

BE IT FURTHER RESOLVED, that at the request and recommendation of Town Clerk, Diane M. Wilhelm, Town Clerk, Juliann O'Neill is hereby reappointed to the position of Deputy Registrar of Vital Statistics for a four year term effective January 1, 2016 through December 31, 2019; and

BE IT FURTHER RESOLVED, that said Deputy Registrar position will be fulfilled outside Ms. O'Neill's full-time civil service position of Account Clerk Typist; and

BE IT FURTHER RESOLVED, that the Supervisor is authorized to execute form DOH-1556 as attached and such other forms and documents to carry out the intent of this resolution; 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

Hubbard Yes No Giglio ABSENT
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 168

**SEQRA RESOLUTION REGARDING APPLICATION FOR SUFFOLK COUNTY
DOWNTOWN REVITALIZATION ROUND 9 FUNDING FOR MOBILE BOAT HOUSE**

Supervisor Walter offered the following resolution,

which was seconded by Councilman Hubbard

WHEREAS, the Town, by Resolution #1100 adopted on November 17, 2009, approved the Town of Riverhead participation in the Suffolk County Downtown Revitalization Program, a program designed to support, develop and assist local governments with funding of projects located in Suffolk County that will have an important and sustainable impact on downtowns and business districts; and

WHEREAS, the Town, as part of its downtown revitalization efforts and desire to enhance public enjoyment of Ammerman Park/Peconic Riverfront and the park improvements, including the boardwalk along the scenic Peconic River, proposed a project to widen the existing access ramp to accommodate larger rowing vessels, floating dock, and construction of a portable boathouse; and

WHEREAS, the Town, by Resolution #1100 adopted on November 17, 2009, authorized the Supervisor to execute an inter-municipal agreement with the County under Article 5-G of the General Municipal Law; and

WHEREAS, the Town, through the Engineering Department and pursuant to the terms of the project, made application to New York State Department of Conservation for the requisite permit under Article 25 (Tidal Wetlands); Article 15 Title 15 (Excavation/Fill in Navigable Waters) and §401 Clean Water Act (Water Quality Certification) to install a 10'x 79' low profile floating dock and 4' x4' gangway in place of the existing floating dock and wood gangway/ramp. In addition, replace existing 9' x 60' floating dock with a shorter 9' x 25' floating dock and replace 4' ramp with a wider 6' ramp; and

WHEREAS, after the New York State Department of Environmental Conservation issued the permits and as required by the terms of the inter-municipal agreement between the Town of Riverhead and County of Suffolk, the Town granted the County of Suffolk an easement on, over, and across that portion of Town owned property whereby the improvements described in the paragraph above were to be located; and

WHEREAS, the Town considered several locations in proximity to the dock improvements for the location of the portable boathouse and determined that property owned by the Sewer District, known and hereinafter referred to as the "McDermott Property" and currently licensed to East End Rowing, is an appropriate location due to

the location; encouragement of amateur rowing and the general promotion of physical culture; educational (license requirements to provide “free” classes to residents) and recreational opportunities for residents of the Town of Riverhead; and finally, terms of license wherein the Sewer District/Town reserved right to locate portable boathouse on the property; and

WHEREAS, the Town by Resolution #243, adopted April 7, 2015 authorized the Supervisor to execute an easement on, over, and across that portion of the McDermott Property *subject to a right to relocate the boathouse in the event that the Sewer Department requires use of the property for improvements to the Defriest Pump Station, to comply with the terms and conditions of the grant.

WHEREAS, the Riverhead Planning Department has reviewed the project documentation provided by the Community Development Department regarding installation of a mobile boathouse to temporarily store small boats (more specifically an open building with pole supports and a roof measuring 20 feet by 50 feet) and has recommended the directly undertaken action to be considered a Type II Action pursuant to 6NYCRR Part 617.5(c)(7) as construction of an accessory/appurtenant, non-residential structure or facility involving less than 4,000 square feet of gross floor area and not involving a change in zoning or a use variance and consistent with local land use controls, but not radio communication or microwave transmission facilities; and

WHEREAS, pursuant to 617.3(b), 617.5(a)(1)(i) agency SEQR responsibilities end with this designation with no significance determination being necessary.

NOW THEREFORE, BE IT RESOLVED, that Riverhead Town Board declares itself to be the lead agency to install the mobile boathouse, which it declares to be an Type II Action for the purposes of compliance with SEQRA; and

THEREFORE, BE IT FURTHER RESOLVED, that the Town Clerk shall provide notification of this resolution to the Community Development Department and a copy to Ms. Joanne Minieri, Deputy County Executive/Commissioner, Suffolk County Department of Economic Development and Workforce Housing, H. Lee Dennison Building, 2nd floor, Hauppauge, NY 11788-0099.

RESOLVED, that a copy of this resolution shall be provided to the Community Development Department, Accounting and the Town Attorney; and

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

THE VOTE

Hubbard Yes No Giglio ABSENT
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted



TOWN OF RIVERHEAD PLANNING DEPARTMENT

200 HOWELL AVENUE, RIVERHEAD, NEW YORK 11901-2596
(631) 727-3200, FAX (631) 727-9101

Jefferson V. Murphree,
AICP
*Town Building and
Planning Administrator*
Ext. 239

**Jeffrey
Seeman, CEP**
*Environmental
Planner*
Ext. 207

Karin Gluth
Planner
Ext. 206

Jaime Ritter
*Account Clerk
Typist*
*Clerk to the CAC
Clerk to the ARB*
Ext. 267

Kim E. Fuentes
*Secretary to the
Planning Board
Secretary to the Zoning
Board of Appeals*
Ext. 240

SEQRA Staff Report

Date: November 13, 2015
To: Town Board & Riverhead Community Development Agency
From: Jeffrey Seeman, CEP Environmental Planner
Subject: SEQRA Evaluation Boat House at Mc Dermott

Application: The applicant seeks to construct a boat house structure to temporarily store small boats. The facility and open building with pole supports and a roof measuring 20 feet by 50 feet. The existing parcel is less than one acre and includes a residential structure, which will be removed in the future as part of the Riverhead Sewer District upgraded infrastructure for the purpose of locating a sanitary pump station. The proposed action will not impact the future development.

Site Location: 127 Mc Dermott Avenue at the downtown waterfront region of Riverhead.

Plans/Information Submitted: The application includes photographs of the site, a general location map and plans of the proposed boat house.

SEQRA: The proposed action of area variances for the addition to a professional building is classified as a Type II Action pursuant to 6NYCRR Part 617.5(c)(7). Part 1 of the Short Environmental Assessment Form (SEAF), dated November 12, 2015 was submitted by the Town of Riverhead CDA and reviewed by staff on November 13, 2015. Part 2 of the SEAF was completed by staff and it is staff's recommendation the project will have no significant impacts on the environment and no further SEQRA actions are required.

Cc. Jefferson Murphree, AICP, Town Building & Planning Administrator

TOWN OF RIVERHEAD

Resolution # 169

APPOINTS AN AUTOMOTIVE MECHANIC II TO THE MUNICIPAL GARAGE

Councilman Hubbard offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, a vacancy for an Automotive Mechanic exists at the Municipal Garage; and

WHEREAS, as per Article 12, Section 3 of the CSEA contract, this job was duly posted, Job Posting #3, interviews were conducted, and a recommendation of a suitable candidate has been received from the Personnel Committee.

NOW, THEREFORE, BE IT RESOLVED, that effective March 21, 2016, this Town Board hereby appoints Automotive Equipment Operator Thomas Rogers to the position of Automotive Mechanic II at a rate of pay as found on Group 8, Step 4 of the Operational and Technical Salary Schedule.

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

Hubbard Yes No Giglio ABSENT
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 170

APPOINTS A CHIEF BUILDING INSPECTOR

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the necessity exists for a Chief Building Inspector to set policy for the Building Department division of the Town Building and Planning Department, to advise the Town Board on matters relating to Town Code, and to act as assistant department head to the Town Building and Planning Administrator, managing the department in his absence or on his behalf as needed; and

WHEREAS, the Suffolk County Department of Civil Service has certified a list for the title of Chief Building Inspector, List # 14-5110-237, and said list has been duly canvassed in accordance with civil service regulations; and

WHEREAS, Senior Building Inspector Brad Hammond is reachable on the civil service list for the title of Chief Building Inspector, and the Town Board of the Town of Riverhead is desirous of appointing him to same.

NOW, THEREFORE, BE IT RESOLVED, that effective March 16, 2016 this Town Board hereby appoints Brad Hammond to the position of Chief Building Inspector at an annual salary of \$80,000.00, and further authorizes the Town Supervisor to enter into a contract agreement with him.

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

Hubbard Yes No Giglio ABSENT
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 171

ACCEPTS THE RESIGNATION OF THE DEPUTY TAX RECEIVER

Councilman Wooten offered the following resolution,

which was seconded by Supervisor Walter

WHEREAS, the Town has received written notification from Deputy Tax Receiver Cori Fife indicating her intent to resign effective April 6, 2016.

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

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

THE VOTE

Hubbard Yes No Giglio ABSENT
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 172

APPOINTS A DEPUTY TAX RECEIVER

Supervisor Walter offered the following resolution,

which was seconded by Councilman Hubbard

NOW, THEREFORE, BE IT RESOLVED, due to the resignation of the incumbent Deputy Tax Receiver, this Town Board hereby appoints interim Deputy Tax Receiver Melissa Messina to the position of Deputy Tax Receiver effective April 7, 2016 an annual salary of \$42,500.00, pro-rated for the remainder of 2016.

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

Hubbard Yes No Giglio ABSENT
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 173

ACCEPTS RETIREMENT OF DEPUTY HIGHWAY SUPERINTENDENT

Councilman Hubbard offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, the Town has received notification from the New York State and Local Employees Retirement System of Deputy Highway Superintendent Mark Gajowski's intent to retire effective March 25, 2016 .

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

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

THE VOTE

Hubbard Yes No Giglio ABSENT
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 174

APPOINTS DEPUTY HIGHWAY SUPERINTENDENT

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the position of Deputy Highway Superintendent is vacant effective March 25, 2016 due to the retirement of the incumbent Deputy Highway Superintendent; and

WHEREAS, the Highway Superintendent has selected and wishes to appoint Maintenance Mechanic IV Michael Zaleski to fill this vacancy effective March 25, 2016.

NOW, THEREFORE, BE IT RESOLVED, that this Town Board hereby appoints Michael Zaleski to the position of Deputy Highway Superintendent effective March 25, 2016 at an annual salary of \$84,000.00 prorated for the remainder of 2016, and simultaneously places him on a leave of absence as per Civil Service regulations from his position as Maintenance Mechanic IV effective close of business March 24, 2016, and

BE IT FURTHER, RESOLVED that the Town Supervisor is authorized to enter into a contract agreement with Mr. Zaleski.

RESOLVED, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to Michael Zaleski, the Highway Superintendent, the Accounting Office, and the Personnel Officer. 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

Hubbard Yes No Giglio ABSENT
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 175

**AUTHORIZATION TO PUBLISH ADVERTISEMENT FOR
JANITORIAL SUPPLIES
FOR THE TOWN OF RIVERHEAD**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Hubbard

WHEREAS, the Town Clerk is authorized to publish and post a notice to bidders for proposals for **JANITORIAL SUPPLIES** for the Town of Riverhead and;

WHEREAS, the Town Clerk is hereby authorized to publish and post the following public notice in the **MARCH 24, 2016** issue of the News Review.

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

THE VOTE

Hubbard Yes No Giglio ABSENT
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 **JANITORIAL SUPPLIES** for the use in the Town of Riverhead, Riverhead Police Department will be received at the Office of the Town Clerk, Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York until **2:00 PM on APRIL 15, 2016** at which time they will be publicly opened and read aloud.

Specifications may be examined and/or obtained on **MARCH 24, 2016** on the Town of Riverhead website at www.townofriverheadny.gov, click on bid requests.

Each proposal must be submitted on the form provided in sealed envelope clearly marked **JANITORIAL SUPPLIES**. Any and all exceptions to the specifications must be listed on a separate sheet of paper, bearing the designation 'EXCEPTIONS TO THE SPECIFICATIONS' and attached to the bid form.

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

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD

Diane M. Wilhelm, Town Clerk

TOWN OF RIVERHEAD

Resolution # 176

**AUTHORIZATION TO PUBLISH ADVERTISEMENT FOR
POLICE DEPARTMENT UNIFORMS
FOR THE TOWN OF RIVERHEAD**

Supervisor Walter offered the following resolution,

which was seconded by Councilman Hubbard

WHEREAS, the Town Clerk is authorized to publish and post a notice to bidders for proposals for **POLICE DEPARTMENT UNIFORMS** for the Town of Riverhead and;

WHEREAS, the Town Clerk is hereby authorized to publish and post the following public notice in the **MARCH 24, 2016** issue of the News Review.

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

THE VOTE

Hubbard Yes No Giglio ABSENT
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 **POLICE DEPARTMENT UNIFORMS** for the use in the Town of Riverhead, Riverhead Police Department will be received at the Office of the Town Clerk, Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York until **2:00 PM on APRIL 13, 2016** at which time they will be publicly opened and read aloud.

Specifications may be examined and/or obtained on **MARCH 24, 2016** on the Town of Riverhead website at www.townofriverheadny.gov, click on bid requests.

Each proposal must be submitted on the form provided in sealed envelope clearly marked **POLICE DEPARTMENT UNIFORMS**. Any and all exceptions to the specifications must be listed on a separate sheet of paper, bearing the designation 'EXCEPTIONS TO THE SPECIFICATIONS' and attached to the bid form.

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

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD

Diane M. Wilhelm, Town Clerk

TOWN OF RIVERHEAD

Resolution # 177

AWARDS BID FOR PROPANE

Councilman Hubbard offered the following resolution,

which was seconded by Councilman Dunleavy

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

WHEREAS, 2 bids were received and opened at 2:05 pm on FEBRUARY 29, 2016 at Town Hall, 200 Howell Avenue, Riverhead, New York, the date, time and place given in the Notice to Bidders.

NOW THEREFORE BE IT RESOLVED, that the bid for **PROPANE** for the Town of Riverhead be and hereby is, awarded to **PECONIC PROPANE** for +\$.40 cents per gallon over daily Selkirk posted price. Maintenance and replacement of equipment list attached.

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

Hubbard Yes No Giglio ABSENT
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

MAINTENANCE TO EQUIPMENT

Town of Riverhead

LABOR:

Hourly rate for 1 man crew to perform maintenance work, as required:

8 hours @ (\$ 84.00) Total: \$ 672.00

A. Weekdays after 8 hours and Saturdays

(Hourly rate (\$ 84.00) x 1.5 % = (\$ 126.00)/hour

B. Sunday/holiday

(Hourly rate (\$ 84.00) x 2 % = (\$ 168.00)/hour

TOTAL (A + B): \$294.00

PARTS:

Compensation for furnishing brand-name parts and components:

A. Up to \$100 Certified Cost plus 60 % = Sub-Total \$ 160.00

B. Up to \$500 Certified Cost plus 50 % = \$ 750.00

C. Up to \$1000 Certified Cost plus 40 % = \$ 1400.00

D. Up to \$5000 Certified Cost plus 30 % = \$ 6500.00

E. Above \$5000 Certified Cost plus 30 % = \$ 6500.00

TOTAL: \$15,310.00

TANK REPLACEMENT

Town of Riverhead

**Complete install/purchase of new 100 gallon (420#) ASME propane tank.
ASME Tanks will be purchased by the Town of Riverhead NOT leased.**

- | | | |
|---|--------------------|-------------------------|
| 1. Cost & Manufacture of tank: | <u>WORTHINGTON</u> | <u>\$545.00</u> |
| <u>(If needed use a separate blank page for detailed specifications)</u> | | |
| 2. Labor/equipment to install new tank to existing heater | | TOTAL: <u>\$ 723.45</u> |
| 3. Labor/equipment to install 2 tanks at same location to existing heater | | TOTAL: <u>\$1381.08</u> |

****Note: A bill of sale must be provided with each install.**

TOWN OF RIVERHEAD

Resolution #178

ORDER CALLING PUBLIC HEARING IN THE MATTER OF THE INCREASE AND IMPROVEMENT OF THE FACILITIES OF THE CALVERTON SEWER DISTRICT IN THE TOWN OF RIVERHEAD, SUFFOLK COUNTY, NEW YORK

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

160393465.01

43219-2-60

At a regular meeting of the Town Board of the Town of Riverhead, Suffolk County, New York, held at the Town Hall, in Riverhead, New York on March 15, 2016, at 7:00 o'clock P.M., Prevailing Time.

PRESENT:

Supervisor Walter

Councilman Dunleavy

Councilman Wooten

Councilman Hubbard

ABSENT:

Councilwoman Giglio

<p>In the Matter of The Increase and Improvement of the Facilities of the Calverton Sewer District, in the Town of Riverhead, Suffolk County, New York</p>	<p>ORDER CALLING PUBLIC HEARING</p>
--	---

WHEREAS, the Town Board of the Town of Riverhead, Suffolk County, New York, has caused to be prepared a map, plan and report, including an estimate of cost, pursuant to

Section 202-b of the Town Law, relating to the increase and improvement of the facilities of the Calverton Sewer District, in the Town of Riverhead, Suffolk County, New York (the “Sewer District”), being the improvement, upgrade and expansion of the sewage treatment plant, including new effluent groundwater recharge beds and related facilities, the collection and conveyance system thereat, and other buildings and facilities, and including original furnishings, equipment, machinery, apparatus, appurtenances, site improvements, and incidental improvements and expenses in connection therewith, at a maximum estimated cost of \$7,560,000; and

WHEREAS, said capital project has been determined to be an Unlisted Action pursuant to the regulations of the New York State Department of Environmental Conservation promulgated pursuant to the State Environmental Quality Review Act (“SEQRA”), the implementation of which as proposed, it has been determined will not result in any significant environmental impact; and

WHEREAS, it is now desired to call a public hearing on the question of the increase and improvement of the facilities of said Sewer District, in the matter described above, and to hear all persons interested in the subject thereof, concerning the same, in accordance with the provisions of Section 202-b of the Town Law; NOW, THEREFORE, IT IS HEREBY

ORDERED, by the Town Board of the Town of Riverhead, Suffolk County, New York, as follows:

Section 1. A public hearing will be held in the Town Hall, in Riverhead , New York, in said Town, on April 19, 2016, at 7:05 o'clock P.M., Prevailing Time, on the question of the increase and improvement of the facilities of the Calverton Sewer District, in the Town of Riverhead, Suffolk County, New York, in the manner described in the preambles hereof, and to

hear all persons interested in the subject thereof, concerning the same, and to take such action thereon as is required or authorized by law.

Section 2. The Town Clerk is hereby authorized and directed to cause a copy of the Notice of Public Hearing hereinafter provided to be published once in the official newspaper, and also to cause a copy thereof to be posted on the sign board of the Town, such publication and posting to be made not less than ten, nor more than twenty, days before the date designated for the hearing.

Section 3. The notice of public hearing shall be in substantially the form attached hereto as Exhibit A and hereby made a part hereof.

Section 4. This Order shall take effect immediately.

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

THE VOTE

Hubbard Yes No Giglio ABSENT
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

NOTICE OF PUBLIC HEARING
CALVERTON SEWER DISTRICT

NOTICE IS HEREBY GIVEN that the Town Board of the Town of Riverhead, Suffolk County, New York, will meet at the Town Hall, 200 Howell Avenue in Riverhead, New York, on April 19, 2016, at 7:05 o'clock P.M., Prevailing Time, for the purpose of conducting a public hearing upon a certain map, plan and report, including an estimate of cost, in relation to the proposed increase and improvement, upgrade and expansion of the sewage treatment plant, including new effluent groundwater recharge beds and related facilities, the collection and conveyance system thereat, and other buildings and facilities, and including original furnishings, equipment, machinery, apparatus, appurtenances, site improvements, and incidental improvements and expenses in connection therewith, at a maximum estimated cost of \$7,560,000.

Said capital project has been determined to be an "Unlisted Action" pursuant to the regulations of the New York State Department of Environmental Conservation promulgated pursuant to the State Environmental Quality Review Act ("SEQRA"), which it has been determined will not result in any significant environmental impact. Full SEQRA compliance materials are on file in the Office of the Town Clerk where they may be inspected during regular office hours.

At said public hearing said Town Board will hear all persons interested in the subject matter thereof.

Dated: Riverhead, New York,

_____, 2016.

BY ORDER OF THE TOWN BOARD OF THE TOWN OF
RIVERHEAD, SUFFOLK COUNTY, NEW YORK

Town Clerk

TOWN OF RIVERHEAD

Resolution # 179

**AUTHORIZES SUBMISSION OF NYSEFC CLEAN
WATER STATE REVOLVING FUND APPLICATION
CALVERTON SEWER DISTRICT
CWSRF PROJECT NO. C1-5123-06-00**

Councilman Wooten offered the following resolution,

which was seconded by Supervisor Walter

WHEREAS, Riverhead Town Board as governing body of the Calverton Sewer District has been awarded state and county grants to upgrade and improve the Calverton Sewer District, and

WHEREAS, application for NYS EFC Clean Water State Revolving Fund (CWSRF Project No. C1-5123-06-00) has been completed and prepared for submission on behalf of the Calverton Sewer District.

NOW, THEREFORE, BE IT RESOLVED, that the Town Supervisor be and hereby is authorized to execute grant application to NYS Environmental Facilities Corporation Clean Water Revolving Fund (CWSRF Project No. C1-5123-06-00), and

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

BE IT FURTHER RESOLVED, that the Town Clerk be and is hereby authorized to provide copy of this resolution to Sewer District Superintendent Michael Reichel and Frank Isler, Esq.

THE VOTE

Hubbard Yes No Giglio ABSENT
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 180

AUTHORIZES THE SUPERVISOR TO EXECUTE AN AGREEMENT WITH FAMILY SERVICE LEAGUE FOR EMPLOYEE ASSISTANCE PROGRAM

Supervisor Walter offered the following resolution,

which was seconded by Councilman Hubbard

WHEREAS, the Town of Riverhead wishes to provide Town of Riverhead employees voluntary professional assistance with personal problems that may affect work performance, relationships with co-workers, health or safety; and

WHEREAS, Family Service League, Inc. has the qualifications, experience and resources to provide such services to all enrolled employees of the Town of Riverhead and their families; and

WHEREAS, the Town of Riverhead wishes to utilize the qualifications, experience and resources of Family Service League, Inc. regarding the Employment Assistance Program for all Town of Riverhead employees and their families.

NOW, THEREFORE, BE IT RESOLVED, that the Supervisor is hereby authorized to execute an agreement with Family Service League, Inc. in substantially the same form as annexed hereto and subject to review and recommendation by the Office of the Town Attorney; and be it further

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

THE VOTE

Hubbard Yes No Giglio ABSENT
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

CONSULTANT/PROFESSIONAL SERVICES AGREEMENT

This Agreement made the 1st day of January, 2016, between the TOWN OF RIVERHEAD, a municipal corporation organized and existing under the laws of New York, with its office located at 200 Howell Avenue, Riverhead, New York 11901 (hereinafter referred to as the "Town") and FAMILY SERVICE LEAGUE, with a principal place of business at 790 Park Avenue, Huntington, NY 11743 (hereinafter referred to as "Consultant").

In consideration of the mutual promises herein contained, Town of Riverhead and Consultant agree as follows:

1. SCOPE OF SERVICES

During the term of this Agreement, Consultant shall furnish the services set forth in "Schedule A" attached hereto and made a part hereof. These services are to be rendered by Consultant as an independent contractor and not as an employee of Town. In the event there is a conflict between the terms of this Agreement and the attached "Schedule A", the terms of the Agreement shall control.

2. TERM OF AGREEMENT

The Agreement shall commence on January 1, 2016, and terminate on December 31, 2016.

3. PAYMENT

For these services, Town shall pay Consultant a fixed fee of five-thousand dollars (\$5,000.00) which shall be paid in two equal installments of two thousand, five hundred dollars (\$2,500.00). The first installment of \$2,500.00 shall be paid within 60 days of contract execution. The second installment of \$2,500.00 shall be paid by December 1, 2016, as set forth in "Schedule A". The Town shall not have any liability for any other expenses or costs incurred by Consultant except for expenses expressly provided for in the attached schedule. Consultant shall not incur any expenses in Town's behalf except for those items expressly provided for in the attached schedule. Invoices for services and reimbursable expenses shall contain the following statement signed by Consultant, or if this Agreement is with a firm, an officer or authorized representative of the firm: "I hereby certify, to the best of my knowledge and belief, that this invoice is correct, and that all items invoiced are based upon actual costs incurred or services rendered consistent with the terms of the professional services agreement." Each invoice for reimbursable expenses shall be supported by: (a) an itemized description of expenses claimed; (b) pertinent information relative to the expenses; and (c) attached receipts. Invoices shall reference this Agreement or otherwise be identified in such a manner as Town may reasonably require.

4. RIGHTS TO DOCUMENTS OR DATA

All information and data, regardless of form, generated in the performance of, or delivered under this Agreement, as well as any information provided to Consultant by Town, shall be and remain the sole property of Town. Consultant shall keep all such information and data in confidence and not disclose or use it for any purpose other than in performing this Agreement, except with Town's prior written approval. In the event that the legal right in any data and information

generated in the performance of this Agreement does not vest in Town by law, Consultant hereby agrees and assigns to Town such legal rights in all such data and information. Final payment shall not be due hereunder until after receipt by Town of such complete document and data file, or a certification that there is no such information created by the services performed under this Agreement, and receipt of all information and data which is the property of Town. These obligations shall survive the termination of this Agreement.

5. PUBLICITY

Consultant shall not, without the prior written consent of Town, in any manner advertise or publish the fact that Town has entered into this Agreement with Consultant. Consultant shall not, without the prior written consent of the Town, provide, release or make available for inspection any documents, data, written material of any kind without the prior written consent of at least three members of the Town board or by resolution of the Town Board.

6. ASSIGNMENT AND SUBCONTRACTING

Performance of any part of this Agreement may not be subcontracted nor assigned without, in each case, the prior written consent of at least three members of the Town Board or by resolution of the Town Board.

7. 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 the event this Agreement is terminated before term expiration Town shall be entitled to a pro-rated refund based upon the number of months remaining in the term in relation to the fee for services.

8. RECORDS

Consultant shall keep accurate records of the time spent in the performance of services hereunder. The Town shall, until the expiration of seven years after final payment under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers and records of Consultant involving transactions related to this Agreement.

9. CHANGES

The Town, by resolution of the Town Board or written request by at least three members of the Town Board, within the general scope of this Agreement, may, at any time by written notice to Consultant, issue additional instructions, require additional services or direct the omission of services covered by this Agreement. In such event, there will be made an equitable adjustment in price and time of performance, but any claim for such an adjustment must be made within 15 days of the receipt of such written notice. In the event that the Consultant determines that a change order is required, Consultant shall obtain written approval of the Town, by resolution or written consent of at least three members of the Town Board, and if the change shall require the payment of additional compensation, Consultant must obtain the written approval of three members of the Town Board or resolution of the Town Board for the additional compensation prior to commencement of work regarding the change order. It is agreed and understood that no

oral agreement, conversation, or understanding between the Consultant and the Town, its departments, officers, agents and employees shall effect or modify any of the terms or obligations of this Agreement or schedules annexed hereto and made a part hereof.

10. NOTICES

Any notice shall be considered as having been given: (i) to Town of Riverhead if mailed by certified mail, postage prepaid to Town of Riverhead, Attention: Daniel P. McCormick, Esq., Riverhead Town Attorney's Office, 200 Howell Avenue, Riverhead, New York, 11901; or (ii) to Consultant if mailed by certified mail, postage prepaid to Dr. Karen Martin, Family Service League, Inc., 790 Park Avenue, Huntington, NY 11743.

11. COMPLIANCE WITH LAWS

Consultant shall comply with all applicable federal, state and local laws and ordinances and regulations in the performance of its services under this Agreement. Consultant will notify Town immediately if Consultant's work for Town becomes the subject of a government audit or investigation. Consultant will promptly notify Town if Consultant is indicted, suspended or debarred. Consultant represents that Consultant has not been convicted of fraud or any other felony arising out of a contract with any local, state or federal agency. In carrying out the work required hereunder, Consultant agrees not to make any communication to or appearance before any person in the executive or legislative branches of the local, state or federal government for the purpose of influencing or attempting to influence any such persons in connection with the award, extension, continuation, renewal, amendment or modification of any contract or agreement. Consultant may perform professional or technical services that are rendered directly in the preparation, submission or negotiation activities preceding award of a Town agreement/contract or to meet requirements imposed by law as a condition for receiving the award but only to the extent specifically detailed in the statement of work. Professional and technical services are limited to advice and analysis directly applying Consultant's professional and technical discipline.

12. INSURANCE, INDEMNITY AND LIABILITY

Consultant shall carry Comprehensive General Liability Insurance and, if applicable, worker's compensation insurance. Consultant hereby indemnifies and holds the Town, its departments, officers, agents and employees, harmless against any and all claims, actions or demands against Town, its departments, officers, agents and employees and against any and all damages, liabilities or expenses, including counsel fees, arising out of the acts or omissions of Consultant under this Agreement.

13. CONFLICT OF INTEREST

Consultant hereby represents and covenants that neither it nor any of its employees or representatives has or shall have, directly or indirectly, any agreement or arrangement with any official, employee or representative of the Town of Riverhead which any such official, employee, representative shall receive either directly or indirectly anything of value whether monetary or otherwise as the result of or in connection with any actual or contemplated application before any department of the Town, contract with the Town for sale of any product or service. Consultant further represents and covenants that neither it nor any of its employees or

representatives has offered or shall offer any gratuity to the Town, its officers, employees, agents or representatives with a view toward obtaining this Agreement or securing favorable treatment with respect thereto. Consultant further represents that it will not engage in any activity which presents a conflict of interest in light of its relationship with Town.

14. DISCLOSURE

The Town shall have the right, in its discretion, to disclose the terms and conditions of this Agreement (as it may be amended from time to time), including but not limited to amounts paid pursuant hereto, to agencies of the local, state and federal government.

15. DISPUTES

If Consultant fails to perform any of its obligations hereunder in accordance with the terms hereof, then after reasonable notice to Consultant not to exceed thirty (30) days, and an opportunity for Consultant to cure such failure (except in case of emergency), the Town may (but shall not be obligated to) cure such failure at the expense of the Consultant, and the amount incurred by the Town on demand. Notwithstanding the above, any dispute arising under this Agreement which is not settled by Agreement of the parties may be settled by appropriate legal proceedings. Pending any decision, appeal or judgment in such proceedings or the settlement of any dispute arising under this Agreement, Consultant shall proceed diligently with the performance of this Agreement in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date last written below.

By: Sean M. Walter, Town Supervisor
TOWN OF RIVERHEAD

By: Karen Boorshtein, Executive Director
FAMILY SERVICE LEAGUE

DATE:

DATE:

Schedule A

EMPLOYEE

ASSISTANCE

PROGRAM

Prepared For

**Town of Riverhead
210 Howell Avenue
Riverhead, NY 11901**

January 1, 2016 – December 31, 2016

Contact: Robyn Berger-Gaston, LCSW-R – 631-369-0104 ext. 3100

THE AGENCY/PROGRAM

The Family Service League provides professional counseling and diverse human services to individuals and families in need.

The **E**mployee **A**ssistance **P**rogram is a confidential evaluation and referral source providing professional assistance to employees whose personal problems may be affecting work performance, relationship with co-workers, health or safety. Employees who are emotionally upset, substance dependent, or distracted by matters beyond their coping skills, can disturb the business process.

A variety of problems can interfere with work performance and personal life:

- Emotional distress
- Family and Marital Crisis
- Alcohol and Drug Dependency
- Financial Problems
- Medical Concerns

Established in 1926, Family Service League, Inc. has been providing diverse human services that include treatment, case management, educational, crisis intervention and supportive services through its 51 programs at 24 locations throughout Suffolk County. As a multi-service agency, we provide quality professional therapy with a broad network that provides a continuum of care. Specialized services include substance abuse treatment and prevention, mental health services, family violence and child abuse services, and youth and family services.

CLIENT POPULATION

All enrolled employees (approximately 180) and their families of the Town of Riverhead.

PROPOSED SERVICES:

FAMILY SERVICE LEAGUE – will provide:

Client Assessment:

- One session with client
- Provide assessment and referral services for employee and family members.
- If further or specialized treatment is necessary, Family Service League will make recommendations for appropriate referrals within its programs or to an outside resource.

Training and Seminars:

- In-Service training and seminars to be offered at the request of the Town of Riverhead.
- Included as part of the existing contract (2) two seminars will be provided at the request of authorized person of the Town of Riverhead.
- Additional seminars/workshops will be negotiated for an additional fee. (Focus of presentations to be agreed upon by the Town of Riverhead and the Administrative Director of Family Service League)

Utilization Report:

- Annual utilization reports

Appropriate space at Family Service League locations:

- Reception Area
- Small office space for individual sessions
- Large office space for group sessions
- Telephone – fully functioning for incoming and outgoing calls

Substance Abuse Professional:

- Any client holding a position requiring a CDL referred by the Town of Riverhead due to substance and/or alcohol abuse/misuse will be provided with a list of referrals to a Substance Abuse Professional (SAP) for clearance.

Informational/Educational Materials include:

- Brochure, fliers and posters re: EAP Program and FSL

At this time, Family Service League accepts Empire NYSHIP Insurance. Should this change, Family Service League will immediately notify the Town of Riverhead.

THE TOWN OF RIVERHEAD – will provide:

Referrals to the EAP program:

- A listing of Family Service League / Family Counseling Services and locations in their employee handbook

REFERRAL PROCEDURES:

Employees may decide to come to the EAP on their own, or a friend or colleague may suggest the EAP program as a resource. Supervisors are strongly encouraged to recommend the services to individuals with personal problems which interfere with job performance.

Town Referral

Designated staff of the Town of Riverhead may refer a staff member by:

- Requesting services at Family Service League Riverhead Family Center 208 Roanoke Avenue, Riverhead; by phone 369-0104 or by fax 369-5433

Self Referral

EAP Members may:

- Call Family Service League at 369-0104 requesting Riverhead EAP services. EAP members seeking information about the EAP program may speak with Robyn Berger-Gaston, LCSW-R (direct line 631 591-7580) and identify themselves as an employee of Riverhead Town.

CONFIDENTIALITY:

All contacts with Employee assistance Program are strictly confidential and information will not be disclosed without the client's written consent. EAP records do not go into any personnel or medical files. Records kept by the treatment agency come under the agency's policies and are not part of the EAP.

Please Note: Participation in this program is voluntary. The client must confirm their willingness to attend

FEES AND CO-PAY

The Town of Riverhead will enter into a (12) twelve month contract with Family Service to be paid at the beginning of the contractual period January 1, 2016. **The cost of EAP services for the year is five thousand dollars (\$5,000.00), which shall be paid in two equal installments of two thousand, five hundred dollars (\$2,500.00) each. The first installment of \$2,500.00 shall be paid within sixty (60) days of contract execution. The second installment of \$2,500.00 shall be paid by December 1, 2016.**

If an employee is referred for continuing services, either at Family Service League or other appropriate services, insurance benefits and co-pay will be applicable.

Town of Riverhead Employee Assistance Program

Suggested 2016 Seminar/Workshops

Please be aware that these are simply suggestions. We will be happy to discuss any ideas you may have to meet the needs of your employees.

Emotional Intelligence

Workplace Violence

Workplace Sexual Harassment

Effective Communication Skills

Effective Supervisory Communication Skills

Anger Management

Personal/Professional Boundaries

Balancing Work and Family Life

Relaxation & Rejuvenation During the Work Day

Alcohol & Substance Abuse Prevention

Creating a Positive Work Environment

Positive Thinking in the Workplace

TOWN OF RIVERHEAD

Resolution # 181

AUTHORIZATION TO PUBLISH ADVERTISEMENT FOR SOLICITATION OF LIFE INSURANCE COMPANIES REGARDING CONSIDERATION OF LIFE INSURANCE PRODUCTS ON BEHALF OF TOWN EMPLOYEES AT EMPLOYEES OWN COST AND EXPENSE ON A VOLUNTARY BASIS

Councilman Hubbard offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Town Clerk is authorized to publish and post a notice to life insurance companies regarding consideration of life insurance products on behalf of town employees at employees own cost and expense on a voluntary basis.

NOW THEREFORE BE IT RESOLVED, that the Town Clerk is hereby authorized to publish and post the following public notice in the March 24, 2016, issue of the News-Review; and be it further

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

THE VOTE

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

The Resolution **WAS NOT** Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD
NOTICE TO INTERESTED LIFE INSURANCE COMPANIES**

The Town of Riverhead is interested in conducting an informational seminar on behalf of its employees regarding life insurance products. The Town of Riverhead is soliciting proposals from interested life insurance companies regarding respective life insurance products for consideration by Town of Riverhead employees at employees own cost and expense on a voluntary basis. Life insurance companies that are interested in participating in a free, no-cost, no-obligation informational seminar should submit a reply in writing on or before **11:00 a.m. on Monday, April 25, 2016.**

All replies must be received by the Riverhead Town Clerk's Office, 200 Howell Avenue, Riverhead, New York, 11901, in a sealed envelope clearly marked **Interested Life Insurance Company.** Replies must include the following information: 1. Name of the life insurance company; 2. Address; 3. Contact party; 4. Telephone number; 5. Electronic mail address; 6. Summary of life insurance products offered by the company.

Replies must be received by the Office of the Town Clerk by no later than **11:00 a.m. on Monday, April 25, 2016.**

The Town intends to schedule the informational seminar on behalf of its employees for a date in May that is yet to be determined. Interested life insurance companies that express an interest in participating in an informational seminar by timely written reply shall be notified of the proposed informational seminar date after April 25th. Please take notice that the Town Board reserves the right to reject any reply it deems unfavorable, for any reason, including an untimely submission.

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

TOWN OF RIVERHEAD

Resolution # 182

**ACCEPTS DRAINAGE BOND OF
BROWNING HOTEL PROPERTIES LLC**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, by Town Board Resolution # 704, adopted on October 6, 2015, the Town Board accepted Travelers Casualty and Surety Company of America Foundation Permit Bond #1066292745; and

WHEREAS, Browning Hotel Properties, LLC petitioned for a drainage permit to construct drainage as depicted upon the approved site plan and submitted Western Surety Company License and Permit Bond #71755451 in the amount of \$100,000.00.

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead, be and hereby accepts Western Surety Company License and Permit Bond #71755451 in the amount of \$100,000.00, having an expiration date of February 18, 2017; and be it further

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to Browning Hotel Properties LLC, 2012 Old Country Road, Riverhead, New York 11901 Attention: Lee Browning; and be it further

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

THE VOTE

Hubbard Yes No Giglio ABSENT
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

Effective Date: February 18, 2016

Western Surety Company

LICENSE AND PERMIT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

Bond No. 71755451

That we, Riverhead Hotel Management Corp.

of Riverhead, State of New York, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do surety business in the State New York, as Surety, are held and firmly bound unto the

Town of Riverhead, State of New York, as Obligee, in the penal

sum of One Hundred Thousand and 00/100 DOLLARS (\$100,000.00), lawful money of the United States, to be paid to the Obligee, for which payment well and truly to be made, we bind ourselves and our legal representatives, firmly by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the Principal has been licensed Drainage - 2012 Old Country Road, Riverhead, NY 11901

(SCTM# 0600-118-2-3.1) by the Obligee.

NOW THEREFORE, if the Principal shall faithfully perform the duties and in all things comply with the laws and ordinances, including all amendments thereto, pertaining to the license or permit applied for, then this obligation to be void, otherwise to remain in full force and effect until February 18th, 2017, unless renewed by Continuation Certificate.

This bond may be terminated at any time by the Surety upon sending notice in writing, by First Class U.S. Mail, to the Obligee and to the Principal at the address last known to the Surety, and at the expiration of five (35) days from the mailing of said notice, this bond shall ipso facto terminate and the Surety shall thereupon be relieved from any liability for any acts or omissions of the Principal subsequent to said date. Regardless of the number of years this bond shall continue in force, the number of claims made against this bond, and the number of premiums which shall be payable or paid, the Surety's limit of liability shall not be cumulative from year to year or period to period, and in no event shall the Surety's total liability for all claims exceed the amount set forth above. Any revision of the bond amount shall not be cumulative.

Dated this 18th day of February, 2016.

RIVERHEAD HOTEL MANAGEMENT CORP.
Principal


Principal

WESTERN SURETY COMPANY

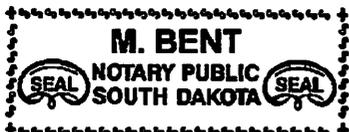
By Paul T. Bruffat
Paul T. Bruffat, Vice President

ACKNOWLEDGMENT OF SURETY
(Corporate Officer)

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 18th day of February, 2016, before me, the undersigned officer, personally appeared Paul T. Bruflat, who acknowledged himself to be the aforesaid officer of WESTERN SURETY COMPANY, a corporation, and that he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



M. Bent

Notary Public — South Dakota

My Commission Expires March 2, 2020

ACKNOWLEDGMENT OF PRINCIPAL
(Individual or Partners)

STATE OF _____ }
COUNTY OF _____ } ss

On this _____ day of _____, _____, before me personally appeared _____, known to me to be the individual _____ described in and who executed the foregoing instrument and acknowledged to me that _____ he _____ executed the same.

My commission expires _____

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL
(Corporate Officer)

STATE OF New York }
COUNTY OF Suffolk } ss

On this 19 day of February, 2016, before me personally appeared Lee D Browning Jr, who acknowledged himself/herself to be the manager President of Givenhead Hotel Management Corp., a corporation, and that he/she as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself/herself as such officer.

My commission expires _____

ALLEN M. SMITH
Notary Public, State of New York
No. 52-3714225
Qualified in Suffolk County
Commission Expires Jan. 31, 2017

Allen M. Smith

Notary Public



License or Permit No. _____

LICENSE AND PERMIT
BOND
As

of _____

State of _____

Name of Applicant _____

Address _____

Filed _____

Approved this _____

day of _____

TOWN OF RIVERHEAD

Resolution # 183

**EXTENDS BID FOR ANNUAL HEATING, VENTILATING AND AIR CONDITIONING
MAINTENANCE CONTRACT**

Councilman Wooten offered the following resolution,

which was seconded by Supervisor Walter

WHEREAS, the Town Board of the Town of Riverhead, by Resolution No. 288 adopted April 21, 2015, entitled, "Awards Bid for Annual Heating, Ventilating and Air Conditioning Maintenance Contract"; and

WHEREAS, the bid was awarded to Airmark Air Conditioning Corporation; and

WHEREAS, the Engineering Department is recommending that the bid and bid specifications for the Annual Heating, Ventilating and Air Conditioning Maintenance Contract be extended for one (1) additional year as outlined in the existing contract; and

WHEREAS, Airmark Air Conditioning Corporation has forwarded correspondence expressing their desire to extend the existing contract for one (1) year in accordance with the existing bid specifications and bid award at the current contract price from February 29, 2016 through to February 28, 2017.

NOW, THEREFORE, BE IT RESOLVED, that the Riverhead Town Board be and does hereby authorize the one year bid extension of the Annual HVAC contract for Airmark Air Conditioning Corporation; and

BE IT FURTHER RESOLVED, that the Riverhead Town Board be and does hereby authorize the Town Supervisor to execute any documents or agreements, to the extent required, with Airmark Air Conditioning Corporation to effectuate the terms of the bid award and specifications; and

BE IT FURTHER RESOLVED, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to Airmark Air Conditioning Corporation, 1566 Rocky Point Road, Middle Island, NY 11953, the Engineering Department, the Purchasing Department and the Office of Accounting; and

BE IT FURTHER RESOLVED, that the Purchasing Department be and is hereby authorized to issue a purchase order in the contract amount; and

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

THE VOTE

Hubbard Yes No Giglio ABSENT
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

Leisa Sollazzo

From: Air Mark <airmarkac@optonline.net>
Sent: Wednesday, February 03, 2016 8:52 AM
To: Leisa Sollazzo
Subject: Contract

I you wish to extend the contract for an additional 12 months we would be pleased to hold the contract price and labor rate at the existing levels.

Frederick T. Rurup

Frederick T. Rurup
President
Air Mark Air Conditioning Corporation
1566 Rocky Point Road
Middle Island, NY 11953-1239
Service 631-654-9000
Fax 631-924-6848
Cell 516-459-0230

TOWN OF RIVERHEAD

Resolution # 184

**AUTHORIZES THE RETENTION OF MICHAEL HABERMAN ASSOCIATES, INC. AS
AN EXPERT IN THE MATTER OF SOUND SHORE GUILD ASSN., INC.
V. RIVERHEAD TOWN ASSESSORS**

Supervisor Walter offered the following resolution,

which was seconded by Councilman Hubbard

WHEREAS, Sound Shore Guild Assn., Inc. has commenced tax certiorari proceedings against the Town of Riverhead challenging valuation regarding certain real property known as 2730 N. Wading River, Wading River, New York; also known as SCTM # 0600-26-3-72; and

WHEREAS, the Town Board, on advice of Scott DeSimone, Esq., special counsel, has determined that it would be appropriate to engage the services of an expert to perform a trial appraisal report in connection with the these matters.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby authorizes the retention of Michael Haberman Associates, Inc., to prepare a trial appraisal report as provided for in the attached letter agreement dated January 20, 2016 to Scott DeSimone, Esq. in connection with the referenced tax certiorari proceedings; and be it further

RESOLVED, that the Town Board hereby authorizes the Law Firm of Scott DeSimone, P.C. to sign an agreement in substantially the same form as the January 20, 2016 agreement with Michael Haberman Associates, Inc. by and the Town Clerk is hereby directed to forward a copy of this resolution to the Law Firm of Scott DeSimone, P.C., LLP, 41780 Route 25, P.O. Box 233, Peconic, New York 11958-0233 and Michael Haberman Associates, Inc., 125 Front Street, Mineola, New York 11501; 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

Hubbard Yes No Giglio ABSENT
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted



**MICHAEL
HABERMAN**
ASSOCIATES, INC.
Real Estate Appraisers & Consultants

MAIN OFFICE
125 Front Street
Mineola, NY 11501
Tel (516) 739-8080 • Fax (516) 739-1810

NYC OFFICE
6 East 46th Street • 4th Floor
New York, NY 10017
(212) 732-4260

January 20, 2016

Scott DeSimone P. C.
PO Box 233
41780 Route 25
Peconic, NY 11958
Attn: Scott DeSimone, Esq.
Special Counsel

E-MAIL ONLY

Re: Proposal To Appraise Real Property:
Sound Shore Guild v. Town of Riverhead

Dear Mr. DeSimone:

We are prepared to appraise the real property which is legally identified as:

District: 600 Section: 26 Block: 3 Lot: 7

This appraisal for years 2009/10 – 2015/16 will be submitted in conformity with normal guidelines for assessment review. We contemplate a four week turnaround after our inspection of the property for submission of a restricted report (preliminary).

Our fee is \$4,500 for a preliminary appraisal and, if required, an additional \$4,000 for a trial appraisal. Court, if required, is billed additionally at ~~\$2,000 per appearance.~~ Conferences are billed additionally at \$250/hour.

#250/hr.

MH

If you find this proposal satisfactory, please have an executed copy returned to us and we will proceed. Thank you for the opportunity to be of service.

Very truly yours,

Michael Haberman

Agreed to by:

Signature

Date

Print Name

E-mail Only – taxcertesq@optimum.net

TOWN OF RIVERHEAD

Resolution # 185

**ACCEPTS PERFORMANCE SECURITY OF
EAST ISLAND SITE DEVELOPMENT CO., INC.
(DRAINLAYER FOR RIVERHEAD SEWER DISTRICT)**

Councilman Hubbard offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, pursuant to Section 88-3 of the Riverhead Town Code, East Island Site Development Co., Inc., had submitted a request to become an authorized drainlayer with the Town of Riverhead Sewer District; and

WHEREAS, by Resolution #781, dated August 31, 2004, the Riverhead Town Board approved East Island Site Development Co., Inc. as an authorized drainlayer with the Riverhead Sewer District and accepted performance security in the form of a letter of credit; and

WHEREAS, said letter of credit has expired and East Island Site Development Co., Inc. has submitted a Certificate of Deposit representing performance security.

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby accepts Suffolk County National Bank Certificate of Deposit No. CD-004090002300 in the amount of \$5,000.00, having an expiration date of March 1, 2017; and be it further

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to East Island Site Development Co., Inc., 54 Miller Place Yaphank Road, Middle Island, New York, 11953 and Suffolk County National Bank, 6 West Second Street, P.O. Box 9000, Riverhead, New York, 11901, Attn: Angie Reese, V.P., Branch Manager; and be it further

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

THE VOTE

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

TOWN OF RIVERHEAD

Resolution # 186

**AUTHORIZES THE SUPERVISOR TO EXECUTE AN AGREEMENT
WITH ABL COMPUTING, INC.**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Town of Riverhead retained ABL Computing, Inc. (“ABL”) to perform a “Risk and Security Assessment” of the Town’s s IT environment (the “Cyber Risk Assessment”); and

WHEREAS, ABL reported its findings to the Town Board on February 4, 2016; and

WHEREAS, ABL has submitted a proposal for professional services designed to address secure vulnerabilities, and in particular, the first part being updates and additions to the Town’s IT policy based upon that assessment; and

WHEREAS, ABL has estimated that this first task will take approximately six (6) months or about 70 hours of labor; and

WHEREAS, while the cost estimate would typically be \$14,000, ABL has proposed to undertake for the sum of \$10,500.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board hereby authorizes the Supervisor to execute a Professional Services Agreement with ABL for a sum not to exceed \$10,500 in a form approved by the Town Attorney in order regarding update and make additions to the Town’s IT policy and procedure; 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

Hubbard Yes No Giglio ABSENT
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 187

AUTHORIZES THE SUPERVISOR TO ISSUE A LETTER TO THE SUFFOLK COUNTY DEPARTMENT OF HEALTH SERVICES ALLOWING THE USE OF PINE BARRENS CREDITS ORIGINATED FROM PROPERTY LOCATED IN RIVERHEAD (MVC PROPERTIES, LLC)

Councilman Wooten offered the following resolution,

which was seconded by Supervisor Walter

WHEREAS, Pine Barrens credits issued by the Central Pine Barrens Joint Planning and Policy Commission from properties within the Towns of Brookhaven, Riverhead and Southampton may be used interchangeably within the Towns provided that both Towns authorize said use; and

WHEREAS, MVC Properties, LLC wishes to increase the available sanitary density for premises in the Town of Brookhaven by using 5.83 credits under Pine Barrens Certificate #600-123 which certificate is derived from prior Certificates originating from property located in the Town of Riverhead (Suffolk County Tax Map #0600-075.00-03.00-010.003); and

WHEREAS, the Town of Brookhaven has authorized said transfer.

NOW THEREFORE BE IT RESOLVED, that the Town Board hereby authorizes the Supervisor to issue a letter in substantially the same form as attached to the Suffolk County Department of Health Services approving the use of said Riverhead Pine Barrens credit(s) on premises located at north side of Middle Country Road, between N. Howell Road and Hammond Road, Centereach, Town of Brookhaven, New York, further described as Suffolk County Tax Map No. 0200-488.00-01.00-007.000, 0200-488.00-01.00-010.001, 0200-488.00-01.00-013.002, 0200-488.00-01.00-013.003, 0200-488.00-01,00-013.004, 0200-488.00-01.00-014.000, 0200-488.00-01.00-015.000, 0200-488.00-01.00-016.000 and 0200-488.00-.01.00-017.000; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward copies of this resolution to Keith H. Archer, Esq., Harras Bloom & Archer LLP, 445 Broadhollow Road, Suite 127, Melville, NY 11747; the Planning Department and the Office of the Town Attorney.

THE VOTE

Hubbard Yes No Giglio ABSENT
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 188

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

Supervisor Walter offered the following resolution,

which was seconded by Councilman Hubbard

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

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Town Board Supervisor hereby authorizes the Supervisor to execute the attached agreement authorizing the Town of Riverhead to accept funds from Suffolk County Office for the Aging for the purpose of supplementing the budget of the Town's Nutrition Program for the elderly in an amount not to exceed \$258,113.00 for 2016/2017; 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

Hubbard Yes No Giglio ABSENT
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 the H. Lee Dennison Building – 3rd Floor, 100 Veterans Memorial Highway, Hauppauge, New York (Mailing address: P.O. Box 6100, Hauppauge, New York 11788-0099); and

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

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

Term of the Contract: Shall be from January 1, 2016 through December 31, 2016, with an option to extend, to be exercised at the County’s discretion, through June 30, 2017 on the same terms and conditions herein.

Total Meals: **Daily Congregate Meals:**
67 – Not to Exceed 16,683 annually
Not to Exceed \$79,912 Annually

Daily Home-Delivered Meals:
101 – Not to exceed 26,361 annually
Not to Exceed \$178,201 Annually

Total Cost of the Contract: Shall not exceed \$258,113.00, as set forth in Articles V and VI, attached.

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

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

Town of Riverhead

County of Suffolk

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

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

**Approved:
Department**

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

Recommended:

By: _____
Michelle Belsky Date
Food Service Supervisor

_____, hereby certifies under penalties of perjury that I am an officer of _____, that I have read and I am familiar with §A5-8 of Article V of the Suffolk County Code, and that _____ meets all requirements to qualify for exemption thereunder.

Signature Date _____

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

By: _____
Niranjan G. Sagapuram
Assistant County Attorney
Date _____



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Article VI **42**

Budget

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

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

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

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

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

1. Conflicting Provisions

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

2. General Description of Services

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

3. Adherence to Regulations

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

Line Item/–Nutrition Program for the Elderly

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

4. Caterer’s Contract

The Contractor shall provide a copy of the current caterer’s contract if applicable. If the Contractor enters into subcontracts for the performance of work pursuant to this contract, the Contractor shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of Suffolk County Office for the Aging under this contract or the Area Agency Plan as approved by New York State Office for the Aging. It shall be the responsibility of the Contractor to monitor and assess the activities performed under such subcontracts, and to ensure that these activities are provided in accordance with all applicable requirements contained in this contract and federal and state law.

5. Applicable to All Programs

- a. In general, but without limitation, the Contractor shall be required to meet the criteria listed below:
 - i. There is no means test for services funded under this program. The term “means test” is defined as an eligibility determination for a program or services based upon an individual’s or family’s income and or assets.
 - ii. Each meal must provide a minimum of one-third of the Dietary Recommended Intakes (“DRI”) for the sixty (60)-plus age group as established by the Food and Nutrition Board of the National Academy of Sciences, National Research Council with menus developed under the supervision of, and approved by, the Department on a (6) six-week cycle. Special low salt and basic diabetic diets must be provided to those clients requiring such upon physician’s order. The meal pattern and the amounts must follow those set forth by the New York State Office for the Aging. All aspects of food preparation and service must meet the standards of the Suffolk County Department of Health Services, e.g., safe temperature of food – hot entrée always served at a minimum of 140°F, salad and other cold items served at 41°F or below. There shall be no more than two (2) hours between the time of completion of cooking and the beginning of serving for foods which need to be held at temperatures above 140 degrees F. For home-delivered meals, this applies to the last meal served on the route.
 - iii. The Contractor’s preparation site where the food is prepared, processed, and/or packaged must meet Suffolk County Department of Health Services and/or State Department of

Health regulations. Consistent with these regulations, all food handlers who prepare or work with food must have a Food Manager's Certificate. Periodic physical examinations may be required. Further, the Contractor shall assure that such employees observe good habits of personal hygiene. The Contractor must provide the Department with a copy of the most recent Suffolk County Department of Health Services Food Establishment Inspection Report, and any subsequent reports issued during the term of the Contract. The Contractor must provide evidence that any violations cited on said report have been corrected and that the preparation site remains in compliance with Suffolk County Department of Health Services and/or State Department of Health regulations.

- iv. The nutrition site shall be open as stated on the Summary Sheet, which is attached and made part of this Contract; fully staffed, during regular business hours based on local need and available funding. Holiday schedules are to be posted one month in advance at the nutrition site. The Contractor shall submit copies of all holiday schedules and staff vacations to the Department.
- v. The Contractor shall cooperate with and accept direction from the Department's staff.
- vi. All nutrition programs which cook on site must hold a complete sample of each day's meal(s), including all components except milk and bread, in the refrigerator for five (5) days for testing purposes. All nutrition programs which serve catered meals must hold a complete sample of each day's meal(s), including all components except milk and bread, if possible, or hold three (3) tablespoons of each meal component, in the refrigerator for five (5) days for testing purposes.
- vii. All congregate sites will develop and maintain emergency plans for weather and evacuation. A copy of the plan will be submitted to the Department at least annually and in the event of modifications to the plans.
- viii. The County will not reimburse for meals ordered by the Contractor from a caterer who is directly paid by the County in instances where those meals are not served or verified as eligible. The cost of those unserved meals will be deducted from the Contractor's voucher for the month in which they were ordered but not served or verified.

b. Specifications for Congregate Meal Programs

- i. Persons sixty (60) years of age or older or who are the spouse of an eligible individual regardless of age are eligible to participate in the congregate program. Congregate meals may be available to handicapped or disabled persons under sixty (60) years of age who reside with eligible congregate participants. The standardized National Aging Program Information System (NAPIS) Client Registration Form (see also Policy & Procedure Manual) or New York State (NYS) Short form must be completed for all participants annually, or more frequently if the client's circumstances change.
- ii. The Contractor must provide participant transportation as needed and supportive services as appropriate to the needs and abilities of each participant. Supportive services include nutrition education, information and referral, outreach, public information, recreation, shopping assistance, socialization and volunteer activities. Nutrition education and training must include speakers and/or presentations. Flyers and hand-outs by themselves are not considered nutrition education.

Line Item/–Nutrition Program for the Elderly

- iii. When viewed as a whole, transportation services must be accessible to people with disabilities as required by the Americans with Disabilities Act of 1990 (P.L. 101-336) and the regulations thereunder (49 CFR part 37).
- iv. The Contractor must abide by standards set forth under both Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 (P.L. 101-336) and the regulations thereunder (28 CFR Parts 35 and 36) which require that all programs and facilities (buildings, restrooms, etc.) must be accessible to the handicapped.
- v. The site manager shall work closely with the Department's staff and other local agency staff to provide a full array of supportive services for participants.

c. Specifications for Home-Delivered Meal Programs

- i. Eligibility must be determined prior to the delivery of service by using the standardized Comprehensive Assessment Tool (COMPASS – Form) (see also Policy & Procedures Manual – Appendices). Each client receiving home-delivered meals must meet the eligibility criteria. A care plan shall be developed within six (6) working days of the completion of the assessment.
 - Applicant must be physically and/or mentally unable to prepare or provide for his/her own nutritional needs, and be unable to attend a congregate nutrition site, and have no alternatives through which his/her nutritional needs can be met without hospitalization or institutionalization.
 - Applicant must be sixty (60) or over, or a resident spouse of a participant who is eligible and is receiving home-delivered meals.
 - Applicant must reside in the County of Suffolk and within established or proposed delivery area served by the Nutrition Site.
 - Applicant must live alone or with a spouse or resident who is unable to provide nutritionally adequate meals for the applicant.
 - Applicant must have no family, or other persons, in the immediate area who are capable and willing to provide nutritionally adequate meals for the applicant.
 - Applicant must be able to accept responsibility for consumption of home-delivered meals according to the instructions established by the Home Delivered Meal Program.

Each client receiving home-delivered meals must be reassessed at appropriate intervals based on each client's situation, but in no instance less frequently than at least once in each (12) twelve-month period. The Contractor will also make a (6) six-month contact in the form of a home visit or a telephone call.

- ii. Once eligibility has been determined an assessment for the client MUST be completed prior to meal(s) served. In emergency situations, a meal may be served prior to the completed assessment with approval from SCOFA. In this instance, an assessment must be completed within five (5) days. Failure to comply with this policy could result in a loss of reimbursement for meals served prior to an assessment being completed.

Line Item/Nutrition Program for the Elderly

- iii. The packaging of meals must meet the standards of the Suffolk County Department of Health Services. Aluminum foil partitioned containers are recommended. In order to maintain safe food temperatures in delivery, equipment approved by the National Sanitation Foundation must be purchased. Menus, whenever possible and feasible, should be sent to the clients.
- iv. The Contractor must provide supportive services to the homebound client according to his or her specific needs. The frequency of the supportive services will be determined by the individual assessment. Nutritional counseling and education must be included in this service.
- v. The Contractor shall provide a meal for those holidays and/or weather emergencies that fall on a weekday. The holiday/emergency meals may be frozen or canned and must be delivered the last business day before the holiday or weather emergency. In addition, an emergency supply of shelf-stable food should be made available twice a year for weather related emergencies. A list of suggested food items is available from the Department (see Policy & Procedure Manuals).

6. Administration

- a. Overall administration of this program will be the responsibility of the Contractor. The Contractor or its designee will insure proper implementation and direction of the service, act as liaison between the Department and the actual service, and insure accuracy and timeliness of submission of all reporting forms and expenditures.
- b. Program Staff shall attend meetings and training as requested by the Department.
- c. Attendance by site managers at site managers' meetings and training sessions is mandatory. Transportation to these meetings must be accomplished without decreasing transportation services to the program.

7. Contractor's Staff

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

8. Coordination

The Contractor must coordinate the delivery of services with other providers and organizations to provide the most suitable outcomes and minimize possible duplication of effort. In order to accomplish this, the Contractor will undertake activities such as, but not limited to, participation in inter-agency

meetings, coordination of referrals and follow-ups with other local service providers, entering into agreements with other organizations for joint efforts and/or funding, centralized assessment and maintaining up-to-date resource materials both within and outside the Contractor's organization.

9. Targeting and Outreach

- a. The Contractor, to the extent it has discretion regarding to whom it will provide services, must give preference to providing services to those unserved and underserved older adults in greatest social or economic need particularly those older adults who are: low income, low income minorities, individuals with limited English proficiency, rural residents, Native Americans, institutionalized or those at risk for institutionalization, individuals with Alzheimer's and related disorders, individuals with disabilities, caregivers of individuals with Alzheimer's related disorders and individuals with disabilities, minorities, frail, vulnerable, LGBT and homebound, in accordance with their need for such services and to meet the specific objectives established by the Department within the PSA, (OAA §305 (a)(2)(E)). The term "greatest economic need" is defined as the need resulting from an income at or below the poverty levels as established annually by the U.S. Office of Management and Budget. The term "greatest social need" refers to the need caused by non-economic factors which include physical and mental disabilities, language barriers and cultural, social or geographical isolation including isolation caused by racial or ethnic status that restricts an individual's ability to perform normal daily tasks or threatens the capacity of the individual to live independently (OAA §102 (23 and 24)).
- b. The Contractor agrees to concentrate the services on older adults in the targeted populations identified by the Department following the methods the Department has established for complying with the targeting requirements under the OAA and the Equal Access and Targeting Policy issued by the New York State Office for the Aging. Consistent with the OAA and NYS applicable regulations, including the following laws: the Older Americans Act (OAA), Title III of the Code of Federal Regulations, 45 CFR 1321; the NYS Elder Law and relevant NYS regulations (Title 9, Subtitle Y of the New York State Code of Rules and Regulations); the Contractor's targeting goal is to substantially increase the numbers of older adults from targeted population groups (minority, low-income, frail, vulnerable).
- c. The following target groups have been identified as having the greatest economic and social needs: minority, low income, frail and vulnerable.
 - i. **Minority** - persons of Black, Hispanic, Asian, Native American (American Indian), Alaska Native, Native Hawaiian or Other Pacific Islander origins. Persons whose origins are of Two (2) or More Races or who are identified as being in a racial category different from those above (other than white) may be included (see the Other Race or Two (2) or More Races categories, defined below).
 - a) Black - refers to a person who has origins in any of the Black racial groups of Africa. This includes, for example, persons who self-report as Black, African American, Kenyan, Nigerian, Haitian or other applicable identification.
 - b) Hispanic (or Latino) - refers to a person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin regardless of race. Hispanic origin can be viewed as the heritage, nationality group, lineage, or country of birth of the person or the person's parents or ancestors before their

arrival in the United States. People who identify their origin as Hispanic, Latino, or Spanish may be any race.

- c) Asian - refers to a person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent, including, but not limited to, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.
 - d) American Indian or Alaska Native - refers to a person having origins in any of the original peoples of North and South America (including Central America) and who maintains tribal affiliation or community attachment. This category includes people who indicated their race(s) as “American Indian or Alaska Native” or reported their enrolled or principal tribe, such as Navajo, Blackfeet, Inupiat, Yup’ik, and/or Central American or South American Indian groups.
 - e) Native Hawaiian or Other Pacific Islander - refers to a person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
 - f) Other Race or Two (2) or More Races - this category includes persons who self-identify as multiracial, mixed, interracial, or a racial category other than white, not included in the descriptions above.
- ii. **Low – Income** - Persons with incomes at or below 100% (150% for WIN) of the poverty level.
- iii. **Frail** – Persons with one or more functional deficits in the following areas:
- a. Physical functions;
 - b. Mental functions;
 - c. Activities of daily living (eating, bed/chair transfer, dressing, bathing, toiletry and continence); and/or,
 - d. Instrumental activities of daily living (meal preparation, housekeeping, shopping, medications, telephone, travel, and money management).
- Disabled** – Any person who has a physical or mental impairment which substantially limits one or more major life activities, has a record of such impairment, or is regarded as having such impairment. This includes alcoholism and drug addiction.
- iv. **Vulnerable** – Persons with a deficit of social resources, those who are isolated socially, linguistically or geographically, and/or those affected by other environmental conditions including the following:
- i. Language barriers; Limited English Proficiency - Individuals who do not speak English as their primary language and who have a limited ability to read, write, speak, or understand English may be limited English proficient, and may be eligible to receive language assistance with respect to a particular type of service, benefit, or encounter.
 - b) Rural residence;
 - c) Persons with disabilities;
 - d) Institutionalized or at risk of institutionalization;

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- e) Lesbian, gay, bisexual, transgender (LGBT) older adults;
 - f) Low literacy;
 - g) Older adult caregivers of children with developmental disabilities, mental illness, or other disabilities requiring a caretaker (e.g., traumatic brain injury);
 - h) Homebound; and,
 - i) Alzheimer’s or other Dementia.
- d. In order to comply with Targeting requirements, the Contractor must employ Outreach Strategies which may include, but are not limited to, locating target populations using Census or other resource data, translated printed materials, location of services in catchment areas for targeted populations, publicity to community-based groups, and minority staff/volunteers.

10. Equal Access

- a. The Contractor shall comply with requirements for equal access including language accessibility, nondiscrimination and concentration of services on target populations.
- b. The Contractor shall provide maximum accessibility to those older adults in greatest economic or social need, and new sites shall be free from architectural barriers that limit participation of disabled older individuals (NYS regulations, Title 9, Subtitle Y, §6652.2 (1)). Accessibility requirements include provision of services and assistive devices (including assistive technology services and devices) designed to meet the unique needs of older individuals who are disabled, and of older individuals who provide uncompensated care to their adult children with disabilities. Providers must ensure that communications with individuals with disabilities are as effective as communications with others (ADA, 28 CFR 35.160-35.164). For example, auxiliary aids and services may include:
 - For individuals who are deaf or hard of hearing: qualified interpreters, note takers, computer-aided transcription services, written materials, telephone handset amplifiers, assistive listening systems, telephones compatible with hearing aids, closed caption decoders, open and closed captioning, telecommunications devices for deaf persons (TDDs), videotext displays, and exchange of written notes.
 - For individuals with vision impairments: qualified readers, taped texts, audio recordings, Brailled materials, large print materials, and assistance in locating items.
 - For individuals with speech impairments: TDDs, computer terminals, speech synthesizers, and communication boards.
- c. Additionally, consistent with the Civil Rights Act of 1964, Title VI, the Title VI regulations, federal Executive Order 13166, and the NYS Human Rights Law, all subcontractors are required by law to take reasonable steps to provide meaningful access to limited English proficient persons. All aging services providers are obligated to provide reasonable, timely, and appropriate language assistance to the limited English proficiency (LEP) populations each serves.

Mandated Action:

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

11. Reporting Requirements

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

i. Monthly Program Reports

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

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

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

Menu forms are due four (4) weeks prior to the serving cycle.

ii. Monthly Fiscal Reports

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

iii. Demographics

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

- Name.
- Sex.
- Age.
- Disabled/Frail.
- Vulnerable.
- Lives Alone.

- Low Income – The need resulting from an income level at or below the poverty threshold, as established by the Bureau of the Census, and updated annually as follows:

Size of Family Unit	100 % of Poverty Threshold	150% of Poverty Threshold	185% of Poverty Threshold
1	\$11,880/year	\$17,820/year	\$21,978/year
2	\$16,020/year	\$24,030/year	\$37,296/year

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

c. Electronic Reporting

- i. The Contractor shall maintain electronic records on all program participants using the most currently approved form provided by the Department and compliant with State and Federal reporting requirements. Data for all participants must be updated monthly.
- ii. In order to comply with electronic reporting requirements, the Contractor must have adequate computer equipment and software available to support the approved form.
- iii. NAPIS required registration must be completed for all congregate and home-delivered meal participants. The congregate NY Short Form or NAPIS Client Registration Form and home delivered NY Comprehensive AFM form or subsequent approved assessment tool(s) must be entered electronically in SAMS 3 or in subsequent County approved computer systems. All participant data must be entered completely by the twelfth (12th) of each month for the previous month’s data.
- iv. Home-delivered meal participants must have eligibility determined
 - 1) prior to the delivery of service using the NAPIS required NY Comprehensive AFM form or subsequent approved assessment tool, or
 - 2) in cases where there is a documented emergency; the assessment must be done within five (5) working days of service delivery. The Contractor shall contact the Department’s Nutrition Unit of any occurrence whereby the assessment is not completed under 1) or 2) above. Each participant receiving home-delivered meals must be reassessed at appropriate intervals based on each participant’s situation, but in no instance less frequently than at least once in each (12) twelve-month period. The Contractor will also make a (6) six-month contact in the form of a home visit or a telephone call. The assessment and subsequent reassessments must be entered electronically and completed by the twelfth (12th) of each month for the previous month’s data.

12. Incident Reporting

- a. The Contractor agrees to provide the Department with reports of all instances of claims, costs, damages, and injuries to persons or property of whatsoever kind arising out of services provided under this Contract. All such notifications should be given to the Department immediately after the incident,

Line Item—Nutrition Program for the Elderly

if possible, but in no case longer than five (5) days after the incident. The Contractor further agrees to send the Department copies of all “notices of claim” or any other papers relating to litigation it receives relating to the program covered under this Contract.

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

13. Confidentiality

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

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

14. Promotions and Advertising

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

Purchased with Federal Funding:

Funding provided by the
U.S. Dept. of Health and Human Services
through the New York State Office for the Aging
and the
Suffolk County Office for the Aging

Purchased with State/County Funding:

Funding provided by the
New York State Office for the Aging
through Suffolk County

- b. Any announcement of the program on radio or television must identify funding in the same manner.
- c. The provisions of this paragraph shall prevail over any conflicting provisions of Exhibit I Paragraph 27.

15. Contributions

- a. The Contractor has the obligation to inform each recipient of the service of the opportunity to make a completely voluntary and anonymous contribution toward the cost of the service. Service may not be denied if a person is unable or unwilling to make a contribution. The Contractor must maintain an audit trail of all incoming contributions and make monthly reports of any

contributions received. All contributions must be used to enhance services. All printed materials used for the program must include the sources of funding for the Program and must include the following information:

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

- b. Each recipient of service must be informed in writing of the opportunity to contribute at least annually.
- c. In the congregate setting, the Contractor must provide a locked box and envelopes for the suggested meal donations for the participants in order to protect the confidentiality of program participants' identities and the amount which they contribute. The suggested donation amount will be determined through consultation with the Suffolk County Office for the Aging and the Site Council.
 - i. All sites must post the suggested contribution for program participants.
 - ii. Price of the meal for guests must be posted.
 - iii. The above two amounts are to be posted near the locked box.
- d. For home-delivered meal participants, the Contractor must provide envelopes for the suggested meal donations of the participants in order to protect the confidentiality of the program participants' identities and the amount which they contribute.
- e. The Contractor must encourage individuals with self-declared incomes at or above 185% of the federal poverty guideline to contribute at levels based on the actual cost of services.

16. **Soliciting Participant Comments & Satisfaction Surveys**

Pursuant to the NYS Office for the Aging Regulations Section 6654.8, the Contractor shall develop and implement procedures to obtain the views of program participants about the services they receive. Copies of records of such views shall be maintained for at least five (5) program years and shall be available to the Department for inspection upon request. Such method shall respect the client's right to confidentiality. In any event, at the conclusion of the service, but not less often than annually, the Contractor shall send each recipient an evaluation letter and survey in the form approved by the Department, informing him/her of the sources of funding for the program and including the following information:

Contributions are welcomed and are used to expand this service.

17. **Monitoring**

a. **Financial Transactions**

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

shall cooperate in the Department’s periodic physical verification of cash, food, equipment, supplies and other assets of the program.

b. **Program**

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

18. Grievance Procedures

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

19. Certificate of Incorporation

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

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GENERAL FOOD SPECIFICATIONS

FOOD SPECIFICATIONS FOR CYCLE MENUS

Meat or Alternate

Meats - USDA Choice or Better

Preservatives, tenderizers, or coloring agents may not be added to any fresh meat or fresh meat product.

Vegetables and Fruits

All fresh fruits and fresh vegetables **must not contain bisulfates**.

All fresh fruits and fresh vegetables must be washed.

<u>Fresh Fruit</u>	<u>Minimum Size</u>
Oranges	113
Apples	120
Bananas	150

½ cup represents drained weight of fruits and vegetables

Frozen Vegetables - Grade A - Fancy (USDA)

Canned Vegetables - Grade A - Fancy (USDA)

Margarine - from liquid vegetable oil and fortified with Vitamin A

Bread/Alternate - whole grain or enriched

Instant Mashed Potatoes must be fortified with Vitamin C

Milk - Vitamin A & D fortified skim or low-fat milk – Three (3) days lead time from day of service

Desserts

Gelatin - fortified with Vitamin C

Milk-based puddings used for pudding mix

Canned Fruits - Grade A - Fancy (USDA)

Canned Fruit Juices - Grade A - Fancy (USDA) - fortified with Vitamin C

Frozen Fruits - Grade A - Fancy (USDA)

All foods shall be obtained from State or Federal inspected plants.

End of Text for Article I

Contractor's Response to RFQ No. 001/2011/MVK

For Nutrition Programs for the Elderly &

Targeting, Outreach and Equal Access

Copy of Caterers Agreement and

Performance Measurements Attachment

Town of Riverhead

Judy Doll
Director



Karen Westwood
Asst. Center Mgr.
MOWs Coordinator

Debbie Schwarz
Senior Center Manager

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

December 28, 2015

Ms. Joanne Kandell, Principal Accountant
Suffolk County Department for Aging
100 Veterans Memorial Highway POB 6100
Hauppauge, New York 11788

Re: Nutrition 1/1/16– 12/31/16

Dear Ms. Kandell:

The Town of Riverhead will again contract with the Suffolk County Office for Aging for the Nutrition funding January 1, 2016 through December 31, 2016. These funds are greatly appreciated, for they enable us to provide nutritionally balanced hot noontime meals to our congregate and homebound seniors Monday through Friday.

As of April 1, all congregate participants are required to re-register, filling out and updating the mandated 'blue' registration card. The Site Manager reviews all information and subsequently enters/updates each individual's data into the SAMS computer program, using NAPIS (National Aging Programs Information System).

Each time a member comes to the Center, they are required to manually sign in, enabling us to track and record daily attendance and participation in the congregate meals program into the SAMS roster. To maintain compliance with the rules and regulations set by SCOFA, the data on all new congregate participants will be recorded into the computer by the 8th of the following month, and all monthly stats and monthly reports will be completed and mailed to SCOFA by the 8th of each month as well.

Services for our Home delivered meal clients are similarly recorded and tracked. Prior to receiving meals, an initial phone intake is taken, followed by an in-home visit by the meals on wheels assessor, who will complete the NY Comprehensive AFM assessment on every homebound client. The information compiled will be recorded into SAMS within 48 hours, and the hardcopy of the PDS will be kept in a secure, locked location in individual client folders.

In an ongoing effort to reach low income, isolated seniors, minorities, and the frail and disabled, we continue to reach out to both church groups, local news media and television stations to help 'spread word' on the services we offer. Riverhead Senior Programs will ensure access for services to the four target groups which have the greatest economic and social needs. These groups are: minorities, low income, frail and vulnerable persons of the age of 60, and include those with Limited English Proficiency (LEP), lesbian, gay, bisexual, and transgender (LGBT) older adults. We have recently established a relationship with a representative from SAGE (*Services and Advocacy for GLBT Elders*) and have made available at our Center, copies of their monthly newsletters.

We continue to maintain a contract with LanguageLine Solutions, who provides the LEP senior population with no-cost translation services in multiple languages. Throughout the building, we have posted the signs provided to us by LanguageLine which read: *"Point to your language. An interpreter will be called. The interpreter is provided at no cost to you"*. This statement is written in twenty different languages and posted throughout the building. Office staff is aware of the availability of the services and have been trained in, and are provided with, the procedures and phone numbers needed to assist seniors with easy access to telephonic interpretation.

Information concerning our services, programs and events are explained in our brochures, newsletters and informational flyers, and are available at the Center, distributed to local churches, medical facilities and doctors' offices, and/or mailed upon request to residents' w/i the township. In addition, the town's Recreation Department gives us a small section to advertise in their seasonal brochures, which are mailed to every household in the town, we use local media to market our information on the radio, TV and the internet.

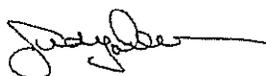
As Department Head for the Seniors Department, I am part of the town's Emergency Preparedness Team and partake in the town's emergency meetings as they are scheduled, usually from 72 hours out. The information and training learned in the early stages of a 'situation' allows the Department to prepare well in advance, and each staff member takes an active role in keeping our seniors prepared and informed. Extra food is kept on hand for emergencies, enabling us to prepare and send out additional meals to the homebound, should we not be able to reach their homes during the emergency. Working in conjunction with the Police Department, a list of special needs individuals is established should the need to evacuate arise, and until we are able to resume delivery by vehicle, we maintain daily phone contact with all homebound clients.

The cost of each meal to the seniors is a suggested voluntary donation of \$3.00 for a congregate meal and \$3.50 for a home delivered meal. All donations are made anonymously. A box labeled 'Suggested Daily Donation' is in the front lobby away from the view of the sign-in desk and other members. Envelopes are available at the clients' request. Homebound clients are asked to put their donation into the small brown envelope they receive from their driver every Thursday, and the sealed envelope is then picked up by the driver on Friday and brought into the office. The projection for donations during the 2016-2017 fiscal year is estimated at \$26,000 for congregate and \$20,000 for Home Delivered Meals.

The Riverhead Seniors Department is staffed with compassionate and caring individuals who do their best to ensure that the seniors are provided the very best of services at all times. In addition to the suggestion box which is kept in the dining room for comments and suggestions, surveys are periodically mailed to the homebound and handed out to the congregate, and we encourage them to share their thoughts and ideas with us at all times.

Should you have any questions, please do not hesitate to contact me at (631)722-4444 ext. 241, or by fax at (631)722-8761. Thank you.

Sincerely,



Judy Doll
Senior Programs Director

SUMMARY – FOR HOME-DELIVERED NUTRITION PROGRAMS 2016

PROPOSER: Town of Riverhead

GEOGRAPHIC CATCHMENT AREA:

1698, 1699, 1697-01, 1697-02

PROVIDE ONE COPY OF THIS SUMMARY SHEET FOR EACH PROGRAM CATCHMENT AREA. YOU MAY MAKE PHOTOCOPIES OF THIS FORM.

TARGET COMMUNITY: w/ Riverhead Township, a portion of Calverton and Wading River, Riverhead Town, Aguehogue, Jamesport, S. Jamesport, lot frail and elderly

HOME-DELIVERED CATERED COOK ON SITE

110 Number of meals to be served each day – Home-Delivered

5 Number of days per week for program

Circle days of program

(M) (T) (W) (TH) (F)

8 Hours of operation each day

3.50 Suggested contribution amount

Location for home delivered site:

Riverhead Senior Citizen Human Resource Center
100 Shado Tree Lane Aguehogue NY

Location of program administration if different from home delivered site:

Please state any additional information affecting service delivery:

OFFICE USE ONLY:

SUMMARY – FOR CONGREGATE NUTRITION PROGRAMS 2016

PROPOSER: Town of Riverhead

GEOGRAPHIC CATCHMENT AREA:

11698, 11699, 11697-01, 11697-02

PROVIDE ONE COPY OF THIS SUMMARY SHEET FOR EACH PROGRAM CATCHMENT AREA. YOU MAY MAKE PHOTOCOPIES OF THIS FORM.

TARGET COMMUNITY: Riverhead Town^{ship} includes a portion of Wading River, Colverton, Riverhead, Aqueduct, Jamesport and South Jamesport, targeting frail, elderly 60+

CONGREGATE CATERED COOK ON SITE

100 Number of meals to be served each day – Congregate

5 Number of days per week for program

Circle days of program (M) (T) (W) (TH) (F)

8 Hours of operation each day

3.00 Suggested contribution amount to be posted

Location for congregated site:

Riverhead Senior Citizen Human Resource Center
100 Shade Tree Lane Aqueduct, NY

Location of program administration, if different from congregated site:

NA

Please state any additional information affecting service delivery:

OFFICE USE ONLY:

Attachment

PERFORMANCE MEASUREMENTS FOR THE NUTRITION PROGRAMS

Each Nutrition Contractor will be evaluated annually using the following performance measurements.

1. Each Contractor must report total meals served monthly no later than the twelfth (12th) of the month. These numbers will be compared to the percentage of the contract term elapsed.
2. Each Contractor will be monitored annually by the S.C. Office for the Aging staff for programmatic compliance and for kitchen safety. Below are listed the areas to be monitored that will receive numerical values for compliance.
 - A. **Programmatic** (each section is worth 10 points.)
 1. Service activity / Performance
 2. Targeting
 3. Staffing
 4. Accountability / reporting
 5. Security
 6. Service practices
 - B. **Kitchen** (each section is worth 10 points)
 7. Menus
 8. Certifications/ signs
 9. Meal service
 10. Sanitation / storage

Article IA

Grievance Procedures

1. Purpose

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

2. Notifying Participants of the Right to File a Grievance

- a. The Contractor shall inform all participants in the program of the right to file a grievance. A summary of the procedures, including a statement that assistance to file shall be provided to older persons, must be prominently posted at service delivery sites or offices at which participants and service applicants apply for services. Summaries must be in a format approved by the Department and shall also be written in languages other than English where required to serve the client/applicant population. Service participants shall be informed of the grievance procedures through written and verbal statements provided to them upon assessment and/or reassessment for services.
- b. A participant or applicant who is denied Title III services by the Contractor and the Department program monitor must be given the reasons for the denial. The denial shall be confirmed in writing and the applicant informed of the right to file a grievance and to whom the grievance shall be addressed. For services which are applied for by telephone or verbally, in person, the client may be told of the right to file a grievance verbally.

3. Grievance Process

- a. Filing of grievances must follow the following process:
 - i. Participants must submit their grievances in writing to the Department’s Program Administrator.
 - ii. The grievance should be filed within thirty (30) days of denial, reduction or termination of services, or of the event or circumstances with which the participant is dissatisfied. The Department’s Program Administrator may grant an extension for good cause shown.
 - iii. The grievance should be filed on the form approved by the Department, which shall include a written statement setting forth in detail the date, time and circumstances that are the basis of the complaint.
- b. Investigation and Response to Grievance:
 - i. The designated reviewer who performs the initial review shall investigate the grievance, including, as appropriate, meeting with the grievant and other persons involved in the action(s) complained of or in the denial of services.
 - ii. The reviewer shall review all pertinent facts and/or documents, and shall determine whether the agency action was made in accordance with lawful procedures (that is, consistent with applicable OAA and or State laws, regulations and policies) and supported by the facts.
 - iii. The designated reviewer shall prepare and send a written response to the grievant and to the Department’s Director within fifteen (15) days after the grievance is filed. The response shall set forth the circumstances relating to the grievance, the action requested by the grievant, the findings of the reviewer, a proposed remedial action, if any, and reason(s) for and facts relied on in the determination.

c. Appeal of Initial Response/Decision:

- i. The grievant may initiate a request for subsequent review by the Department’s Director within twenty (20) calendar days following receipt of notification by the Program Administrator of the decision.
- ii. The Department’s Director shall request copies of the initial file on the complaint in question. The Department’s Director will review the materials to ensure that pertinent policies and procedures have been applied and followed. If appropriate, the Department’s Director or his/her designee will meet with the older person to allow the grievant an opportunity to present information about the grievance.
- iii. If the policies and procedures have been adhered to, the Department’s Director will not overturn the decision of the Program Administrator. If proper policies and procedures have not been applied, the Department reserves the right to overturn the decision. The subsequent review shall be completed within forty-five (45) days of receipt of the request by the older individual and the grievant will be notified in writing of the result of the subsequent review.

4. Record Keeping

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

5. Confidentiality

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

End of Text for Article I

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**

I. Contractor Responsibilities

a. Duties and Obligations

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

b. Qualifications, Licenses, and Professional Standards

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

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

c. Notifications

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

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

d. Documentation of Professional Standards

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

2. Termination

a. Thirty Days Termination

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

b. Event of Default; Termination on Notice

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

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

c. Termination Notice

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

d. Duties upon Termination

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

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

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

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

v.) Nothing contained in this paragraph shall be construed as a limitation on the County's rights set forth in paragraphs 1(c) (iii) and 8 of this Article III.

3. Indemnification and Defense

a. The Contractor shall protect, indemnify, and hold

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

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

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

4. Insurance

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

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

ii.) Automobile Liability insurance (if any non-owned or owned vehicles are used by the Contractor in the performance of the Contract) in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) per person, per accident, for bodily injury and not less than One Hundred Thousand Dollars (\$100,000.00) for property

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damage per occurrence. The County shall be named an additional insured.

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

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

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

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

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

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

f. All evidence of insurance shall provide for the County to be notified in writing thirty (30) days prior to any cancellation, nonrenewal, or material change in the policy to which such evidence relates. It shall be the duty of the Contractor to notify the County immediately of any cancellation, nonrenewal, or material change in any insurance policy.

g. In the event the Contractor shall fail to provide

evidence of insurance, the County may provide the insurance required in such manner as the County deems appropriate and deduct the cost thereof from a Fund Source.

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

5. Independent Contractor

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

6. Severability

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

7. Merger; No Oral Changes

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

8. Set-Off Rights

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

9. Non-Discrimination in Services

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

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

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

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

designated in the Supreme Court, Suffolk County, the United States District Court for the Eastern District of New York, or, if appropriate, a court of inferior jurisdiction in Suffolk County.

12. No Waiver

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

13. Conflicts of Interest

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

14. Cooperation on Claims

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

15. Confidentiality

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

16. Assignment and Subcontracting

a. The Contractor shall not delegate its duties under the Contract, or assign, transfer, convey, subcontract, sublet, or otherwise dispose of the Contract, or any of its right, title or interest therein, or its power to execute the Contract, or assign all or any portion of the moneys that may be due or become due hereunder, (collectively referred to in this paragraph 16 as “Assignment”), to any other

10. Nonsectarian/Non Partisan 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

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person, entity or thing without the prior written consent of the County, and any attempt to do any of the foregoing without such consent shall be void ab initio.

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

17. Changes to Contractor

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

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

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

c. The Contractor shall notify the County in writing,

which notice (the “Transfer Notice”) shall include:

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

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

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

18. No Intended Third Party Beneficiaries

The Contract is entered into solely for the benefit of the

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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.

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

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. The foregoing certification shall not apply to a contractor that is a municipal corporation or a government entity.

b. Patents

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

20. Publications

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

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

21. Copyrights and Patents

a. Copyrights

Any and all materials generated by or on behalf of the Contractor while performing the Services (including, without limitation, designs, images, video, reports, analyses, manuals, films, tests, tutorials, and any other work product of any kind) and all intellectual property rights relating thereto (“Work Product”) are and shall be the sole property of the County. The Contractor hereby assigns to the County its entire right, title and interest, if any, to all Work Product, and agrees to do all acts and execute all documents, and to use its best efforts to ensure that its employees, consultants, subcontractors, vendors and agents do all acts and execute any documents, necessary to vest ownership in the County of any and all Work Product. The Contractor may not secure copyright protection. The County reserves to itself, and the Contractor hereby gives to the County, and to any other person designated by the County, consent to produce, reproduce, publish, translate, display or otherwise use the Work Product. This paragraph shall survive any completion, expiration or termination of this Contract.

22. Arrears to County

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

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

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

The County shall be deemed to be the author of all the Work Product. The Contractor acknowledges that all Work Product shall constitute “work made for hire” under the U.S. copyright laws. To the extent that any Work Product

24. Certification Regarding Lobbying

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

27. Notice

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

25. Record Retention

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

End of Text for Article III

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

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

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

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

Article IV

Suffolk County Legislative Requirements

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

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

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of section A5-8 of Article V of the Suffolk County Code.

Unless certified by an officer of the Contractor as being exempt from the requirements of section A5-8 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 A5-8 and shall file an update of such statement with the Comptroller on or before the 31st day of January in each year of the Contract’s duration. The Contractor acknowledges that such filing is a material, contractual and statutory duty and that the failure to file such statement shall constitute a material breach of the Contract, for which the County shall be entitled, upon a determination that such breach has occurred, to damages, in addition to all other legal remedies, of fifteen percent (15%) of the amount of the Contract.

Required Form:

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

2. Living Wage Law

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

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

Required Forms:

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

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

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

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

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

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

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

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

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

Required Form:

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

4. Lawful Hiring of Employees Law

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

Line Item--Nutrition Program for the Elderly

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

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

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

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

Under the provisions of the Lawful Hiring of Employees Law, the County shall have the authority to terminate the Contract for violations of this Law and to seek other remedies available under the law.

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

Required Forms:

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

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

5. Gratuities

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

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

6. Prohibition Against Contracting with Corporations that Reincorporate Overseas

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

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

7. Child Sexual Abuse Reporting Policy

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Article II of Chapter 880 of the Suffolk County Code.

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

8. Non Responsible Bidder

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

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

9. Use of Funds in Prosecution of Civil Actions Prohibited

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

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

10. Youth Sports

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

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

11. Work Experience Participation

If the Contractor is a not-for-profit or governmental agency or institution, each of the Contractor's locations in the County at which the Services are provided shall be a work site for public-assistance clients of Suffolk County pursuant to Chapter 281 of the Suffolk County Code at all times during the Term of the Contract. If no Memorandum of

Understanding (“MOU”) with the Suffolk County Department of Labor for work experience is in effect at the beginning of the Term of the Contract, the Contractor, if it is a not-for-profit or governmental agency or institution, shall enter into such MOU as soon as possible after the execution of the Contract and failure to enter into or to perform in accordance with such MOU shall be deemed to be a failure to perform in accordance with the Contract, for which the County may withhold payment, terminate the Contract or exercise such other remedies as may be appropriate in the circumstances.

12. Safeguarding Personal Information of Minors

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

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

13. Contract Agency Performance Measures and Reporting Requirements

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

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

14. Suffolk County Local Laws Website Address

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

End of Text for Article IV

Article V
General Fiscal Terms and Conditions

1. General Payment Terms

a. Presentation of Suffolk County Payment Voucher

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

b. Voucher Documentation

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

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

c. Payment by County

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

d. Budget Modification

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

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

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

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

e. Budget and/or Services Revisions

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

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

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

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

f. Taxes

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

g. Final Voucher

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

2. Subject to Appropriation of Funds

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

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

i.) determine how to pay for the Services;

ii.) determine future payments to the Contractor; and

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

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

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

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

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

ii.) personnel rules and procedures;

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

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

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

4. Accounting Procedures

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

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

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

5. Audit of Financial Statements

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

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 moneys, whether as a recipient expending awards received directly from Federal awarding agencies, or as a

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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

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

d. **Inventory Records, Controls and Reports**

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

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

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

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

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

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

8. **Lease or Rental Agreements**

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

9. **Statement of Other Contracts**

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

10. **Miscellaneous Fiscal Terms and Conditions**

a. **Limit of County’s Obligations**

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

b. **Duplicate Payment from Other Sources**

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

c. **Funding Identification**

The Contractor shall promptly submit to the

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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

Line Item/Nutrition Program for the Elderly

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

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

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

l. **Salaries**

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

m. **Salary Increases**

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

n. **Contractor Vacancies**

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

incorporated by reference in, and be made part of, the Contract, provided, however, that subject to the availability of funding, approval for the hiring of replacement clerical shall be a Contractor determination.

o. **No Limitation On Rights**

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

p. **Comptroller's Rules and Regulations**

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

End of Text for Article V

Article VI

Budget

Town of Riverhead

RATE PAGE

Nutrition Program for the Elderly

January 1, 2016 - December 31, 2016

CONGREGATE MEALS

\$4.79

HOME-DELIVERED MEALS

\$6.76

Meals in excess of the number stated on the cover page will be used as local match for the Title IIC program

TOWN OF RIVERHEAD

Resolution # 189

APPOINTS THE LAW FIRM OF SMITH, FINKELSTEIN, LUNDBERG, ISLER AND YAKABOSKI, LLP TO ACT AS SPECIAL COUNSEL IN THE CIVIL ACTION ENTITLED SPRINT SPECTRUM REALTY COMPANY, L.C. V. RIVERHEAD WATER DISTRICT AND AUTHORIZES THE SUPERVISOR TO EXECUTE A RETAINER AGREEMENT

Councilman Hubbard offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, a law suit has been commenced by Sprint Spectrum Realty Company, L.P. naming Riverhead Water District, as Defendant in the Eastern District Court of New York under Civil Action number CV 16 928; and

WHEREAS, the Town Board has determined that the law firm of Smith, Finkelstein, Lundberg, Isler and Yakaboski, LLP is qualified and be retained to defend or appear on behalf of Riverhead Water District in Sprint Spectrum Realty Company, L.P. v. Riverhead Water District, United States District Court, Eastern District of New York under Civil Action number CV 16 928.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby appoints the Law Firm of Smith, Finkelstein, Lundberg, Isler, and Yakaboski, LLP to act as legal counsel in connection with the aforementioned matter, and authorizes the Supervisor to execute a Retainer Agreement acceptable to the Town Attorney; and be it further;

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to the Law Firm of Smith, Finkelstein, Lundberg, Isler, and Yakaboski, LLP; 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

Hubbard Yes No Giglio ABSENT
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 190

**ACCEPT AND FILE NOTICE OF COMPLETION OF FINAL SUPPLEMENTAL
GENERIC ENVIRONMENTAL IMPACT STATEMENT (FSGEIS) COMPREHENSIVE
PLAN FOR THE DEVELOPMENT OF EPCAL (EPCAL REUSE & REVITALIZATION
PLAN), INCLUDING AMENDMENT TO THE TOWN OF RIVERHEAD
COMPREHENSIVE MASTER PLAN, SUBDIVISION OF THE EPCAL PROPERTY,
CREATION AND ADOPTION OF A PLANNED DEVELOPMENT (PD) ZONING
DISTRICT, AMENDMENT TO THE ZONING MAP OF THE TOWN OF RIVERHEAD
TO REZONE THE EPCAL PROPERTY TO THE PD ZONING DISTRICT, AND
AMENDMENT TO THE CALVERTON ENTERPRISE PARK URBAN RENEWAL PLAN**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, as described more fully below, the Town of Riverhead, a municipal corporation with offices at 200 Howell Avenue, Riverhead, New York duly organized and existing pursuant to the laws of the State of New York, and the Town of Riverhead Community Development Agency, a New York Public Benefit Corporation dedicated to promoting, sponsoring and overseeing economic development within the Town, have spent considerable time and effort to develop a revised land use plan, associated zoning, updated market assessment, and subdivision plan for the former Calverton Naval Weapons Industrial Reserve Plant (hereinafter "EPCAL"); and

WHEREAS, the EPCAL property consisting of approximately 2,900 acres was once part of the former Calverton Naval Weapons Industrial Reserve Plant was formerly owned by the Navy and leased by the Grumman Corporation; and

WHEREAS, in 1998, after Grumman chose not to renew its lease for the site, the Navy, pursuant to Public Law 103-c337, conveyed the entire twenty-nine hundred (2,900) acre site to the Town of Riverhead Community Development Agency for no consideration, conditioned upon the Town's reuse of the property for economic development; and

WHEREAS, in anticipation of the transfer of the ownership of the land from the Navy to the Town of Riverhead conditioned upon the economic redevelopment of the property, the Town of Riverhead and Community Development Agency commissioned the firm of Hamilton, Rabinowitz & Alschuler to complete a comprehensive reuse planning study of the site (The "H, R & A Study"); and

WHEREAS, the alternative land use scenarios analyzed included three redevelopment plans which were intended to promote the economic development of the site, namely; 1) industrial development of the entire site, 2) age restricted (senior) development, and 3) a hybrid of industrial land use and regional recreational development; and

WHEREAS, the H, R & A Study recommendations were a “significant departure” from those outlined in the Town’s 1973 Comprehensive Master Plan, pursuant to Town Law 272-a, and consequently the Town was required to amend its Master Plan; and

WHEREAS, as a result of the need to amend the Master Plan, the Town determined that the amendment to the Comprehensive Master Plan was a Type I action pursuant to NYCRR 617.4 and it was determined that a Generic Environmental Impact Statement assessing the environmental impacts to the natural and social environments by the proposed development as outlined in the H, R & A Study would be required; and

WHEREAS, the United States Navy completed this study prior to conveyance to the Community Development Agency; and

WHEREAS, the Town, pursuant to the requirements of Town Law 265, referred the proposed amendment to the Town’s Comprehensive Master Plan to the Suffolk County Planning Commission as required by General Municipal Law §239-m and the Suffolk County Planning Commission issued a determination recommending approval of the amendment; and

WHEREAS, after completion of the Draft Supplemental Generic Environmental Impact Statement for the Comprehensive Plan for the Development of EPCAL (SGEIS) and the Suffolk County Planning Commission approval, by Resolution 849 of 1998, the Town of Riverhead adopted land use alternative three (the hybrid of industrial and regional recreational uses) as contained in the H, R & A Study as an amendment to the Comprehensive Master Plan of the Town of Riverhead; and

WHEREAS, in order to implement the recommendations of the H, R & A Study, the Town of Riverhead proposed the adoption of two new zoning use districts for the EPCAL site, to wit: Planned Industrial Park (PIP) Zoning Use District (encompassing the bulk of the former Grumman facilities sometimes referred to as the “Industrial Core”) and the balance of the property was rezoned to Planned Recreational Park (PRP) Zoning Use District; and

WHEREAS, the Town held the requisite public hearings on the inclusion of the PIP and PRP Zoning Use Districts in the Riverhead Town Code on December 15, 1998 and June 15, 1999, respectively and thereafter, both the PIP and PRP Zoning Use Districts were referred to the Riverhead Planning Board for its report and recommendations; and

WHEREAS, the Planning Board recommended approval of the proposed zoning use districts and map amendments and pursuant to General Municipal Law §239-m, the proposed zoning districts and zoning map amendments were forwarded to the Suffolk County Planning Commission for its report and recommendation as required by General Municipal Law §239-m; and

WHEREAS, on September 1, 1999, the Suffolk County Planning Commission also recommended approval of the amendments; and

WHEREAS, following receipt of the Planning Commission’s recommendation, pursuant to Resolution #830 of 1999, the Town Board, reciting in its resolution; the SEQRA record, the comments made at the numerous public hearings, the report of the

Town Planning Department, the SEQRA findings statement attending the Comprehensive Master Plan amendment, the report of the Town Planning Board, the report of the Suffolk County Planning Commission, the prevalent Pine Barrens overlay district, together with any other pertinent planning, zoning or environmental information available, adopted the proposed zoning code and zoning use district map amendments; and

WHEREAS, since the transfer of title to the Town of Riverhead Community Development Agency in 1998, the Calverton site "EPCAL" has seen limited redevelopment, to wit: the Town sold the site's existing industrial buildings, which contain approximately one million square feet, on 490 acres of land in the PIP zoning district, to a private developer in 2001 and two additional parcels were also sold, one for the development of a water park and the other to Stony Brook University for use of the site as an incubator, with no other sales in the past decade or more; and

WHEREAS, due to the evolution of market, economic, and site conditions since the adoption and implementation of the original comprehensive reuse plan, the Town and Community Development Agency, embarked on a plan to update, develop and implement a reuse plan to bring to fruition economic development to the Town of Riverhead; and

WHEREAS, the Community Development Agency, by Resolution #4 adopted on February 1, 2011, acting with and for benefit of the Town, retained the services of VHB Engineering, Surveying and Landscape Architecture, P.C. (VHB) to assist the Town and Community Development Agency and provide services related to an updated Comprehensive Reuse Plan, including but not limited to, development of a revised land use plan, associated zoning, updated market assessment, preparation of subdivision plan, and assistance in the administration of the SEQRA process; and

WHEREAS, related to and made part of the services provided by VHB, VHB prepared the requests for proposals related to the update of the 1996 Reuse Plan (also described as market study); and

WHEREAS, the Town Board of the Town of Riverhead authorized the issuance of a Request for Proposals for an Updated Market Study for Reuse and Revitalization of the Former Naval Weapons Industrial Reserve Plant ("NWIRP/EPCAL") by Resolution #246 adopted on April 5, 2011; and

WHEREAS, Town Board awarded RKG Associates, Inc. the contract to prepare, complete and present an updated comprehensive market study for reuse of the former Naval Weapons Industrial Reserve Plant ("NWIRP/EPCAL"); and

WHEREAS, on December 8, 2011, RKG presented, during an open and public session of the Town Board, an updated market study which identified the economic and real estate conditions influencing development on the subject site and recommended uses most compatible and viable with site conditions and market demand; uses with potential growth and sustainability; and uses that could compete within the regional market; and

WHEREAS, on December 8, 2011, VHB presented, during an open and public session of the Town Board, a plan for development and an alternate plan for development (hereinafter referred to as development plan "B") incorporating the

recommendations and findings of the market study prepared by RKG and the Town Board, by Resolution #937 of 2011, accepted and adopted the findings and recommendations for EPCAL redevelopment prepared by RKG Associates (RKG) and also having authorized VHB Engineering, Surveying and Landscaping Architecture, P.C. (VHB) to proceed with the requisite State Environmental Quality Review (SEQR) of their alternative plans for development; and

WHEREAS, since December of 2011 to the present, the Town, Community Development Agency, and VHB have met with numerous regional, state, and local agencies and interest groups regarding the proposed development plan and, as a result of and in an effort to address all comments and concerns, the Town, with the assistance of VHB, has redesigned and reconfigured the plan for development described and referred to as Alternative Subdivision Sketch C; and

WHEREAS, by Resolution # 5, adopted on May 7, 2013, the Town Board, acting as governing body of the Town of Riverhead Community Development Agency, accepted for SEQR purposes the Full Environmental Assessment Form (EAF) Part I, the Alternative Subdivision Sketch C for Enterprise Park at Calverton dated April 26, 2013 and the draft scope of issues necessary for the anticipated Draft Supplemental Generic Environmental Impact Statement (SGEIS) prepared by VHB for that portion of land within EPCAL owned by the Community Development Agency; and

WHEREAS, the Part 1 of the Full Environmental Assessment Form, a subdivision sketch plan (referred to as Alternative Subdivision Sketch C for Enterprise Park at Calverton dated April 26, 2013) and a preliminary Draft Scope for the Draft Supplemental Generic Environmental Impact Statement were distributed to all involved agencies indicating the Town Board's intention to declare itself as lead agency if upon expiration of the coordination period, no objections to same had been received by the Town Board; and

WHEREAS, the Town received no objection from any involved agencies to the Town Board serving as lead agency; and

WHEREAS, the Riverhead Town Board, upon completion of coordinated review pursuant to 6 NYCRR §617.6 and adoption of Community Development Agency Resolution #10 adopted on June 18, 2013, declared itself to be the Lead Agency for the proposed action; and

WHEREAS, the Riverhead Town Board classified the proposed action as a Type I action pursuant to 6 NYCRR § 617.4; and

WHEREAS, the Town Board caused the preparation of Parts 2 and 3 of the Full EAF for analysis of project impacts whose content indicate the potential for significant impacts on the natural and social environment when compared to the criteria set forth in 6 NYCRR §617.7(c); and

WHEREAS, the Town Board determined that the proposed action may have one or more significant adverse impacts on the environment, and adopted a Positive Declaration requiring that a Draft Supplemental Generic Environmental Impact Statement be prepared; and

WHEREAS, by Resolution #11 adopted on June 18, 2013, the Town Board authorized the Town Clerk to publish and post Notice of Scoping Hearing upon the Draft Scope for Draft Supplemental Generic Environmental Impact Statement required for a comprehensive development plan for EPCAL, including Amendment to the Comprehensive Plan and Amendment to Zoning and Subdivision for EPCAL; and

WHEREAS, on July 16, 2013, the Town Board, acting as governing body of the Community Development Agency, conducted a public Scoping Hearing on the Draft Scope for the Draft Supplemental Generic Environmental Impact Statement supporting the proposed action to wit: the creation of a conceptual development plan (Reuse & Revitalization Plan) including subdivision (referred to as Alternative Subdivision Sketch C for Enterprise Park at Calverton dated April 26, 2013) of the EPCAL property into 50 lots for ultimate redevelopment with a mix of uses (e.g., business [commercial and retail], industrial, residential, recreation, utilities) and the retention of substantial open space; the amendment to the Town of Riverhead Comprehensive Plan; the amendment of the zoning code and zoning map of the Town of Riverhead to rezone the 2,323.9 acre EPCAL property consistent with the Reuse & Revitalization Plan for property owned by the CDA within EPCAL described as approximately 2,323.9 acres of real property located south of Middle Country Road (SR25), north of Grumman Boulevard and east of Wading River Manor Road (CR25), Calverton Hamlet, being more particularly described as Suffolk County Tax Map No. 0600-135-1-7.1,7.2,7.3&7.4.; and

WHEREAS, for a period of one week after the close of the public hearing on the Draft Scope, the Town Board did accept written comments on the Draft Scope for the Draft Supplemental Generic Environmental Impact Statement; and

WHEREAS, the Town Board and members of the Planning Staff for the Town of Riverhead, with the assistance and participation of VHB Engineering, Surveying and Landscape Architecture, P.C. (VHB) did review all comments made at the public Scoping Hearing and all written comments received pursuant to the Notice of Scoping Hearing; and

WHEREAS, the Town Board, Town Board, as Lead Agency, and, as governing body of the Town of Riverhead and as governing body of the Community Development Agency, by Resolution #14 adopted on October 1, 2013, did thereby adopt a Final Scope for the Draft Supplemental Generic Environmental Impact Statement supporting the proposed action, to wit: the creation of a conceptual development plan (Reuse & Revitalization Plan) including subdivision of the EPCAL property into 50 lots for ultimate redevelopment with a mix of uses (e.g., business [commercial and retail], industrial, residential, recreation, utilities) and the retention of substantial open space; the amendment to the Town of Riverhead Comprehensive Plan; the amendment of the zoning code and zoning map of the Town of Riverhead to rezone the 2,323.9 acre EPCAL property consistent with the Reuse & Revitalization Plan for property owned by the CDA within EPCAL described as approximately 2,323.9 acres of real property located south of Middle Country Road (SR25), north of Grumman Boulevard and east of Wading River Manor Road (CR25), Calverton Hamlet, being more particularly described as Suffolk County Tax Map No. 0600-135-1-7.1,7.2,7.3&7.4; and

WHEREAS, pursuant to NYCRR 617.9(a) and (b) after adoption of the Final Scope and consistent with the Final Scope, the Town Board and members of the Planning Staff for the Town of Riverhead, with the assistance and participation of VHB

Engineering, Surveying and Landscape Architecture, P.C. (VHB) did complete a Draft Supplemental Generic Environmental Impact Statement; and

WHEREAS, pursuant to NYCRR 617.9 (a)(2), the Town Board, as lead agency, by Resolution #11 adopted on August 7, 2014, did accept and determine that the Draft Supplemental Generic Environmental Impact Statement was adequate with respect to its scope and content for the purpose of commencing public review; and

WHEREAS, pursuant to NYCRR 617.9 (a)(3), the Town Board, as lead agency, by Resolution #11 adopted on August 7, 2014, did prepare a Notice of Completion of the Draft Supplemental Generic Environmental Impact Statement for the Development of EPCAL (EPCAL Reuse & Revitalization Plan) and authorized and directed the Town Clerk to file and publish the Notice of Completion, together with the Draft Supplemental Generic Environmental Impact Statement; and

WHEREAS, pursuant to NYCRR 617.9(a)(4), the Town Board, as lead agency, determined that it is appropriate to hold a public hearing on the Draft Supplemental Generic Environmental Impact Statement and provide for public comment through the forum of a public hearing and submission of written comment; and

WHEREAS, pursuant to NYCRR 617.9(a)(4)(ii), the Town Board, as lead agency and in its capacity as the Town Board and as the governing body of the Town of Riverhead Community Development Agency, determined that was appropriate to conduct a combined hearing for the Draft Supplemental Generic Environmental Impact Statement, comprehensive development plan for EPCAL (EPCAL Reuse and Revitalization Plan), amendment to the Town of Riverhead Comprehensive Master Plan, subdivision of the EPCAL property, creation and adoption of a Planned Development (PD) Zoning District, amendment to the zoning map of the Town of Riverhead to rezone the subject property to the PD Zoning District, and amendment to the Calverton Urban Renewal Plan; and

WHEREAS, the Town Board, as lead agency and as governing body of the Town of Riverhead and acting and as governing body of the Town of Riverhead Community Development Agency, by Resolution # 583 adopted on August 7, 2014, authorized and directed the Town Clerk to publish and post a Notice of Public Hearing on the Draft Supplemental Generic Environmental Impact Statement, comprehensive development plan for EPCAL (EPCAL Reuse and Revitalization Plan), amendment to the Town of Riverhead Comprehensive Master Plan, subdivision of the EPCAL property, creation and adoption of a Planned Development (PD) Zoning District, amendment to the zoning map of the Town of Riverhead to rezone the subject property to the PD Zoning District, and amendment to the Calverton Urban Renewal Plan, and provide notice for the acceptance of written comments until September 15, 2014 pursuant to NYCRR Part 617.9(a)(4); and

WHEREAS, the Town Board, as lead agency and as governing body of the Town of Riverhead and acting and as governing body of the Town of Riverhead Community Development Agency, did hold a public hearing on September 3, 2014 on the Draft Supplemental Generic Environmental Impact Statement, comprehensive development plan for EPCAL (EPCAL Reuse and Revitalization Plan), amendment to the Town of Riverhead Comprehensive Master Plan, subdivision of the EPCAL property, creation and adoption of a Planned Development (PD) Zoning District, amendment to the zoning

map of the Town of Riverhead to rezone the subject property to the PD Zoning District, and amendment to the Calverton Urban Renewal Plan, and provided for the acceptance of written comments until September 15th, 2014 pursuant to NYCRR Part 617.9 (a)(4) and by Resolution # 640 adopted on September 3, 2014, did extend period for the acceptance of written comment until September 30, 2014; and

WHEREAS, VHB Engineering, Surveying and Landscape Architecture, P.C. (VHB) prepared a Final Supplemental Generic Environmental Impact Statement (FSGEIS) in accordance with §617.10 of 6 NYCRR (SEQR) which provides responses to substantive comments compiled by the Town Board of the Town of Riverhead as Lead Agency during the SEQR public review, including verbal comments presented at the public hearings and written comments submitted by the public and involved/interested agencies up to the close of the final public hearing; and

WHEREAS, upon review of the Final Supplemental Generic Environmental Impact Statement Comprehensive Plan for the Development of EPCAL, the Town Board of the Town of Riverhead as Lead Agency finds that it adequately responds to comments and will facilitate the preparation of findings and legislative decision related to the adoption of the EPCAL Reuse & Revitalization Plan, amendment to the Town of Riverhead Comprehensive Master Plan, subdivision of the EPCAL property, creation and adoption of a Planned Development (PD) Zoning District, amendment to the zoning map of the Town of Riverhead to rezone the subject property to the PD Zoning District, and amendment to the Calverton Urban Renewal Plan and the accompanying Draft Supplemental Generic Environmental Impact Statement (DSGEIS) which will become elements of the Town of Riverhead EPCAL Reuse & Revitalization Plan, amendment to the Town of Riverhead Comprehensive Master Plan, subdivision of the EPCAL property, amendment to the zoning map and code, amendment to the Calverton Urban Renewal Plan and subdivision of the Enterprise Park at Calverton (“EPCAL”).

NOW THEREFORE BE IT RESOLVED, that the Final Supplemental Generic Environmental Impact Statement Comprehensive Plan for the Development of EPCAL is found to be complete, and the Town Clerk is hereby directed to prepare and file the attached Notice of Completion of Final Supplemental Generic Environmental Impact Statement for Publication in the Environmental Notice Bulletin (ENB) as prescribed in SEQRA (NYCRR) Section §617.12; and be it further

RESOLVED, that the Town Clerk is hereby directed that this resolution, together with a copy of the Final Supplemental Generic Environmental Impact Statement document, be officially referred to the Suffolk County Planning Commission pursuant to General Municipal Law §239 and the Suffolk County Administrative Code; and be it further

RESOLVED, that the Town Clerk is hereby authorized and directed to maintain a copy of this resolution and the Notice of Completion, together with a copy of the Final Supplemental Generic Environmental Impact Statement document and make available for public review and inspection in the Office of the Town Clerk, Monday through Friday, from 8:30 am to 4:30 pm beginning on March 16, 2016; and be it further

RESOLVED, that the Town Clerk is hereby authorized and directed to post a copy of this resolution and the Notice of Completion, together with a copy of the Final

Supplemental Generic Environmental Impact Statement on the Town's website www.townofriverheadny.gov; and be it further

RESOLVED, that the Town Clerk is hereby authorized and directed to make available a copy of this resolution and the Notice of Completion, together with a copy of the Final Supplemental Generic Environmental Impact Statement at the Riverhead Free Library, 330 Court Street, Riverhead, NY, 11901; and be it further

RESOLVED, that the Town Clerk is hereby directed that a certified copy of this resolution, together with a copy of the Final Supplemental Generic Environmental Impact Statement for the Development of EPCAL and Notice of Completion be referred to all involved agencies pursuant to SEQRA (NYCRR) §617.22 (b) (iii) ; and be it further

RESOLVED, that the involved agencies and the public shall have a period of thirty (30) days from the date hereof to consider the Final Supplemental Generic Environmental Impact Statement for the Development of EPCAL; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a certified copy of this resolution, together with a copy of the Notice of Completion on the Final Supplemental Generic Environmental Impact Statement to VHB Engineering, Surveying and Landscaping Architecture, P.C., 2150 Joshua's Path, Suite 300, Hauppauge, NY 11788; Supervisor of the Town of Riverhead, Sean W. Walter; Members of the Town Board of the Town of Riverhead; Christine Kempner, Community Development Agency Director; Jefferson Murphree, Building and Planning Administrator; and Annemarie Prudenti, Deputy Town Attorney, Frank A. Isler, special counsel to the Community Development Agency, 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

Hubbard Yes No Giglio ABSENT
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

**STATE ENVIRONMENTAL QUALITY REVIEW ACT (SEQRA)
NOTICE OF COMPLETION
FINAL SUPPLEMENTAL GENERIC ENVIRONMENTAL IMPACT STATEMENT (FSGEIS)**

**COMPREHENSIVE PLAN FOR THE DEVELOPMENT OF EPCAL (EPCAL REUSE &
REVITALIZATION PLAN), INCLUDING AMENDMENT TO THE TOWN OF RIVERHEAD
COMPREHENSIVE MASTER PLAN, SUBDIVISION OF THE EPCAL PROPERTY,
CREATION AND ADOPTION OF A PLANNED DEVELOPMENT (PD) ZONING
DISTRICT, AMENDMENT TO THE ZONING MAP OF THE TOWN OF RIVERHEAD TO
REZONE THE EPCAL PROPERTY TO THE PD ZONING DISTRICT, AND AMENDMENT
TO THE CALVERTON ENTERPRISE PARK URBAN RENEWAL PLAN**

**SOUTH OF NEW YORK STATE ROUTE 25 (MIDDLE COUNTRY ROAD)
EAST OF WADING RIVER MANOR ROAD
CALVERTON, TOWN OF RIVERHEAD, SUFFOLK COUNTY**

Date: March 15, 2016

Lead Agency: Town Board of the Town of Riverhead
Town Hall
200 Howell Avenue
Riverhead, New York 11901

Applicant: Town Board of the Town of Riverhead

This notice is issued pursuant to Article 8 of the Environmental Conservation Law (State Environmental Quality Review Act) and the implementing regulations therefor at 6 NYCRR Part 617.

A Final Supplemental Generic Environmental Impact Statement (FSGEIS) has been filed for the proposed action described below, and a public consideration period has been established by the lead agency, during which comments regarding the FSGEIS will be accepted by the contact person, listed below, until 4:30 p.m. on April 15, 2016.

Name of Action: Proposed Redevelopment of EPCAL Property at Calverton

SEQR

Classification: Type I

Description of Action: The proposed action consists of the creation and adoption of a comprehensive development plan (Reuse & Revitalization Plan); amendment of the Comprehensive Master Plan; creation of a planned development zoning district (PD District); amendment of the Calverton Urban Renewal Plan; amendment of the zoning code and zoning map of the Town of Riverhead to rezone the 2,323.9-acre EPCAL Property to that PD District; and subdivision of the EPCAL Property for ultimate redevelopment with a mix of uses (e.g., business [commercial and retail], industrial, government, energy park, recreation, utilities, residential), including the two runways, which would be available for limited redevelopment and/or historical use (aviation), and infrastructure necessary to support those uses. As the 2,323.9-acre

**Notice of Completion of
Final Supplemental Generic Environmental Impact Statement (FSGEIS)
Proposed Redevelopment of EPCAL Property at Calverton
Town Board of the Town of Riverhead
Calverton, Town of Riverhead, Suffolk County**

Page 2

EPCAL Property is expected to be redeveloped over a multi-decade horizon, it is not possible to determine the precise uses or the precise square footage of each use that may be developed.

Thus, in order to ensure a comprehensive evaluation of the entire action (including the impacts of redevelopment in accordance with the proposed subdivision), as required pursuant to the State Environmental Quality Review Act (SEQRA) and its implementing regulations at 6 NYCRR Part 617, a conceptual development plan and subdivision plan have been prepared and evaluated in the DSGEIS and FSGEIS.

As the EPCAL Property includes regulated wetlands, land within the Peconic River Wild, Scenic and Recreational River System (WSRRS) corridor, and potential habitat for endangered species, the subdivision provides for maintenance of buffers of a minimum 1,000 feet around identified wetlands (to accommodate tiger salamander habitat). Approximately 512.4 acres of existing grassland are proposed to be maintained, and another 70.6± acres are to be restored and/or designated for grassland habitat preservation, which includes, but is not limited to, potential habitat for the short-eared owl, northern harrier and the upland sandpiper. Approximately 787.3 acres of existing pine barrens vegetation (which provides potential habitat for the northern long-eared bat) is proposed to be preserved. The overall subdivision provides for preservation/creation of 65 percent of the site as natural area/open space, including wetlands and water bodies.

The Town of Riverhead worked with the New York State Legislature on legislation to designate the EPCAL property as an urban renewal area, and set guidelines and time parameters for review of development actions and applications within EPCAL.

Location: 2,323.9 acres, located on the south side of NY Route 25 (Middle Country Road), north of Grumman Boulevard, east of Wading River Manor Road
SCTM: District 600 - Section 135 - Block 1 - Lots 7.1, 7.2, 7.33 and 7.4
Calverton, Town of Riverhead
Suffolk County, New York

Potential Environmental Impacts: A positive declaration was issued by the Town Board of the Town of Riverhead on June 18, 2013, which identified potential environmental impacts, and these impacts were evaluated in the Supplemental Generic Environmental Impact Statement (SGEIS). The environmental issues addressed in the SGEIS include: land use and zoning; socioeconomics; community facilities and services; transportation; air quality; noise; infrastructure; cultural resources; geology, soils and topography; water quality and hydrology; terrestrial and aquatic environment; petroleum and hazardous materials; and visual resources.

**Notice of Completion of
Final Supplemental Generic Environmental Impact Statement (FSGEIS)
Proposed Redevelopment of EPCAL Property at Calverton
Town Board of the Town of Riverhead
Calverton, Town of Riverhead, Suffolk County**

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Availability of Document: A copy of the FSGEIS is available for public review at:

Office of the Riverhead Town Clerk
Town of Riverhead Town Hall
200 Howell Avenue
Riverhead, New York 11901
(631) 727-3200

Riverhead Free Library
330 Court Street
Riverhead, New York 11901

A copy of the FSGEIS is also available for review on the Town of Riverhead website at:
www.townofriverheadny.gov

Contact Person: Jill Lewis, Deputy Town Supervisor

Address: Town of Riverhead Town Hall
200 Howell Avenue
Riverhead, New York 11901

Telephone: (631) 727-3200

A Copy of this Notice, along with the FSGEIS, has been sent to:

The Honorable Sean Walter, Town Supervisor
and Members of the Town of Riverhead Town Board
200 Howell Avenue
Riverhead, New York 11901

Stanley Carey, Chairman
Town of Riverhead Planning Board
200 Howell Avenue
Riverhead, New York 11901

Michael Reichel, Sewer District Superintendent
Riverhead Sewer District
River Avenue (off Riverside Drive)
Riverhead, New York 11901

**Notice of Completion of
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Proposed Redevelopment of EPCAL Property at Calverton
Town Board of the Town of Riverhead
Calverton, Town of Riverhead, Suffolk County**

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Mark Conklin, Water District Superintendent
Riverhead Water District
1035 Pulaski Street
Riverhead, New York 11901

Chris Kempner, Director
Riverhead Community Development Agency
200 Howell Avenue
Riverhead, New York 11901

George Woodson, Superintendent
Town of Riverhead Highway Department
1177 Osborne Avenue
Riverhead, New York 11901

Board of Fire Commissioners
Wading River Fire District
1503 N. Country Road
Wading River, New York 11792

Board of Fire Commissioners
Manorville Fire District
14 Silas Carter Road
Manorville, New York 11949

The Honorable Ed Romaine, Supervisor
And Members of the Town Board
Town of Brookhaven
Town of Brookhaven Town Hall
One Independence Hill
Farmingville, New York 11738

The Honorable Steven Bellone, County Executive
Suffolk County
H. Lee Dennison Building
100 Veterans Memorial Highway
Hauppauge, New York 11788

**Notice of Completion of
Final Supplemental Generic Environmental Impact Statement (FSGEIS)
Proposed Redevelopment of EPCAL Property at Calverton
Town Board of the Town of Riverhead
Calverton, Town of Riverhead, Suffolk County**

Chairperson
Suffolk County Planning Commission
H. Lee Dennison Building
100 Veterans Memorial Highway
Hauppauge, New York 11788

James L. Tomarken, MD, MPH, MBA, MSW, Commissioner
Suffolk County Department of Health Services
3500 Sunrise Highway, Suite 124
Great River, New York 11739

Gilbert Anderson, P.E., Commissioner
Suffolk County Department of Public Works:
335 Yaphank Avenue
Yaphank, New York 11980

James F. Gaughran, Chairman
Suffolk County Water Authority
4060 Sunrise Highway, Suite 1000
Oakdale, New York 11769

Commission Chair
Central Pine Barrens Joint Planning and Policy Commission
624 Old Riverhead Road
Westhampton, New York 11978

Empire State Development Corporation/Long Island Regional Economic Development Council
c/o Cara Longworth, Regional Director
150 Motor Parkway
Hauppauge, New York 11788

Ruth Pierpont, Deputy Commissioner/Deputy SHPO
New York State Division for Historic Preservation
New York State Office of Parks, Recreation & Historic Preservation
Peebles Island State Park
P.O. Box 189
Waterford, New York 12188-0189

**Notice of Completion of
Final Supplemental Generic Environmental Impact Statement (FSGEIS)
Proposed Redevelopment of EPCAL Property at Calverton
Town Board of the Town of Riverhead
Calverton, Town of Riverhead, Suffolk County**

Joseph T. Brown, Regional Director
New York State Department of Transportation
State Office Building
250 Veterans Memorial Highway
Hauppauge, New York 11788

George Stafford, Director
Division of Coastal Resources
New York State Department of State
99 Washington Avenue, Suite 1010
Albany, NY 12231-0001

Carrie Meek Gallagher Regional Director
New York State Department of Environmental Conservation
SUNY @ Stony Brook
50 Circle Road
Stony Brook, New York 11790-3409

Basil Seggos, Acting Commissioner
New York State Department of Environmental Conservation
625 Broadway
Albany, New York 12233-1750

This Notice has also been forwarded for publication in the Environmental Notice Bulletin.

TOWN OF RIVERHEAD

Resolution # 191

APPOINTS A PUBLIC SAFETY DISPATCHER TO THE POLICE DEPARTMENT

Councilman Wooten offered the following resolution,

which was seconded by Supervisor Walter

WHEREAS, the need for a Public Safety Dispatcher I exists in the Police Department; and,

WHEREAS, the Suffolk County Department of Civil Service established List #16DC077 on February 25, 2016; and,

WHEREAS, extensive background investigations and personal interviews were conducted by the Suffolk County and Riverhead Town Police Departments to establish one (1) individual eligible for hire by the Town of Riverhead Police Department; and,

WHEREAS, the individual is currently employed as a part-time Public Safety Dispatcher for the Town of Riverhead Police Department and has been since 2015.

NOW, THEREFORE, BE IT RESOLVED, effective March 30, 2016, the Town Board hereby appoints Catherine M. Urevich to the position of full-time Public Safety Dispatcher I at an annual salary set forth in Group 1, Step P of the Public Safety Dispatcher salary schedule outlined in the CSEA contract; and,

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

THE VOTE

Hubbard Yes No Giglio ABSENT
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 192

PAYS BILLS

Supervisor Walter offered the following resolution,

which was seconded by Councilman Hubbard

ABSTRACT #16-07 March 15, 2016 (TBM 03/15/16)			
			Grand
Fund Name	Fund #	Ckrun	Totals
GENERAL FUND	1	1,243,861.11	1,243,861.11
POLICE ATHLETIC LEAGUE	4	2,030.00	2,030.00
RECREATION PROGRAM FUND	6	17,160.19	17,160.19
HIGHWAY FUND	111	184,725.56	184,725.56
WATER DISTRICT	112	131,034.01	131,034.01
RIVERHEAD SEWER DISTRICT	114	106,137.71	106,137.71
REFUSE & GARBAGE COLLECTION DI	115	3,528.52	3,528.52
STREET LIGHTING DISTRICT	116	44,811.06	44,811.06
PUBLIC PARKING DISTRICT	117	7,630.14	7,630.14
AMBULANCE DISTRICT	120	3,546.94	3,546.94
EAST CREEK DOCKING FACILITY FU	122	1,829.40	1,829.40
CALVERTON SEWER DISTRICT	124	11,517.56	11,517.56
RIVERHEAD SCAVENGER WASTE DIST	128	50,323.25	50,323.25
WATER DISTRICT CAPITAL PROJECT	412	3,079.29	3,079.29
RIVERHEAD SEWER CAPITAL PROJEC	414	46.80	46.80
CALVERTON SEWER CAPITAL PROJEC	424	8,400.00	8,400.00
TRUST & AGENCY	735	1,062,158.59	1,062,158.59
CALVERTON PARK - C.D.A.	914	716.36	716.36
TOTAL ALL FUNDS		2,882,536.49	2,882,536.49

THE VOTE

Hubbard Yes No Giglio ABSENT
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 193

**EXTENDS BID FOR DRY HYDRATED LIME
(CALCIUM HYDROXIDE) FOR RIVERHEAD WATER DISTRICT**

Councilman Hubbard offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, The Long Island Cauliflower Association, was awarded the bid for Dry Hydrated Lime (calcium hydroxide) by Resolution #140233 adopted April 1, 2014, which bid contract expires April 1, 2015; and

WHEREAS, by Resolution #150140 adopted February 18, 2015, the contract was extended for an additional one-year period until April 1, 2016; and

WHEREAS, the Riverhead Water District has requested that the bid be extended for one (1) year pursuant to the terms of the award document, which would constitute the second and final extension under the terms of the award document; and

WHEREAS, the above-named vendor has agreed to extend the contract until April 1, 2017, per the attached bid extension notice and bid price; and

WHEREAS, the Town Board has reviewed said request.

NOW, THEREFORE, BE IT RESOLVED, that the bid contract for Dry Hydrated Lime (calcium hydroxide) be and is hereby extended for one (1) year to April 1, 2017 pursuant to the terms and conditions of the original award document; and be it further

RESOLVED, that a certified copy of this document be forwarded to the Long Island Cauliflower Association at 139 Marcy Avenue, Riverhead, New York, 11901; and be it further

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

On a motion by Councilman Wooten, seconded by Councilman Dunleavy, resolution #193 was TAKEN OFF THE FLOOR, **MOTION CARRIED**. Immediately thereafter there was a motion to put to vote.

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted



RWD Riverhead Water District

Mark K Conklin, Superintendent
1035 Pulaski Street, Riverhead, New York 11901
Phone: 631.727.3205 FAX: 631.369.4608

Bid Extension Notice

To: John E. Bokina, Jr., Assistant Manager
L.I. Cauliflower Association

From: Mark K Conklin, Superintendent, Riverhead Water District

Date: January 14, 2016

Subject: Extension of Bid Services

This letter is to inform you that our current bid contract with you for hydrated lime (calcium hydroxide) will expire on April 1, 2016.

The Town of Riverhead would like to extend this contract for a period of one (1) year until April 1, 2017 at the current contract prices. This will be the second and final extension under the terms of the current contract.

If this extension meets with your approval, please complete the bottom portion of this letter and return it to us immediately.


Authorized Signature

JOHN E. BOKINA, JR. - CEO
Print Name

LONG ISLAND CAULIFLOWER ASSOC.
Company Name

1/14/16
Date

**BID FORM - SPECIFICATIONS FOR:
DRY HYDRATED LIME (CALCIUM HYDROXIDE)**

PLEASE READ CAREFULLY

DRY HYDRATED LIME (calcium hydroxide)-delivered and unloaded at sites (Bid may be quoted for Option A or Option B, or both Option A and Option B):

OPTION A:

0 - 200 50-lb. bags of product

(a) One (1) drop \$ 10.00 per 50-lb bag

(b) Two (2) or more drops (maximum of five [5] drops) \$ 10.00 per 50-lb bag

OPTION B:

201-400 50-lb. bags of product

(a) One (1) drop \$ 10.25 per 50-lb bag

(b) Two or more drops (maximum of five [5] drops) \$ 10.25 per 50-lb bag

TOWN OF RIVERHEAD

Resolution # 194

**AUTHORIZES THE SUPERVISOR TO EXECUTE AN AGREEMENT
WITH ADP, LLC**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Town of Riverhead currently uses computer software to process its payroll for the Town and is interested in updating its software; and

WHEREAS, the Town of Riverhead is required to comply with Affordable Care Act reporting requirements; and

WHEREAS, ADP, LLC has developed computer software and is able to integrate that software with the Town's existing computer system necessary to provide the services required to adequately produce payroll for the Town and to keep the Town current on all Affordable Care Act reporting requirements and IRS and NYS regulations.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board hereby authorizes the Supervisor to execute an agreement with ADP, LLC in substantially the same form annexed hereto regarding services required to process Town payroll and comply with Affordable Care Act reporting requirements; and be it further

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

On a motion by Councilman Wooten, seconded by Councilman Dunleavy, resolution #194 was TAKEN OFF THE FLOOR, **MOTION CARRIED**. Immediately thereafter there was a motion to put to vote.

THE VOTE

Hubbard Yes No Giglio Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted