

RESOLUTION LIST

DECEMBER 16, 2014

- Res. #834 2014 General Town Budget Adjustment**
- Res. #835 Ambulance District Budget Adjustment**
- Res. #836 Adoption of a Credit Card Policy**
- Res. #837 Home Investment Partnership Grant Program Budget Adoption**
- Res. #838 Ratifies Appointment of Student Intern to the Accounting Department (Kate Boden)**
- Res. #839 Ratifies Appointment of Student Intern to the Accounting Department (Marisa James)**
- Res. #840 Awards Bid – Control Valve Maintenance and Repair Services Contract – Riverhead Water District**
- Res. #841 Abolishes the Position of Town Planning Director (Richard Hanley)**
- Res. #842 Accepts the Resignation of a Homemaker (Linda Carr)**
- Res. #843 Accepts the Resignation of an Account Clerk Typist (Suzanne McEvoy)**
- Res. #844 Ratifies the Appointment of a Temporary Clerk to the Tax Receiver’s Office (Madison Messina)**
- Res. #845 Awards Bid for Auto and Truck Repairs**
- Res. #846 Awards Bid for Paint**
- Res. #847 Appoints a Recreation Aide to the Recreation Department (Kimberlyn Ligon)**
- Res. #848 Appoints a Recreation Aide to the Recreation Department (Kate McCarney)**
- Res. #849 Appoints Call-In Personnel for the Riverhead Recreation Department**
- Res. #850 Adopts a Local Law to Amend Chapter 106 Entitled “Waterways” of the Riverhead Town Code**

- Res. #851** Adopts a Local Law to Amend Chapter 108 Entitled “Zoning” of the Code of the Town of Riverhead, Article XIII: Supplementary Use Regulations (§108-64. Prefabricated Dwellings)
- Res. #852** Appoints Sub Registrar in the Town Clerk’s Office (Carol Delvecchio)
- Res. #853** Authorizes the Town Supervisor to Execute DWI Enforcement Agreement between the County of Suffolk and the Town of Riverhead (Stop DWI Program)
- Res. #854** Authorizes the Supervisor to Execute an Intermunicipal Agreement with the Towns of Southampton, Riverhead, East Hampton, Southold and Shelter Island and the Villages of Southampton, East Hampton, Quogue, Westhampton Beach and Sag Harbor (Police Mutual Aid)
- Res. #855** Authorizes the Supervisor to Execute a License Agreement with Broadcast Music, Inc. (BMI)
- Res. #856** Authorizes the Supervisor to Execute an Amendment to an Agreement in Connection with Medical Arbitration Services from Rehabilitation medicine Associates
- Res. #857** Authorizes the Supervisor to Execute a Renewal Agreement with Nextiraone, LLC, d/b/a Black Box network Services Regarding Telephone Maintenance
- Res. #858** Authorizes the Supervisor to Execute an Agreement with Arleen Bobal for Transcription of Town Meetings
- Res. #859** Ratifies the Approval of the Application for Fireworks Permit of Riverhead Business Improvement District Management Association (Grangebel Park – Saturday, December 13, 2014)
- Res. #860** Authorizes the Supervisor to Execute a License Agreement with Eastern Bays Company, Inc. to Allow the Installation of Floating Upweller Systems (FLUPSY) in East Creek
- Res. #861** Authorizes Town Clerk to Publish and Post a Public Notice for a Local Law to Consider Amendment to Chapter 106 Entitled “Waterways’ of the Riverhead Town Code
- Res. #862** Authorizes Shotgun Hunting for Deer on Town Property at Enterprise Park at Calverton (SCTM No. 600-135-1-7.33, et al.) and 1751 Sound Avenue, Calverton (SCTM No. 600-60-1-2) from January 5, 2015 to January 30, 2015, Inclusive, Weekdays Only

- Res. #863** Project No.: RDWD 14-06 Wellhead Treatment for Perchlorate Removal – Plant No. 16 Contract V – Vessel Fabrication and Delivery Riverhead Water District
- Res. #864** Authorizes Town Clerk to Publish and Post Notice to Bidders for Water Service Materials
- Res. #865** Authorizes the Supervisor to Execute an Intermunicipal Agreement with the Villages of Port Jefferson (LeeBoy Sprayer – Highway)
- Res. #866** Order Calling Public Hearing Regarding Improvements to Facilities of Riverhead Water District-Wellhead Treatment for Perchlorate Removal-Plant No.16
- Res. #867** Grants Request for Extension of the Public Hearing Regarding Special Use Permit of United Riverhead Terminal. Inc.
- Res. #868** Approves Free Yard Waste (Mulch) for Residents, Non-residents and Commercial Entities
- Res. #869** Accepts the Resignation of a Program Planner in the Riverhead Recreation Department (Thomas Filgate)
- Res. #870** Appoints a Part-time Homemaker to the Seniors Program (Donjua Strange)
- Res. #871** Appoints Call-in Homemakers to the Seniors Program (Lisa Donnelly & Elizabeth Dobrolski)
- Res. #872** Appoints a Student Intern to the Town Clerk's Office (Christy Brewer)
- Res. #873** Pays Bills

TOWN OF RIVERHEAD

Resolution # 834

2014 General Town

BUDGET ADJUSTMENT

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, Year End budget adjustments are necessary for 2014.

NOW THEREFORE, BE IT RESOLVED, that the Town Board hereby authorizes the attached 2014 General Fund Budget adjustments.

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to the Supervisor's Office, Tax Receiver, Accounting, Police, Justice, Town Attorney, Town Engineer, Nutrition, Planning, Sanitation, Recreation, Building and Highway Departments.

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

THE VOTE

Giglio Yes No

Gabrielsen Yes No

Wooten Yes No

Dunleavy Yes No

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

| Fund | Cost Center | Object | Department | Account Description | Transfer From |
|-------------|--------------------|---------------|-------------------|-----------------------------|----------------------|
| 001 | 011100 | 511500 | Justice | PERSONAL SERVICES (9F) | 14,384.00 |
| 001 | 013100 | 512500 | Finance | OVERTIME NON-UNIFORM | 6,000.00 |
| 001 | 013100 | 514400 | Finance | FRINGE BENEFITS | 208.00 |
| 001 | 013100 | 514500 | Finance | SICK PAY BUY BACK NON-UNIFO | 96.00 |
| 001 | 013100 | 515500 | Finance | PERSONAL SERVICES P/T | 3,335.00 |
| 001 | 013100 | 524000 | Finance | EQUIPMENT | 2,990.00 |
| 001 | 013100 | 542100 | Finance | OFFICE SUPPLIES | 1,000.00 |
| 001 | 013300 | 541409 | Tax Rec | MAINTENANCE CONTRACT | 128.00 |
| 001 | 013300 | 542601 | Tax Rec | ENVELOPES | 841.00 |
| 001 | 013300 | 542609 | Tax Rec | ADVERTISING | 16.00 |
| 001 | 013300 | 543920 | Tax Rec | POSTAL PRODUCTION SERVICE | 1,090.00 |
| 001 | 013300 | 549000 | Tax Rec | MISCELLANEOUS | 925.00 |
| 001 | 014200 | 543301 | Attorney | LITIGATION, APPRAISALS AND | 32,215.00 |
| 001 | 014300 | 542600 | Personnel | PRINTING | 1,000.00 |
| 001 | 014300 | 543230 | Personnel | PROFESSIONAL SERVICES - DRU | 2,289.00 |
| 001 | 014300 | 543350 | Personnel | PROFESSIONAL SERVICES - BAC | 500.00 |
| 001 | 014300 | 543401 | Personnel | PROF SERVICES - EDUCATIONAL | 1,500.00 |
| 001 | 014400 | 512500 | Engineer | OVERTIME NON-UNIFORM | 8,000.00 |
| 001 | 014400 | 541500 | Engineer | MOTOR VEHICLE MAINTENANCE | 3,500.00 |
| 001 | 014400 | 542114 | Engineer | PROF DUES & SUBSCRIPTIONS | 1,820.00 |
| 001 | 014400 | 543500 | Engineer | CONSULTANTS | 2,000.00 |
| 001 | 016900 | 541500 | Garage | R&M VEHICLES | 9,304.00 |
| 001 | 031200 | 511100 | Police | POLICE PERSONAL BASE | 57,553.00 |
| 001 | 031200 | 514100 | Police | POLICE (PBA) BUY BACK | 139,801.00 |
| 001 | 031200 | 515501 | Police | HOLDING CELL ATTENDANTS | 6,000.00 |
| 001 | 031200 | 515503 | Police | CROSSING GUARDS | 3,000.00 |
| 001 | 031200 | 516100 | Police | NIGHT DIFFERENTIAL POLICE | 24,863.00 |
| 001 | 031200 | 516650 | Police | POLICE HOLIDAY PAY | 15,655.00 |
| 001 | 031200 | 524420 | Police | SIDE ARMS | 11,500.00 |
| 001 | 031200 | 524900 | Police | MISCELLANEOUS FIELD EQUIP | 828.00 |
| 001 | 031200 | 541500 | Police | AUTOMOTIVE REPAIRS | 14,040.00 |
| 001 | 071100 | 515501 | Recreation | SKATE PARK ATTENDANTS (5P/T | 5,000.00 |
| 001 | 071400 | 515605 | Recreation | SECURITY GUARDS (2P/T) | 2,000.00 |
| 001 | 073105 | 515500 | Recreation | PERSONAL SERVICES P/T | 2,000.00 |
| 001 | 081600 | 511500 | Sanitation | PERSONAL SERVICES (3 P/T) | 2,000.00 |
| 001 | 081600 | 512500 | Sanitation | OVERTIME | 4,079.00 |
| 001 | 090550 | 585510 | Undistributed | MTA TAX - POLICE UNIFORM | 40,000.00 |
| 001 | 090650 | 584100 | Undistributed | POLICE UNIFORM-DENTAL,HOSPI | 100,000.00 |
| 001 | 090650 | 584500 | Undistributed | POLICE, NON-UNIFORM HOSPITA | 13,700.00 |

TOWN OF RIVERHEAD

Resolution # 835

AMBULANCE DISTRICT

BUDGET ADJUSTMENT

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, as per Resolution # 793 adopted 11/18/2014 a budget adjustment is necessary for the emergency repair to the ambulance.

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

| | <u>FROM</u> | <u>TO</u> |
|--|--------------------|------------------|
| 120.045400.543925 Riverhead Volunteer Ambulance Contract | 6,000 | |
| 120.045400.541500 Motor Vehicle Maintenance | | 6,000 |

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

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 836

ADOPTION OF A CREDIT CARD POLICY

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, the Town of Riverhead elects to implement a Credit Card Policy.

NOW, THEREFORE, BE IT RESOLVED, that the Town of Riverhead's Credit Card Policy is hereby adopted.

RESOLVED, that the Town Clerk shall provide a copy of this resolution to the Financial Administrator; and

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

THE VOTE

Giglio Yes No

Gabrielsen Yes No

Wooten Yes No

Dunleavy Yes No

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD CREDIT CARD POLICY

I. PURPOSE

The purpose of this policy is to establish guidelines and procedures for the use of Town issued credit cards for Town purchases.

II. OVERVIEW

The primary objective of the credit card policy is to establish guidelines for cardholders that have been issued Town Credit cards for the purpose of purchasing goods and/or services as required based on their job position with the Town and to ensure that the procurement with credit cards is accomplished in accordance with the policy and procedures established by the Town of Riverhead.

III. PROCEDURE

A. Issuance of Credit Cards

The Office of the Financial Administrator will oversee the issuance of credit cards in accordance with the policy and in conjunction with the Town Department Heads. The Financial Administrator shall maintain an up-to-date, written list of the names, positions (titles) and credit card account numbers for all cards issued.

1. Credit cards will be issued to department heads based on recommendation of the Financial Administrator and subject to the approval of the Town Board.
2. Credit cards will be subject to lowest appropriate limits and may be adjusted based upon the employee's position, job responsibilities and as necessary to accommodate specific purchases, however, any increase in the limit of the card shall be subject to approval by the Town Board.
3. Where appropriate, Credit Card purchases must be accompanied by a purchase order and the prior approval of the card holder.

B. Use of the Credit Card

1. Primary purpose for a credit card is for emergency purchases, purchases that can only be secured with a credit card (ex. Internet purchases), deposits for securing events in which a purchase order is not accepted. Credit cards will be used only for business purposes. Personal purchases of any type are not allowed.
2. The credit card is to be used in the conduct of the Town's business only. The use of a Town credit card to acquire or purchase goods and services for other than official use of the Town is strictly forbidden and considered fraudulent

use and may subject the employee to disciplinary action up to and including dismissal and/or criminal prosecution.

3. The use of a town-issued credit card shall in all respects be consistent with applicable laws and regulations, as well as guidance issued by the New York State Comptroller.

C. Unauthorized Credit Card Use

1. The credit card SHALL NOT BE USED for including but not limited to the following:
 - a. Personal purchases or identification.
 - b. A purchase that exceeds the Purchaser/Cardholder's single, daily, and/or monthly purchase limit.
 - c. Cash advances.
 - d. Purchase of alcohol or tobacco products
 - e. Controlled substances
 - f. Capital equipment and upgrades over \$5,000
 - g. Construction, renovation, or installation
 - h. Items or services on term contracts
 - i. Maintenance agreements
 - j. Personal items or loans
 - k. Purchases involving trade-in of Town property
 - l. Telephones, related equipment, or services
 - m. Any other items deemed inconsistent with the Town's Procurement Policy
2. A Purchaser/Cardholder who makes unauthorized purchases will be liable for the total dollar amount of such unauthorized purchases, plus any administrative fees charged by the Bank or card company in connection with the misuse. The purchaser/Cardholder will also be subject to disciplinary action, which may include termination.

D. Security

It is the cardholder's responsibility to immediately notify the Town of a lost or stolen card. Failure to do so will result in disciplinary actions and/or revocation.

E. Separation

1. Prior to separation from employment from the Town of Riverhead, the Cardholder shall surrender the credit card held in their name if not already in the custody of the Town. It will immediately be shut down by the Financial Administrator.

F. Revocation of Credit Card Privileges

1. The issuance of a credit card to an employee is done at the discretion of the Town Board.
2. Failure to comply with proper record keeping procedures as outlined in this policy will be cause to revoke the employee's credit card privilege.
3. Repeated loss or theft of any issued credit card will be cause to revoke the employee's credit and privilege. Failure to immediately report the theft/loss of a card upon discovery may also lead to revocation of the credit card privilege.

EMPLOYEE ACKNOWLEDGMENT FORM

I have received a copy of the Town's Credit Card Use Policy adopted by the Town Board on December _____, 2014. I agree to review the policy and abide by it at all times. I understand that questions about the policy should be directed to the Financial Administrator or Office of the Supervisor.

Name of Employee (Please Print)

Employee's Signature/Date

TOWN OF RIVERHEAD

Resolution # 837

HOME INVESTMENT PARTNERSHIP GRANT PROGRAM

BUDGET ADOPTION

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, \$ 45,000 has been awarded from the US Department of Housing and Urban Development to Home Investment Partnership to contribute a portion toward the repairs and reconstruction of HOME funds of affordable housing; and

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

| | | <u>FROM</u> | <u>TO</u> |
|--------------------------|------------------|--------------------|------------------|
| 099.084989.493000.44032 | HUD – HOME Grant | 45,000.00 | |
| 099.086680. 540000.44032 | Home Improvement | | 45,000.00 |

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

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 838

RATIFIES APPOINTMENT OF STUDENT INTERN TO THE ACCOUNTING DEPARTMENT

Councilman Dunleavy offered the following resolution,

which was seconded by Drop Down for Councilperson

WHEREAS, the need for Student Interns exists in the Accounting Department,
and

WHEREAS, the recommendation of the Financial Administrator has been received,

NOW THEREFORE BE IT RESOLVED, that effective December 15, 2014 through January 16, 2015 Kate Boden is hereby appointed to the position of Student Intern II at the hourly rate of \$10.50.

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 839

RATIFIES APPOINTMENT OF STUDENT INTERN TO THE ACCOUNTING DEPARTMENT

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, the need for a Student Intern exists in the Accounting Department,
and

WHEREAS, the recommendation of the Financial Administrator has been received,

NOW THEREFORE BE IT RESOLVED, that effective December 15, 2014 through January 16, 2015 Marisa James is hereby appointed to the position of Student Intern I assigned to the Accounting Department at the hourly rate of \$10.00.

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 840

**AWARDS BID – CONTROL VALVE MAINTENANCE AND
REPAIR SERVICES CONTRACT–
RIVERHEAD WATER DISTRICT**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, the Riverhead Town Board by previous resolution number 698 adopted at its meeting of 10/7/14 awarded the contract for Control Valve Maintenance and Repair Services, and

WHEREAS, the award stated that the contract would require a performance bond, and

WHEREAS, the Superintendent of the District has advised that it is in the best interest of the District to require a maintenance bond rather than a performance bond.

NOW, THEREFORE, BE IT RESOLVED, that resolution number 698 be and hereby is amended to replace the requirement of a performance bond with the requirement of a maintenance bond and all other terms and conditions of said resolution are hereby ratified and confirmed, and be it further

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 841

ABOLISHES THE POSITION OF TOWN PLANNING DIRECTOR

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

NOW, THEREFORE, BE IT RESOLVED, that this Town Board hereby abolishes the position of Town Planning Director effective December 31, 2014.

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

THE VOTE

Giglio Yes No

Gabrielsen Yes No

Wooten Yes No

Dunleavy Yes No

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 842

ACCEPTS THE RESIGNATION OF A HOMEMAKER

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Town has received written notification from Linda Carr, a Homemaker at the Riverhead Town Seniors Center, indicating her intent to resign effective October 29, 2014.

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

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 843

ACCEPTS THE RESIGNATION OF AN ACCOUNT CLERK TYPIST

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, the Town has received written notification from Suzanne McEvoy, an Account Clerk Typist at the Riverhead Town Seniors Center, indicating her intent to resign effective December 2, 2014.

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

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 844

**RATFIES THE APPOINTMENT OF A TEMPORARY CLERK
TO THE TAX RECEIVER'S OFFICE**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, This Town Board recognizes that the need to provide additional clerical personnel to the Office of the Receiver of Taxes to assist in the processing of tax money.

NOW, THEREFORE, BE IT RESOLVED, that Madison Messina be and is hereby appointed as temporary part-time clerk effective December 15, 2014 through February 2, 2015 at the hourly rate of \$10.25.

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 845

AWARDS BID FOR AUTO AND TRUCK REPAIRS

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

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

WHEREAS, 2 bids were received and opened at 2:05 pm on November 20, 2014 at Town Hall, 200 Howell Avenue, Riverhead, New York, the date, time and place given in the Notice to Bidders.

WHEREAS, SUFFOLK COUNTY BRAKE agreed that they do not do the repair work we require for the automobiles and light trucks, i.e. factory wiring and airbag assemblies,

NOW THEREFORE BE IT RESOLVED, that the bid for **AUTO AND TRUCK REPAIRS** for the Town of Riverhead be and hereby is, awarded to **RIVERHEAD MOTORS (Discount 35%; Labor rate \$85.00/hour)** for automobile and light truck repairs and to **SUFFOLK COUNTY BRAKE(Discount 25%; Labor rate \$79.50/hour)** for heavy truck repairs.

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 846

AWARDS BID FOR PAINT

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

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

WHEREAS, 3 bids were received and opened at 2:05 am on NOVEMBER 25, 2014 at Town Hall, 200 Howell Avenue, Riverhead, New York, the date, time and place given in the Notice to Bidders.

NOW THEREFORE BE IT RESOLVED, that the bid for **PAINT** for the Town of Riverhead be and hereby is, awarded to the following vendors: **RIVERHEAD BUILDING SUPPLY** (ITEMS 11, 17, 21, 28, 29, 35, 36, 37, 39, 40, 42, 44-47, 51-62, 64); **HOME DEPOT** (ITEMS 1-10, 12-16, 22-27, 30-33, 34, 38, 41, 43, 48, 63, 65, 66, 67); **JOHN DEERE** (ITEM 19). Sheets 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

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

The Resolution Was Thereupon Duly Declared Adopted

| | | HOME DEPOT | | | | RBS | | JOHN DEERE | |
|--------|---|------------|-------------|------------|------------|----------------|------------|------------|------------------------------|
| ITEM # | DESCRIPTION | UNIT | PACKAGE | BRAND NAME | UNIT PRICE | BRAND | UNIT PRICE | BRAND | UNIT PRICE |
| 1 | SUPER PAINT STAIN WHITE #A89w1151 (OR EQUAL) | GALLONS | 4 GALLON | PPG/GLIDEN | \$19.98 | PITTSBURGH | \$45.07 | | NO BID |
| 2 | ONE COAT SELF PRIMING HOUSE PAINT - ASST. COLORS-BM 103 OR APPROVED EQUAL | GALLONS | 4 GALLON/CS | PPG/GLIDEN | \$21.18 | PITTSBURGH | \$28.91 | | NO BID |
| 3 | OIL BASE HOUSE PAINT EXTERIOR - ASST. COLORS-BM 110 OR APPROVED EQUAL | GALLONS | 4 GALLON/CS | PPG/GLIDEN | \$30.89 | PPG | \$38.62 | | NO BID |
| 4 | EXTERIOR TRIM LATEX ENAMEL - ASST. COLORS-BM096 OR APPROVED EQUAL | GALLONS | 4 GALLON/CS | PPG/GLIDEN | \$21.58 | PITTSBURGH | \$28.91 | | NO BID |
| 5 | ALKYD GLOSS SASH & TRIM ENAMEL - ASST. COLORS=BM 110 OR APPROVED EQUAL | GALLONS | 4 GALLON/CS | PPG/GLIDEN | \$27.58 | PPG | \$38.62 | | NO BID |
| 6 | ROYAL ONE COAT CEILING WHITE-BM 258 OR APPROVED EQUAL | GALLONS | 4 GALLON/CS | PPG/GLIDEN | \$9.58 | PITTSBURGH | \$18.80 | | NO BID |
| 7 | ROYAL ONE COAT INTERIOR LATEX - ASST. COLORS- BM 215 OR APPROVED EQUAL | GALLONS | 4 GALLON/CS | PPG/GLIDEN | \$20.38 | PITTSBURGH | \$32.08 | | NO BID |
| 8 | ROYAL LATEX SEMI-GLOSS - ASST. COLORS- BM 333 OR APPROVED EQUAL | GALLONS | 4 GALLON/CS | PPG/GLIDEN | \$21.98 | PITTSBURGH | \$35.01 | | NO BID |
| 9 | ROYAL ALKYD SEMI-GLOSS - ASST. COLORS- BM-207 OR APPROVED EQUAL | GALLONS | 4 GALLON/CS | PPG/GLIDEN | \$31.00 | PPG INDUSTRIAL | \$35.67 | | NO BID |
| 10 | INTERIOR VINYL LATEX - FLAT- BM 275 OR APPROVED EQUAL | GALLONS | 4 GALLON/CS | PPG/GLIDEN | \$24.27 | PPG | \$18.14 | | NO BID |
| 11 | INTERIOR VINYL LATEX - GLOSS- BM 276 OR APPROVED EQUAL | GALLONS | 4 GALLON/CS | PPG/GLIDEN | \$31.08 | PPG SPEEDHIDE | \$23.52 | | NO BID |
| 12 | EXTERIOR VINYL LATEX - FLAT- BM-171 OR QPPROVED EQUAL | GALLONS | 4 GALLON/CS | PPG/GLIDEN | \$21.58 | PPG | \$28.81 | | NO BID |
| 13 | EXTERIOR VINYL LATEX - SEMI-GLOSS- BM -170 OR APPROVED EQUAL | GALLONS | 4 GALLON/CS | PPG/GLIDEN | \$27.58 | PPG | \$28.91 | | NO BID |
| 14 | EXTERIOR VINYL LATEX - GLOSS- BM M 28 OR APPROVED EQUAL | GALLONS | 4 GALLON/CS | PPG/GLIDEN | \$23.18 | PPG | \$35.01 | | NO BID |
| 15 | MASONRY ENAMEL - GLOSS- BM M22 OR APPROVED EQUAL | GALLONS | 4 GALLON/CS | PPG/GLIDEN | \$23.18 | PPG | \$35.01 | | NO BID |
| 16 | PORCH & DECK ENAMEL- BM 112 OR APPROVED EQUAL | GALLONS | 4 GALLON/CS | PPG/GLIDEN | \$19.55 | PITTSBURGH | \$44.39 | | NO BID |
| 17 | EXTERIOR WOOD STAIN OLYMPIC OR APPROVED EQUAL | GALLONS | 4 GALLON/CS | PPG/GLIDEN | \$31.08 | OLYMPIC | \$26.51 | | NO BID |
| 18 | WOOD PRESERVATIVE/WATERPROOFING, THOMPSON WOOD PROTECTOR OR APPROVED EQUAL | GALLONS | 4 GALLON/CS | PPG/GLIDEN | \$13.00 | THOMPSON | \$26.77 | | NO BID |
| 19 | FIELD MARKING PAINT, LATEX (5 GAL. CONTAINER)OR APPROVED EQUAL | GALLONS | | | \$7.93 | PPG | \$57.08 | | \$6.50 GALLON (5 GAL.BUCKET) |
| 20 | AUTOMOTIVE PAINT (OMAHA ORANGE) OR APPROVED EQUAL | GALLONS | NO BID | NO BID | NO BID | NO BID | | | NO BID |
| | RUSTOLEUM PRODUCTS | GALLONS | | | | | | | NO BID |
| 21 | SPRAY - ASST. COLORS (SPECIFY OZ./CAN 11.5) 5 STAR | GALLONS | 12 OZ. | RUSTOLEUM | \$3.87 | RUSTOLEUM | \$3.44 | | NO BID |
| 22 | RUSTY METAL PRIMER RUST X | | 1 GALLON | RUSTOLEUM | \$31.98 | GALLON | \$38.90 | | NO BID |
| 23 | NEW METAL PRIMER | GALLONS | 32 OZ. | RUSTOLEUM | \$8.46 | RUSTOLEUM | \$38.90 | | NO BID |
| 24 | RUSTOLEUM - ASST. COLORS | GALLONS | 1 GALLON | RUSTOLEUM | \$31.98 | RUSTOLEUM | \$38.90 | | NO BID |
| | WOOD PRESERVATIVE PRODUCTS | | | | | | | | |
| 25 | C-W-F CLEAR OR APPROVED EQUAL | GALLONS | 1 GALLON | FLOOD | \$15.18 | CWF | \$22.72 | | NO BID |
| 26 | THOMPSON'S WATER SEAL - CLEAR OR APPROVED EQUAL | GALLONS | 1 GALLON | THOMPSONS | \$13.00 | THOMPSON | \$20.26 | | NO BID |
| 27 | WOOD PRESERVATIVE/STAIN (EXTERIOR), WOODLIFE PRESERVATIVE OR APPROVED EQUAL | GALLONS | 1 GALLON | RUSTOLEUM | \$17.00 | CWF | \$24.81 | | NO BID |

| | | HOME DEPOT | | | | RBS | | JOHN DEERE | |
|--------|---|---------------|----------|------------|------------|-------------------|--------------------------|------------|------------|
| ITEM # | DESCRIPTION | UNIT | PACKAGE | BRAND NAME | UNIT PRICE | BRAND | UNIT PRICE | BRAND | UNIT PRICE |
| 28 | THOMPSON WATER SEAL – SOLID COLORS OR APPROVED EQUAL | GALLONS | 1 GALLON | THOMPSONS | \$28.97 | THOMPSON | \$18.27 | | NO BID |
| 29 | THOMPSON WATER SEAL – SEMI-GLOSS OR APPROVED EQUAL | GALLONS | 1 GALLON | | | THOMPSON | \$16.06 | | NO BID |
| 30 | MINWAX WOOD PRESERVATIVE/STAIN INTERIOR, (ASST. COLORS), 200 SERIES OR APPROVED EQUAL | GALLONS | 1 GALLON | MINWAX | \$29.26 | MINWAX | \$32.95 | | NO BID |
| 31 | MINWAX INTERIOR GLOSS POLYURETHANE OR APPROVED EQUAL | GALLONS | 1 GALLON | MINWAX | \$36.96 | MINWAX | \$54.58 | | NO BID |
| 32 | MINWAX INTERIOR SATIN POLYURETHANE OR APPROVED EQUAL | GALLONS | 1 GALLON | MINWAX | \$36.96 | MINWAX | \$54.58 | | NO BID |
| 33 | MINWAX EXTERIOR GLOSS POLYURETHANE OR APPROVED EQUAL | GALLONS | 1 GALLON | MINWAX | \$46.00 | MINWAX | \$49.44 | | NO BID |
| | PAINT PRODUCTS | GALLONS | 1 GALLON | | | | | | NO BID |
| 34 | MINWAX EXTERIOR SATIN POLYURETHANE OR APPROVED EQUAL | GALLONS | 1 GALLON | MINWAX | \$36.96 | MINWAX | \$49.44 | | NO BID |
| 35 | VARATHANE GLOSS WATER BASE OR APPROVED EQUAL | GALLONS | 1 GALLON | MINWAX | \$36.96 | VARATHANE | \$47.84 | | NO BID |
| 36 | VARATHANE SATIN WATER BASE OR APPROVED EQUAL | GALLONS | | | | VARATHANE | \$44.86 | | NO BID |
| 37 | VARATHANE GLOSS OIL BASE OR APPROVED EQUAL | GALLONS | 1 GALLON | MINWAX | \$46.00 | VARATHANE | \$37.19 | | NO BID |
| 38 | VARATHANE SATIN OIL BASE OR APPROVED EQUAL | GALLONS | 1 GALLON | | \$30.97 | VARATHANE | \$35.89 | | NO BID |
| 39 | PITTSBURGH SPEEDHIDE EGGSHELL (OR APPROVED EQUAL) | 5 GALLON CANS | 5 GALLON | | \$30.97 | PPG SPEEDHIDE | \$107.56 | | NO BID |
| 40 | PITTSBURGH (OR APPROVED EQUAL) SPEEDHIDE EGGSHELL | 1 GALLON CANS | 1 GALLON | | \$21.51 | PPG | \$21.51 | | NO BID |
| 41 | PITTSBURGH SPEEDHIDE EGGSHELL (OR APPROVED EQUAL) | 1 GALLON CANS | 1 GALLON | | \$11.18 | PPG | \$21.51 | | NO BID |
| 42 | PITTSBURGH SEMI GLOSS (OR APPROVED EQUAL) | 5 GALLON CANS | 5 GALLON | | \$11.18 | PPG SPEEDHIDE | \$113.71 | | NO BID |
| 43 | PITTSBURGH SEMI GLOSS (OR APPROVED EQUAL) | 1 GALLON CANS | 1 GALLON | | \$10.06 | PPG | \$23.52 | | NO BID |
| 44 | 2 PART EPOXY A | GALLONS | NO BID | | \$11.18 | PPG AQUAPON | \$55.70 | | NO BID |
| 45 | 2 PART EXPOXY B | GALLONS | NO BID | | NO BID | PPG AQUAPON | \$38.90 | | NO BID |
| 46 | AQUAPON 09/3/01 (OR APPROVED EQUAL) | GALLONS | 1 GALLON | | NO BID | AQUAPON WATERBASE | \$63.90 | | NO BID |
| 47 | AQUAPON 98-98/01 GLOSS PART B (OR APPROVED EQUAL) | GALLONS | 1 GALLON | | NO BID | AQUAPON WATERBASE | \$48.42 | | NO BID |
| 48 | LOXON XP WATERPROOFING SYSTEM A 24 SERIES (OR APPROVED EQUAL) | GALLONS | 1 GALLON | | \$16.76 | PPG | \$30.93 | | NO BID |
| 49 | LOXON ANTI-GRAFFITI COATING, CLEAR, B97C150 (OR APPROVED EQUAL) | GALLONS | 1 GALLON | | NO BID | NO BID | NO BID | | NO BID |
| 50 | WATERPROOFING COATING, EXTRA WHITE, A24W451 (OR APPROVED EQUAL) | GALLONS | 1 GALLON | | \$16.76 | PPG PERMACRETE | \$30.93 | | NO BID |
| | SUNDRIES LIST | | | | | | | | NO BID |
| 51 | STRAIGHT BRUSHES FOR LATEX PAINT – 1-1/2";2";2-1/2";3"; 3-1/2";4" | EACH | EACH | LINDZER | \$5.47 | WOOSTER | 1.91,2.39,3.73,4.30,6.40 | | NO BID |
| 52 | ANGLED BRUSHES FOR LATEX (SAME SIZES AS ABOVE) | EACH | EACH | LINDZER | \$5.47 | WOOSTER | 2.63,3.15,4.79 | | NO BID |
| 53 | STRAIGHT BRUSHES FOR OIL BASED PAINT (SAMES SIZES) | EACH | EACH | LINDZER | \$7.87 | WOOSTER | 2.04,2.45,3.67,4.56,6.42 | | NO BID |
| 54 | ANGLED BRUSHES FOR OIL BASED PAINT | EACH | EACH | LINDZER | \$6.67 | WOOSTER | 2.32,3.04,4.56 | | NO BID |
| 55 | 9" ROLLERS | EACH | NO BID | LINDZER | \$5.47 | WOOSTER | \$2.83 | | NO BID |
| 56 | LARGE ROLLER PANS, DEEP | EACH | EACH | LINDZER | \$6.67 | WOOSTER | \$2.79 | | NO BID |

TOWN OF RIVERHEAD

Resolution # 847

APPOINTS A RECREATION AIDE TO THE RECREATION DEPARTMENT

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

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

NOW THEREFORE BE IT RESOLVED, that effective December 19th , 2014, this Town Board hereby appoints Kimberlyn Ligon to the position of Call-In Recreation Aide I, Level 1 to be paid the rate of \$8.00 per hour to the Recreation Department and

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 848

APPOINTS A RECREATION AIDE TO THE RECREATION DEPARTMENT

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

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

NOW THEREFORE BE IT RESOLVED, that effective December 19th ,2014, this Town Board hereby appoints Kate McCarney to the position of Call-In Recreation Aide I, Level 1 to be paid the rate of \$8.00 per hour to the Recreation Department and

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 849

APPOINTS CALL-IN PERSONNEL FOR THE RIVERHEAD RECREATION DEPARTMENT

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

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

NOW THEREFORE BE IT RESOLVED, that effective December 20, 2014 this Town Board hereby appoints the attached list of call-in recreation personnel

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

RIVERHEAD RECREATION DEPARTMENT APPOINTMENTS

12/16/14 TOWN BOARD MEETING

| <u>Last</u> | <u>First</u> | <u>Title</u> | <u>Level</u> | <u>Start Date</u> | <u>End Date</u> | <u>Salary</u> |
|-------------|--------------|------------------------|--------------|-------------------|-----------------|---------------|
| Blank | Rachel | Call-In Rec Aide I | 4 | 12/20/14 | 5/15/15 | \$9.40 |
| Harden | Jordan | Call-In Rec Aide II | 8 | 12/20/14 | 5/15/15 | \$11.95 |
| Horton | Rosaleigh | Call-In Rec. Leader II | 6 | 12/20/14 | 5/15/15 | \$14.85 |
| Morgan | Darius | Call-In Rec Aide II | 3 | 12/20/14 | 5/15/15 | \$10.30 |
| Stephenson | Kyle | Call-In Rec. Leader II | 9 | 12/20/14 | 5/15/15 | \$16.25 |

Kelly: Rec staff.school.recess.prgs.

TOWN OF RIVERHEAD

Resolution # 850

ADOPTS A LOCAL LAW TO AMEND CHAPTER 106
ENTITLED "WATERWAYS" OF THE RIVERHEAD TOWN CODE

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Town Clerk was authorized to publish and post a public notice to hear all interested persons to consider a local law amending Chapter 106, entitled "Waterways" of the Town Code of the Code of the Town of Riverhead ("Town Code"); and

WHEREAS, a public hearing was held on the 2nd day of December, 2014 at 2:05 o'clock p.m. at the Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, the date, time and place specified in said public notice, and all persons wishing to be heard were heard; and

WHEREAS, the Riverhead Planning Department has reviewed the submission and recommended it be considered a Type II action pursuant to 6NYCRR Part 617.5(c) (20) & (27) as routine or continuing administration and management and the adoption of policies in connection therewith; and

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

NOW THEREFORE BE IT RESOLVED, that the Town Board declares itself to be the lead agency for purposes of amending Chapter 106 entitled, "Waterways" of the Town Code and hereby classifies same to be a Type II action for purposes of SEQR compliance; and be it further

RESOLVED, that the Town Board be and hereby, adopts the local law amending Chapter 106 entitled, "Waterways" of the Town Code as specified in the attached notice of adoption; and be it further

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

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

THE VOTE

Giglio Yes No
Wooten Yes No

Gabrielsen Yes No
Dunleavy Yes No

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

PLEASE TAKE NOTICE, that the Town Board of the Town of Riverhead adopted a local law amending Chapter 106 entitled "Waterways" of the Riverhead Town Code at its regular meeting held on December 2, 2014. **Be it enacted** by the Town Board of the Town of Riverhead as follows:

CHAPTER 106
WATERWAYS

Article III Anchoring and Abandoned Vessels

§ 106-8. Operation; speed; reckless operation; areas restricted to electric motor.

I. No person shall use a boat equipped or operated with ~~an outboard~~ any gasoline motor in excess of 10 horsepower on the Peconic River, west of the dam in Grangebel Park.

J. No person shall use a boat equipped or operated with any electric motor in excess of 10-horsepower on the Peconic River, west of the dam in Grangebel Park.

J. K. No person shall operate (start/run) or permit to be operated a motorboat, other than an electric motor to propel a motorboat, on the Peconic River, including water areas in and/or on the waters designated as the Peconic Lake (formerly known as "Forge including water areas in and/or on the waters designated as the Peconic Lake (formerly known as "Forge Pond") and extending to the Grangebel Dam (westerly side of Peconic Avenue). This restriction shall not apply to emergency personnel in the performance of emergency activities that are necessary to protect the public health, safety and welfare and in furtherance of activities pursuant to a lawfully issued permit.

~~K. L~~ The area described ~~immediately~~ in subsections I, J and K above shall be marked with signs and/or buoys.

- Underscore indicates additions
- Overstrike indicates deletions

Dated: Riverhead, New York
December 16, 2014

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

TOWN OF RIVERHEAD

Resolution # 851

**ADOPTS A LOCAL LAW TO AMEND CHAPTER 108 ENTITLED
"ZONING" OF THE CODE OF THE TOWN OF RIVERHEAD**

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

WHEREAS, the Town Clerk was authorized to publish and post a public notice to hear all interested persons to consider a local law amending Chapter 108 entitled, "Zoning" of the Riverhead Town Code ("Town Code"); and

WHEREAS, the Riverhead Planning Department has reviewed the proposed amendment and recommended that it be considered a Type II action pursuant to 6 NYCRR §§617.5 (c) (20) and (27) as an action involving routine or continuing agency administration and management and the adoption of policies in connection therewith; and

WHEREAS, pursuant to 6 NYCRR §617.3 (f), §617.5 (a) and §617.6(a)(1)(i), the agency SEQR responsibilities end with such designation with no determination of significance being necessary; and

WHEREAS, a public hearing was held on the 5th day of November, 2014 at 2:20 o'clock p.m. at the Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, the date, time and place specified in said public notice, and all persons wishing to be heard were heard.

NOW THEREFORE BE IT RESOLVED, that the Town Board be and hereby, declares the amendment of Chapter 108 to be a Type II action for the purposes of SEQR compliance; and be it further

RESOLVED that the Town Board of the Town of Riverhead, be and hereby, adopts the local law amending Chapter 108 entitled "Zoning" as specified in the attached notice of adoption; and be it further

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

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD
NOTICE OF ADOPTION**

PLEASE TAKE NOTICE, that the Town Board of the Town of Riverhead adopted a local law amending the Chapter 108 entitled "Zoning" of the Code of the Town of Riverhead ("Riverhead Town Code"), at its regular meeting held on November 18, 2014.

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

CHAPTER 108
Zoning

Article XIII: Supplementary Use Regulations

§ 108-64 Prefabricated dwellings.

No building or other structure which is prefabricated or which is constructed, manufactured, built or fabricated at a place other than the site on which it is to be located or used shall be used as a dwelling, except in a mobile home park or travel trailer park and except as an agricultural dwelling under § 108-64.4 of this chapter, unless:

- A. It complies with the provisions of the laws, ordinances, rules and regulations of all governmental entities having jurisdiction over the subject property.
- B. It is affixed to the site by means of a permanent foundation.
- ~~C. It shall have been authorized by a special permit of the Board of Appeals as hereinafter provided in § 108-76 of this chapter. In the case of a petition for a special permit for prefabricated dwelling(s) relating to a filed subdivision map, the Zoning Board of Appeals may approve any number of special permits for structures to be constructed upon lots within the subject subdivision subsequent to a single petition and hearing, provided that the appropriate filing fee has been collected for each lot to receive a special permit.~~
- D. C. It is a temporary trailer (prefabricated dwelling). Notwithstanding Subsections A through C ~~B~~ above, there shall be permitted the installation of a trailer (prefabricated dwelling) in which a family or individuals may live in a residential or agricultural zone under the following circumstances:
 - (1) The trailer (prefabricated dwelling) must be for the temporary use and occupation of an individual or group of individuals whose residence has either been so damaged by fire or by some act of God as to render the residence uninhabitable or whose principal residence is being remodeled on a property utilized for agriculture.
 - (2) The trailer (prefabricated dwelling) must be placed on the same lot as the house which is being rebuilt or on a contiguous parcel with the owner's consent.
 - (3) A permit shall be obtained from the Building Department within 72 hours of

placing the trailer (prefabricated dwelling) on a lot. The fee for the permit shall be \$50.

- (4) A certificate of occupancy shall be obtained from the Building Department within 21 days of placing the trailer (prefabricated dwelling) on a lot.
- (5) Such trailer shall be permitted to remain on a lot for six months with one six-month extension upon application to the Zoning Board of Appeals. No further extensions are permitted and it shall be mandatory that the trailer be removed at the end of the time permitted. If the trailer is not removed, there shall be a fine of \$15 per day on the owner of the trailer for each day that it remains beyond the time limit. If the trailer remains in violation for more than 10 days, the Building and Zoning Administrator or Building Inspector or his representative may, after notifying the owner of said trailer in person or by letter, return receipt requested, cause the trailer to be removed. The expense of such removal and any storage charges resulting shall be paid by the owner of the trailer, and, if said cost is not paid within 10 days of notification to the owner, the Building and Zoning Administrator may advertise the public sale of the trailer (prefabricated dwelling) in the official paper of the Town and sell it to the highest bidder. The moneys realized from the sale shall be applied to any fines outstanding and to reimburse the Town for any expense incurred in moving and storing the trailer (prefabricated dwelling). If there shall be any excess, it shall be remitted to the former owner of the trailer (prefabricated dwelling).

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

Dated: Riverhead, New York
November 18, 2014

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

DIANE M. WILHELM, Town Clerk

TOWN OF RIVERHEAD

Resolution # 852

APPOINTS SUB REGISTRAR IN THE TOWN CLERK’S OFFICE

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, local registrars have statutory authority to appoint sub registrars to facilitate the timely registration of deaths and issuance of burial transit permits outside of normal business hours when needed; and

WHEREAS, Muriel Froehlich, who retired on October 30, 2010 for her position as Senior Clerk Typist in the Town Clerk’s Office, previously held the position of Town Sub Registrar; and

WHEREAS, the Town Clerk has requested and recommended that Carol Del Vecchio, Account Clerk Typist in the Town Clerk’s Office, be appointed in place and instead of Muriel Froehlich as the Town Sub Registrar.

NOW, THEREFORE, BE IT RESOLVED, that Carol Delvecchio is hereby appointed to the position of Town Sub Registrar for a four year term effective January 1, 2015; and be it further

RESOLVED, that Carol Del Vecchio shall be entitled to the annual compensation of \$300.00 for said position; and

RESOLVED, that Carol Del Vecchio is hereby directed to file her Oath of Office with the Suffolk County Clerk pursuant to Section 4123 of the Public Health Law; and be it further

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 853

AUTHORIZES THE TOWN SUPERVISOR TO EXECUTE DWI ENFORCEMENT AGREEMENT BETWEEN THE COUNTY OF SUFFOLK AND THE TOWN OF RIVERHEAD (STOP DWI PROGRAM)

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, funding is available from the Suffolk County STOP DWI program;
and

WHEREAS, the Riverhead Police Department has applied for this funding that will allow them to increase enforcement crackdown of DWI laws within the Town of Riverhead; and

WHEREAS, the Town Supervisor has requested authorization from the Town Board to enter into these agreements with the County of Suffolk on behalf of the Town of Riverhead.

NOW, THEREFORE BE IT RESOLVED, that the Town Board hereby authorizes the Town Supervisor to sign the attached STOP DWI contract with the County of Suffolk for funding under "STOP-DWI Program" for purposes of local law enforcement crackdown covering a term from October 1, 2014 to September 30, 2015; and be it further

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

Contract

This Contract (“Contract”) is between the **County of Suffolk (“County”)**, a municipal corporation of the State of New York, acting through its duly constituted Department of Probation/STOP-DWI Program (“Department”), located at 395 Oser Avenue, Hauppauge, NY 11788; and

Town of Riverhead (“Contractor”), a Municipal Corporation, having an address at **200 Howell Avenue, Riverhead, New York 11901-2516.**

The Contractor has been designated to receive grant funds for STOP-DWI Enforcement Crackdowns (“Services”) as set forth more fully in Article I, entitled “Description of Services.”

Term of the Contract: October 1, 2014 through September 30, 2015.

Total Cost of the Contract: Shall not exceed \$26,672.00, to be paid as set forth in Articles V and VI, attached.

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

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

Town of Riverhead

By: _____
Name: _____
Title: _____
Fed. Tax ID #: 11-6001935
Date _____

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

Sign: _____ Date _____

Approved as to Form:
Dennis M. Brown
County Attorney

By: _____
Janet Ford
Assistant County Attorney
Date _____

COUNTY OF SUFFOLK

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

Approved:
Department

By: _____
Patrice Dlhopsky
Director
Date _____

List of Articles

| | Page # |
|--|--------|
| Article I | 5 |
| Description of Services..... | 5 |
| 1. Conflicting Provisions | 5 |
| Article II | 8 |
| Definitions | 8 |
| 1. Meanings of Terms | 8 |
| 2. Elements of Interpretation..... | 9 |
| Article III | 10 |
| General Terms and Conditions..... | 10 |
| 1. Contractor Responsibilities..... | 10 |
| a. Duties and Obligations..... | 10 |
| b. Qualifications, Licenses, and Professional Standards..... | 10 |
| c. Notifications..... | 10 |
| d. Documentation of Professional Standards | 10 |
| e. Credentialing..... | 10 |
| f. Engineering Certificate | 10 |
| 2. Termination..... | 10 |
| a. Thirty Days Termination..... | 10 |
| b. Event of Default; Termination on Notice | 11 |
| c. Termination Notice | 11 |
| d. Duties upon Termination | 11 |
| 3. Indemnification and Defense | 11 |
| 4. Insurance | 11 |
| 5. Independent Contractor..... | 12 |
| 6. Severability | 12 |
| 7. Merger; No Oral Changes | 12 |
| 8. Set-Off Rights | 12 |
| 9. Non-Discrimination in Services..... | 12 |
| 10. Nonsectarian Declaration | 13 |
| 11. Governing Law | 13 |
| 12. No Waiver..... | 13 |
| 13. Conflicts of Interest..... | 13 |
| 14. Cooperation on Claims | 13 |
| 15. Confidentiality | 13 |
| 16. Assignment and Subcontracting..... | 13 |
| 17. Changes to Contractor..... | 14 |
| 18. No Intended Third Party Beneficiaries..... | 14 |
| 19. Certification as to Relationships | 14 |
| 20. Publications..... | 15 |
| 21. Copyrights and Patents..... | 15 |
| a. Copyrights..... | 13 |
| b. Patents | 13 |
| 22. Arrears to County..... | 15 |

STOP DWI/High Visibility Enforcement

- 23. Lawful Hiring of Employees Law in Connection with Contracts for Construction or Future Construction..... 15
- 24. Certification Regarding Lobbying.....13
- 25. Record Retention 15
- 26. Notice..... 16

Article IV 17

Suffolk County Legislative Requirements 17

- 1. Contractor’s/Vendor’s Public Disclosure Statement 17
- 2. Living Wage Law..... 17
- 3. Use of County Resources to Interfere with Collective Bargaining Activities 17
- 4. Lawful Hiring of Employees Law..... 17
- 5. Gratuities..... 18
- 6. Prohibition Against Contracting with Corporations that Reincorporate Overseas 18
- 7. Child Sexual Abuse Reporting Policy 18
- 8. Non Responsible Bidder 19
- 9. Use of Funds in Prosecution of Civil Actions Prohibited..... 19
- 10. Youth Sports 19
- 11. Work Experience Participation..... 19
- 12. Safeguarding Personal Information of Minors 17
- 13. Suffolk County Local Laws Website Address 19

Article V 20

General Fiscal Terms and Conditions 20

- 1. General Payment Terms..... 20
 - a. Presentation of Suffolk County Payment Voucher 20
 - b. Voucher Documentation 20
 - c. Payment by County 20
 - d. Budget Modification 20
 - e. Budget and/or Services Revisions..... 20
 - f. Taxes 21
 - g. Final Voucher..... 21
- 2. Subject to Appropriation of Funds..... 21
- 3. Personnel Salaries, Pension and Employee Benefit Plans, Rules and Procedures..... 21
- 4. Accounting Procedures 21
- 5. Audit of Financial Statements..... 22
- 6. Financial Statements and Audit Requirements 22
- 7. Furniture, Fixtures, Equipment, Materials, Supplies 23
 - a. Purchases, Rentals or Leases Requiring Prior Approval 23
 - b. Purchase Practices/Proprietary Interest of County 23
 - c. County’s Right to Take Title and Possession 23
 - d. Inventory Records, Controls and Reports 23
 - e. Protection of Property in Contractor’s Custody..... 24
 - f. Disposition of Property in Contractor’s Custody..... 24
- 8. Lease or Rental Agreements 24
- 9. Statement of Other Contracts..... 24
- 10. Miscellaneous Fiscal Terms and Conditions 24
 - a. Limit of County’s Obligations 24

STOP DWI/High Visibility Enforcement

- b. Duplicate Payment from Other Sources..... 24
- c. Funding Identification..... 24
- d. Outside Funding for Non-County Funded Activities..... 24
- e. Potential Revenue 25
- f. Payments Contingent upon State/Federal Funding..... 25
- g. Denial of Aid..... 25
- h. Budget..... 25
- i. Payment of Claims..... 25
- j. Payments Limited to Actual Net Expenditures..... 25
- k. Travel, Conference, and Meeting Attendance: SOP A-07 Amendment 1 25
- l Salaries..... 26
- m. Salary Increases..... 26
- n. Contractor Vacancies 26
- o. No Limitation On Rights 26
- p. Comptroller’s Rules and Regulations 26

Article VI

Budget

List of Exhibits

- Exhibit A** NYS STOP-DWI Enforcement Crackdown Dates and Policies
(Grant Funding October 1, 2014 – September 30, 2015)
- Exhibit B** Enforcement Personnel Sheets (PS-1)
- Exhibit C** Detail Activity Sheet

Article I

Description of Services

Whereas, the County operates and conducts a program entitled STOP-DWI; and

Whereas, the State of New York Governor's Traffic Safety Committee has awarded \$269,775.00 in Federal Highway Safety pass-through funds ("**Grant**") to the New York State STOP-DWI Foundation for use by the Suffolk County STOP-DWI Program to fund high visibility road check patrols by the Suffolk County Police Department, Suffolk County Sheriff's Office and other local associated law enforcement agencies for the grant term of October 1, 2014 through September 30, 2015; and

Whereas, the New York State Governor's Traffic Safety Committee and the New York State STOP-DWI Foundation, Inc. entered into a Master Contract for the Grant ("**Grant Contract**") bearing New York State Comptroller's No. C002145; and

Whereas, \$113,688.00 of said grant funding will be used to fund high visibility road check/saturation patrols by associated law enforcement agencies located in Suffolk County Towns and Villages; and

Whereas, the Grant designated associated law enforcement agencies, including the Contractor, to receive funding thereunder to provide Services; and

Whereas, the Suffolk County Legislature accepted and appropriated the grant funding via Introductory Resolution Number 1909-2014.

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

1. Conflicting Provisions

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

2. Services

Contractor agrees to the following:

- a. All monies provided pursuant to this Contract shall be used to aid in increased DWI enforcement. In particular, these funds shall only be used to reimburse Contractor for High Visibility Road Checks/Saturation Patrols ("**Crackdowns**").
- b. Monies provided pursuant to this Contract will only be provided for Crackdowns occurring on specific crackdown dates. (See document entitled "**STOP-DWI Enforcement Crackdowns, Grant Funding October 1, 2014 – September 30, 2015,**" annexed hereto as Exhibit "A")

Line Item/Omnibus Grant

- c. Crackdown details must be cooperative, multi-agency efforts.
- d. All activities/expenses must be reported to the Suffolk County STOP-DWI Coordinator within 30 days of the detail on the form annexed hereto as Exhibit "B."
- e. Enforcement Personnel Sheets (PS-1) must be completed by Contractor and submitted to the Suffolk County STOP-DWI Coordinator within 30 days of the detail on the form annexed hereto as Exhibit "C."
- f. Contractor must submit a Detail Activity Sheet for each crackdown to the Suffolk County STOP-DWI Coordinator within 30 days of the detail on the form annexed hereto as Exhibit "D."
- g. Contractor agrees to issue a press release or conduct a press conference for each Crackdown detail for which you are receiving funds under this contract.
- h. This is a reimbursement program. The Contractor incurs the cost of the Services and is reimbursed by the County according to the approved budget. All costs must be documented and the reimbursement request must be in accordance with the terms and conditions of this Contract

3. Reports/Progress Meetings

The Contractor will be responsible for issuing timely reports, as requested by the Department, on the status of pending and proposed services provided under this Contract. The Department reserves the right to request such reports in written form or oral presentation. All written reports will also be made available to the County in electronic format. Depending upon the nature of services provided under this Contract, the County may require the parties meet in person; the meeting time, place and attendees shall be as mutually agreed upon by the parties.

4. Compliance with Grant Contract Provisions

The Contractor agrees to comply with all requirements applicable to it in the Grant Contract, if any, between the federal and/or State government(s) and the County and shall cooperate with the County in all respects necessary or appropriate to enable the County to comply with the requirements of such Grant Contract applicable to the County.

5. Actual Fringe Benefit Costs

Fringe benefits claims should be based on actual costs. However, if the contractor pays some or all fringe benefits on a quarterly, semiannual, or annual basis, it may make monthly claims for such fringe benefits based on an estimated percentage of each eligible individual's salary, except that the claim submitted for the last month of each Budget Period must include an adjustment for fringe benefit expense changing it from estimated to actual cost, or the Contractor may include such adjustment in its supplementary claim submitted not more than thirty (30) days after the end of the Budget Period. If such adjustment is not submitted with the claim for the last month of the Budget Period, the Department may place such claim in reserve pending receipt and audit of the fringe benefit adjustment claim. The County may recoup any overpayment from any subsequent claim, or the Contractor shall promptly repay to the

County any overpayment on demand. Furthermore, the Contractor agrees that all payments received by the Contractor for all items, including employee benefits, under this Agreement, are subject to adjustment as finally determined by audit, and that no indirect or overhead charges or any interest costs are to be included, unless specifically included in the Budget.

6. Payments Subject to Reporting

Contractor's failure to meet the reporting requirements set forth herein may result in a reduction in the total amount to be paid to the Contractor.

End of Text for Article I

**Rev. 8-12-14; Law No. 15-DWI-006
Line Item/Omnibus Grant**

**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.

**Rev. 8-12-14; Law No. 15-DWI-006
Line Item/Omnibus Grant**

“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

other term and provision of the Contract shall be valid and enforceable to the fullest extent permitted by law.

1. Contractor Responsibilities

a. Duties and Obligations

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

b. Qualifications, Licenses, and Professional Standards

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

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

c. Notifications

- i.) The Contractor shall immediately notify the County, in writing, of any disciplinary proceedings, commenced or pending, with any authority relating to a license held by any person necessary to qualify him, her, or the Contractor to perform the Services.
- ii.) In the event that a person is no longer licensed to perform the Services, the Contractor must immediately notify the County, but in no event shall such notification be later than five (5) days after a license holder has lost the license required to qualify the license holder or the Contractor to perform the Services.
- iii.) In the event that the Contractor is not able to perform the Services due to a loss of license, the Contractor shall not be reimbursed for the Services rendered after the effective date of termination of such license. Without limiting the generality of the foregoing, if any part of the Contract remains to be performed, and the termination of the license does not affect the Contractor's ability to render the Services, every

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.

Rev. 8-12-14; Law No. 15-DWI-006
Line Item/Omnibus Grant

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 26 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 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

Rev. 8-12-14; Law No. 15-DWI-006
Line Item/Omnibus Grant

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

**Rev. 8-12-14; Law No. 15-DWI-006
Line Item/Omnibus Grant**

- ii.) provide the Services to an individual that is different, or provided in a different manner, from those provided to others pursuant to the Contract; or
 - iii.) subject an individual to segregation or separate treatment in any matter related to the individual's receipt of the Services provided pursuant to the Contract; or
 - iv.) restrict an individual in any way from any advantage or privilege enjoyed by others receiving the Services provided pursuant to the Contract; or treat an individual differently from others in determining whether or not the individual satisfies any eligibility or other requirements or conditions which individuals must meet in order to receive the Services provided pursuant to the Contract.
- b. The Contractor shall not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, creed, color, national origin, sex, age, disability, sexual orientation, military status, or marital status, or have the effect of substantially impairing the Contract with respect to individuals of a particular race, creed, color, national origin, sex, age, disability, sexual orientation, military status, or marital status, in determining:
- i.) the Services to be provided; or
 - ii.) the class of individuals to whom, or the situations in which, the Services will be provided; or
 - iii.) the class of individuals to be afforded an opportunity to receive the Services.
- 10. Nonsectarian Declaration**
- The Services performed under the Contract are secular in nature. No funds received pursuant to the Contract shall be used for sectarian purposes or to further the advancement of any religion. The Services will be available to all eligible individuals regardless of religious belief or affiliation.
- 11. Governing Law**
- The Contract shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to conflict of laws. Venue shall be designated in the Supreme Court, Suffolk County, the United States District Court for the Eastern District of New York, or, if appropriate, a court of inferior jurisdiction in Suffolk County.
- 12. No Waiver**
- It shall not be construed that any failure or forbearance of the County to enforce any provision of the Contract in any particular instance or instances is a waiver of that provision. Such provision shall otherwise remain in full force and effect, notwithstanding any such failure or forbearance.
- 13. Conflicts of Interest**
- The Contractor shall not, during the Term, pursue a course of conduct which would cause a reasonable person to believe that he or she is likely to be engaged in acts that create a substantial conflict between its obligations under the Contract and its private interests. The Contractor is charged with the duty to disclose to the County the existence of any such adverse interests, whether existing or potential. This duty shall continue as long as the Term. The determination as to whether or when a conflict may potentially exist shall ultimately be made by the County Attorney after full disclosure is obtained.
- 14. Cooperation on Claims**
- The Contractor and the County shall render diligently to each other, without compensation, any and all cooperation that may be required to defend the other party, its employees and designated representatives, against any claim, demand or action that may be brought against the other party, its employees or designated representatives arising out of, or in connection with, the Contract.
- 15. Confidentiality**
- Any document of the County, or any document created by the Contractor and used in rendering the Services, shall remain the property of the County and shall be kept confidential in accordance with applicable laws, rules, and regulations.
- 16. Assignment and Subcontracting**
- a. The Contractor shall not delegate its duties under the Contract, or assign, transfer, convey, subcontract, sublet, or otherwise dispose of the Contract, or any of its right, title or interest therein, or its power to execute the Contract, or assign all or any portion of the monies that may be due or become due hereunder, (collectively referred to in this paragraph 16 as "Assignment"), to any other person, entity or thing without the prior written consent of the County, and any attempt to do any of the foregoing without such consent shall be void ab initio.
 - b. Such Assignment shall be subject to all of the provisions of the Contract and to any other condition the County requires. No approval of any Assignment shall be construed as enlarging any obligation of the County under the terms and

Rev. 8-12-14; Law No. 15-DWI-006
Line Item/Omnibus Grant

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 26 of Article III of the Contract. If the County shall not give written notice to the Contractor denying its consent to such Permitted Transfer (and setting forth the basis for such denial in reasonable detail) within such twenty (20)-day period, then the County shall be deemed to have granted its consent to such Permitted Transfer.

e. Notwithstanding the County's consent,

i.) the terms and conditions of the Contract shall in no way be deemed to have been waived or modified; and

ii.) such consent shall not be deemed consent to any further transfers.

18. No Intended Third Party Beneficiaries

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

19. Certification as to Relationships

The Contractor certifies under penalties of perjury that,

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

20. Publications

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

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

21. Copyrights and Patents

a. Copyrights

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

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

b. Patents

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

22. Arrears to County

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

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

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

24. Certification Regarding Lobbying

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

25. Record Retention

Rev. 8-12-14; Law No. 15-DWI-006
Line Item/Omnibus Grant

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

26. Notice

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

End of Text for Article III

Article IV
Suffolk County Legislative Requirements

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

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

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

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

Required Form:
Suffolk County Form SCEX 22; entitled
"Contractor's/Vendor's Public Disclosure Statement"

2. Living Wage Law

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

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

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

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

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

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

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

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

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

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

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

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

4. Lawful Hiring of Employees Law

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

This Contract is subject to the Lawful Hiring of Employees Law of the County of Suffolk. It provides that all covered employers, (as defined), and the owners thereof, as the case may be, that are recipients of compensation from the County through any grant, loan, subsidy, funding, appropriation, payment, tax incentive, contract,

Rev. 8-12-14; Law No. 15-DWI-006
Line Item/Omnibus Grant

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

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

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

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

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

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

sheets/register/log books to indicate their presence on the site during such working hours.

Required Forms:

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

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

5. Gratuities

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

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

6. Prohibition Against Contracting with Corporations that Reincorporate Overseas

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

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

7. Child Sexual Abuse Reporting Policy

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

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

**Rev. 8-12-14; Law No. 15-DWI-006
Line Item/Omnibus Grant**

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. 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

**Rev. 8-12-14; Law No. 15-DWI-006
Line Item/Omnibus Grant**

**Article V
General Fiscal Terms and Conditions**

1. General Payment Terms

a. Presentation of Suffolk County Payment Voucher

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

b. Voucher Documentation

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

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

c. Payment by County

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

d. Budget Modification

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

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

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

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

e. Budget and/or Services Revisions

i.) The parties shall use the Contract Budget/Services Revision Approval Form (Budget /Services Revisions) for revisions to the Budget and Services involving any change to the total cost of the Contract due to a resolution of the Legislature, changes to the County's adopted annual budget, or for

**Rev. 8-12-14; Law No. 15-DWI-006
Line Item/Omnibus Grant**

any other reason necessitating revisions to the Budget or Services.

conditions under which such reimbursement shall be paid.

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.

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.

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.

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

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.

- 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.

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.

- 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.

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

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.

Rev. 8-12-14; Law No. 15-DWI-006
Line Item/Omnibus Grant

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

**Rev. 8-12-14; Law No. 15-DWI-006
Line Item/Omnibus Grant**

financial officer, which states the amount of Federal funding expended by the Contractor during such fiscal year. The Contractor must mail or deliver the certified statement to the Department and to the Executive Director of Auditing Services, Suffolk County Department of Audit and Control, H. Lee Dennison Building, 100 Veterans Memorial Highway, P. O. Box 6100, Hauppauge, New York 11788-0099, as soon as possible after the end of the Contractor's fiscal year. The statement must include all Federal funding received directly from the Federal government and all Federal funds passed through from the County and other pass-through entities.

- f. Copies of all financial statements, Management Letters, Single Audit Reports and other audit reports must be transmitted to the County and to the Executive Director of Auditing Services at the address set forth above. The reports must be submitted within thirty (30) days after completion of the audit, but in no event later than nine (9) months after the end of the Contractor's fiscal year, to which the audit relates.
- g. These requirements do not preclude the County, the Comptroller, or their authorized representatives, or Federal or State auditors from auditing all records of the Contractor. Therefore, the records of the Contractor must be made available to authorized representatives of Federal, State and County government for that purpose.
- h. The provisions of this paragraph shall survive the expiration or termination of the Contract.

7. Furniture, Fixtures, Equipment, Materials, Supplies

- a. **Purchases, Rentals or Leases Requiring Prior Approval**

Prior to placing any order to purchase, rent or lease any furniture, fixtures, or equipment valued in excess of one thousand dollars (\$1,000.00) per unit for which the Contractor will seek reimbursement from the County, the Contractor shall submit to the County a written request for approval to make such a proposed purchase, rental or lease, with a list showing the quantity and description of each item, its intended location and use, estimated unit price or cost, and estimated total cost of the proposed order. Written approval of the County shall be required before the Contractor may proceed with such proposed purchase, rental or lease of furniture, fixtures or equipment. All items purchased must be new or like new unless specifically described otherwise in the Budget.

b. Purchase Practices/Proprietary Interest of County

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

c. County's Right to Take Title and Possession

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

d. Inventory Records, Controls and Reports

The Contractor shall maintain proper and accurate inventory records and controls for all such furniture, removable fixtures and equipment

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

e. Protection of Property in Contractor's Custody

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

f. Disposition of Property in Contractor's Custody

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

connected with such property shall be in accordance with the rules and regulations of the County and the State of New York.

8. Lease or Rental Agreements

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

9. Statement of Other Contracts

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

10. Miscellaneous Fiscal Terms and Conditions

a. Limit of County's Obligations

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

b. Duplicate Payment from Other Sources

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

c. Funding Identification

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

d. Outside Funding for Non-County Funded Activities

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

- i.) The County is not the Fund Source for the additional services;
- ii.) Sufficient funding is available for or can be generated by the Contractor to

**Rev. 8-12-14; Law No. 15-DWI-006
Line Item/Omnibus Grant**

cover the cost incurred by the Contractor to provide these additional services; and

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

e. Potential Revenue

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

f. Payments Contingent upon State/Federal Funding

Payments under the Contract may be subject to and contingent upon continued funding by State and/or Federal agencies. In the event payments are subject to such funding no payment shall be made until the Contractor submits documentation in the manner and form as shall be required by State and/or Federal agency. If late submission of claims precludes the County from claiming State or Federal reimbursement, such late claims by the Contractor shall not be paid by the County subject to subparagraph g. below, if, for any reason, the full amount of such funding is not made available to the County, the Contract may be terminated in whole or in part, or the amount payable to the Contractor may be reduced at the discretion of the County, provided that any such termination or reduction shall not apply to allowable costs incurred by the Contractor prior to such termination or reduction, and provided that money has been appropriated for payment of such costs.

g. Denial of Aid

If a State or Federal government agency is funding the Contract and fails to approve aid in reimbursement to the County for payments made hereunder by the County to the Contractor for

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

h. Budget

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

i. Payment of Claims

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

j. Payments Limited to Actual Net Expenditures

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

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

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

employees. All conferences that are partially or fully funded by the County that the Contractor's staff wishes to attend must be pre-approved, in writing, by the County and must be in compliance with Suffolk County Standard Operating Procedure A-07 which may be viewed online at the County's website, SuffolkCountyny.gov; go to "Government," then "Comptroller," then "Consultant's Agreements."

l. Salaries

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

m. Salary Increases

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

n. Contractor Vacancies

The County shall have the right of prior approval of the Contractor's filling of any vacant position as of the date of execution of the Contract or as may thereafter become vacant, and, in the exercise of that right. The County may promulgate reasonable regulations involving filling of vacancies which shall be deemed to be incorporated by reference in, and be made part of, the Contract, provided, however, that subject to the availability of funding, approval for the hiring of replacement clerical shall be a Contractor determination.

o. No Limitation On Rights

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

p. Comptroller's Rules and Regulations

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

Article VI

Budget

The monies provided under this Contract must be used by the Contractor to aid the suppression of DWI. The Contractor shall schedule and pay police officers employed by the Contractor to perform patrol duties on an overtime basis, that are exclusively related to identifying and arresting motorists engaged in DWI. These patrols should result in an increased number of arrests for DWI and a reduction of alcohol related crashes and fatalities

The hours of enforcement shall include times and days which have historically reflected high incidences of DWI and crashes and fatalities caused by motorists engaged in DWI. Scheduling is limited to the dates listed.

HALLOWEEN – October 31, - November 2, 2014
THANKSGIVING – November 26 - November 30, 2014
HOLIDAY SEASON – December 12, 2014 – January 1, 2015
SUPER BOWL – January 31 – February 2, 2015
ST. PATRICK’S DAY – March 13 - March 18, 2015
MEMORIAL DAY- May 22 - May 26, 2015
FOURTH OF JULY: July 3 - July 6, 2015
LABOR DAY (NATIONAL): August 21 - September 7, 2015

The Contractor will receive funding in the amount of \$26,672.00. The Contractor shall expend said funding each year to cover the overtime earned by police officers employed by the Contractor while performing the Services set forth above, as follows:

| | |
|------------------------------|-------------|
| Overtime: | \$26,672.00 |
| Fringe Benefits: | \$ 0.00 |
| | |
| Total of Personnel Services: | \$26,672.00 |
| Other Services | <u>0.00</u> |
| Total of All Services: | \$26,672.00 |

Any funding not so expended cannot be carried over and added to the amount of funding allocated for any subsequent years

The Contractor will not be reimbursed for any costs not listed in the budget set forth above including but not limited to those costs related to fringe benefits, administration, staff support and related operational equipment.

EXHIBIT A

2014-2015 Grant Policies for High Visibility Road Checks/Saturation Patrols

Crackdowns Project:

1. These details must be cooperative, multi-agency efforts.
2. All activities/expenses must be reported to the county STOP-DWI Coordinator within 30 days of the detail. (Forms will be provided)
3. You must do a press release or have a press conference about each detail for which you are funded.

To receive reimbursement for the checkpoint/saturation patrols you must provide the following to the Grant Administrator:

1. The STOP-DWI Coordinator must submit Enforcement Personnel Sheets (PS-1) for each department which participated in the crackdown. The PS-1 sheets must be completed by the enforcement agency and signed by a supervisor of the agency.
2. The STOP-DWI Coordinator must submit one expense total for each crackdown. Reimbursement under the grant will be payable to the County STOP-DWI Program
3. Each police agency will complete a detail activity sheet for each crackdown. The STOP-DWI Coordinator will then submit one summary sheet for the County to the GTSC.

Suffolk County STOP-DWI Enforcement Crackdowns

HALLOWEEN – October 31, - November 2, 2014
THANKSGIVING – November 26 - November 30, 2014
HOLIDAY SEASON – December 12, 2014 – January 1, 2015
SUPER BOWL – January 31 – February 2, 2015
ST. PATRICK'S DAY – March 13 - March 18, 2015
MEMORIAL DAY- May 22 - May 26, 2015
FOURTH OF JULY: July 3 - July 6, 2015
LABOR DAY (NATIONAL): August 21 - September 7, 2015

TOWN OF RIVERHEAD

Resolution # 854

AUTHORIZES THE SUPERVISOR TO EXECUTE AN INTERMUNICIPAL AGREEMENT WITH THE TOWNS OF SOUTHAMPTON, RIVERHEAD, EAST HAMPTON, SOUTHOLD AND SHELTER ISLAND AND THE VILLAGES OF SOUTHAMPTON, EAST HAMPTON, QUOGUE, WESTHAMPTON BEACH AND SAG HARBOR (Police Mutual Aid)

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Police Departments of the Towns of Riverhead, Southampton, Riverhead, East Hampton, Southold and Shelter Island and the Police Departments of the Villages of Southampton, East Hampton, Quogue, Westhampton Beach and Sag Harbor (the "Municipalities") have finite resources, which at a given point in time may require the aid and assistance of a neighboring town or village In the event of a local disaster, civil disturbance or any other event; and

WHEREAS, it would be beneficial for the taxpayers of the Municipalities to work with each other to unify the policy and procedures of each respective town and/or village provide mutual aid and assistance amongst one another at the appropriate times.

NOW THEREFORE BE IT RESOLVED, that the Town Board authorizes the Supervisor to execute an intermunicipal agreement between the Municipalities in substantially the form attached hereto; and be it further

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

THE VOTE

Giglio Yes No
Wooten Yes No

Gabrielsen Yes No
Dunleavy Yes No

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

Municipal Mutual Aid and Assistance Agreement

The Police Departments of the Towns of Southampton, Riverhead, East Hampton, Southold and Shelter Island and the Police Departments of the Villages of Southampton, East Hampton, Quogue, Westhampton Beach and Sag Harbor.

This Agreement, made as of the 1st day of January, 2015, between the municipal corporations of the Towns of Southampton, Riverhead, East Hampton, Southold and Shelter Island and the Villages of Southampton, East Hampton, Quogue, Westhampton Beach and Sag Harbor.

Legislative Intent

The safety and well-being of all the residents of and visitors to the East End Towns and Villages is of the utmost importance for the municipalities. It remains necessary for the Towns and Villages to act in a fiscally responsible manner. As means of accomplishing both objectives, the East End Towns and Villages, that maintain their own police departments, are entering into a Municipal Aid and Assistance Agreement with each other.

In the event of a local disaster, civil disturbance or any other event where it may be necessary to have additional resources available, while it is not fiscally sound to stock pile equipment or to hire additional personnel solely for the purpose of assisting at the time of a disaster or event, a Municipal Mutual Aid and Assistance Agreement between the aforementioned municipal corporations will allow them to share their resources at such times. The ability to use those resources only when needed and without financial liability provides an opportunity to the municipalities for better service, while limiting financial impact to only those times of absolute need.

WHEREAS, the State of New York is vulnerable to a variety of disasters and emergencies; and

WHEREAS, in addition to the State, the Federal Emergency Management Agency (FEMA) has recognized the importance of the concept of written mutual aid agreements between all levels of government to facilitate reimbursement; and

WHEREAS, pursuant to the Constitution of the State of New York, municipalities are allowed to enter into mutual aid and assistance agreements, which may include provisions for the furnishing and exchanging of supplies, equipment, facilities, personnel and services during an emergency or event; and

WHEREAS, the municipalities which have chosen to become signatories to this Agreement wish to provide mutual aid and assistance amongst one another.

NOW THEREFORE, pursuant to Article IX, Section I of the Constitution of the State of New York, these municipalities agree to enter into this Agreement for mutual aid and assistance, with this Agreement embodying the understandings, commitments, terms and conditions for said aid and assistance, as follows:

SECTION I

DEFINITION

- A. "Agreement" shall mean this document, the "Municipal Mutual Aid and Assistance Agreement".
- B. "Aid and Assistance" shall include, but not limited to, personnel, equipment, facilities, services, supplies and other resources.
- C. "Authorized Representative" shall mean a party's chief executive officer, chief of police and other employees, if any, who have been authorized by that party, to request, offer or otherwise provide assistance under the terms of this Agreement. An Authorized Representative shall have the ability to commit the resources of its municipality without further authorization from any other source.
- D. "CEELERT" means Coordinated East End Law Enforcement Response Team.
- E. "Disaster" means occurrence or imminent threat of widespread or severe damage, injury, loss of life or property resulting from any natural or man-made causes, including but not limited to fire, flood, earthquake, hurricane, tornado, high-water, landslide, wind, storm, wave action, volcanic activity, epidemic, air contamination, bridge failure or bridge collapse.
- F. "Dispatching Police Department" shall mean the police department designated for each Recipient on the CEELERT notification form. The Dispatching Police Department will receive the CEELERT request from the Recipient and convey that request to each Provider.
- G. "Event" means any occurrence which would require additional resources.
- H. "Municipality" means a public corporation as defined in Subdivision 1, Section 66 of the General Construction Law and a special district as defined in Subdivision 16 of Section 102 of the Real Property Tax Law.
- I. "Party" means a municipality that has adopted and executed this Agreement.
- J. "Provider" means the party that has received a request to furnish aid and assistance to the party in need (the "Recipient").

- K. "Recipient" means the party setting forth a request for aid and assistance to another party.

SECTION II

INITIAL RECOGNITION OF PRINCIPLE BY ALL PARTIES

- A. As this is a reciprocal contract, it is recognized that any party to this Agreement may be requested by another party to be a Provider. It is mutually understood that each party's foremost responsibility is to its own citizens. The provisions of this Agreement shall not be construed to impose an unconditional obligation on any party to this Agreement to provide aid and assistance pursuant to a request from another party. Accordingly, when aid and assistance have been requested, a party may in good faith withhold resources in order to provide reasonable and adequate protection for its own community, by deeming itself unavailable to respond and so inform the party setting forth the request.
- B. Given the finite resources of any jurisdiction and the potential for each party to be unavailable for aid and assistance at a given point in time, the parties mutually encourage each other to enlist other entities in aid and assistance efforts and to enter into such agreements accordingly. Concomitantly, the parties fully recognize that there is a highly meritorious reason for entering into this Agreement and accordingly shall attempt to render assistance in accordance with the terms of this Agreement to the fullest extent possible.
- C. Pursuant to the Constitution of the State of New York and as elaborated upon in Section IX of this Agreement, all functions and activities performed under this Agreement are carried out for the benefit of the general public and not for the benefit of any specific individual or individuals. Accordingly, this Agreement shall not be construed as or deemed to be an agreement for the benefit of any third party or person and no third party or person shall have any right of action under this Agreement for any cause whatsoever. All immunities provided by law shall be fully applicable as elaborated upon in Section VII of this Agreement.
- D. It is intended by the parties that this Agreement shall apply both to a mutual aid request that may involve only two or several municipalities and to a more widespread East End Emergency of the type described on Appendix A attached hereto and made a part hereof.

SECTION III

PROCEDURES FOR REQUESTING ASSISTANCE

- A. Aid and assistance shall not be requested unless the resources available within the stricken area are deemed inadequate by the Recipient. When Recipient becomes affected by a disaster or an emergency event and deems its

resources inadequate, it may request aid and assistance by communicating the request. A verbal request shall be followed as soon as practicable by a written confirmation of that request. All requests for aid and assistance shall be transmitted by, or as directed by, the party's Authorized Representative as set forth below. Any party receiving a request for assistance on an emergency basis shall be entitled to presume conclusively that such request has been authorized by the Recipient's Authorized Representative unless and until otherwise notified by the requesting party.

- B. All initial communications shall be conducted directly between Recipient and their Dispatching Police Department. The Dispatching Police Department will contact the Provider with the initial request, the incident, Recipient contact person, Recipient contact telephone number, staging area and any other pertinent information. The Dispatching Police Department will record Provider person notified and number of personnel responding. The Dispatching Police Department will complete the CEELERT notification form. This does not prohibit communications between the Recipient contact person and the Provider.
- C. Provider's Traveling Employee Needs - Unless otherwise specified by Recipient or agreed to by the parties in writing, it is mutually understood that Recipient will provide for the needs of Provider's traveling employees. Recipient shall pay for all reasonable out-of-pocket costs and expenses of Provider's personnel including, without limitation, transportation expenses for travel to and from the stricken area. Further, Recipient shall house and feed Provider's personnel at its (Recipient's) sole cost and expense. If Recipient cannot provide such food and /or housing at the disaster area, Recipient shall specify in its request for assistance that personnel will be required to service their own needs.

**SECTION IV
PROVIDER'S ASSESSMENT OF AVAILABILITY OF RESOURCES AND
ABILITY TO RENDER ASSISTANCE**

When contacted by the Dispatching Police Department, Provider's Authorized Representative shall assess Provider's own local situation to determine available personnel, equipment and other resources. If Provider's Authorized Representative determines that Provider has available resources, Provider's Authorized Representative shall so notify Dispatching Police Department and as soon as practicable, provide verbal verification of the response to the request.

**SECTION V
SUPERVISION AND CONTROL**

Provider shall designate supervisory personnel amongst its employees sent to render aid and assistance to Recipient. As soon as practicable, Recipient shall

assign work tasks to Provider's supervisory personnel and unless specifically instructed otherwise, Recipient shall have the responsibility for coordination between Provider's supervisory personnel and Recipient. Recipient shall provide necessary credentials to Provider's personnel authorizing them to operate on behalf of the Recipient. Based upon such assignments set forth by Recipient, Provider's supervisory personnel shall:

1. have the authority to assign work and establish work schedules for Provider's personnel;
2. maintain daily personnel time records, material records and a log of equipment hours;
3. report work progress to Recipient at mutually agreed upon intervals.

SECTION VI

LENGTH OF TIME FOR AID AND ASSISTANCE RENEWABILITY – RECALL

- A. Unless otherwise provided, the duration of the Provider's assistance shall be for an initial period of up to twenty-four (24) hours, starting from the time of the call for assistance until the personnel go out of service for the Recipient. Thereafter, assistance may be extended in increments agreed upon by the Authorized Representatives of the Provider and Recipient.
- B. As noted in Section II of this Agreement, Provider's personnel, equipment and other resources shall remain subject to recall by Provider to provide for its own citizens if circumstances so warrant. Provider shall make a good faith effort to provide at least eight (8) hours advance notification to Recipient of Provider's intent to terminate the assistance, unless such notice is not practicable, in which case as much notice as is reasonable under the circumstances shall be provided.

SECTION VII

RIGHTS AND PRIVILEGES OF PROVIDER'S EMPLOYEES

Whenever Provider's employees are rendering aid and assistance pursuant to this Agreement, such employees shall remain the responsibility of the Provider and retain the same powers, duties, immunities and privileges they would ordinarily possess if performing their duties within the geographic limits of Provider.

SECTION VIII

PROVIDER'S EMPLOYEE WORKERS' COMPENSATION

Recipient shall not be responsible for reimbursing any amounts paid or due as benefits to Provider's employees due to personal injury or death occurring during the periods of time such employees are engaged in rendering aid and assistance under this Agreement. It is mutually understood that Recipient and Provider shall be responsible for payment of such Workers' Compensation benefits only to their own respective employees.

SECTION IX HOLD HARMLESS

Each party (as Indemnitor) agrees to protect, defend, indemnify and hold each other party (as Indemnitee) and its officers, employees and agents, free and harmless from and against any and all losses, penalties, damages, assessments, costs, charges, professional fees and other expenses or liabilities of every kind arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind in connection with or arising out of all acts, errors and/or omissions (actual or alleged) of such Indemnitor and its officers or employees. Indemnitor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc. at Indemnitor's sole expense and agrees to bear all other costs and expenses related thereto. To the extent that immunity does not apply, each party shall bear the risk of its own actions, as it does with its day to day operations and determine for itself what kinds of insurance and in what amounts it should carry. Each party understands and agrees that any insurance protection obtained shall in no way limit the responsibility to indemnify, keep and hold harmless the Indemnitees as provided herein.

SECTION X AMENDMENTS

This Agreement may be modified at any time upon the mutual written consent of the parties. Additional municipalities may become parties to this Agreement upon the acceptance and execution of this Agreement.

SECTION XI DURATION OF AGREEMENT – RENEWAL – TERMINATION

This Agreement shall be binding from its effective date and continue to be effective to and including December 31, 2019. Thereafter, this Agreement shall automatically renew and continue to be binding upon the parties from January 1 through and including December 31 each subsequent year. Notwithstanding the

foregoing, any municipality may withdraw at any time during the term of this Agreement or renewals by written notification served personally or by certified mail to the other parties to the Agreement. The withdrawal shall not be effective until sixty (60) days after notice thereof has been sent. A party's withdrawal from this Agreement shall not affect such party's, indemnification or reimbursement obligations or any other liability or obligation under the terms of this Agreement incurred hereunder. Once the withdrawal is effective, the withdrawing entity shall no longer be a party to this Agreement but this Agreement shall continue to exist among the remaining parties.

SECTION XII HEADINGS

The headings of various sections and subsections of this Agreement have been inserted for convenient reference only and shall not be construed as modifying, amending or affecting in any way the express terms and provisions of this Agreement.

SECTION XIII SEVERABILITY – EFFECT ON OTHER AGREEMENTS – COUNTERPARTS

- A. Should any clause, sentence, provision, paragraph or other part of this Agreement be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder of this Agreement.
- B. In the event that parties to this Agreement have entered into other aid and assistance agreements, those parties agree that, to the extent a request for aid and assistance is made pursuant to this Agreement, those other aid and assistance agreements are superseded by this Agreement
- C. This Agreement may be executed in two or more counterparts with the same effect as if all parties were signatories on a single document.

SECTION XIV EFFECTIVE DATE

This Agreement shall take effect upon its approval and execution by all of the municipalities identified as parties hereto. When this Agreement becomes

effective, it shall automatically supersede the prior Mutual Aid and Assistance Agreement dated September 4, 2008.

IN WITNESS WHEREOF, each of the parties has caused this Municipal Mutual Aid and Assistance Agreement to be duly executed in its name and on its behalf by its Chief Executive Officer, with concurrence of a majority of its governing board, on the date set forth opposite its name.

Mutual Aid and Assistance Agreement Signature Page

Anna Throne-Holst, Supervisor, Town of Southampton

Date

Sean M. Walter, Supervisor, Town of Riverhead

Date

Larry Cantwell, Supervisor, Town of East Hampton

Date

Scott A. Russell, Supervisor, Town of Southold

Date

James D. Dougherty, Supervisor, Town of Shelter Island

Date

Mark Epley, Mayor, Village of Southampton

Date

Paul F. Rickenbach Jr., Mayor, Village of East Hampton

Date

Peter Sartorius, Mayor, Village of Quogue

Date

Maria Z. Moore, Mayor, Village of Westhampton Beach

Date

Brian Gilbride, Mayor, Village of Sag Harbor

Date

Appendix “A” - East End “Municipal Mutual Aid and Assistance Agreement.”

Coordinated East End Law Enforcement Response Team (CEELERT)

1. Any one of the five East End Towns or five East End Villages could declare an East End Emergency
 - a. Types of emergencies
 - i. Active Shooter
 - ii. Civil Unrest
 - iii. Major Fire
 - iv. Terrorist Act
 - v. Plane Crash
 - vi. Biological, Chemical or Hazardous Materials Incidents
 - vii. Other unforeseen incidents that would exhaust the resources of the requesting agency where immediate response by the agreeing agencies would help to restore order and prevent further damage, injury or loss of life.
2. The municipality declaring the East End Emergency will, through dispatch, notify all agencies within the five East End Towns, advise that their municipality has declared an East End Emergency and request the following response. Each agency will attempt to deploy officers from its **on duty patrol** staff based on immediate availability. The below is a general guide of on duty patrol personnel.
 1. Riverhead Town PD - (1) Supervisor and (4) Police Officers
 2. Southampton Town PD - (1) Supervisor and (4) Police Officers
 3. East Hampton Town PD - (1) Supervisor and (3) Police Officers
 4. Southold Town PD - (1) Supervisor and (3) Police Officers
 5. Shelter Island Town PD - (1) Supervisor and (1) Police Officer
 6. Westhampton Beach Village PD - (1) Supervisor and (1) Police Officer
 7. Quogue Village PD Supervisor - (1) Supervisor and (1) Police Officer
 8. Southampton Village PD - (1) Supervisor and (2) Police Officers
 9. Sag Harbor Village PD - (1) Supervisor and (1) Police Officer
 10. East Hampton Village - (2) Police Officers
 11. State Police Riverside - (1) Supervisor and (3) Troopers

Total immediate potential response: (10) Supervisors and (25) Police Officers

Note: Agencies will pull from their on duty personnel and will backfill patrol sectors with call in officers when necessary.

3. Agencies with Specialized or Tactical Units will, based on the needs of the declaring agency, deploy those units to the affected agency, thus adding to the total response.
4. This Appendix is not intended to preclude assistance from other specialized resources, including, but not limited to, the Suffolk County Police Department, Suffolk County Sheriff's Office, the New York State Police Department or the FBI.
5. This plan is not intended to inhibit any individual agencies normal training, operations or agreements to work with the Suffolk Coordinated Law Enforcement Response Group (SCLERG). The plan is an understanding amongst the East End police departments to provide the necessary local emergency response in time of need.

TOWN OF RIVERHEAD

Resolution # 855

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

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

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

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

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

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

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

WHEREAS, the Town of Riverhead wishes to execute a license agreement with BMI for the right to play pre-recorded music represented by BMI for the period January 1, 2015 to December 31, 2015 in the amount of \$330.00.

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

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to BMI, 10 Music Square East, Nashville, TN 37203; and be it further

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted



Music License for Local Governmental Entities

1. DEFINITIONS

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

2. BMI GRANT

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

3. REVIEW OF STATEMENTS AND / OR ACCOUNTINGS

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

~~4. LATE PAYMENT AND SERVICE CHARGES~~

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

5. BMI COMMITMENT TO CUSTOMER / INDEMNITY

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

6. BREACH OR DEFAULT / WAIVER

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

7. CANCELLATION OF ENTIRE CATEGORY

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

8. ASSIGNMENT

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

9. ARBITRATION

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

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

10. NOTICES

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

11. MISCELLANEOUS

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

12. FEES

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

2014 RATE SCHEDULE FOR LOCAL GOVERNMENTS

| SCHEDULE A | | | | |
|-------------------------------------|--|---|---------------------------------|-----------------|
| Check Population Range (√) | LICENSEE's Population | Base License Fee | Enter Fee Based Upon Population | |
| <input checked="" type="checkbox"/> | 1 - 50,000 | \$330 | \$330 | |
| <input type="checkbox"/> | 50,001 - 75,000 | \$657 | | |
| <input type="checkbox"/> | 75,001 - 100,000 | \$791 | | |
| <input type="checkbox"/> | 100,001 - 125,000 | \$1,053 | | |
| <input type="checkbox"/> | 125,001 - 150,000 | \$1,318 | | |
| <input type="checkbox"/> | 150,001 - 200,000 | \$1,712 | | |
| <input type="checkbox"/> | 200,001 - 250,000 | \$2,106 | | |
| <input type="checkbox"/> | 250,001 - 300,000 | \$2,503 | | |
| <input type="checkbox"/> | 300,001 - 350,000 | \$2,898 | | |
| <input type="checkbox"/> | 350,001 - 400,000 | \$3,294 | | |
| <input type="checkbox"/> | 400,001 - 450,000 | \$3,688 | | |
| <input type="checkbox"/> | 450,001 - 500,000 | \$4,084 | | |
| <input type="checkbox"/> | 500,001 - plus | \$5,505 plus \$500 for every 100,000 population increment or portion thereof above 500,000 up to a maximum annual fee of \$65,845 | | |
| | If 500,001 or more, enter population _____ | | | |
| | | SCHEDULE A FEE | \$ | \$330.00 |

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

| SCHEDULE C State Municipal and/or County Leagues or State Associations of Attorneys (to be completed if you are a State Municipal and/or County Leagues or State Associations of Attorneys) | |
|---|-----------|
| The annual license fee for LICENSEES who are legally organized as state municipal and/or county leagues, or state associations of municipal and/or county attorneys shall be \$330.00. No Special Events fee applies to LICENSEES qualifying under this schedule. | |
| SCHEDULE C FEE | \$ |

13. REPORTING

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

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

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

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

15. TERM OF AGREEMENT

This Agreement shall be for an initial Term of one (1) year, commencing January 1, 2015, which shall be considered the effective date of this Agreement, and ~~continuing thereafter for additional terms of one (1) year each. Either party may give notice of termination to the other no later than thirty (30) days prior to the end of the initial or any renewal term. If such notice is given, the Agreement shall terminate on the last day of the Term in which notice is given.~~

AGREEMENT

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

| | | | |
|--|---|----------------|-------|
| LEGAL NAME | LICENSED PREMISES | | |
| Town of Riverhead | (All locations are licensed by LICENSEE) | | |
| (Name of Corporation, Partnership, or Individual Owner) | (Street Address) | | |
| TRADE NAME | (City) | (State) | (Zip) |
| Town of Riverhead Town Hall | | | |
| (Doing business under the name of) | (Telephone Number) | (Fax Number) | |
| PLEASE CHECK APPROPRIATE BOX | (Contact Name) | (Title) | |
| <input type="checkbox"/> Individual Ownership | (Email Address) (Web Address) | | |
| <input type="checkbox"/> LLC <input type="checkbox"/> Corporation | MAILING ADDRESS (If different from Licensed Premises) | | |
| <input type="checkbox"/> LLP <input type="checkbox"/> Partnership | | | |
| (State of Incorporation, if different from Licensed Premises) | 200 Howell Ave | | |
| (Enter names of partners) | (Street Address) | | |
| <input checked="" type="checkbox"/> Other <u>Municipal Corporation</u> | Riverhead | NY | 11901 |
| Federal Tax ID No. <u>11-6001935</u> | (City) | (State) | (Zip) |
| GOVERNMENT ENTITIES | (631) 727-3200 | (631) 727-6152 | |
| (If applicable, please check one) | (Telephone Number) | (Fax Number) | |
| <input type="checkbox"/> Federal <input type="checkbox"/> State | Joanne Fagan | Clerk | |
| (State) | (Contact Name) | (Title) | |
| <input checked="" type="checkbox"/> Local <u>Riverhead, NY 11901</u> | fagan@townofriverheadny.gov | | |
| (Municipality and State) | (Email Address- if different from above) | | |
| TO BE COMPLETED BY LICENSEE | FOR ADMINISTRATIVE USE ONLY | | |
| By signing this Agreement you represent that you have the authority to bind LICENSEE and that you have read, understood and agree to all of the terms and conditions herein. | TO BE COMPLETED BY BMI | | |
| (SIGN HERE – PLEASE INCLUDE PAYMENT) | BROADCAST MUSIC INC. | | |
| Signature | FOR BMI USE ONLY | | |
| <u>Sean M. Walter, Supervisor</u> | 1528101 | 1528101 | LGE |
| Print Name / Title | LI-2011/DEC | | |
| fagan@townofriverheadny.gov | EFFECTIVE: January 2012 | | |
| Signatory Email Address* (if different from above) | ACCOUNT NO. | | |
| *In order to receive a copy of your executed Agreement, please provide the email address of the Signatory | COID | | |
| PLEASE RETURN THIS ENTIRE SIGNED LICENSE AGREEMENT TO: |  | | |
| BMI, 10 MUSIC SQUARE E., NASHVILLE, TN 37203 | ® BMI and the music stand symbol are registered trademarks of Broadcast Music, Inc. | | |



TOWN OF RIVERHEAD

Resolution # 856

AUTHORIZES THE SUPERVISOR TO EXECUTE AN AMENDMENT TO AN AGREEMENT IN CONNECTION WITH MEDICAL ARBITRATION SERVICES FROM REHABILITATION MEDICINE ASSOCIATES

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, The Town of Riverhead is desirous of utilizing professional medical services for the purpose of evaluating illnesses or injuries to, or affecting, an employee's job duties; and

WHEREAS, Rehabilitation Medicine Associates' employees, agents and/or subcontractors, possess the required education, knowledge and experience to perform professional medical evaluation.

NOW THEREFORE BE IT RESOLVED, that the Supervisor is hereby authorized to execute an amendment to an agreement with Rehabilitation Medicine Associates, subject to review and recommendation by the Office of the Town Attorney; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Craig H. Rosenberg, MD, President and Medical Director of Rehabilitation Medicine Associates, P.O. Box 230, Islip, NY, 11751; and be it further

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 857

AUTHORIZES THE SUPERVISOR TO EXECUTE A RENEWAL AGREEMENT WITH NEXTIRAONE, LLC, d/b/a BLACK BOX NETWORK SERVICES REGARDING TELEPHONE MAINTENANCE

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, the Town of Riverhead Town Hall, Municipal Garage building, Water District building, Senior Citizen Center and Parks and Recreation building require telephone maintenance service on a continuous basis due to the nature of the buildings' activities; and

WHEREAS, NextiraOne, LLC, d/b/a Black Box Network Services is ready, willing and able to continue to provide maintenance of the subject buildings' telephone systems for a fee of \$20,836.40 for the period January 1, 2015 through December 31, 2015; and

WHEREAS, the Riverhead Town Board previously approved an agreement regarding the above-stated subject matter pursuant to Resolution Number 149 as adopted at the March 4, 2014 Town Board meeting.

NOW THEREFORE BE IT RESOLVED, that the Supervisor is hereby authorized to execute the attached renewal agreement with NextiraOne, LLC, d/b/a Black Box Network Services for telephone maintenance at the above referenced locations for a fee of \$20,836.40; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to NextiraOne, LLC, d/b/a Black Box Network Services, 5101 Shady Oak Road, Minnetonka, MN 55343; the Town Engineering Department; and the Office of the Town Attorney; and be it further

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

RIDER AGREEMENT FOR CONSULTANT/PROFESSIONAL SERVICES

This Rider Agreement made the _____ day of December, 2014, 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 "Town") and NextiraOne, LLC, d/b/a Black Box Network Services, with a principal place of business at 5050 Lincoln Drive, Suite 300, Minneapolis, MN 55436 (hereinafter referred to as "Consultant").

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

1. SCOPE OF SERVICES

Town and Consultant executed an Agreement regarding telephone service and maintenance on November 1, 2010, which included a term period from November 1, 2010 to October 31, 2012. Town and Consultant extended the term period of the above-referenced Agreement from November 1, 2012 to February 28, 2013. Town and Consultant extended the term period of the above-referenced Agreement from March 1, 2013 to August 31, 2013. Town and Consultant extended the term period of the above-referenced Agreement from September 1, 2013 to February 28, 2014. Town and Consultant extended the term period of the above-referenced agreement from March 1, 2014 to December 31, 2014. Town and Consultant hereby mutually agree to extend the term period of the above-referenced Agreement from January 1, 2015 to December 31, 2015. Town and Consultant hereby agree that all of the terms and conditions incorporated in the Agreement ending December 31, 2014, with the exception of the pricing for maintenance services, shall be extended and in effect during this Rider period from January 1, 2015 to December 31, 2015, and such terms and conditions are incorporated by reference herein as if recited in their entirety herein. During the term of this Agreement, Consultant shall also furnish the services set forth in Schedule A attached hereto and made a part hereof. In the event of a conflict between this Rider Agreement and the attached Schedule A, this Rider Agreement shall control. These services are to be rendered by Consultant as an independent contractor and not as an employee of the Town.

2. TERM OF AGREEMENT

This Rider Agreement shall be deemed to have commenced on January 1, 2015, and terminate on December 31, 2015, unless extended in writing by the mutual consent of all parties.

3. PAYMENT

Town will pay Consultant in the amount of \$20,836.40 (TWENTY THOUSAND EIGHT HUNDRED THIRTY-SIX DOLLARS and FORTY CENTS) for maintenance services payable within 60 days of receipt of a fully executed Rider Agreement and submission of a proper invoice with all attendant documentation. The Town shall not have any liability for any other expenses or costs incurred by Consultant. Invoices for services and reimbursable expenses shall contain the following statement signed by Consultant, or if this Rider 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 Rider 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 Rider 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 Rider 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 Rider 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 Rider Agreement, and receipt of all information and data which is the property of Town. These obligations shall survive the termination of this Rider 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 Rider 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 Rider 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. 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 Rider Agreement, have access to and the right to examine any directly pertinent books, documents, papers and records of Consultant involving transactions related to this Rider Agreement.

8. 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 Rider 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 Rider 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 Rider Agreement or schedules annexed hereto and made a part hereof.

9. 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., Deputy Town Attorney, 200 Howell Avenue, Riverhead, New York 11901; or (ii) to Consultant if mailed by certified mail, postage prepaid to NextiraOne, LLC, d/b/a Black Box Network Services, 5050 Lincoln Drive, Suite 300, Minneapolis, MN 55436, with a copy to Black Box Corporation, 1000 Park Drive, Lawrence, PA 15055, Attn: General Counsel.

10. 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 Rider 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. With the exception of Consultant's April 30, 2006, guilty plea to one count of wire fraud in the District of South Dakota arising from its participation in the E-Rate Program, a program supervised by the Federal Communications Commission ("FCC") to provide discounted telecommunications products and services to schools and libraries, 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.

11. 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 Rider Agreement.

12. 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 Rider 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.

13. DISCLOSURE

The Town shall have the right, in its discretion, to disclose the terms and conditions of this Rider 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.

14. 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 Rider Agreement which is not settled by agreement of the parties may be settled by appropriate legal proceedings, such venue being Suffolk County, New York. Pending any decision, appeal or judgment in such proceedings or the settlement of any dispute arising under this Rider Agreement, Consultant shall proceed diligently with the performance of this Rider Agreement in accordance with the decision of Town.

IN WITNESS WHEREOF, the parties hereto have executed this Rider Agreement as of the date first above written.

By: Sean M. Walter, Supervisor
Town of Riverhead

By:
Title:
NextiraOne, LLC,
d/b/a as Black Box Network Services

Customer Inventory Schedule A/ Master Exhibit A

Town of Riverhead

| <u>SITE NAME</u> | <u>CUST.#</u> | <u>STREET ADDRESS</u> | <u>CITY</u> | <u>ST</u> | <u>ZIP</u> | <u>SYSTEM TYPE</u> | <u>VM & ADD'L APPLICATIONS</u> | <u>SERVICE PLAN</u> | <u>MAINT. START DATE</u> | <u>MAINT. END DATE</u> | <u>ANNUAL MAINT. AMOUNT</u> | <u>MAINT. AMOUNT 01/01/15 - 06/30/15</u> |
|---|---------------|-------------------------------|-------------|-----------|------------|----------------------|------------------------------------|---------------------|--------------------------|------------------------|-----------------------------|--|
| Town Hall | 10052578 | 200 Howell Ave. | Riverhead | NY | 11901 | Opt. 11C | Call Pilot, Telephony Mgr | Comprehensive | 1/1/2015 | 6/30/2015 | \$ 14,163.34 | \$ 7,081.67 |
| Town Hall West | 1038701 | 1295 Putaski St. | Riverhead | NY | 11901 | Mini Carrier Remote* | N/A | Comprehensive | 1/1/2015 | 6/30/2015 | \$ - | \$ - |
| Town Hall South | 1044085 | 755 E. Main St. | Riverhead | NY | 11901 | Mini Carrier Remote* | N/A | Comprehensive | 1/1/2015 | 6/30/2015 | \$ - | \$ - |
| Water District | 1041749 | 1035 Putaski St. | Riverhead | NY | 11901 | Norstar CICS | Startalk Flash Model 4 | Norstar Standard | 1/1/2015 | 6/30/2015 | \$ 1,800.00 | \$ 900.00 |
| Highway Dept. | 10517548 | 1177 Osborne Ave. | Riverhead | NY | 11901 | Carrier Remote* | N/A | Comprehensive | 1/1/2015 | 6/30/2015 | \$ - | \$ - |
| Municipal Garage | 10537688 | 1412 Old Country Rd. | Riverhead | NY | 11901 | Norstar CICS | Norstar VM Model 2/4 | Norstar Standard | 1/1/2015 | 6/30/2015 | \$ 1,553.76 | \$ 776.88 |
| Sr. Citizens Ctr. | 10528767 | Mechanic Maintenance Facility | Aquebogue | NY | 11931 | Norstar CICS | Norstar VM Model 2/4 | Norstar Standard | 1/1/2015 | 6/30/2015 | \$ 1,519.30 | \$ 759.65 |
| Parks & Recreation | 1045479 | 60 ShadeTREE Lane | Riverhead | NY | 11901 | Norstar CICS | Call Pilot 100 | Norstar Standard | 1/1/2015 | 6/30/2015 | \$ 1,800.00 | \$ 900.00 |
| | | | | | | | | | | TOTAL | \$ 20,836.40 | \$ 10,418.20 |
| *Pricing for 10052578 includes ports for both Carrier Remote locations: 1038701, 1044085 & 10517548 | | | | | | | | | | | | |
| Billing Address for all locations: 200 Howell Ave., Riverhead, NY 11901 Attn: Leisa Scialzo | | | | | | | | | | | | |
| 1. This Schedule A includes equipment that is no longer supported by Avaya. Black Box Network Services will make a best effort to resolve all issues. This may include replacing the system, at Customer's expense, with a system currently supported by Avaya. | | | | | | | | | | | | |
| 2. Black Box Network Services' obligations to perform under this Contract is subject to Black Box Network Services' ability to obtain level 3 / 4 support, spare parts, upgrades, software and/or replacements from the vendor or alternative source. As a result, Black Box Network Services shall not be liable to the Customer, nor any third party, for its inability to obtain parts or material necessary to repair the products. | | | | | | | | | | | | |
| 3. One way travel is billable to the Customer for all billable repairs and MAC (Moves, Adds and Changes) work. Travel is billed at Black Box Network Services' current contract rates. | | | | | | | | | | | | |

Town of Riverhead

By: _____

Date: _____



Customer Inventory Schedule A- Maintenance Pricing

Customer Name: Town of Riverhead - Parks and Recreation
Site Number: 1045479
Service Address: 55 Columbus Avenue
 Riverhead NY 11901
Contact Name: Leisa Sollazzo
Contact Number: 631-727-3200
Billing Address: 55 Columbus Avenue
 Riverhead NY 11901
System Type: Norstar
Contract Start Date: 1/1/2015
Contract End Date: 6/30/2015
Contract Term: 6 Months
Sales Person Name: Patty Lewis

Service Plan: Norstar Standard

Service Features:

- *Major Calls - 3 Hour Response Time - 8-5 M-F
- *Minor Calls - 24 Hour Response Time - 8-5 M-F

| Components | Unit | Quantity |
|---------------------|---------|----------|
| Norstar CICS (0X16) | Station | 8 |
| Call Pilot 100 | Each | 1 |
| Telephone Sets | Phone | 5 |

NOTES

1. Semi annual billing
2. Black Box Network Service's obligations to perform under the Maintenance Services Agreement is subject to Black Box Network Service's ability to obtain level 3 / 4 support, spare parts, upgrades, software and/or replacements from the vendor or alternative source. As a result, Black Box Network Services shall not be liable to the Customer, nor any third party, for its inability to obtain parts or materials necessary to repair the products.
3. This Schedule A assumes that the equipment listed is at a release level supported by Avaya. If the system is not operating at a level currently supported by Avaya, Black Box Network Services will provide a best effort to resolve the problem. This may include an option to upgrade the system to a supported level, or if the system cannot be upgraded, an option to replace the system with a currently supported system. Cost associated with nonstandard support may be charged to the Customer.

BlackBox Service Pricing Summary

| Description | |
|----------------------|------------|
| Total (Annual) | \$1,800.00 |
| Total (6 Month Term) | \$900.00 |

Customer Initials _____ Date _____



Customer Inventory Schedule A- Maintenance Pricing

Customer Name: Town of Riverhead - Town Hall
Site Number: 10052578
Service Address: 200 Howell Ave.
 Riverhead NY 11901
Contact Name: Leisa Scollazzo
Contact Number: 631-727-3200
Billing Address: 200 Howell Ave.
 Riverhead NY 11901
System Type: Opt. 11C
Contract Start Date: 1/1/2015
Contract End Date: 6/30/2015
Contract Term: 6 Months
Sales Person Name: Patty Lewis
Ports: 284

Service Plan: Comprehensive Plan

Service Features:

- *Major Calls - 90 Minute Response Time - 24 X 7
- *Minor Calls - 24 Hour Response Time - 8-5 M-F

| Components | Unit | Quantity |
|--|-----------|----------|
| Analog 2500 Set | Sets | 83 |
| All Nortel Digital Sets (except M3900) | Telephone | 149 |
| Call Pilot Comprehensive | Port | 6 |
| Modems/SEB | Modem | 1 |
| Alarm Monitoring | System | 1 |
| Additional Equipment | | |
| Telephony Manager | 1 | 1 |
| Batteries - preventative mntc only | 1 | 1 |
| All Printers and Terminals | 1 | 1 |
| GE4300883 - Avaya PASS Basic for Call Pilot | 1 | 1 |
| GE4300AQQ - Avaya PASS Basic For CS1000 | 1 | 1 |
| Includes coverage for Carrier Remotes at 1038701, 1044085 and 10517548 | 1 | 1 |
| NOTES | | |
| 1. Semi-annual billing. | | |
| 2. Black Box Network Service's obligations to perform under the Maintenance Services Agreement is subject to Black Box Network Service's ability to obtain level 3 / 4 support, spare parts, upgrades, software and/or replacements from the vendor or alternative source. As a result, Black Box Network Services shall not be liable to the Customer, nor any third party, for its inability to obtain parts or materials necessary to repair the products. | | |
| 3. This Schedule A assumes that the equipment listed is at a release level supported by Avaya. If the system is not operating at a level currently supported by Avaya, Black Box Network Services will provide a best effort to resolve the problem. This may include an option to upgrade the system to a supported level, or if the system cannot be upgraded, an option to replace the system with a currently supported system. Cost associated with nonstandard support may be charged to the Customer. | | |

BlackBox Service Pricing Summary

| Description | |
|-----------------------------|--------------------|
| Total (Annual) | \$14,163.34 |
| Total (6 Month Term) | \$7,081.67 |

Customer Initials _____ Date _____



Customer Inventory Schedule A- Maintenance Pricing

Customer Name: Town of Riverhead - Water District
Site Number: 10411749
Service Address: 1035 Pulaski St.
 Riverhead NY 11901
Contact Name: Leisa Sollazzo
Contact Number: 631-727-3200
Billing Address: 1035 Pulaski St.
 Riverhead NY 11901
System Type: Norstar
Contract Start Date: 1/1/2015
Contract End Date: 6/30/2015
Contract Term: 6 Months
Sales Person Name: Patty Lewis

Service Plan: Norstar Standard

Service Features:

- *Major Calls - 3 Hour Response Time - 8-5 M-F
- *Minor Calls - 24 Hour Response Time - 8-5 M-F

| Components | Unit | Quantity |
|--|---------|----------|
| Norstar CICS (0X16) | Station | 9 |
| Startalk Flash Model 4 | Each | 1 |
| NOTES | | |
| 1. Semi-annual billing. | | |
| 2. Black Box Network Service's obligations to perform under the Maintenance Services Agreement is subject to Black Box Network Service's ability to obtain level 3 / 4 support, spare parts, upgrades, software and/or replacements from the vendor or alternative source. As a result, Black Box Network Services shall not be liable to the Customer, nor any third party, for its inability to obtain parts or materials necessary to repair the products. | | |
| 3. This Schedule A assumes that the equipment listed is at a release level supported by Avaya. If the system is not operating at a level currently supported by Avaya, Black Box Network Services will provide a best effort to resolve the problem. This may include an option to upgrade the system to a supported level, or if the system cannot be upgraded, an option to replace the system with a currently supported system. Cost associated with nonstandard support may be charged to the Customer. | | |

BlackBox Service Pricing Summary

| Description | |
|----------------------|------------|
| Total (Annual) | \$1,800.00 |
| Total (6 Month Term) | \$900.00 |

Customer Initials _____ Date _____



Customer Inventory Schedule A- Maintenance Pricing

Customer Name: Town of Riverhead - Senior Center
Site Number: 10528767
Service Address: 60 Shadetree Lane
 Riverhead NY 11931
Contact Name: Leisa Sollazzo
Contact Number: 631-727-3200
Billing Address: 60 Shadetree Lane
 Riverhead NY 11931
System Type: Norstar
Contract Start Date: 1/1/2015
Contract End Date: 6/30/2015
Contract Term: 6 Months
Sales Person Name: Patty Lewis

Service Plan: Norstar Standard

Service Features:

- *Major Calls - 3 Hour Response Time - 8-5 M-F
- *Minor Calls - 24 Hour Response Time - 8-5 M-F

| Components | Unit | Quantity |
|---------------------------|---------|----------|
| Norstar CICS (0X16) | Station | 12 |
| Norstar Vc Mail Mod. 2/4 | Each | 1 |
| Paging system no speakers | 1 | 1 |

NOTES

1. Semi-annual billing.
2. Black Box Network Service's obligations to perform under the Maintenance Services Agreement is subject to Black Box Network Services's ability to obtain level 3 / 4 support, spare parts, upgrades, software and/or replacements from the vendor or alternative source. As a result, Black Box Network Services shall not be liable to the Customer, nor any third party, for its inability to obtain parts or materials necessary to repair the products.
3. This Schedule A assumes that the equipment listed is at a release level supported by Avaya. If the system is not operating at a level currently supported by Avaya, Black Box Network Services will provide a best effort to resolve the problem. This may include an option to upgrade the system to a supported level, or if the system cannot be upgraded, an option to replace the system with a currently supported system. Cost associated with nonstandard support may be charged to the Customer.

BlackBox Service Pricing Summary

| Description | |
|----------------------|------------|
| Total (Annual) | \$1,519.30 |
| Total (6 Month Term) | \$759.65 |

Customer Initials _____ Date _____



Customer Inventory Schedule A- Maintenance Pricing

Customer Name: Town of Riverhead - Municipal Garage
Site Number: 10537688
Service Address: Mechanic Maintenance Facility, 1412 Old Country Rd
 Riverhead NY 11901
Contact Name: Leisa Sollazzo
Contact Number: 631-727-3200
Billing Address: Mechanic Maintenance Facility, 1412 Old Country Rd
 Riverhead NY 11901
System Type: Norstar
Contract Start Date: 1/1/2015
Contract End Date: 6/30/2015
Contract Term: 6 Months
Sales Person Name: Patty Lewis

Service Plan: Norstar Standard

Service Features:

- *Major Calls - 3 Hour Response Time - 8-5 M-F
- *Minor Calls - 24 Hour Response Time - 8-5 M-F

| Components | Unit | Quantity |
|--------------------------|---------|----------|
| Norstar CICS (0X16) | Station | 8 |
| Norstar Vc Mail Mod. 2/4 | Each | 1 |

NOTES

1. Semi-annual billing.
2. Black Box Network Service's obligations to perform under the Maintenance Services Agreement is subject to Black Box Network Service's ability to obtain level 3 / 4 support, spare parts, upgrades, software and/or replacements from the vendor or alternative source. As a result, Black Box Network Services shall not be liable to the Customer, nor any third party, for its inability to obtain parts or materials necessary to repair the products.
3. This Schedule A assumes that the equipment listed is at a release level supported by Avaya. If the system is not operating at a level currently supported by Avaya, Black Box Network Services will provide a best effort to resolve the problem. This may include an option to upgrade the system to a supported level, or if the system cannot be upgraded, an option to replace the system with a currently supported system. Cost associated with nonstandard support may be charged to the Customer.

BlackBox Service Pricing Summary

| Description | |
|----------------------|------------|
| Total (Annual) | \$1,553.76 |
| Total (6 Month Term) | \$776.88 |

Customer Initials _____ Date _____

TOWN OF RIVERHEAD

Resolution # 858

**AUTHORIZES THE SUPERVISOR TO EXECUTE AN AGREEMENT WITH
ARLEEN BOBAL FOR TRANSCRIPTION OF TOWN MEETINGS**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, the Town Board is desirous of contracting with Arleen Bobal to perform transcription services for the minutes of various boards within the Town of Riverhead at a rate not to exceed \$4.00 per page and within such time parameters determined appropriate by the Town Clerk for the period January 1, 2015 through December 31, 2015.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby authorizes the Town Supervisor to enter into an agreement with Arleen Bobal for the performance of transcribing the minutes of various boards within the Town of Riverhead at a rate not to exceed \$4.00 per page within the time parameters determined appropriate by the Town Clerk for a period effective January 1, 2015 through December 31, 2014; and be it further

RESOLVED, that the Town is hereby directed to forward a copy of this resolution and attachment agreement to Arleen Bobal, 43 Daffodil Lane, Wantagh, NY 11793; and

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 859

**RATIFIES THE APPROVAL OF THE APPLICATION FOR FIREWORKS PERMIT OF
RIVERHEAD BUSINESS IMPROVEMENT DISTRICT
MANAGEMENT ASSOCIATION
(Grangebel Park – Saturday, December 13, 2014)**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, on December 1, 2014, the Riverhead Business Improvement District Management Association submitted a Fireworks Permit Application for the purpose of conducting a fireworks display to be held at Grangebel Park, Riverhead, on Saturday, December 13, 2014; and

WHEREAS, the Riverhead Business Improvement District Management Association has requested the applicable Fireworks Permit Application fee be waived due to its not-for-profit status; and

WHEREAS, the Town Attorney is in receipt of a completed Fireworks Application executed by the Chief of the Riverhead Fire Department and the Riverhead Fire Marshal and a certificate of insurance from the fireworks company (Pyro Engineering, Inc., d/b/a Bay Fireworks) naming the Town of Riverhead and the Riverhead Business Improvement District Management Association as additional insureds and has determined that same is satisfactory as to their form.

NOW THEREFORE BE IT RESOLVED, that the Fireworks Permit Application of the Riverhead Business Improvement District, for the purpose of conducting a fireworks display to be held at Grangebel Park, Riverhead, on Saturday, December 13, 2014 at approximately 7:00 p.m., is hereby approved with the following conditions:

- The required fire suppression equipment and personnel shall be provided by the Riverhead Fire Department who must be at the site prior to commencement of fireworks display.
- Scheduling a pre-event inspection with the Fire Marshal's Office to take place on the day of the event having the Fireworks technician(s), the Riverhead Fire Marshal and the Riverhead Fire Chief in attendance.
- Fireworks and technicians must arrive at Grangebel Park at the time previously scheduled with the Fire Marshal's Office on the day of the event.
- Fireworks technician must have photo identification and present same to Fire Marshal upon request.
- Fire Marshal to be present 60 minutes prior to commencement of display for purpose of final inspection and safety review.

- Fireworks display shall be limited to the size described on the application.
- Fire Marshal shall have final authorization to allow the fireworks display or cancel the display if there are unsafe conditions, lightning and/or winds in excess of 30 miles per hour; and be it further

RESOLVED, that the applicable Fireworks Permit Application fee is hereby waived due to the applicant's not-for-profit status; and be it further

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to Riverhead Business Improvement District Management Association, 49 East Main Street, Riverhead, New York, 11901; Pyro Engineering, Inc., d/b/a Bay Fireworks, 999 South Oyster Bay Road, Suite 111, Bethpage, New York, 11714; and be it further

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 860

**AUTHORIZES THE SUPERVISOR TO EXECUTE A LICENSE AGREEMENT WITH
EASTERN BAYS COMPANY, INC. TO ALLOW THE INSTALLATION OF
FLOATING UPWELLER SYSTEMS (FLUPSY) IN EAST CREEK**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, the Peconic Estuary Management Conference has identified six priority management issues facing the estuary, one of which is the threat to habitat and living resources; and

WHEREAS, the Peconic watershed contains a large variety of natural communities, all of which are important to the ecology and productivity of the ecosystem; and

WHEREAS, Eastern Bays Company, Inc. is in the business of cultivating oysters, scallops and hard clams for the purpose of providing cultivated shellfish to entities wishing to aid in the proliferation of shellfish; and

WHEREAS, Eastern Bays Company, Inc. wishes to install four (4) Floating Upweller Systems in East Creek for the purposes of cultivating shellfish; and

WHEREAS, it is in the best interests of the residents of the Town of Riverhead to encourage such environmental companies to locate within the Township; and

WHEREAS, Eastern Bays Company, Inc. has agreed to provide monthly tours of its East Creek facility.

NOW THEREFORE BE IT RESOLVED, that the Supervisor is hereby authorized to execute the attached License Agreement with Eastern Bays Company, Inc.; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Eastern Bays Company, Inc., P.O. Box 1606, Jamesport, NY 11947, the Office of the Town Attorney and the Office of Accounting; and be it further

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

LICENSE

License ("License"), made as of the day of January, 2015, by and between the Town of Riverhead, ("Licensor") having an address at 200 Howell Avenue, Riverhead, New York and Eastern Bays Company, Inc. ("Licensee"), having an address at P.O. Box 1606, Jamesport, New York 11947, a New York corporation.

W I T N E S S E T H

WHEREAS, Eastern Bays Company, Inc. wishes to utilize Floating Upweller Systems (FLUPSY) to be located at the northerly terminus of East Creek, in Jamesport, for the purpose of culturing seed hard clams, bay scallops and oysters set forth in the contract between the parties, and

WHEREAS, the Town of Riverhead wishes to grant the Licensor the right to install and utilize up to four (4) FLUPSY tanks at the aforementioned location.

NOW, THEREFORE, in consideration of the mutual agreements herein contained, Licensor and Licensee, for themselves and their successors, hereby agree as follows:

1. Licensing: Upon the terms and conditions hereinafter set forth, Licensor hereby licenses to Licensee the right to use the licensed premises, a copy of which is annexed hereto as Exhibit A.
2. Term of the License. The term of this License (the "term") shall commence on March 1, 2015 and shall end on December 31, 2015.

3. Condition of the License Properties. Licensee is familiar with the licensed premises, has examined same and is aware of defects, if any, in it. Notwithstanding the foregoing, Licensee agrees to accept the licensed properties “as is”.

4. License Fee. Licensee shall pay to Licensor, upon the execution of this agreement the License fee of \$50.00 per month for each FLUPSY installed at the Town’s site for the term of the License, in full. In addition, Licensee agrees to pay metered electric and water charges related to use of the site.

a) The License fee and any other monies payable by the Licensee shall be paid by check made payable to the Town of Riverhead and delivered to William Rothaar, Financial Administrator, at 1295 Pulaski Street, Riverhead, New York, 11901.

5. Use of License Property. Licensee agrees to utilize the licensed properties exclusively for the purpose of operating the FLUPSY and to provide educational tours of the facility. The Town of Riverhead shall issue to the Licensee four (4) temporary parking permits to enable Licensee, its employees and agents to gain access to the East Creek Marina for the sole purpose of accessing the FLUPSY dock and tanks located at the northern terminus of the creek. The temporary parking permits shall be limited to the duration of this License Agreement.

6. Repair, Maintenance and Inventory of License Properties.

a) Licensee agrees to maintain the licensed area free of trash and debris.

b) The Licensee shall not be permitted to alter the licensed property without the prior permission of the Licensor.

7. Damage to Property on Premises. Licensee agrees that all property of every kind and description kept, stored or placed in or on the licensed premises shall be at Licensee's sole risk and hazard and that Licensor shall not be responsible for any loss or damage to any of such property resulting from the elements, electric or fire, whether or not originating in the premises, caused by or from leaks or defects in or breakdown of plumbing, piping, wiring, or any other facility, equipment or fixtures or any other cause or act and whether or not resulting from the negligence of Licensor or other tenants of Licensor or anyone for whom Licensor may be responsible.

8. Damage by Casualty. In case the licensed premises shall be destroyed or shall be so damaged by fire or other casualty as to become untenable, then, in such event, at the option of Licensor, this Licensee shall terminate from the date of such damage or destruction and Licensee shall immediately surrender such premises and all interest in the premises to Licensor, and Licensee shall pay rent only to the time of such surrender. Licensor shall exercise such option to terminate this License by notice in writing, delivered to Lessee within 10 days after such damage or destruction. In case Licensor shall not elect to terminate this License in such event, this

License shall continue in full force and effect and Licensor shall repair the licensed premises with all reasonable promptness, placing the same in as good a condition as they were at the time of the damage or destruction and for that purpose may enter such premises, and rent shall abate in proportion to the extent and duration of un-tenantability. In either event, Licensee shall remove all rubbish, debris, equipment and other personal property within five days after the request of Licensor. If the licensed premises shall be only slightly injured by fire or the elements, so as not to render the same un-tenantable and unfit for the use described above, then Licensor shall repair the same with all reasonable promptness, and in that case the rent shall not abate. No compensation or claim shall be made by or allowed to Licensee by reason of any inconvenience or annoyance arising from the necessity of repairing any portion of the bulkhead, dock or the licensed premises, however the necessity may occur.

9. Insurance. Eastern Bays Company, Inc. further agrees to carry General Liability Insurance and in an amount not less than \$1,000,000.00 combined single limit covering bodily injury and property damage per occurrence in a company(ies) acceptable to the Town of Riverhead, in which policy the Town of Riverhead shall be named as additional insured. Eastern Bays Company, Inc. shall furnish satisfactory evidence that such insurance is in effect and will not be canceled during the term of this Agreement without thirty (30) days prior written notice of such cancellation to Licensor.

10. Indemnity: In addition to the Comprehensive General Liability Coverage set forth in paragraph 9, if applicable Licensee shall carry worker's compensation insurance. Licensee shall indemnify and hold the Licensor, its departments, officers, agents and employees harmless against any and all claims, actions, liabilities, losses (including, without limitation, consequential and special damages), costs and expenses (including, without limitation, court costs and reasonable attorney fees and expenses), arising from or in connection with the acts, omissions, or use of the licensed property by Licensee, its employees, agents, or invitees.

11. Assignment. Notwithstanding anything to the contrary contained in the License, Licensee shall not assign this License or otherwise transfer the rights set forth in this License, in whole or in part, or permit Licensee's interest to be vested in any other party other than Licensee by operation of law or otherwise. A transfer of more than fifty (50%) percent at any one time, or in the aggregate from time to time, of the stock, partnership or other ownership interests in Licensee, direct or indirectly shall be deemed to be an assignment of this License.

12. Compliance with Laws. Licensee shall comply with all laws and ordinances and other public requirements now or later affecting the premises or the use of the premises, and save Licensor harmless from expense or damage resulting from failure to do so.

13. Notices: Any notices to be given under this License shall be in writing and shall be sent by registered or certified mail, return receipt

requested. If such notice is directed to Licensor, it shall be addressed to the attention of the Riverhead Town Supervisor at 200 Howell Avenue, Riverhead, New York, 11901. If such notice is directed at the Licensee, it shall be addressed to P.O. Box 1606, Jamesport, New York, 11947.

14. Miscellaneous: Merger. All prior understandings and agreements between the parties with respect to the subject matter hereof are merged within this agreement, which alone, fully and completely sets forth the understanding of the parties with respect to the subject matter hereof. This License may not be changed or terminated orally, or in any manner, other than in writing signed by the party against whom enforcement is sought.

15. Cross Default. To the extent that the Licensor and Licensee are parties to related agreements, any default under the related agreements shall be deemed to be a default under this License, and any default under this License shall be deemed a default under such similar agreements.

16. Approval by Town Board. This License is not effective until it is approved by Resolution of the Town Board of the Town of Riverhead.

IN WITNESS WHEREOF, Licensor and Licensee do hereby execute this License as of the date and year first above written.

TOWN OF RIVERHEAD

By: _____
Sean M. Walter, Supervisor

EASTERN BAYS COMPANY, INC.

By: _____
William Raisch, President

TOWN OF RIVERHEAD

Resolution # 861

AUTHORIZES TOWN CLERK TO PUBLISH AND POST A PUBLIC NOTICE FOR A LOCAL LAW TO CONSIDER AMENDMENT TO CHAPTER 106 ENTITLED "WATERWAYS" OF THE RIVERHEAD TOWN CODE

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

BE IT RESOLVED, that the Town Clerk be and is hereby authorized to publish the attached public notice once in the December 24, 2014 issue of the News Review, the newspaper hereby designated as the official newspaper for this purpose, and also to cause a copy of the proposed local law amending Chapter 106 entitled "Waterways" of the Riverhead Town Code, to be posted on the sign board of the Town; and be it further

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

THE VOTE

Giglio Yes No

Wooten Yes No

Gabrielsen Yes No

Dunleavy Yes No

Walter Yes No

The Resolution Was Thereupon Duly Declared TABLED

**TOWN OF RIVERHEAD
PUBLIC NOTICE**

PLEASE TAKE NOTICE that a public hearing will be held before the Town Board of the Town of Riverhead, at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York 11901, on the 6th day of January, 2015 at 2:05 o'clock p.m. to consider a local law amending Chapter 106 entitled "Waterways" of the Riverhead Town Code as follows:

CHAPTER 106
WATERWAYS

~~§ 106-16. Penalties for offenses.~~

- ~~A. Any person who violates any provision of this chapter shall be guilty of an offense and shall, upon conviction, be subject to a fine not to exceed \$500 or less than \$50 or imprisonment for not more than six months, or to both such fine and imprisonment.~~
- ~~B. The Town Board may also maintain an action or proceeding in the name of the Town in a court of competent jurisdiction to compel compliance with or to restrain by injunction the violation of this chapter.~~

~~§ 106-17. Severability.~~

~~If any clause, sentence, section, paragraph or provision of this chapter or any rule or regulation hereunder shall be adjudged by a court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder of this chapter but shall be confined in its operation to the clause, sentence, section, paragraph or provision or rule or regulation directly involved in the controversy in which such judgment~~

~~§ 106-17. When Effective.~~

~~This chapter shall become effective pursuant to law of the State of New York.~~

Article IV Jet Pack Vessels

§ 106-16. Scope.

- A. The regulations of this Article shall govern the use of JetPack Vessels on all waters of the Town of Riverhead.
- B. JetPack Vessels shall comply with all laws and regulations governing Class A vessels including but not limited to registration, operation, and navigation.
- C. JetPack Vessels shall comply with all laws and regulations as set forth in Chapter 106 of the Town Code of the Town of Riverhead governing vessels.
- D. JetPack Vessels operated for recreational or commercial ("for hire") uses are subject to all

boating safety laws, unless otherwise noted in these regulations.

§ 106-17. Purpose.

The purpose of this Article is to develop comprehensive safety standards and registration requirements for JetPack Vessels operated on the waters of the Town of Riverhead.

In addition, this Article is adopted in order to protect the waterways of the Peconic River and the Peconic Estuary. The Peconic River, classified as “Impaired Waters” (303 d list) by the NYS Department of Environmental Conservation suffers from excessive nitrogen loadings that have been responsible for chronic algal blooms and extremely low dissolved oxygen (DO) levels. Low DO levels in the Peconic River have caused a number of fish kills that have generally occurred during the warm weather months when DO levels are normally lower.

One of the sources of nitrogen is nutrient flux, or the cyclic release of nitrogen from highly enriched organic bottom sediments. Although a naturally occurring phenomenon, nutrient flux can be triggered by, and made more severe by the agitation of bottom sediments. Specifically, the bottom sediments are displaced, put into suspension within the water column. Inadvertent propeller dredging by boats is a typical cause for suspension. Because the sediments are so fine (extremely small) the displacement and associated turbulence can cause the sediments to remain in suspension for many hours, if not days. The impacts to water clarity and DO levels can be severe at times.

The use of a water jet powered JetPack Vessels within the Peconic River corridor, will without question cause the suspension of the highly enriched organic sediments. Moreover, the constant activity of the JetPack Vessels will create enough turbulence that the sediments will remain in suspension for prolonged periods of time. While in suspension, DO levels and water clarity will precipitously be lowered, negatively impacting aquatic life. While prop dredging from motorized vessels does occur, a trained boat operator will make every effort to avoid this from happening by staying within the designated deeper water navigation channels. The disturbance of bottom sediments from water jet propulsion from JetPack Vessels activities cannot be avoided within the Peconic River.

§ 106-18. Exceptions.

This chapter does not apply to:

- A. JetPack Vessels used solely for the purpose of emergency rescue operations and associated emergency training programs; and
- B. If approved by state and federal regulatory agencies, if applicable and if approved the Town Board of the Town of Riverhead pursuant to Chapter 90 and/or section 106-9 of the Town Code of the Town of Riverhead where JetPack Vessels are engaged in
 - a:

- (1) Professional exhibition;
- (2) Regatta;
- (3) Motorboat race or other boat race;
- (4) Marine parade; or
- (5) Tournament or exhibition.

C. Not more than two (2) of the events set forth above in subsection B. shall be conducted within any calendar year.

§ 106-19. Definitions and word usage.

A. The following terms, phrases and their derivatives shall have the meanings herein.

BOAT UNIT

The portion of the JetPack Vessel that contains the jet pump and water intake valve(s).

The boat unit includes:

- (a) A separately registered personal watercraft that is attached to the jet propelled device via a high pressure water hose; or
- (b) A streamlined hull consisting of an engine and water pump that is connected to the jet propelled device via a high pressure water hose. The hull is not required to have seating for an operator or passenger.

CLASS A VESSEL

A motorboat less than 16 feet in length.

HELMET

A water sport helmet.

INSTRUCTOR

Any person that provides instruction regarding the operation and use of the JetPack Vessel.

JETPACK VESSEL

A system whereby a jet propelled device is attached via a high pressure water hose to a boat unit that contains a jet pump. The boat unit intakes water and pumps it through the high pressure water hose to the jet propelled device capable of elevating a rider from the surface of the water.

JET PROPELLED DEVICE

The portion of the JetPack Vessel where the rider is seated or standing including but not limited to jet propelled boards, jetpacks and water bikes.

OBSERVER

Means a person other than the rider that is responsible for the safety of the rider and all equipment involved in the JetPack Vessel operation.

OPERATE

To navigate or otherwise use a vessel and or move or support a person in the water or air.

OPERATOR

The person that controls the thrust of the jet propelled device. The operator may also serve as the rider.

OWNER

The person or entity that registers the JetPack Vessel.

PERSONAL WATERCRAFT

A Class A vessel which:

- (a) Has an inboard motor which uses an internal combustion engine powering a water jet pump as its primary source of motive propulsion;
- (b) Is designed with the concept that the operator and passenger ride on the outside surfaces of the vessel as opposed to riding inside the vessel;
- (c) Has the probability that the operator and passenger may, in the normal course of use, fall overboard; and
- (d) Is designed with no open load-carrying area which would retain water.

PORPOISE LIKE MOTION

The intentional operation of the jet propelled device under the surface of the water for a lateral distance of more than 2 feet and then resurfacing.

RESCUE VESSEL

A fully navigable motorized vessel sufficient to carry all of the people involved in the JetPack Vessel activity.

RESTRICTED VISIBILITY

Any condition in which visibility is restricted by fog, mist, falling snow, heavy rainstorms, sandstorms or any other similar causes.

RIDER

The person actually on the jet propelled device. The rider may also serve as the operator.

§ 106-20. Restrictions.

- A. A person may not operate or give permission to operate a JetPack Vessel in a reckless or negligent manner.
- B. A person may not lease, hire, rent, operate, or give permission to operate a JetPack Vessel unless the observer, operator, and rider are 16 years old or older.

- C. A person may not operate or give permission to operate a JetPack Vessel unless:
- (1) An observer is on the boat unit;
 - (2) Where the boat unit does not require an observer on An observer is on a navigable rescue vessel that is located at least 100 feet, but no more than 300 feet, away from the rider;
 - (3) The observer is responsible for the safety of only one rider at a time; and
 - (4) The observer meets New York requirements for a vessel operator.
- D. A person may not operate or give permission to operate a JetPack Vessel for rental use on the waters of the Town of Riverhead unless the rider is wearing a helmet.
- E. A person may not operate or give permission to operate a JetPack Vessel unless the rider is wearing a high impact Type I, Type II, or Type III personal flotation device approved by the U.S. Coast Guard.
- G. A person may not operate or give permission to operate a JetPack Vessel in any area of water with a depth of less than 6 feet unless the jet propelled device and rider maintain contact with the water at all times.
- H. A person may not operate or give permission to operate a JetPack Vessel in properly identified speed zones unless the jet propelled device and rider maintain contact with the water at all times. Properly identified speed zones include 5 statute miles per hour speed zones and wake zones.
- I. A person may not operate or give permission to operate a JetPack Vessel on the waters of the Town of Riverhead within 300 feet in all directions, including vertically, of any bridge, structure, shore, wharf, pier, piling, mooring ball, buoy, vessel, or people in the water. This distance restriction shall also apply to the instructor, the boat unit, or the operator.
- J. The rider is prohibited from picking up any other person or using a tandem harness to include a second rider.
- K. A person may not operate or give permission to operate a JetPack Vessel on the waters of the Town:
- (1) Between sunset and sunrise; or
 - (2) In or near an area of restricted visibility; and
 - (3) In any channel or within 100 feet of any channel marker.
- L. A JetPack Vessel operator, observer shall carry a certificate of Boater Safety Education.
- M. A person may not act as an observer, rider, operator, and instructor or give permission to operate or observe a JetPack Vessel on the waters of the State if they are:
- (1) Under the influence of alcohol;
 - (2) Impaired by alcohol;
 - (3) So far impaired by any drug, combination of drugs, or combination of one or more

drugs and alcohol that the person cannot operate a vessel safely; or

(4) Impaired by any controlled dangerous substance, unless the person is entitled to use the controlled dangerous substance under the laws of the State.

N. A person may not operate or give permission to operate on the waters of the State a JetPack Vessel unless it is equipped with an engine cutoff switch.

O. All JetPack Vessels must be registered in New York State.

§ 106-21. Special Operating Conditions.

A. A person may not operate or give permission to operate a JetPack Vessel in a porpoise like motion unless the water depth is a minimum of 20 feet.

B. A person may not operate or give permission to operate a jetpack vessel within 300 feet from any residence.

C. A person may not operate or give permission to operate a JetPack Vessel where the jet propelled device and rider rise higher than 6 feet unless the water depth is a minimum depth of 12 feet.

§ 106-22. Registration of Boat Units.

A. All boat units shall have a valid:
(1) Hull Identification Number; and
(2) Vessel Registration.

§ 106-23 Penalties for offenses.

A. Any person who violates any provision of this chapter shall be guilty of an offense and shall, upon conviction, be subject to a fine not to exceed \$500 or less than \$100 or imprisonment for not more than six months, or to both such fine and imprisonment.

B. The Town Board may also maintain an action or proceeding in the name of the Town in a court of competent jurisdiction to compel compliance with or to restrain by injunction the violation of this chapter.

§ 106-24. Severability.

If any clause, sentence, section, paragraph or provision of this chapter or any rule or regulation hereunder shall be adjudged by a court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder of this chapter but shall be confined in its operation to the clause, sentence, section, paragraph of provision or rule or regulation directly involved in the controversy in which such

judgment

- Underscore indicates additions
- Overstrike indicates deletions

Dated: Riverhead, New York
December 16, 2014

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

TABLED

TOWN OF RIVERHEAD

Resolution # 862

AUTHORIZES SHOTGUN HUNTING FOR DEER ON TOWN PROPERTY AT ENTERPRISE PARK AT CALVERTON (SCTM No. 600-135-1-7.33, et al.) and 1751 SOUND AVENUE, CALVERTON (SCTM No. 600-60-1-2) FROM JANUARY 5, 2015, to JANUARY 30, 2015, inclusive, weekdays only

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, Town of Riverhead residents and Town of Riverhead real property owners have requested permission to engage in shotgun hunting for deer only on Town property at Enterprise Park at Calverton, SCTM No. District 600, Section 135, Block 1, Lot 7.33, et al., (hereinafter referred to as "EPCAL") and 1751 Sound Avenue, Calverton, SCTM No. District 600, Section 60, Block 1, Lot 2, (hereinafter referred to as "SOUND") from January 5, 2015, to January 30, 2015, inclusive, week days only; and

WHEREAS, the Town Board of the Town of Riverhead wishes to provide shotgun hunting for deer only to Town of Riverhead residents and Town of Riverhead real property owners on Town property at EPCAL and SOUND from January 5, 2015, to January 30, 2015, inclusive, week days only; and

WHEREAS, deer hunting by shotgun in New York State is a regulated activity by New York State and is subject to the laws, rules and regulations of New York State as enforced in whole or in part by the New York State Department of Environmental Conservation; and

WHEREAS, Town of Riverhead residents and Town of Riverhead real property owners who wish to engage in hunting activity on Town of Riverhead real property are bound by applicable laws, rules and regulations of New York State.

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead authorizes the Wildlife Management Advisory Committee (WMAC) to conduct a lottery on Thursday, December 18, 2014, 6:00 p.m., at Riverhead Town Hall, in the town board meeting room, to establish a list of those qualified hunters who are either residents of the Town of Riverhead or Town of Riverhead real property owners who shall be permitted to hunt for deer only by shotgun in EPCAL and SOUND in designated sections at designated time periods as determined by the WMAC.

BE IT FURTHER RESOLVED THAT, all designated and qualified hunters must possess a valid New York State deer hunting license, big game tag, landowner's endorsement as well as all other attendant-required documentation and shall abide by the laws, rules and regulations of New York State regarding deer hunting as well as the directives of the Wildlife Management Advisory Committee and/or Town officials and employees, failure of which to abide by shall subject the hunter to immediate revocation of the non-transferable hunting privilege.

BE IT FURTHER RESOLVED THAT, designated and qualified hunters shall only hunt in areas designated on the maps to be approved by the Town Attorney's office and WMAC, from January 5, 2015, to January 30, 2015, inclusive, week days only, sunrise to sunset, in designated sections at designated time periods solely in the discretion of Town of Riverhead officials and employees and WMAC and per the directives of the Town officials and employees and WMAC.

BE IT FURTHER RESOLVED THAT, designated and qualified hunters shall be required to review and execute a revocable license agreement in a form approved by the Town Attorney at the time they are selected as a designated hunter in the lottery system.

BE IT FURTHER RESOLVED THAT the Town Supervisor is authorized to sign the respective landowner's endorsement and revocable license agreement on behalf of the Town Board.

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 863

PROJECT NO.: RDWD 14-06
WELLHEAD TREATMENT FOR PERCHLORATE REMOVAL – PLANT NO. 16
CONTRACT V – VESSEL FABRICATION AND DELIVERY
RIVERHEAD WATER DISTRICT

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, plans and specifications have been prepared by H2M, consulting engineers to the Riverhead Water District, regarding Wellhead Treatment for Perchlorate Removal at Plant No. 16, Contract V – Vessel Fabrication and Delivery for the Riverhead Water District.

NOW THEREFORE BE IT RESOLVED, that the Town Clerk be and is hereby authorized to publish and post the attached Notice to Bidders in the December 25, 2014 edition of The News Review with regard to receiving bids for Wellhead Treatment for Perchlorate Removal at Plant No. 16, Contract V – Vessel Fabrication and Delivery for the Riverhead Water District, and be it further

RESOLVED, that the Town Clerk shall publicly open and read aloud the submitted bids on the date as advertised in the Notice to Bidders, and be it further

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

NOTICE TO BIDDERS

The Town Board of Riverhead will receive bids for the "WELLHEAD TREATMENT FOR PERCHLORATE REMOVAL – PLANT NO. 16 – CONTRACT V – VESSEL FABRICATION AND DELIVERY" for the Riverhead Water District at the Town Clerk's office, Town Hall, 200 Howell Avenue, Riverhead, New York 11901, until **11:00 A.M., on Tuesday, January 13, 2014**, at which time and place all bids will be publicly opened and read aloud for:

PROJECT NO.: RDWD 14-06
WELLHEAD TREATMENT FOR PERCHLORATE REMOVAL – PLANT NO. 16
CONTRACT V – VESSEL FABRICATION AND DELIVERY

Bid documents may be examined and obtained on or after **Friday, December 26, 2014** by visiting the Town of Riverhead website: www.townofriverheadny.gov and clicking on "Bid Requests."

Each proposal must be accompanied by a bid bond in the amount of five percent (5%) of the total bid, or a certified check made payable to the TOWN OF RIVERHEAD as assurance that the bid is made in good faith.

The right is reserved to reject any or all bids, to waive any informality and to accept the lowest responsible bid.

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

ACTING AS THE GOVERNING BODY
OF THE RIVERHEAD WATER DISTRICT

DIANE WILHELM, TOWN CLERK

DATED: **Friday, December 26, 2014**

TOWN OF RIVERHEAD

Resolution # 864

**AUTHORIZES TOWN CLERK TO PUBLISH AND POST
NOTICE TO BIDDERS FOR WATER SERVICE MATERIALS**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, the Town of Riverhead Water District requires a variety of parts and equipment, including but not limited to outlet thread taps, meter pit covers, yoke key valves, wedge gate valves, hydrant tee(s), hydrant extension kits, nuts and eye bolts, to maintain equipment and facilities (hereinafter described as “Water Service Materials”); and

WHEREAS, the Town of Riverhead Water District prepares bid specifications each year listing all items required to properly service equipment and facilities related to water services provided by the Water District; and

WHEREAS, due to the holiday publication schedule, the Riverhead Water District has requested that the Notice to Bidders be placed in the December 18, 2014, issue of ***The News-Review***.

NOW THEREFORE BE IT RESOLVED, that the Town Board, acting as governing body of the Riverhead Water District, hereby authorizes the Town Clerk to publish and post the attached Notice to Bidders for Water Service Materials in the **December 18, 2014**, issue of ***The News-Review***; and be it further

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD
NOTICE TO BIDDERS**

Sealed bids for the purchase of **WATER SERVICE MATERIALS** (parts and equipment, including but not limited to, outlet thread taps, meter pit covers, yoke key valves, wedge gate valves, hydrant tee(s), hydrant extension kits, nuts and eye bolts, to maintain equipment and facilities) for use by the RIVERHEAD WATER DISTRICT will be received by the Town Clerk of the Town of Riverhead at Town Hall, 200 Howell Avenue, Riverhead, New York, 11901, until **11:00 a.m. on January 15, 2015.**

Bid Specifications and/or Plans may be examined and/or obtained at the Town Clerk's office at Town Hall Monday through Friday (except holidays) between the hours of 8:30 a.m. and 4:30 p.m. or by visiting the Town of Riverhead website at www.townofriverheadny.gov on or after **December 18, 2014.** Click on "Bid Requests" and follow the instructions to register.

All bids are to be submitted in a sealed envelope bearing the designation **BIDS FOR WATER SERVICE MATERIALS – BID #2014-36-RWD.** All bids must be submitted on the bid form provided. Any and all exceptions to the Specifications must be listed on a separate sheet of paper, bearing the designation "**EXCEPTIONS TO THE SPECIFICATIONS**" and be attached to the bid form.

NOTE: Bid responses must be delivered to the Office of the Town Clerk at the address above. The Town may decline to accept, deem untimely and/or reject any bid response/proposal that is not delivered to the Office of the Town Clerk.

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 # 865

**AUTHORIZES THE SUPERVISOR TO EXECUTE AN INTERMUNICIPAL
AGREEMENT WITH THE VILLAGE OF PORT JEFFERSON
(LeeBoy Sprayer – Highway)**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, the Highway Departments of the Town of Riverhead (“Town”) desires to purchase one used LeeBoy Spray Patcher, Model RA200, Serial Number 2020-59386 from the Village of Port Jefferson (“Village”) for the purchase price of \$19,999.00; and

WHEREAS, the Village desires to sell one used LeeBoy Spray Patcher, Model RA200, Serial Number 2020-59386 to Town for the purchase price of \$19,999.00; and

WHEREAS, it would be beneficial for the taxpayers of the Town to acquire the used LeeBoy Spray Patcher, Model RA200, Serial Number 2020-59386 from the Village.

NOW THEREFORE BE IT RESOLVED, that the Town Board authorizes the Supervisor to execute an intermunicipal agreement between the Town and Village in substantially the form attached hereto; and be it further

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

**INTERMUNICIPAL AGREEMENT
BETWEEN THE TOWN OF RIVERHEAD AND
THE VILLAGE OF PORT JEFFERSON**

THIS INTER-MUNICIPAL AGREEMENT (the "Agreement") made this ____ day of Novmeber, 2014, between the **TOWN OF RIVERHEAD** ("TOWN"), a municipal corporation of the State of New York, having its principal offices at 200 Howell Avenue, Riverhead, New York 11901, and the **VILLAGE OF PORT JEFFERSON** ("VILLAGE"), a municipal corporation of the State of New York, having its principal offices at 121 West Broadway, Port Jefferson, New York 11777; and

WHEREAS, the VILLAGE is the owner of a LeeBoy Spray Patcher, Model RA200, Serial Number 2020-59386 (the "Equipment"); and

WHEREAS, the TOWN desires to purchase the Equipment from the VILLAGE upon the terms and conditions contained herein; and

WHEREAS, the TOWN and the VILLAGE find it mutually beneficial and in the interest of the public to enter into an Inter-municipal Agreement for the TOWN to purchase the Equipment from the VILLAGE; and

WHEREAS, the Town Board of the Town of Riverhead, by Resolution No. 2014-____ dated _____, 2014, on behalf of the Town of Riverhead, authorized the entering into of an Inter-municipal Agreement; and

WHEREAS, pursuant to Resolution No. 2014-11 dated, November 3, 2014, the VILLAGE authorized the entering into of an Inter-municipal Agreement.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL COVENANTS AND AGREEMENTS HEREIN CONTAINED THE PARTIES AGREE, WARRANT AND COVENANT AS FOLLOWS:

1. The TOWN shall purchase the Equipment from the VILLAGE for Nineteen Thousand Nine Hundred and Ninety-Nine (\$19,999.00) dollars payable to the Village by bank check. Following the VILLAGE's receipt of said check, the TOWN shall, at its sole cost and expense, pick up the Equipment from the VILLAGE.

2. The TOWN represents and warrants that it has made inspection of the Equipment and is fully familiar with its condition as has agreed to accept same in its "as is," "where is" condition.

3. The VILLAGE represents and warrants that it has sole ownership of the Equipment, and it shall be delivered to the TOWN free and clear of all liens and encumbrances.

4. From and after the TOWN's acceptance of the Equipment, the TOWN shall, to the extent permitted by law, shall indemnify and save harmless the VILLAGE, its officers,

employees, servants and agents from and against all suits, claims, demands or actions for any injuries sustained or alleged to be sustained by any party or parties in connection with the Equipment. In the event that any such action shall be brought against the VILLAGE, the TOWN shall immediately take charge of and defend the VILLAGE at its sole cost and expense

5. No Party shall assign, transfer, convey, sublet or otherwise dispose of this Agreement, or any of its right, title or interest therein, or its power to execute this Agreement, to any other person or corporation, except for the purposes described herein, without prior consent in writing, and any attempt to do any of the foregoing without such consent shall be of no effect.

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

7. All provisions as required by Law are hereby deemed inserted. The Parties agree that nothing in this Agreement shall be construed so as to interfere with or diminish any municipal powers or authority.

8. It is expressly agreed that this instrument represents the entire agreement of the parties and that all previous understandings are merged in this Agreement.

9. This Agreement may be executed in separate counterparts by the Parties and all signatures on the counterparts shall be valid. This Agreement shall take effect and be legally binding upon each Party upon its execution hereof.

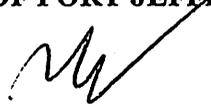
IN WITNESS WHEREOF, the parties hereto have set their hands and seal the date and year first above written.

TOWN OF RIVERHEAD

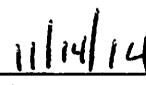
By: _____

Date

VILLAGE OF PORT JEFFERSON

By: 

Margot Garant, Mayor



Date

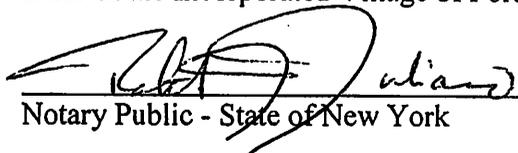
STATE OF NEW YORK)
) ss:
COUNTY OF SUFFOLK)

On the ____ day of November, 2014, before me personally came _____, to me known, who, being by me duly sworn, did depose and say that he/she is the _____ of the TOWN OF RIVERHEAD, the municipal corporation described in and which executed the foregoing instrument; that he/she signed his/her name thereto by order of the Town Board of the Town of Riverhead.

Notary Public

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

On the 14 day of November, 2014 before me, the personally appeared **Margot Garant** who, being by me duly sworn, deposed and said: That she is the Mayor of the Incorporated Village of Port Jefferson, a municipal subdivision of the State of New York, named in and which executed the above and within Instrument; and that she signed her name thereto by order of the Incorporated Village of Port Jefferson.



Notary Public - State of New York

ROBERT J. JULIANO
Notary Public, State of New York
No. 01005057587
Qualified in Suffolk County
Commission Expires October 21, 2017

TOWN OF RIVERHEAD

Resolution # 866

ORDER CALLING PUBLIC HEARING REGARDING IMPROVEMENTS TO FACILITIES OF RIVERHEAD WATER DISTRICT-WELLHEAD TREATMENT FOR PERCHLORATE REMOVAL – PLANT NO. 16

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Town Board of the Town of Riverhead, Suffolk County, New York, as governing body of the Riverhead Water District, has determined that there is a need to improve the facilities of the district through wellhead treatment for perchlorate removal at Plant No. 16, and

WHEREAS, the maximum amount proposed to be expended for said improvements is \$522,500.00 including construction and engineering with said funds to be paid from existing District funds, and

WHEREAS, it is necessary that a public hearing be held on the question of the increase and improvements as described above, 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, as follows:

1. A public hearing will be held at the Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, on the 6th day of January, 2015 at 2:10 p.m. on the question of the increase and improvement of the facilities of the Riverhead Water District in the Town of Riverhead, Suffolk County, New York, in the manner described in the preambles hereof, and to hear all persons in the subject thereof, concerning the same, and to take such action as is required or authorized by law.
2. The Town Clerk is hereby authorized and directed to cause a copy of this resolution to be published in the December 25, 2014 edition of The News Review, the newspaper hereby designated as the official newspaper for this purpose, 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 public hearing.
3. The project described in the preambles hereto is hereby determined to be an “unlisted action” under the State Environmental Quality Review Act, the implementation of which, as proposed, will not result in any significant environmental effects.

4. This order shall take effect immediately.

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

Dated: Riverhead, NY
December 16, 2014

BY ORDER OF THE TOWN BOARD OF
THE TOWN OF RIVERHEAD,
SUFFOLK COUNTY, NY

DIANE WILHELM, TOWN CLERK

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 867

**GRANTS REQUEST FOR EXTENTION OF THE PUBLIC HEARING REGARDING
SPECIAL USE PERMIT OF UNITED RIVERHEAD TERMINAL. INC**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Riverhead Town Board is in receipt of a Special Use Permit Petition from United Riverhead Terminal, Inc. to expand an existing fuel storage and distribution facility upon 74.3 acres of land zoned Residence A-80 (RA-80); such real property more particularly described as Suffolk County Tax Lot No. 0600-6-2-5, 6 & 7; 0600-7-1-2 & 6; and

WHEREAS, a public hearing was held on October 21, 2104 at 7:25 p.m., which hearing was held open and adjourned to December 16, 2014 for United Riverhead Terminal, Inc. to perform its due diligence and for the public to give additional testimony; and

WHEREAS, by letter dated December 10, 2014 from Scott Kamm, United Riverhead Terminal, Inc. requested an extension of sixty (60) days to perform due diligence to address concerns and issues raised; and

WHEREAS, the Riverhead Town Board has carefully considered the request.

NOW THEREFORE BE IT RESOLVED, that in the matter of the special use permit petition of United Riverhead Terminal, Inc., the Town Board hereby grants the extension requested; and be it further

RESOLVED, that the public hearing shall remain open and adjourned to March 18, 2015 at 7:05 p.m. at which time the public hearing shall be re-opened; and be it further

RESOLVED, that the Town Clerk be and is hereby authorized to publish the attached public notice once in the December 25, 2014 issue of the News-Review Newspaper, the newspaper hereby designated as the official newspaper for this purpose, and also to cause a copy of the attached public notice to be posted on the sign board of the Town; and be it further,

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

THE VOTE

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

**TOWN OF RIVERHEAD
NOTICE OF PUBLIC HEARING**

PLEASE TAKE NOTICE that the public hearing held on October 21, 2014 will be held open and shall be heard before the Town Board of the Town of Riverhead at Riverhead Town Hall, 200 Howell Ave., Riverhead, New York on March 18, 2015 at 7:05 PM to consider the special use permit of United Riverhead Terminal New York to expand an existing fuel storage and distribution facility located on 74.3 acres of land zoned Residence A-80 (RA-80); such property being located at 212 Sound Shore Road and more particularly described as SCTM: 0600-6-2-5,6&7, 7-1-2&6.

Dated: Riverhead, New York
December 16, 2014

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

DIANE M. WILHELM, TOWN CLERK

TOWN OF RIVERHEAD

Resolution # 868

**APPROVES FREE YARD WASTE (MULCH) FOR RESIDENTS,
NON-RESIDENTS AND COMMERCIAL ENTITIES**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, The Town of Riverhead provides a yard waste “drop-off” location to Town residents, for loose (not bagged) yard waste including grass, leaves, brush, logs, and branches at the Town’s Yard Waste Facility; and

WHEREAS, The Town accepts the material for grinding and screening and makes the mulch available to Town residents; and

WHEREAS, The Town currently has a surplus of approximately 3,000 cubic yards of ground material, leaves, brush, and branches at the Facility; and

WHEREAS, The Town seeks to make available and offer for free the above described material to residents and non-residents, including commercial entities.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board hereby approves “free” mulch to residents, non-residents, and commercial entities during standard Facility hours of operation: Monday through Saturday between the hours of 7:30 a.m. and 3:30 p.m.; and be it further

RESOLVED, that the Town shall make available machinery assistance for loading Monday through Friday subject to and providing individuals and entities complete necessary and required waivers and hold harmless agreements and self load shall be available Monday through Saturday; and

RESOLVED, Sanitation Superintendent is hereby directed to post a notice on the Town Website in such form as approved 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

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 869

**ACCEPTS THE RESIGNATION OF A PROGRAM PLANNER IN THE
RIVERHEAD RECREATION DEPARTMENT**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, the Town has received written notification from Thomas Filgate, a Program Planner at the Riverhead Town Recreation Department, indicating his intent to resign effective December 16, 2014.

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

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 870

APPOINTS A PART-TIME HOMEMAKER TO THE SENIORS PROGRAM

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, a vacancy exists for a part-time Homemaker in the EISEP (Expanded In-home Services for the Elderly Program) which is funded by the New York State Office for the Aging and operated locally by the Riverhead Town Seniors Programs; and

WHEREAS, this position was duly posted for, Job Posting #9, duly advertised for, interviews were conducted; and

WHEREAS, pursuant to a successfully completed background investigation, a recommendation of a suitable candidate has been made by the Personnel Committee.

NOW, THEREFORE, BE IT RESOLVED, that effective December 22, 2014 this Town Board hereby appoints Donjua Strange to the position of Part-Time Homemaker at the hourly rate of \$13.37.

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 871

APPOINTS CALL-IN HOMEMAKERS TO THE SENIORS PROGRAM

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, vacancies exist for Call-In Homemakers in the EISEP (Expanded In-home Services for the Elderly Program) which is funded by the New York State Office for the Aging and operated locally by the Riverhead Town Seniors Programs; and

WHEREAS, the positions were duly advertised for, interviews were conducted; and

WHEREAS, pursuant to successfully completed background investigations, a recommendation of suitable candidates has been made by the Personnel Committee.

NOW, THEREFORE, BE IT RESOLVED, that effective December 22, 2014 this Town Board hereby appoints Lisa Donnelly and Elizabeth Dobrolski to the positions of Call-In Homemaker at the hourly rate of \$13.37.

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 872

APPOINTS A STUDENT INTERN TO THE TOWN CLERK'S OFFICE

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, a vacancy for a Student Intern exists in the Town Clerk's Office.

NOW, THEREFORE, BE IT RESOLVED, that pending the results of a successful background investigation, Christy Brewer is hereby appointed as a temporary Student Intern I effective December 22, 2014 through January 31, 2015 at the hourly rate of \$10.00.

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 873

PAYS BILLS

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

| ABSTRACT #14-42 December 11, 2014 (TBM 12/16/14) | | | |
|---|-------------|---------------------|---------------------|
| | | | |
| | | | Grand |
| Fund Name | Fund | Ckrun | Totals |
| GENERAL FUND | 1 | 6,626,818.12 | 6,626,818.12 |
| POLICE ATHLETIC LEAGUE | 4 | 586.83 | 586.83 |
| RECREATION PROGRAM FUND | 6 | 38,286.46 | 38,286.46 |
| REC YOUTH COMMITTEE FUN | 31 | 60.00 | 60.00 |
| HIGHWAY FUND | 111 | 621,885.06 | 621,885.06 |
| WATER DISTRICT | 112 | 437,670.27 | 437,670.27 |
| RIVERHEAD SEWER DISTRICT | 114 | 187,030.32 | 187,030.32 |
| REFUSE & GARBAGE COLLECTION DI | 115 | 249,803.36 | 249,803.36 |
| STREET LIGHTING DISTRICT | 116 | 84,798.23 | 84,798.23 |
| PUBLIC PARKING DISTRICT | 117 | 3,157.65 | 3,157.65 |
| AMBULANCE DISTRICT | 120 | 301,278.67 | 301,278.67 |
| EAST CREEK DOCKING FACILITY FU | 122 | 8,626.47 | 8,626.47 |
| CALVERTON SEWER DISTRICT | 124 | 11,306.74 | 11,306.74 |
| RIVERHEAD SCAVENGER WASTE DIST | 128 | 100,754.02 | 100,754.02 |
| WORKERS' COMPENSATION FUND | 173 | 66,889.75 | 66,889.75 |
| RISK RETENTION FUND | 175 | 12,960.16 | 12,960.16 |
| MAIN STREET REHAB PROGRAM | 177 | 20,000.00 | 20,000.00 |
| CDBG CONSORTIUM ACCOUNT | 181 | 84.07 | 84.07 |
| GENERAL FUND DEBT SERVICE | 384 | 11,107.50 | 11,107.50 |
| TOWN HALL CAPITAL PROJECT | 406 | 60,100.57 | 60,100.57 |
| WATER DISTRICT CAPITAL PROJECT | 412 | 4,525.00 | 4,525.00 |
| RIVERHEAD SEWER CAPITAL PROJECT | 414 | 52,007.58 | 52,007.58 |
| CALVERTON SEWER CAPITAL PROJECT | 424 | 20,276.32 | 20,276.32 |
| SCAVENGER WASTE CAPITAL PROJECT | 428 | 424.95 | 424.95 |
| TRUST & AGENCY | 735 | 672,099.73 | 672,099.73 |
| CALVERTON PARK - C.D.A. | 914 | 1,203.61 | 1,203.61 |
| | | 9,593,741.44 | 9,593,741.44 |

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted