

June 4, 2013

**CDA Resolution List:**

**CDA**

**Res. #8 Authorizes the Chairman to Execute a License Agreement with Suffolk County Police**

**Town Board Resolution List:**

- Res. #429 2012 Recycling Program Budget Adoption**
- Res. #430 Acceptance of 2012 Audited Community Preservation Fund**
- Res. #431 Calverton Park Community Development Budget Adjustment**
- Res. #432 Appoints Student Interns to the Accounting Department**
- Res. #433 Authorizes Attendance at the 2013 National Association of Drug Court Professionals National Training Conference**
- Res. #434 Authorizes the Attendance of One Police Department Employee to the 2013 IACP Conference**
- Res. #435 Appoints Seasonal Recreation Staff to the Recreation Department**
- Res. #436 Appoints Seasonal Personnel to the Sailing Program for the Recreation Department**
- Res. #437 Appoints a Call-In Recreation Aide I to the Recreation Department**
- Res. #438 Appoints a Scorekeeper Level I to the Recreation Department**
- Res. #439 Sets the Salary of the Chief of Police**
- Res. #440 Ratifies the Appointment of a Custodial Worker I in the Building and Grounds Division of the Town Engineer's Department**
- Res. #441 Adopts a Local Law to Amend Chapter 101 Entitled "Vehicles and Traffic" of the Riverhead Town Code (§101-8, Weight Limit of Eight Tons – Marcy Avenue)**
- Res. #442 Approves ADJO Contracting Corp. as Drainlayer for Riverhead Sewer District**

- Res. #443** Adopts a Local Law Amending Chapter 106 Entitled “Waterways” of the Riverhead Town Code
- Res. #444** Establishes the Formation of the Town of Riverhead Wildlife Management Advisory Committee
- Res. #445** Appoints Member to the Riverhead Wildlife Management Advisory Committee (Tom Gabrielsen)
- Res. #446** Appoints Member to the Riverhead Wildlife Management Advisory Committee (Robert E. Gabrielsen)
- Res. #447** Appoints Member to the Riverhead Wildlife Management Advisory Committee (John Kramer)
- Res. #448** Appoints Member to the Riverhead Wildlife Management Advisory Committee (Chris Witt)
- Res. #449** Appoints Member to the Riverhead Wildlife Management Advisory Board (Jerry Halpin)
- Res. #450** Approves Extension of Performance Security of Riverhead Sound Associates, LLC A/K/A “Aquebogue Golf Resorts” (Road and Drainage Improvements)
- Res. #451** Authorizes the Supervisor to Execute an Agreement Authorizing the Town to Accept Funds from Suffolk County Office for the Aging to Supplement the Town’s Expanded In-Home Services for the Elderly Program
- Res. #452** Appoints Interpreter for Police Department and Justice Court
- Res. #453** Ratifies the Approval of the Chapter 90 Application of Riverhead MTAS Inc. (Dancing for the Dogs) – June 2, 2013
- Res. #454** Authorizes Town Clerk to Publish and Post a Public Notice to Consider a Local Law to Amend Chapter 62 Entitled “Excavations” of the Riverhead Town Code
- Res. #455** Approves Plan of Ann Miloski Agricultural Worker Housing Permit to be Issued Pursuant to Section 108-64.4 of the Riverhead Zoning Ordinance
- Res. #456** Authorizes Town Clerk to Publish and Post a Public Notice to Consider a Local Law to Amend Chapter 108 Entitled “Zoning” of the Riverhead Town Code (Article VIII. Accessory Apartments)

- Res. #457** Extends Bid Contract for Well & Pump Emergency Service for the Riverhead Water District
- Res. #458** Authorizes Town Attorney to Commence Legal Action Against Clear Span Fabric Structures, Long Island Building Systems, Inc. and Delalio-South Fork Asphalt, Inc.
- Res. #459** Approves Permit/Exemption Application of Shoreline Development Corp. as Provided by Chapter 62 “Excavations” of the Riverhead Town Code
- Res. #460** Approves Extension of the Performance Security Posted by Portview Homes Inc. A/K/A Axis Consultant Services LLC in Connection with the Subdivision Entitled “Country Trails” (Road and Drainage Improvements)
- Res. #461** Authorizing Waiver of 30 Day Notification required by the New York State Liquor Authority(Parto’s)
- Res. #462** Sets Salaries for 2013 Part-Time/Call-In Assistant Recreation Leader II
- Res. #463** Appoints an Assistant Recreation Leader II to the Recreation Department (Jennifer Masino)
- Res. #464** Appoints an Assistant Recreation Leader II to the Recreation Department (Gil Doremus)
- Res. #465** Authorizes Agreement for Annual Stipend with Raymond Coyne
- Res. #466** Pays Bills
- Res. #467** SEQRA Resolution Regarding Application for Suffolk County Downtown Revitalization Round 11 Funding for LED Street Lights
- Res. #468** Supports and Endorses Pursuit of Suffolk County Downtown Revitalization Round 11 Funding for Downtown LED Lights
- Res. #469** Accepts the Resignation of a Maintenance Mechanic II (Gregory Polak)

**TOWN OF RIVERHEAD  
COMMUNITY DEVELOPMENT AGENCY**

**Resolution # 8**

**AUTHORIZES THE CHAIRMAN TO EXECUTE A LICENSE AGREEMENT WITH  
SUFFOLK COUNTY POLICE DEPARTMENT**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, the Suffolk County Police Department has expressed its desire to enter into a license agreement with the Town of Riverhead Community Development Agency ("CDA") for use of the EPCAL property to conduct motorcycle training for its personnel; and

**WHEREAS**, the CDA desires to grant the license to Suffolk County Police Department to allow for use of a portion of the premises for motorcycle training.

**NOW, THEREFORE, BE IT RESOLVED** that the CDA hereby authorizes the Chairman to execute a License Agreement in substantially the form attached between the Town of Riverhead Community Development Agency and Suffolk County Police Department for use of the described premises from July 29, 2013 to August 9, 2013 and from September 16, 2013 to September 27, 2103 for motorcycle training; and be it further

**RESOLVED**, that the Town Clerk is hereby directed to forward a copy of this resolution to Commissioner Edward Webber, Suffolk County Police Department, 30 Yaphank Avenue, Yaphank, New York 11980; 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 AGREEMENT

This Agreement is made and entered into as of this \_\_\_\_\_ day of June, 2013, by and between the Riverhead Community Development Agency, a public instrumentality of the Town of Riverhead, County of Suffolk and State of New York, with a mailing address of 200 Howell Avenue, Riverhead, New York 11901 (“CDA”), and the County of Suffolk, acting through its duly constituted Suffolk County Police Department (Suffolk), located at 30 Yaphank Avenue, Yaphank, New York 11980, (hereinafter jointly referred to as “Suffolk”):

**WHEREAS**, the CDA controls approximately 2900 acres of land in Calverton, New York, commonly known as Calverton Enterprise Park, (the “Park”); and

**WHEREAS**, Suffolk desires to use a portion of the Park consisting of approximately 2000 linear feet of the inactive runway for motorcycle training purposes as more particularly described on Exhibit “A” attached hereto; and

**WHEREAS**, the CDA and Suffolk have agreed to terms under which Suffolk will be granted the use of a portion of the Park for said motorcycle training purposes.

**NOW THEREFORE**, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

1. ***Use of Property.*** CDA hereby grants Suffolk a License providing Suffolk with the use of that portion of the Park depicted on the attached Exhibit A for motorcycle training purposes (the “Property”) upon the terms and conditions set forth hereunder. This License will provide Suffolk and its employees, representatives, agents and invitees the use of the Property for the following two week intervals: (a) July 29, 2013 through August 9, 2013; and (b) September 16, 2013 through September 27, 2013 (collectively the “License Period”) for said motorcycle training purposes. Suffolk shall notify the

CDA in writing fourteen (14) days prior to the two (2) days it wishes to use the Property so as to allow the CDA sufficient time coordinate the use of the Property. In the event that Suffolk desires to use the Property for motorcycle training purposes on any additional days during the License Period it shall request such in writing at least twenty four (24) hours prior to such date so as to allow the CDA sufficient time to coordinate the use of the Property. Such twenty four (24) hour notice will be sent by Suffolk via FAX to the Riverhead Town Police Department at 631-727-8630 and the Town Attorney's Office at 631-727-6152.

Suffolk acknowledges and understands the CDA will confirm as soon as practicable if the Property is available on the dates requested by Suffolk. Suffolk further acknowledges that it does not have exclusive use of the Property during the License Period except for the dates that it has been granted permission to use the Property by the CDA. The CDA represents that it will endeavor to accommodate any dates requested by Suffolk in regard to the use of the Property and notify Suffolk in writing as soon as possible if the Property is unavailable on any particular date requested, whereby Suffolk will need to choose a different date.

It is understood and agreed by the parties that Town of Riverhead officials shall be permitted onto the Property without prior notice to Suffolk at any time during the license period.

2. ***Compliance With Laws:*** Suffolk shall at all times comply with all applicable federal, state, county and municipal laws, regulations, ordinances, codes, restrictions and regulations for the activities it is conducting upon the Property.

3. ***Compensation:*** It is agreed between the parties that the License set forth above for the use of the Property for motorcycle training Suffolk shall be at no cost to Suffolk.

4. ***Responsibilities of Suffolk:*** Buildings, facilities and grounds will be kept clean and free of clutter and debris. Suffolk will remove all refuse, rubble, garbage and debris created by its activities at the Property and dispose of the same at an appropriate waste facility.

5. ***Insurance and Indemnification:*** Suffolk will be responsible for providing Comprehensive General Liability insurance including Terrorism coverage in an amount not less than \$2,000,000 with a company reasonably satisfactory to the CDA. On or before July 15, 2013, Suffolk shall provide the certificate for the foregoing insurance, showing the CDA and the Town of Riverhead as additional insureds.

In addition, Suffolk agrees to indemnify and hold harmless the CDA, the Town of Riverhead and their respective officers, employees, agents, representatives and officials from any and all loss or liability associated with Suffolk's use of the Property and related activities described herein, including liability for damages to property or for injuries or death to persons which may arise from, or be attributable or incident to the use by Suffolk and its employees, agents, representatives and invitees, of the Property, excepting liability solely caused by the negligence or willful misconduct of the CDA, the Town of Riverhead or their respective officers, employees, agents, representatives or officials. With respect to any suit or claim by the CDA whether under this indemnification provision or otherwise, Suffolk, for itself, its agents, employees and representatives, hereby expressly waives any defense which might preclude or limit either enforcement of this indemnification clause or any reasonable attorneys fees incurred by the CDA securing compliance with the provision of this indemnification agreement.

Such duty to defend and protect the CDA, the Town of Riverhead and their respective officers, employees, agents, representatives and officials shall include without

limitation investigation and the cost of defense and settlement, including reasonable attorney's fees, up through final appeal of a trial court judgment or arbitration. The CDA

and the Town of Riverhead respectfully reserves the right to participate in its defense with counsel of its own choosing.

6. **Miscellaneous Responsibilities of Suffolk:** Suffolk will take all actions necessary to restore the Property to its condition existing prior to its use under this License Agreement.

7. **Representations of CDA:** The CDA warrants and represents that (a) it has the full right, power and authority to enter into this License Agreement and to grant the License, and (b) the Property is in compliance with all applicable laws, rules and regulations.

8. **Representations of Suffolk:** Suffolk acknowledges that it has examined the Property, that it is aware of all existing conditions on the Property, and that the Property is suitable for the purposes of this License Agreement.

9. **Notices:** Any notices hereunder shall be sent to the addresses set forth above by (a) certified mail, return receipt requested (deemed received four days following the date mailed, postage paid) or (b) nationally recognized overnight carrier (deemed received one day following the date sent), *except* for the twenty four (24) hour notice set forth in paragraph "1" above which will be sent via FAX.

10. **Assignment:** Nothing herein shall be deemed to permit the assignment of this License Agreement by either party without the express written consent of the other party.

11. **Entire Agreement:** This License Agreement constitutes the entire agreement between the parties and no further agreement, express or implied, written or oral, exists with respect to the subject matter of this document.

12. **Governing Law:** This License Agreement shall be governed by and construed in accordance with the laws of the State of New York.

**In Witness Whereof**, Suffolk has caused this instrument to be signed by Commissioner Edward Webber on behalf of the Suffolk County Police Department, hereunto duly authorized, and Town of Riverhead Community Development Agency has caused this instrument to be signed in its corporate name by Sean Walter, its Chairman, hereunto duly authorized, as of the day and the year first above written.

SUFFOLK COUNTY POLICE DEPARTMENT

By:\_\_\_\_\_

RIVERHEAD COMMUNITY DEVELOPMENT AGENCY

By:\_\_\_\_\_

05.07.13  
130390

WITHDRAWN

**TOWN OF RIVERHEAD**

**Resolution # 390**

**AUTHORIZES TOWN CLERK TO PUBLISH AND POST A PUBLIC NOTICE  
TO CONSIDER A LOCAL LAW TO AMEND CHAPTER 108 ENTITLED  
“ZONING” OF THE RIVERHEAD TOWN CODE  
(Article VIII. Accessory Apartments)**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**RESOLVED**, that the Town Clerk be and is hereby authorized to publish the attached public notice to consider a proposed local law to amend Chapter 108 entitled “Zoning” of the Riverhead Town Code once in the May 16, 2013 issue of the News-Review, the newspaper hereby designated as the official newspaper for this purpose, and post same on the sign board at Town Hall; and be it further

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared **TABLED**

06.04.13

On a motion by Councilman Dunleavy, seconded by Councilman Wooten, resolution #390 was WITHDRAWN

THE VOTE: Giglio, yes; Gabrielsen, yes; Wooten, yes; Dunleavy, yes; Walter, yes

## TOWN OF RIVERHEAD

### PUBLIC NOTICE

**PLEASE TAKE NOTICE** that a public hearing will be held before the Town Board of the Town of Riverhead, at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, on the 22<sup>nd</sup> day of May, 2013 at 7:05 o'clock p.m. to consider a local law amending Chapter 108 entitled "Zoning" of the Riverhead Town Code as follows:

#### CHAPTER 108: ZONING

##### Article VIII. Accessory Apartments

§ 108-34. Purpose; findings; standards.

###### C. Standards

- (4) Accessory apartment size. The minimum area for an accessory apartment shall be 300 square feet and a maximum of 650 square feet. The accessory apartment shall not exceed 40% of the area of the principal dwelling. For preexisting apartments seeking to comply with the Code provisions set forth in this chapter, the Accessory Apartment Review Board Committee, comprised of the Building and Planning Administrator, Planning Director or his/her designee and the Building Inspector or his/her designee, may review, approve, approve with conditions, or deny accessory apartments that exceed 650 square feet, up to a maximum of 850 square feet, provided that the accessory apartment does not exceed 40% of the area of the principal dwelling of which the apartment is accessory. In no event may there be more than one bedroom per accessory apartment.
- (8) Inspection. The Building Department Administrator for the Town of Riverhead Building Department or his or her designated representative or a Code Enforcement Officer shall be is authorized to make or cause to be made inspections, upon reasonable notice, to determine the condition of the dwellings and compliance with the provisions of this article to safeguard the health, safety, and welfare of the public. A renewal application or transfer application shall be subject to identical inspection criteria as set forth above.
- (9) Duration. All permits issued hereunder shall be valid for an initial period of three years and shall be renewable for successive periods of up to five years at the discretion of the Accessory Apartment Board Committee.
- (11) Amnesty. For the detached single-family dwellings that illegally have an accessory apartment, the owner shall have two years from the enactment of this article to make application, without penalty as set forth in § 52-18, and preconstruction fees (triplicate fees) as set forth in § 52-10H shall be waived

upon receipt of an accessory apartment permit. As set forth in § 108-35F of this article, the applicant/owner shall have 90 days of issuance of the building permit to comply with all requirements of this article, including but not limited to review and approval by the Accessory Apartment ~~Review Board~~ Committee, and all applicable provisions of the Town Code of the Town of Riverhead, Suffolk County Department of Health Services, New York State Uniform Fire Prevention and Building Code, and any and all such other agencies having jurisdiction.

**§ 108-35. Applications.**

A. There shall be submitted to Building Department the following:

(4) An application to the Accessory Apartment ~~Review Board~~ Committee for an accessory apartment permit.

C. The Accessory Apartment ~~Review Board~~ Committee as part of its application, may require the applicant to submit supporting documents, including but not limited to floor plans, surveys, less than 10 years old that show all existing structures, photographs, and/or exterior renderings.

D. The application for the transfer of an accessory apartment permit to a subsequent property owner shall be completed on such forms and in such a manner as prescribed by the Accessory Apartment ~~Review Board~~ Committee.

**§ 108-37. Accessory Apartment ~~Review Board~~ Committee Application Review Process.**

A. The Accessory Apartment ~~Review Board~~ Committee shall consist of three members appointed by the Town Board, all of whom shall be residents of the Town of Riverhead and one of whom shall be designated Chairman. The Town Board may provide for compensation to be paid to said members and provide for such other expenses as may be necessary and proper. Of the members of the Board first appointed, one shall hold office for the term of one year, one for the term of two years and one for the term of three years; provided, however, that the Town Board may, by resolution, increase the number of members of the Accessory Apartment Review Board to five members and provide for their compensation, and thereafter such additional members shall be appointed for terms of one year and three years, respectively. Their successors shall be appointed for the term of three years from and after the expiration of the terms of their predecessors in office. Building and Planning Administrator, Planning Director or his/her designee and the Building Inspector or his/her designee.

B. The Accessory Apartment ~~Review Board~~ Committee shall hear and decide applications for accessory apartments pursuant to the standards enumerated in § 108-34C of this article.

- C. The Accessory Apartment ~~Review Board Committee~~ shall adopt rules necessary to the conduct of its affairs in keeping with the provisions of this article. Meetings shall be held at the call of the Chairman and at such other times as the ~~Board Committee~~ may determine. The ~~Board Committee~~ shall keep minutes of its proceedings and records of its examinations and other official actions, all of which shall be a public record.
- D. All applications made to the ~~Board Committee~~ shall be in writing, on forms prescribed by the ~~Board Committee~~. The Accessory Apartment ~~Review Board Committee~~ shall fix a reasonable time for the hearing of the application and give public notice thereof, as well as due notice to the applicant. The applicant shall mail notice of the hearing posted at least seven days prior to the date of the public hearing by either certified or registered mail, return receipt requested, to every property owner, as shown on the current Riverhead assessment rolls, owning property immediately adjacent and contiguous to that of the applicant. For purposes of this section, property separated from that of the application by a public road or right-of-way shall be deemed contiguous.
- F. Revocation. The Accessory Apartment ~~Review Board Committee~~ shall retain the right to revoke any accessory apartment permit issued hereunder should the applicant or applicant's tenant violate any provision of this article, any condition imposed upon the issuance of the accessory apartment permit, or violation of the provisions of the Town Code of the Town of Riverhead. Said revocation shall be after a hearing held on notice to the applicant and, if known, the tenant. As an alternative to revocation, the Accessory Apartment ~~Review Board Committee~~ may continue the permit on a probationary basis, and in such event, it may revoke the permit without further notice to the applicant or tenant upon a violation of any conditions attached to the probationary permit.
- G. Lapse of accessory apartment permit. Every application for accessory apartment permit granted by the Accessory Apartment ~~Review Board Committee~~ shall be and become null and void and of no further force and effect unless the applicant obtains a building and zoning permit for work to be done and/or change of use no later than 30 days after approval is granted by the Accessory Apartment ~~Review Board Committee~~.
- H. No person shall create or occupy an accessory apartment without obtaining an accessory apartment permit from the Accessory Apartment ~~Review Board Committee~~ and a certificate of occupancy for said use from the Building Department.
- I. The article shall sunset upon the issuance of the 250th accessory apartment permit, excluding accessory apartment permits issued to applicants seeking to legalize a pre-existing accessory apartment under the amnesty provision set forth in § 108-34C(11). The Town Board may, by resolution, extend the sunset

provision up to the 500th accessory apartment permit and/or impose saturation limits within a specified geographical radius or zoning district.

**§ 108-38. Appeals.**

All appeals from the determination of the Accessory Apartment ~~Review Board~~Committee or from any administrative determination regarding interpretation of any provision of this article shall solely be by an Article 78 proceeding. This shall be the exclusive remedy of any aggrieved party.

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

Dated: Riverhead, New York  
May 7, 2013

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF RIVERHEAD

DIANE M. WILHELM, TOWN CLERK

06.04.13  
130429

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 429**

**2012 RECYCLING PROGRAM**

**BUDGET ADOPTION**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

**WHEREAS**, the Peconic Community School has raised \$2,100 for recycling on the riverfront and,

**WHEREAS**, the Town of Riverhead receives recycling proceeds per our contract with our district carter and,

**WHEREAS**, those proceeds are to go towards a recycling program,

**NOW THEREFORE BE IT RESOLVED**, that the Riverhead Town Board authorizes the Accounting Department to establish a budget and match the \$2,100 collected by the Peconic Community School for the purpose of recycling on the riverfront.

	<u>FROM</u>	<u>TO</u>
115.082130.421085.00000    Recycling Revenue	2,100	
115.081600.547508.00000    Recycling Program		2,100

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

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

06.04.13  
130430

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 430**

**ACCEPTANCE OF 2012 AUDITED  
COMMUNITY PRESERVATION FUND**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, the Town of Riverhead authorized George R. Rehn, CPA to conduct the audit of the records of the Town of Riverhead Community Preservation Fund for the year ended December 31, 2012; and

**WHEREAS**, George R. Rehn, CPA has audited the Community Preservation Fund and issued a report in accordance with NY Town Law §64-E.

**NOW THEREFORE BE IT RESOLVED**, that the Town Board hereby accepts the Community Preservation Fund audit report for the year ended December 31, 2012: and

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

**THEREFORE BE IT FURTHER RESOLVED** that the I.T. Department is authorized to post the CPF Audit Report for the year ended December 31, 2012 on the Town of Riverhead's web site;

**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

06.04.13  
130431

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 431**

**CALVERTON PARK  
COMMUNITY DEVELOPMENT**

**BUDGET ADJUSTMENT**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

**WHEREAS** a transfer of funds is necessary to cover costs associated with EPCAL professional services study along with expenses associated with updating the Reuse Plan for the 2,900 acre Calverton site;

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

		<b><u>FROM</u></b>	<b><u>TO</u></b>
914.000000.499999	Fund Balance	105,000	
914.069800.543900	Miscellaneous Consultants		105,000

**RESOLVED**, that the Town Clerk is hereby authorized to forward a copy of this resolution to the Accounting Department and the Town Attorney.

**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

06.04.13  
130432

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 432**

**RATIFIES STUDENT INTERNS TO THE ACCOUNTING DEPARTMENT**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**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 May 28, 2013 through  
September 6, 2013 Kate Boden and Raymond Ellis are hereby appointed to the  
positions of Student Intern II 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

06.04.13  
130433

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 433**

**AUTHORIZES ATTENDANCE AT THE 2013 NATIONAL ASSOCIATION OF DRUG COURT PROFESSIONALS NATIONAL TRAINING CONFERENCE**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

**WHEREAS**, the National Association of Drug Court Professionals is hosting their 2013 National Training Conference in Washington, DC commencing July 13, 2013 through July 17, 2013; and

**WHEREAS**, Town Justice Allen Smith has requested authorization to attend said conference; and

**WHEREAS**, the cost to attend said conference shall not exceed \$1,700.00;

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Justice Allen Smith is authorized to attend the National Training Conference in Washington, DC; and

**BE IT FURTHER RESOLVED**, that expenses for the conference will be reimbursed in accordance with the Town's Travel and Conference Policy.

**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 # 434

**AUTHORIZES THE ATTENDANCE OF ONE POLICE DEPARTMENT EMPLOYEE TO THE 2013 IACP CONFERENCE**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, Police Chief Hegermiller has requested authorization from the Riverhead Town Board for the attendance of one (1) Police Department employee to 2013 IACP Conference; and,

**WHEREAS**, this conference will be held at the Pennsylvania Convention Center, Philadelphia, Pennsylvania, from October 19 to October 23, 2013.

**NOW, THEREFORE BE IT RESOLVED**, that the Town Board hereby authorizes the attendance of one (1) Police Department employee at the aforementioned conference; and,

**BE IT FURTHER RESOLVED**, that expenses for the conference will be reimbursed upon proper submission of proper receipts in accordance with the Town's Travel and Conference Policy; and,

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

06.04.13  
130435

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 435**

**APPOINTS SEASONAL RECREATION STAFF TO THE RECREATION DEPARTMENT**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

**WHEREAS**, seasonal employees are needed by the Riverhead Town Recreation Department for Town Summer Recreation Programs

**NOW THEREFORE BE IT RESOLVED**, that effective June 5, 2013 through and including August 23, 2013, this Town Board hereby appoints the attached list of Summer Recreation Aides to the Recreation Department

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

**RECREATION DEPARTMENT APPOINTMENTS  
6/4/13 TOWN BOARD MEETING**

<u>Last</u>	<u>First</u>	<u>Title</u>	<u>Level</u>	<u>Start Date</u>	<u>End Date</u>	<u>Salary</u>
Amitrano	Frank	Summer Rec. Program Leader	II	6/5/13	8/23/13	\$14.85
Chester	Benjamin	Summer Rec. Aide	II	6/5/13	8/23/13	\$ 9.90
Nieves	Alexa	Summer Rec. Aide*	VI	6/5/13	8/23/13	\$11.50

\*CPR certified

06.04.13  
130436

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 436**

**APPOINTS SEASONAL PERSONNEL TO THE SAILING PROGRAM FOR THE RECREATION DEPARTMENT**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, Personnel is needed by the Riverhead Town Recreation Department to instruct and coordinate the Sailing program

**NOW THEREFORE BE IT RESOLVED**, that effective June 4<sup>th</sup>, 2013 this Town Board hereby appoints the attached list of personnel to the Recreation Department

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

**THE VOTE**

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

Walter Yes No

The Resolution Was  Thereupon Duly Declared Adopted

**RECREATION DEPARTMENT APPOINTMENTS  
6/4/13 TOWN BOARD MEETING**

<b><u>Last</u></b>	<b><u>First</u></b>	<b><u>Title</u></b>	<b><u>Start Date</u></b>	<b><u>End Date</u></b>	<b><u>Salary</u></b>
Bellavia	Larissa	Asst Recreation Leader, Level II	6/5/13	09/15/13	\$10.45/hr
German	Kenneth	Recreation Leader II, Level II	6/5/13	09/15/13	\$13.20/hr
Sannino	Marisa	Summer Recreation Aide I, Level I	6/5/13	09/15/13	\$9.00/hr
Sannino	Miranda	Summer Recreation Aide I, Level I	6/5/13	09/15/13	\$9.00/hr
Smith	Claire	Recreation Specialist	6/5/13	09/15/13	\$20.00/hr

06.04.13  
130437

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 437**

**APPOINTS A CALL-IN RECREATION AIDE I TO THE RECREATION DEPARTMENT**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

**WHEREAS**, a Call-in Recreation Program Aide is needed by the Riverhead Town Recreation Department for work in recreation programs,

**NOW THEREFORE BE IT RESOLVED**, that effective June 5, 2013 this Town Board hereby appoints Brenna Latour to the position of Call-in Recreation Aide I, Level 1, to be paid the rate of \$7.50 per hour and

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

06.04.13  
130438

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 438**

**APPOINTS A SCOREKEEPER LEVEL I TO THE RECREATION  
DEPARTMENT FOR THE SOFTBALL PROGRAM**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, a Call-In Scorekeeper Level I is needed by the Riverhead Town Recreation Department for the Town of Riverhead Adult Softball league.

**NOW THEREFORE BE IT RESOLVED**, that effective June 4, 2013, this Town Board hereby appoints Cari Gostic to the position of Call-In Scorekeeper Level I, to be paid the rate of \$8.25 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

06.04.13  
130439

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 439**

**SETS THE SALARY OF THE CHIEF OF POLICE**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

**WHEREAS**, that in consideration of the recently negotiated contract between the Town of Riverhead and the Superior Officers Association for the years 2012-2015, the Town Board hereby sets the annual salary of the Chief of Police David Hegermiller as follows:

Effective January 1, 2012: \$170,364.48 without retroactive pay and

Effective January 1, 2013: \$173,771.77.

**NOW THEREFORE BE IT FURTHER RESOLVED**, that the Town Clerk provide a copy of this resolution to the Accounting Department, Personnel Department and the Chief of Police; and be it further

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

06.04.13  
130440

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 440**

**RATIFIES THE APPOINTMENT OF A CUSTODIAL WORKER I TO THE BUILDING AND GROUNDS DIVISION OF THE TOWN ENGINEER'S DEPARTMENT**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, a vacancy for the position of Custodial Worker I exists in the Building and Grounds Division of the Town Engineer's Department; and

**WHEREAS**, the position was duly posted for, Job Posting #7, and duly advertised for; and

**WHEREAS**, a recommendation from the Department Head has been received to appoint Paul Bauerfeind, who has been serving in the capacity of temporary Groundskeeper I, to this fulltime position.

**NOW, THEREFORE, BE IT RESOLVED**, that effective June 3, 2013 this Town Board hereby appoints Paul Bauerfeind to the position of Custodial Worker I as found in Group 1, Step 3A of the Operational and Technical Salary Schedule in the CSEA contract; and,

**BE IT FURTHER RESOLVED**, that the Town Clerk is hereby directed to forward a copy of this resolution to Paul Bauerfeind, the Town Engineer, 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 # 441**

**ADOPTS A LOCAL LAW TO AMEND CHAPTER 101 ENTITLED "VEHICLES AND TRAFFIC" OF THE RIVERHEAD TOWN CODE**  
**(§101-8. Weight limit of eight tons. – Marcy Avenue)**

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 101, "Vehicles and Traffic" (§101-8. Weight limit of eight tons.) of the Riverhead Town Code; and

**WHEREAS**, a public hearing was held on the 22<sup>nd</sup> day of May, 2013 at 7:20 o'clock p.m. at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, the date, time and place specified in said public notice, and all persons wishing to be heard were heard.

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

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

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD  
NOTICE OF ADOPTION**

**PLEASE TAKE NOTICE**, that the Town Board of the Town of Riverhead adopted a local law amending Chapter 101 entitled, "Vehicles and Traffic" of the Riverhead Town Code at its regular meeting held on June 4, 2013. **Be it enacted** by the Town Board of the Town of Riverhead as follows:

Chapter 101  
Vehicles and Traffic  
ARTICLE III  
**Traffic Regulations**

**§ 101-8. Weight limit of eight tons.**

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

<b>Street</b>	<b>Location</b>
Marcy Avenue	In its entirety commencing from the intersection of <del>West Main Street</del> <u>Pulaski Street</u> in a northerly direction to the intersection of Osborn Avenue

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

Dated: Riverhead, New York  
June 4, 2013

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

**DIANE M. WILHELM**, Town Clerk

**TOWN OF RIVERHEAD**

**Resolution # 442**

**APPROVES ADJO CONTRACTING CORP. AS DRAINLAYER FOR RIVERHEAD  
SEWER DISTRICT**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, pursuant to Section 88-3 of the Riverhead Town Code, Adjo Contracting Corp. has submitted a request to become an authorized drainlayer with the Town of Riverhead Sewer District; and

**WHEREAS**, Valley National Bank Irrevocable Letter if Credit #OD13001819 in the amount of Five Thousand (\$5,000.00) Dollars has been received and a Certificate of Insurance has been received naming the Town of Riverhead as an additional insured.

**NOW THEREFORE BE IT RESOLVED**, that the Town Board of the Town of Riverhead hereby approves Adjo Contracting Corp. as an authorized drainlayer with the Town of Riverhead Sewer District; and further

**RESOLVED**, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to Adjo Contracting Corp., 207 Knickerbocker Avenue, Bohemia, New York, 11716; 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 # 443

**ADOPTS A LOCAL LAW AMENDING CHAPTER 106 ENTITLED  
"WATERWAYS" OF THE RIVERHEAD TOWN CODE**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

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

**WHEREAS**, a public hearing was held on the 7<sup>th</sup> day of May, 2013 at 2:15 o'clock p.m. at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, the date, time and place specified in said public notice, and all persons wishing to be heard were heard.

**NOW THEREFORE BE IT RESOLVED**, that a local law amending Chapter 106 entitled "Waterways" of the Riverhead Town Code be and is hereby adopted as specified in the attached notice of adoption; and be it further

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

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared TABLED

**TOWN OF RIVERHEAD  
NOTICE OF ADOPTION**

**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 meeting held on June 4, 2013. **Be it enacted** by the Town Board of the Town of Riverhead as follows:

**CHAPTER 106  
WATERWAYS  
ARTICLE I. General Provisions**

**§ 106-1. Short title.**

This chapter shall be known as the "~~Waterways Ordinance of the Town of Riverhead.~~"

**§ 106-2 § 106-1. Legislative findings.**

It is hereby declared and found that the operation of boats and use of vessels for residential and/or business purposes (offices) in the waters or waterways of the Town of Riverhead, New York, is a matter affecting the public interest and consequently should be subject to the supervision and administrative control of municipal authority for the purpose of safeguarding the public. It is the intent of this article to prevent pollution, fire hazards, interference with navigable waterways and overcrowding within the waters adjacent to the Town of Riverhead and subject to its jurisdiction, and, further to preserve and protect the health, safety and welfare of the people of the Town of Riverhead, natural ecology of the waters of the Town of Riverhead, and the tidal and freshwater wetlands.

**§ 106-3. § 106-2. Areas covered; compliance with other regulations.**

**§ 106-4. § 106-3. Definitions and word usage.**

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

**FLOATING HOME/CABANA** – Any vessel in fact used, designed or occupied as a dwelling unit, business office or source of any occupation or for any private or social club of whatsoever nature, including but not limited to a structure constructed upon a barge or pontoons which is primarily immobile and out of navigation which functions substantially as a land structure while the same is moored or docked within the municipal limits of the Town of Riverhead, whether such vessel is self-propelled or not.

**HOUSEBARGE** – Any vessel or craft used or designed to be used on the water surface and to provide residential accommodations with sleeping and toilet facilities, whose volume coefficient is greater than fifteen hundred (1,500) cubic feet. Volume coefficient is the ratio of the habitable space of a vessel measured in cubic feet to the draft of a vessel measured in feet of depth. Habitable space is any enclosed area used or designed to be used for a person to sleep, sit or eat.

**RESIDENTIAL HOUSEBOAT** – A vessel not designed primarily for residential dwelling units, designed primarily for pleasure craft, recreation and for independent navigation and not considered a floating home, in accordance with the definition set forth above, and which is being used or occupied for residential purposes.

**RESIDENTIAL PURPOSES** – The use of a houseboat, vessel or floating home as a dwelling place, residence or place of abode. The term “residential purposes” shall not be construed to prohibit the occasional overnight use of a houseboat incidental to a transient stay by the vessel within the Town of Riverhead between April 1 and November 1 of each year.

**§ 106-5. § 106-4. Sanitation.**

## **ARTICLE II. Houseboats & House Barges**

**§ 106.5 Sanitation Purpose and intent.**

**A. Applicability.**

This article is intended to regulate the use of vessels commonly described and known as Floating Homes, Floating Cabanas or House Barges and defined in §106-3 of this chapter within the Town of Riverhead and shall apply to all waters within or bordering the Town of Riverhead to a distance of one thousand five hundred (1500) feet from the shore and to such other waters, including tidal and freshwater wetlands within the Town of Riverhead.

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**B. Use, mooring, docking.**

No person, corporation, firm, association, organization, owner or agent shall construct, install, anchor, moor, dock or otherwise maintain a floating home, floating cabana or house barge within Town waters, nor shall any person dwell, reside, sleep, occupy (in the case of an office) or otherwise maintain a place of abode on any such prohibited floating home, floating cabana or house barge. This provision shall not apply to floating homes, floating cabanas or house barges existing and legally berthed, moored or anchored and continuously occupied for a period of three months within the waters of the Town of Riverhead as of the date of passage of this article, however, any vessel falling into this category shall be required to adhere to the restrictions and requirements set forth in §106-5 C. Any floating home in existence on the effective date of this article which has been continuously occupied for a period of three months or more shall be exempt from the provisions hereof and not prohibited; provided, however, that if, subsequent to the effective date hereof any such exempt floating home is, for a continuous period of one year or more, either unoccupied or removed from Town waters, such floating home shall lose such exemption and shall thereafter to be subject to this article and prohibited.

**C. Existing Floating Homes, Floating Cabana’s, House Barges.**

Any existing floating homes, floating cabanas, house barges which meets the criteria set forth in §106-5 B located within the waters of the Town of Riverhead may apply to the Conservation Advisory Council for a permit exempting said floating home, floating cabana or house barge from the above provisions subject to the following conditions:

1. An application seeking a permit must be made within 120 days of the effective date of this chapter.
2. Upon filing of an application for a permit, applicant agrees and consents to inspection by federal, state or local departments or agencies with jurisdiction and enforcement authority, including and to the extent applicable, Town of Riverhead Building Department, Suffolk County Health Department, and United States Coast Guard, for such local laws, rules, and regulations applicable to floating homes, floating cabanas, and house barges.
3. A permit issued by the Conservation Advisory Council must be renewed every year. To entitle applicant to a renewal, applicant must demonstrate compliance with all sections of this Article, Chapter 47 and Chapter 107, as well as any and all terms or conditions set forth and made part of the permit granted by the Conservation Advisory Council.
4. Said permit must be renewed within 120 days of a sale or transfer of the floating home, floating cabana, house barge to any person or entity other than a member of the owners family.
5. A permit shall cease and be of no further force and effect upon destruction of the floating home, floating cabana, house barge by reason of storm, fire or act of God to the extent of 50% or more of its fair market value shall be destroyed. Where more than 50% of fair market value remains, any existing use having a permit may be restored to the same existing use as it existed before such damage.
6. Within six (6) months of enactment of this local law, all floating homes, floating cabanas, house barges shall have holding tank for all waste water and waste water disposal system in conformance with all applicable laws and regulations.
7. No such floating home, floating cabana, house barge shall be place in any manner that will obstruct or interfere with navigation.

D. Acceptance of Permit.

An acceptance of a permit shall constitute an agreement by permit holder that he or she will defend and hold the Town of Riverhead, its departments, officers or agents harmless from any and all claims of loss, damage, suit, judgment for property damage or personal injury, including death and reasonable attorneys fees, which may arise from or in connection with the operation, docking, tying, lowering, removal or disposal of the floating home, floating cabana, house barge, and further agrees to fully reimburse the Town of Riverhead for any damage caused to the Town of Riverhead. An acceptance of a permit shall constitute an agreement by the permit holder to

abide by all of the rules, regulations and provisions of Chapter 47, 107 and 106 of the Riverhead Town Code.

E. Penalties for offenses.

For any and every violation of the provisions of this chapter, the owner, general agent, tenant, lessee of a floating home, floating cabana or house barge where such violation has been committed or shall exist shall be guilty of an offense and, upon conviction thereof, be punishable by a fine not exceeding \$500 or imprisonment for a period not to exceed six months, or both. Each week's continued violation shall constitute a separate additional violation.

**ARTICLE III. Anchoring and Abandoned Vessels**

**§ 106.6. Anchoring, docks and moorings.**

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- A. Vessels shall not moor or anchor in any channel within 50 feet of any channel marker or so as to interfere with the full use of the channel, nor shall any vessel be moored or anchored within 50 feet of any dock, pier or other vessel docking or launching facilities.
- B. No vessel shall restrict or obstruct the use on any public bulkhead, dock or landing owned or controlled by the Town of Riverhead.
- C. Boats shall not moor or anchor so as to endanger the safety of or cause damage to any boat previously anchored or moored nor so as to interfere with the mooring of any boat previously laid down. Any boats so moored or anchored shall be removed by the owner or person in charge thereof on order of the Town Board or any duly authorized officer or agent thereof or member of the Town Police or Bay Constable of the Town. If said boat is not removed after orders to so remove it, it may be removed by or at the direction of the Town Board or any duly authorized officer or agent thereof or member of the Town Police or Bay Constable of the Town, at the expense of the owner or person in charge of said vessel, to be enforced by civil suit.

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

Dated: Riverhead, New York  
June 4, 2013

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF RIVERHEAD

DIANE M. WILHELM, TOWN CLERK

**TOWN OF RIVERHEAD**

**Resolution # 444**

**ESTABLISHES THE FORMATION OF THE TOWN OF RIVERHEAD WILDLIFE  
MANAGEMENT ADVISORY COMMITTEE**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, the Town of Riverhead enjoys a rich abundance of natural resources populated with various wildlife species including but not limited to deer, waterfowl, wild turkey and other small game; and

**WHEREAS**, wildlife, such as deer, often cause problems for farmers, homeowners and foresters and can cause road hazards, if not properly managed; and

**WHEREAS**, wildlife, such as the deer population, if not properly managed, often impairs the condition of deer, including damage to the deer and other wildlife habitat, as recognized by the New York State Department of Environmental Conservation; and

**WHEREAS**, the Town of Riverhead is interested in balancing deer and other wildlife in their habitat with human land uses and recreational interests with the goal of preventing wildlife habitat degradation, poor nutrition, unnatural behavior, overcrowding and spread of disease; and

**WHEREAS**, the Town of Riverhead recognizes the need for a liaison group to advise the Riverhead Town Board on all matters pertaining to the aforementioned subject matter, including assistance in the administration of the Town of Riverhead's annual hunting lotteries.

**NOW THEREFORE BE IT RESOLVED**, that the Town of Riverhead hereby establishes the Town of Riverhead Wildlife Management Advisory Committee, whose members shall serve at the pleasure of the Riverhead Town Board, notwithstanding the stated committee terms, without compensation; and be it further

**RESOLVED**, that the Town of Riverhead Wildlife Management Advisory Committee shall consist of five (5) members appointed by the Riverhead Town Board with two (2) committee members to serve a term of two (2) years and three (3) committee members to serve a term of four (4) years; each committee member shall be a Town of Riverhead resident at the time of appointment and must remain a Town of Riverhead resident during the entire period of their respective term; a committee chair person shall be chosen by majority vote of the sitting committee members at the first regularly scheduled meeting of the committee; and be it further

**RESOLVED**, that the Town of Riverhead Wildlife Management Advisory Committee shall have the following advisory responsibilities:

- (1) Assist Town of Riverhead personnel in the administration of the Town of Riverhead's annual hunting lotteries.
- (2) Identify, develop and recommend a wildlife management plan.
- (3) Assist in the implementation of the wildlife management plan.
- (4) Identify and recommend suitable hunting areas within the Town of Riverhead pursuant to the New York State Department of Environmental Conservation law, rules and regulations.

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

06.04.13  
130445

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 445**

**APPOINTS MEMBER TO THE RIVERHEAD WILDLIFE MANAGEMENT  
ADVISORY COMMITTEE**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

**WHEREAS**, the Riverhead Town Board adopted Resolution # 444 of June 4, 2013, establishing the Wildlife Management Advisory Committee, its composition and responsibilities; and

**WHEREAS**, such Resolution #444 empowers the Riverhead Town Board to appoint the members of the Riverhead Wildlife Management Advisory Committee.

**NOW THEREFORE BE IT RESOLVED**, that the Riverhead Town Board hereby appoints Tom Gabrielsen to the Riverhead Wildlife Management Advisory Committee for a four (4) year term without compensation as follows:

**BE IT FURTHER RESOLVED**, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to Tom Gabrielsen; and

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

**THE VOTE**

Giglio	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Gabrielsen - ABSTAIN
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

06.04.13  
130446

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 446**

**APPOINTS MEMBER TO THE RIVERHEAD WILDLIFE MANAGEMENT  
ADVISORY COMMITTEE**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, the Riverhead Town Board adopted Resolution # 444 of June 4, 2013, establishing the Wildlife Management Advisory Committee, its composition and responsibilities; and

**WHEREAS**, such Resolution # 444 empowers the Riverhead Town Board to appoint the members of the Riverhead Wildlife Management Advisory Committee.

**NOW THEREFORE BE IT RESOLVED**, that the Riverhead Town Board hereby appoints Robert E. Gabrielsen to the Riverhead Wildlife Management Advisory Committee for a two (2) year term without compensation as follows:

**BE IT FURTHER RESOLVED**, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to Robert E. Gabrielsen; 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 - ABSTAIN  
Wooten Yes No      Dunleavy Yes No  
Walter Yes No

The Resolution Was  Thereupon Duly Declared Adopted

06.04.13  
130447

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 447**

**APPOINTS MEMBER TO THE RIVERHEAD WILDLIFE MANAGEMENT  
ADVISORY COMMITTEE**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

**WHEREAS**, the Riverhead Town Board adopted Resolution # 444 of June 4, 2013, establishing the Wildlife Management Advisory Committee, its composition and responsibilities; and

**WHEREAS**, such Resolution # 444 empowers the Riverhead Town Board to appoint the members of the Riverhead Wildlife Management Advisory Committee.

**NOW THEREFORE BE IT RESOLVED**, that the Riverhead Town Board hereby appoints John Kramer to the Riverhead Wildlife Management Advisory Committee for a four (4) year term without compensation as follows:

**BE IT FURTHER RESOLVED**, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to John Kramer; 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

06.04.13  
130448

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 448**

**APPOINTS MEMBER TO THE RIVERHEAD WILDLIFE MANAGEMENT  
ADVISORY COMMITTEE**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, the Riverhead Town Board adopted Resolution # 444 of June 4, 2013, establishing the Wildlife Management Advisory Committee, its composition and responsibilities; and

**WHEREAS**, such Resolution # 444 empowers the Riverhead Town Board to appoint the members of the Riverhead Wildlife Management Advisory Committee.

**NOW THEREFORE BE IT RESOLVED**, that the Riverhead Town Board hereby appoints Chris Witt to the Riverhead Wildlife Management Advisory Committee for a two (2) year term without compensation as follows:

**BE IT FURTHER RESOLVED**, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to Chris Witt; 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

06.04.13  
130449

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 449**

**APPOINTS MEMBER TO THE RIVERHEAD WILDLIFE MANAGEMENT  
ADVISORY COMMITTEE**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

**WHEREAS**, the Riverhead Town Board adopted Resolution # 444 of June 4, 2013, establishing the Wildlife Management Advisory Committee, its composition and responsibilities; and

**WHEREAS**, such Resolution # 444 empowers the Riverhead Town Board to appoint the members of the Riverhead Wildlife Management Advisory Committee.

**NOW THEREFORE BE IT RESOLVED**, that the Riverhead Town Board hereby appoints Jerry Halpin to the Riverhead Wildlife Management Advisory Committee for a three (3) year term without compensation as follows:

**BE IT FURTHER RESOLVED**, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to Jerry Halpin; 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

06.04.13  
130450

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 450**

**APPROVES EXTENSION OF PERFORMANCE SECURITY OF RIVERHEAD  
SOUND ASSOCIATES, LLC A/K/A "AQUEBOGUE GOLF RESORTS"  
(ROAD AND DRAINAGE IMPROVEMENTS)**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, pursuant to Resolution #30 dated January 6, 2004, the Riverhead Town Board accepted a performance bond from Riverhead Sound LLC in the amount of \$1,910,000.00 (International Fidelity Insurance Co. #0371109) representing road and drainage improvements to be completed in the subdivision entitled, "Aquebogue Golf Resorts"; and

**WHEREAS**, pursuant to Resolution #113 dated February 6, 2008, the Riverhead Town Board authorized a reduction of the above referenced performance bond to the amount of \$636,666.67; and

**WHEREAS**, by letter dated May 6, 2013 from Peter S. Danowski, Jr., Esq., attorney for Riverhead Sound Associates, LLC, it has been requested that an extension be granted for the performance security representing the road and drainage improvements to be completed within the subdivision; and

**WHEREAS**, pursuant to Riverhead Planning Board Resolution #2013-0044, dated May 16, 2013, it has been recommended that the above referenced performance bond be granted an extension to expire on May 17, 2015; and

**WHEREAS**, Water Key Money in the amount of \$135,000.00, Park and Recreation Fees in the amount of \$243,000.00 and Engineers fees in the amount of \$82,600.00 have been paid.

**NOW THEREFORE BE IT RESOLVED**, that the Town Board of the Town of Riverhead hereby approves the extension of time for the performance bond representing the road and drainage improvements to be completed within the subdivision for an additional two-year period pursuant to Riverhead Town Code Chapter 108-97 A. (4); and be it further

**RESOLVED**, that the Town Board hereby accepts the \$2,000.00 fee associated with such extension approval; and be it further

**RESOLVED**, that this extension shall extend the performance bond representing the road and drainage improvements to be completed within the subdivision to May 17, 2015; and be it further

**RESOLVED**, that the Town Clerk is hereby authorized to forward a copy of this resolution to Peter S. Danowski, Jr., Esq., 616 Roanoke Avenue, Riverhead, New York, 11901 and International Fidelity Insurance Company, One Newark Center, 20<sup>th</sup> Floor, Newark, New Jersey, 07102; 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 # 451

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

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

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

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

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

**NOW, THEREFORE, BE IT RESOLVED**, that the Supervisor is hereby authorized to execute the attached agreement authorizing the Town of Riverhead to accept funds from Suffolk County Office for the Aging for the purpose of supplementing the budget of the Town's non-medical in-home personal care program for the elderly residents of Riverhead on a fee-for-service basis at the rate of \$16.00 per unit of service for 2013/2014; and be it further

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

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

**Contract**

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

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

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

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

**Total Cost of the Contract:** Shall be paid on a fee-for service basis at the rate of \$16.00 per unit of service as set forth in Appendix I.

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

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

Town of Riverhead

County of Suffolk

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

By: \_\_\_\_\_  
Dennis M. Cohen  
Title: Chief Deputy County Executive  
Date: \_\_\_\_\_

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

**Approved:  
Department**

By: \_\_\_\_\_  
Holly Rhodes-Teague  
Director, Office for the Aging  
Date \_\_\_\_\_

**Recommended:**

By: \_\_\_\_\_  
Ritva Gottesman  
Asst. Senior Citizen Program Coordinator  
Date \_\_\_\_\_

**Approved as to Legality:  
Dennis M. Brown  
County Attorney**

By: \_\_\_\_\_  
Mary E. Porter  
Assistant County Attorney  
Date \_\_\_\_\_



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**Article I**  
**EISEP/CSE Housekeeper/Chore & Ancillary**  
**Description of Services**

**Whereas**, the Contractor has been identified in the 2013 Suffolk County Adopted Budget to perform the Services for the Department; and

**Whereas**, the Expanded In-Home Services for the Elderly Program (EISEP) has been designated in the Suffolk County Operating Budget to receive funding; and

**Whereas**, the Community Services for the Elderly (CSE) has been designated in the Suffolk County Operating Budget to receive funding; and

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

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

**1. Conflicting Provisions**

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

**2. Goals of Program**

The Contractor shall provide EISEP/CSE Housekeeper/Chore services to functionally impaired persons aged sixty (60) or over, who are not eligible to receive the same or similar services available under Titles XVIII, XIX, or XX of the Federal Social Security Act or any other governmental program, with non-medical in-home services. These services allow elderly persons to remain safe and independent in their own homes.

**3. General Terms and Conditions**

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

- a. The Contractor agrees to adhere to the applicable New York State Office for the Aging Regulations (“Regulations”) governing the Expanded In-Home Services for the Elderly Program 9NYCRR part 6654, as now in effect or as amended hereafter. (See Article IB attached)
- b. Contractor acknowledges that comprehensive assessment, by a Suffolk County Office for the Aging caseworker, is prerequisite to provision of non-medical in-home personal care. The eligibility, prioritization, care plan, financial status, cost share and discharge are determined by the case manager in accordance with EISEP Standards. The Contractor shall provide service as authorized in the care plan.
- c. One unit of EISEP/CSE Housekeeper/Chore service is equal to one (1) hour of non-medical in-home personal care activities provided to or on behalf of the client as ordered on the care plan, excluding travel time. EISEP/CSE Housekeeper/Chore is as defined in 9NYCRR Part 6654.17 (e) (see Article IB attached).

- d. Reimbursement per unit of service is to be made at the rate as stated on the cover page under Total Cost of Agreement, in full reimbursement without regard to expenses actually incurred. Reimbursement will be made only for actual services rendered, as authorized in the care plan.
- e. The Contractor shall comply with determinations made by the Department's case managers as to the portion of cost-sharing by participants. Such cost sharing shall be deducted from the amount to be reimbursed by the County. Contractors shall be responsible for the collection of that portion in accordance with the EISEP cost-share collection procedure.
  - i. In the event that the contractor cannot collect cost-sharing fees from clients despite the contractor's demonstrated good faith effort, the Contractor shall submit a Standard County Voucher monthly for any revenue adjustment.
  - ii. Should a circumstance arise where the Contractor has vouchered and been reimbursed by the County for an uncollectible cost-sharing fee, and is subsequently paid by the client, the Contractor shall submit a Standard County Voucher monthly for any revenue adjustment, regardless that the Term of Agreement has been completed.

#### 4. Description of Personal Care

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

##### Personal Care Level 1

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

- Making and changing beds.
- Dusting and vacuuming the rooms which the person uses.
- Light cleaning of the kitchen, bedroom and bathroom.
- Dishwashing.
- Listing needed supplies.
- Shopping for the person.
- The person's laundering, including necessary ironing and mending.
- Preparing meals, including simple modified diets.
- Paying bills and other essential errands.
- Escorting to appointments and community activities.

#### 5. Administration

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

**6. Contractor's Staff**

- a. The Contractor agrees to employ adequate numbers of qualified staff and supervisory personnel to meet all the specifications of the program in an orderly, punctual and reliable manner. All meetings and trainings required by the County are to be attended by the appropriate staff. The Contractor will have on file with the Department the procedures to be followed by workers and other staff in case of emergency.
- b. The Department has the right to review and approve Contractor's staff applicable to the Program.
- c. Each non-medical in-home service worker shall receive regularly scheduled supervision in each client's home by the designated housekeeper supervisor at least once every six (6) months. Supervisory visits are to be unannounced to the in-home services worker. Copies of the supervisory reports must be kept on file and made available to the Department if requested.
- d. The Contractor shall comply with SDOH health requirements for in-home service workers pursuant to 10 NYCRR 766.11 (c) and (d) or any successor regulation.
  1. All in-home workers are in good physical health;
  2. The health status of all new personnel is assessed and documented prior to the beginning of client contact, to ensure that he or she is free from any health impairment that is of potential risk to the client, client's family, informal caregivers, or employees or that may interfere with the performance of duties;
  3. A record of the following tests and examinations is maintained for all employees who have direct client contact;
    - i. Immunization to rubella, consistent with good medical practice, except that women of childbearing age shall have a screening test approved by the New York State Department of Health; and
    - ii. PPD (Mantoux) skin test for tuberculosis prior to employment and no less than every two (2) years thereafter for negative findings. Positive findings shall require appropriate clinical follow-up but no repeat skin test;
    - iii. Any test that may be required by the local board of health; and
    - iv. An annual, or more frequent if necessary, health status assessment to assure that all personnel are free from any health impairment that is of potential risk to the patient, family, or employees or that may interfere with the performance of his or her duties.
- e. Each in-home services worker shall receive an annual assessment of his or her performance and effectiveness.
- f. Each person providing housekeeping/chore, Personal Care Level 1, services shall:
  1. Be instructed, prior to delivering any in-home services, on how to work with the elderly;
  2. Receive an orientation, prior to delivering any in-home services to:
    - i. the housekeeping/chore tasks which the worker may perform;
    - ii. the policies and procedures of the provider agency; and

iii. the rights of clients as set forth in section 6654.16(ai) of this Part:

3. Receive on-the-job training as needed to instruct the housekeeping/chore, Personal Care Level 1 worker, in a particular skill or technique or to assist in resolving problems in individual care situations.

- g. The Contractor shall complete a criminal history check on all in-home services workers and applicants.
- h. The Contractor shall screen in-home workers and job applicants for previous history of client abuse or criminal conviction for a felony relevant to their duties.
- i. The Contractor shall adhere to the requirements of 9NYCRR 6654.17 (j) now in effect or as amended hereafter with regard to its personnel.
- j. The provisions of this paragraph six (6) are in addition to the provisions of Article V, paragraph 10, subparagraph o.

## 7. Coordination

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

## 8. Equal Access

- a. The Contractor shall comply with requirements for equal access including language accessibility, nondiscrimination and concentration of services on target populations.(NYSOFA 12-PI-08).
- b. The Contractor shall adopt staffing procedures which provide for services to be delivered in a language other than English in areas where a significant number of clients do not speak English as their principal language.
- c. The Contractor shall provide maximum accessibility to those older adults in greatest economic or social need, and ensure that new sites be free from architectural barriers that limit participation of disabled older individuals (NYS regulations, Title 9, Subtitle Y, §6652.2 (I)). Accessibility requirements include provision of services and assistive devices (including assistive technology services and devices) designed to meet the unique needs of older individuals who are disabled, and of older individuals who provide uncompensated care to their adult children with disabilities. Providers must ensure that communications with individuals with disabilities are as effective as communications with others (ADA, 28 CFR 35.160-35.164). For example, auxiliary aids and services may include:
  - For individuals who are deaf or hard of hearing: qualified interpreters, note takers, computer-aided transcription services, written materials, telephone handset amplifiers, assistive listening systems, telephones compatible with hearing aids, closed caption decoders, open and closed captioning, telecommunications devices for deaf persons (TDDs), videotext displays, and exchange of written notes.
  - For individuals with vision impairments: qualified readers, taped texts, audio recordings, Brailled materials, large print materials, and assistance in locating items.

- For individuals with speech impairments: TDDs, computer terminals, speech synthesizers, and communication boards.
- d. Additionally, consistent with the Civil Rights Act of 1964, Title VI, the Title VI regulations, federal Executive Order 13166, and the NYS Human Rights Law. All AAAs and subcontractors are required by law to take reasonable steps to provide meaningful access to limited English proficient persons. All aging services providers, are obligated to provide reasonable, timely, and appropriate language assistance to the limited English proficiency (LEP) populations each serves.

**Mandated Action:**

**The Contractor shall, at a minimum, establish a telephonic interpretation service contract or similar community arrangement with a language interpretation services provider of their choice no later than ninety (90) days after the effective date of this contract. The Contractor's staff for this Program with public contact must be aware of, and trained in the timely and appropriate use of, these language services. The Contractor shall also ensure that LEP persons are informed of the availability of language assistance, free of charge, by providing written notice in languages LEP persons will understand at service locations.**

**9. Reporting Requirements**

One (1) unit of service is equal to one (1) hour of EISEP service.

The Contractor shall submit monthly reports covering program activity and monthly schedule reports covering units of service and expenses. These reports must be submitted to the Department by the tenth (10<sup>th</sup>) day of the month following the period being reported. Any other reports, such as the personal care weekly worksheets, shall be submitted as required by the Department. Such reports must be on a form specified by the Department and shall comply with all procedures required by the Department for the proper payment of vouchers and audits.

**10. Incident Reporting**

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

**11. Confidentiality**

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

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

**12. Promotions and Advertisements**

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

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

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

**13. Contributions and Satisfaction Surveys**

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

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

- b. In accordance with NYOFA Regulation 6654.8, the Department has developed a method for surveying client satisfaction to assure that the views of older persons are solicited and considered as to the operation of the program. The surveys seek to maintain the client's right to confidentiality. The Department sends each cost sharing client an evaluation letter at least once annually.
- c. The Contractor will send a survey to non-cost-sharing clients at least once annually.

**14. Monitoring**

**a. Financial Transactions**

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

**b. Program**

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

**15. Grievance Procedures**

In accordance with §306 (a) (6) (P) of the Older Americans Act, as amended (OAA), and NYS Regulation 6654.16, the Department has established a process for resolving complaints from older persons who are dissatisfied with or denied services. The Contractor shall comply with the requirements of the Grievance Procedures as set forth in Article IA - Grievance Procedures.

**End of Article 1**

**Article IA  
Grievance Procedures**

**1. Purpose**

In accordance with §306 (a) (6) (P) of the Older Americans Act, as amended (OAA) and NYS Regulation 6654.16, the Suffolk County Office for the Aging has established a process for resolving complaints from older persons who are dissatisfied with or denied services.

**2. Notifying Participants of the Right to File a Grievance**

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

**3. Grievance Process**

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

iii. The designated reviewer shall prepare and send a written response to the grievant and to the Department's Director within fifteen (15) days after the grievance is filed. The response shall set forth the circumstances relating to the grievance, the action requested by the grievant, the findings of the reviewer, a proposed remedial action, if any, and reason(s) for and facts relied on in the determination.

c. Appeal of Initial Response/Decision

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

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

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

4. **Record Keeping**

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

5. **Confidentiality**

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

**End of Article 1A**

**Article IB**

**New York State Office for the Aging Regulations (“Regulations”) governing the Expanded in-Home Services for the Elderly Program 9 NYCRR Part 6654.17.**

**End of Article IB**

**Section 6654.17 EISEP in-home services.**

(a) For purposes of this section the words "client" and "consumer" are interchangeable except where noted otherwise.

[(a)] (b) Each area agency receiving EISEP service funds shall ensure provision of both [housekeeping/chore and homemaking/personal care] Personal Care Level I (may appear as housekeeping/chore in other sections of the regulations) and Personal Care Level II (may appear as homemaking/personal care in other sections of the regulations) services as needed by EISEP participants as determined in compliance with the assessment procedures prescribed in section 6654.16 of this Part.

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

[(c)] (d) An in-home services agency or area agency directly providing the services shall have and ensure that all in-home services workers are familiar with written procedures for responding to emergency situations.

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

(e) Some and total assistance as referenced in paragraphs (f) and (g) is defined as follows:

(1) some assistance means that a task or function is performed and completed by the client with assistance from another individual; and

(2) total assistance means that a task or function is performed and completed for the client.

[(e)] (f) [Housekeeping/chore] Personal Care Level I services include some or total assistance with only the following tasks on behalf of or to assist a client:

- (1) making and changing beds;
- (2) dusting and vacuuming the rooms which the client uses;
- (3) light cleaning of the kitchen, bedroom and bathroom;
- (4) dishwashing;
- (5) listing needed supplies;

(6) shopping for the client if no other arrangements are [feasible] possible;

(7) the client's laundering [if no family member is available or able,] including necessary ironing and mending;

(8) meal preparation, including simple modified diets;

(9) payment of bills and other essential errands; and

(10) escort to appointments and community activities may also be included under EISEP.

[(f)] (g) [Homemaking/personal care] Personal Care Level II services include only:

(1) some or total assistance with the tasks listed in subdivision [(e)] (f) of this section; and

(2) some or total assistance with:

(i) bathing of client in the bed, tub or shower;

(ii) dressing; [and]

(iii) grooming, including care of hair, shaving, and ordinary care of nails, teeth and mouth; [and]

[(3)] some assistance with the following tasks performed and completed by the client:]

[(i)] iv) toileting, including assisting the client on and off the bedpan, commode or toilet;

[(ii)] v) walking, beyond that provided by durable medical equipment, within and outside the home;

[(iii)] vi) transferring from bed to chair or wheelchair;

[(iv)] vii) preparation of meals in accordance with modified diets, including low sugar, low fat, low salt and low residue diets[, as prescribed];

[(v)] viii) feeding;

[(vi)] ix) [at the request of the client, with self-]administration of medication by the client, including prompting client of time, identifying the medication for the client, bringing the medication [to the client] and any necessary supplies or equipment to the client, opening the container for the client, positioning the client for medication and administration, [removing medication from the container and providing necessary liquids

for taking the medication, acting as an extension of the client] disposing of used supplies and materials and storing the medication properly;

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

([viii] xi) [in a nontechnical manner in for use] using [of] medical supplies and equipment such as walkers and wheelchairs; and

([ix] xii) changing simple dressings.

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

[(h)] (i) [A personal care] Except under consumer directed in-home services, an in-home services worker shall be able to read[,] and write[,] [and speak in English and, where applicable, in the client's primary language;] understand and carry out directions and instructions; record messages and keep simple records; and communicate with clients, their families and others involved in caregiving. Under consumer directed in-home services, the consumer or the consumer representative shall determine the abilities they will require the in-home services worker to possess.

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

[(j)] (k) Requirements for criminal background checks:

(1) An in-home services agency that is a licensed home care services agency or a certified home health agency providing in-home services shall comply with SDOH requirements for a criminal history check to the extent required by 10 NYCRR 402.

(2) Agencies providing in-home services other than licensed home care services agencies or certified home health agencies, including area agencies directly providing in-home services, shall complete a criminal history check on all in-home services workers and applicants.

(3) Under consumer directed in-home services, the consumer or the consumer representative must be informed by the case manager or fiscal intermediary as designated by the area agency of the option(s) to require a prospective in-home services worker to complete a criminal history check.[screen in-home workers and job applicants

for previous history of client abuse or criminal conviction for a felony relevant to their duties].

[(k)] (1) An in-home services agency, area agency directly providing the services or, under consumer directed in-home services, the consumer or consumer representative in conjunction with the fiscal intermediary shall comply with SDOH health requirements for in-home services workers pursuant to 10 NYCRR 766.11 (c) and (d) or any successor regulation.[ensure that:]

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

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

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

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

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

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

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

[(l)](m) Each in-home services worker shall receive an annual assessment of his or her performance and effectiveness[.]except under consumer directed in-home services no such assessment is required.

[(m)](n)[The in-home services agency or area agency directly providing the services shall have adequate insurance coverage for workers which may include self-insurance against liability claims resulting from personal or property injury.] The in-home services agency or area agency directly providing the services shall have liability or other insurance coverage in an amount sufficient to protect the area agency from any potential liability claims resulting from acts, omissions, or negligence of in-home services agency or area agency personnel. An area agency on aging sponsored by a county or other unit of general purpose local government may satisfy the insurance coverage requirement through self-insurance. The in-home services agency shall maintain such insurance

coverage while its contract with the area agency is in effect and the area agency directly providing the services shall maintain such coverage while it is providing the services.

~~[(n)](o) Except under consumer directed in-home services, each person providing [housekeeping/chore] Personal Care Level I services shall:~~

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

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

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

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

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

(3) receive on-the-job training as needed to instruct the [housekeeping/chore] Personal Care Level I worker in a particular skill or technique or to assist in resolving problems in individual care situations.

~~[(o)](p) Except under consumer directed in-home services, each person performing [homemaking/personal care] Personal Care Level II services shall participate successfully in a training program that meets the requirements described in 18 NYCRR 505.14(e)(1-4) and (7); or meets the training requirements as described in 10 NYCRR 700.2(b)(14)(i) or (ii). [.]~~

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

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

(a) orientation to the agency, community, and the service;

(b) working with the elderly;

(c) body mechanics;

(d) homemaking/personal care skills, taught by a registered nurse;

(e) safety and accident prevention; and

(f) food, nutrition and meal preparation.

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

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

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

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

(1) the family and family relationships;

(2) the child in the family;

(3) mental illness and mental health;

(4) care of the home and personal belongings; and

(5) family spending and budgeting;

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

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

(1) attendance at all classes or equivalent instruction;

(2) determination of ability to competently perform required tasks and establish good working relationships with others;

(3) written, performance and oral testing; instructor observations of overall performance, attitudes and work habits, preparation of assignments or home study materials; or other methods;

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

(iv) successful participation in periodic on-the-job training, as needed, in specific skills

or techniques, or to assist in resolving problems in individual case situations, as deemed necessary by the supervising professional according to criteria for evaluating job performance and ability to function competently and safely; and

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

(q) Under consumer directed in-home services, responsibilities for training, which includes orientation and instruction, are as follows:

(1) the consumer or consumer representative is responsible for determining the need for, and providing and/or arranging for any training of the in-home services worker pertaining to the performance of tasks in the consumer's care plan;

(2) the fiscal intermediary is responsible for training the consumer or the consumer representative and the in-home services worker on the following:

(i) the roles and responsibilities of the fiscal intermediary; and

(ii) the respective roles and responsibilities of the consumer or the consumer representative and the in-home services worker as they relate to the roles and responsibilities of the fiscal intermediary.

(r) at the request of the consumer or consumer representative additional training may be provided. If such training is available, the case manager or fiscal intermediary as designated by the area agency will inform the consumer or consumer representative what additional training is available to the consumer or consumer representative and the in-home services worker, and the entity(ies) responsible for providing it.

[~~(p)~~] (s) Except under consumer directed in-home services, each in-home services worker shall:

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

(i) be a registered professional nurse [or licensed practical nurse with two years of related experience] who is licensed and currently certified to practice as a registered professional nurse in New York State, meets the health requirements specified in (l) of this section and either has at least two years satisfactory recent home health care experience or has a combination of education and experience equivalent to at least two years of satisfactory experience with at least one year of home health care experience, or acts under the direction of a registered professional nurse who has at least two years satisfactory recent home health care experience or has a combination of education and experience equivalent to at least two years of satisfactory experience with at least one year of home health care experience; or possess a bachelors degree with a major in social work, psychology, counseling or related field and one year of experience in the health or social services field; or have five years of related experience.; and

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

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

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

(ii) orientation to the client and worker; and

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

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

(i) evaluate the skills and performance of the in-home services worker[s performance of required tasks];

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

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

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

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

(4) receive administrative supervision on a regular basis.

(t) Under consumer directed in-home services, the consumer or consumer representative shall supervise the in-home services worker.

(1) supervision shall include, but is not limited to, assuring that each in-home services worker competently and safely performs services that are within the worker's scope of services and that are included in the consumer's care plan.

[(q)] (u) Records of an in-home services agency[ies], area agency directly providing the

services or the fiscal intermediary under consumer directed in-home services are subject to review only by the client, his or her authorized representative, case manager, case manager supervisor, area agency, the office, other authorized staff, and authorized program or fiscal monitoring agents.

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

(1) containing:

(i) current and past care plan summaries;

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

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

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

(v) accident or incident reports;

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

(a) observations;

(b) problems;

(c) plans of action;

(d) records of telephone contacts; and

(e) records of in-home supervisory visits;

(2) updated in a timely manner; and

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

(w) Under consumer directed in-home services, the fiscal intermediary shall maintain a record for each consumer receiving in-home services for whom it serves as the fiscal intermediary:

(1) Containing at a minimum:

(i) consumer or consumer representative contact information:

(ii) current and past authorization for services, during the fiscal intermediary's tenure;

(iii) name and other pertinent information of the consumer representative, if applicable;

(iv) name(s) and contact information of in-home services worker(s);

(v) name and contact information of back-up in-home services worker(s);

(vi) a log of contacts between the fiscal intermediary and the case manager and between the fiscal intermediary and the consumer or consumer representative that includes date, who contact was with, summary of contact and follow up;

(vii) documentation of training provided by the fiscal intermediary to the consumer or consumer representative; and

(viii) copies of any consumer specific reports requested by the area agency, case manager, consumer or consumer representative;

(2) updated in a timely manner; and

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

(x) Under consumer directed in-home services, the fiscal intermediary shall maintain a record for each in-home services worker:

(1) Containing at a minimum:

(i) enrollment form(s) for an in-home services worker;

(ii) contact information;

(iii) documentation of meeting eligibility requirements to be an in-home services worker as referenced in section 6654.15(d)(7);

(iv) documentation of compliance with paragraph (l) of this section;

(v) documentation of compliance with paragraph (k) of this section, if applicable;

(vi) copies of any agreements signed by the in-home services worker;

(vii) required payroll and other benefits documents;

(viii) copy of time sheets or electronic time keeping records;

(ix) documentation of any training requests to the fiscal intermediary by the consumer or consumer representative for the in-home services worker; and

(x) a log of contacts between the fiscal intermediary and the in-home services worker that includes date, who contact was with, summary of contact and follow up;

(2) updated in a timely manner; and

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

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

#### **Historical Note**

Sec. filed: Jan. 13, 1987 as emergency measure; March 13, 1987 as emergency measure; May 12, 1987 as emergency measure; July 10, 1987 as emergency measure; July 10, 1987; amd. filed June 29, 1999 eff. July 14, 1999. Amended (p)(3).

Article II  
Definitions

1. Meanings of Terms

As used herein:

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

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

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

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

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

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

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

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

“**Department**” means the signatory department approving the Contract.

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

“**Event of Default**” means

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

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

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

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

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

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

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

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

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

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

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

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

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

**2. Elements of Interpretation**

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

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

**End of Text for Article II**

**Article III**  
**General Terms and Conditions**

**1. Contractor Responsibilities**

**a. Duties and Obligations**

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

**b. Qualifications, Licenses, and Professional Standards**

- i.) The Contractor represents and warrants that it has, and shall continuously possess, during the Term, the required licensing, education, knowledge, experience, and character necessary to qualify it to render the Services.
- ii.) The Contractor shall continuously have during the Term all required authorizations, certificates, certifications, registrations, licenses, permits, and other approvals required by Federal, State, County, or local authorities necessary to qualify it to render the Services.

**c. Notifications**

- i.) The Contractor shall immediately notify the County, in writing, of any disciplinary proceedings, commenced or pending, with any authority relating to a license held by any person necessary to qualify him, her, or the Contractor to perform the Services.
- ii.) In the event that a person is no longer licensed to perform the Services, the Contractor must immediately notify the County, but in no event shall such notification be later than five (5) days after a license holder has lost the

license required to qualify the license holder or the Contractor to perform the Services.

- iii.) In the event that the Contractor is not able to perform the Services due to a loss of license, the Contractor shall not be reimbursed for the Services rendered after the effective date of termination of such license. Without limiting the generality of the foregoing, if any part of the Contract remains to be performed, and the termination of the license does not affect the Contractor's ability to render the Services, every other term and provision of the Contract shall be valid and enforceable to the fullest extent permitted by law.

**d. Documentation of Professional Standards**

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

**e. Credentialing**

- i.) In the event that the Department, or any division thereof, maintains a credentialing process to qualify the Contractor to render the Services, the Contractor shall complete the required credentialing process. In the event that any State credential, registration, certification or license, Drug Enforcement Agency registration, or Medicare or Medicaid certification is restricted, suspended, or temporarily or permanently revoked, it is the duty of the Contractor to contact the Department, or division thereof, as the case may be, in writing, no later than three (3) days after such restriction, suspension, or revocation.

- ii.) The Contractor shall forward to the Department, or division thereof, as the case may be, on or before July 1 of each year during the Term, a complete list of the names and addresses of all persons providing the Services, as well as their respective areas of certification, credentialing, registration, and licensing.

f. **Engineering Certificate**

In the event that the Contract requires any Engineering Services, the Contractor shall submit to the County, no later than the due date for submission for approval of any engineering work product, the Certificate of Authorization ("Certificate"), issued pursuant to § 7210 of the New York Education Law. The failure to file, submit, or maintain the Certificate shall be grounds for rejection of any engineering work product submitted for approval.

- iv.) Upon termination, the Contractor shall reimburse the County the balance of any funds advanced to the Contractor by the County no later than thirty (30) days after termination of the Contract. The provisions of this subparagraph shall survive the expiration or termination of the Contract.
- v.) Nothing contained in this paragraph shall be construed as a limitation on the County's rights set forth in paragraphs 1(c) (iii) and 8 of this **Article III**.

2. **Termination**

a. **Thirty Days Termination**

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

b. **Event of Default; Termination on Notice**

- i.) The County may immediately terminate the Contract, for cause, upon such terms and conditions it deems appropriate, in the Event of Default.
- ii.) If the Contractor defaults under any other provision of the Contract, the County may terminate the Contract, on not less than five (5) days notice, upon such terms and conditions it deems appropriate.

c. **Termination Notice**

Any notice providing for termination shall be delivered as provided for in paragraph 25 of this **Article III**.

d. **Duties upon Termination**

- i.) The Contractor shall discontinue the Services as directed in the termination notice.
- ii.) Subject to any defenses available to it, the County shall pay the Contractor for the Services rendered through the date of termination.
- iii.) The County is released from any and all liability under the Contract, effective as of the date of the termination notice.

3. **Indemnification and Defense**

- a. The Contractor shall protect, indemnify, and hold harmless the County, its agents, servants, officials, and employees from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, suits or actions, costs, and expenses caused by the negligence or any acts or omissions of the Contractor, including reimbursement of the cost of reasonable attorneys' fees incurred by the County, its agents, servants, officials, and employees in any action or proceeding arising out of, or in connection with, the Contract.
- b. The Contractor hereby represents and warrants that it will not infringe upon any copyright in performing the Services. The Contractor agrees that it shall protect, indemnify, and hold harmless the County, its agents, servants, officials, and employees from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, suits or actions, costs, and expenses arising out of any claim asserted for infringement of copyright, including reimbursement of the cost of reasonable attorneys' fees incurred by the County, its agents, servants, officials, and employees in any action or proceeding arising out of or in connection with any claim asserted for infringement of copyright.
- c. The Contractor shall defend the County, its agents, servants, officials, and employees in any proceeding or action, including appeals, arising out of, or in connection with, the Contract, and any copyright infringement proceeding or action. Alternatively, at the County's option, the County may defend any such proceeding or action and require the Contractor to pay reasonable attorneys' fees or salary costs of County employees of the Department of Law for the defense of any such suit.

4. **Insurance**

- a. The Contractor shall continuously maintain, during the Term of the Contract, insurance in

amounts and types as follows:

- i.) **Commercial General Liability** insurance, including contractual liability coverage, in an amount not less than Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury and Two Million Dollars (\$2,000,000.00) per occurrence for property damage. The County shall be named an additional insured.
- ii.) **Automobile Liability** insurance (if any non-owned or owned vehicles are used by the Contractor in the performance of the Contract) in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) per person, per accident, for bodily injury and not less than One Hundred Thousand Dollars (\$100,000.00) for property damage per occurrence.
- iii.) **Workers' Compensation and Employer's Liability** insurance in compliance with all applicable New York State laws and regulations and **Disability Benefits** insurance, if required by law. The Contractor shall furnish to the County, prior to its execution of the Contract, the documentation required by the State of New York Workers' Compensation Board of coverage or exemption from coverage pursuant to §§57 and 220 of the Workers' Compensation Law. In accordance with General Municipal Law §108, the Contract shall be void and of no effect unless the Contractor shall provide and maintain coverage during the Term for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
- iv.) **Professional Liability** insurance in an amount not less than Two Million Dollars (\$2,000,000.00) on either a per-occurrence or claims-made coverage basis.

- b. The County may mandate an increase in the liability limits set forth in the immediately preceding paragraphs (4)(a)(i), (ii), and (iv).
- c. All policies providing such coverage shall be issued by insurance companies authorized to do business in New York with an A.M. Best rating of A- or better.

- d. The Contractor shall furnish to the County, prior to the execution of the Contract, declaration pages for each policy of insurance, other than a policy for commercial general liability insurance, and upon demand, a true and certified original copy of each such policy evidencing compliance with the aforesaid insurance requirements.
- e. In the case of commercial general liability insurance and business use automobile insurance, the Contractor shall furnish to the County, prior to the execution of the Contract, a declaration page or insuring agreement and endorsement page evidencing the County's status as an additional insured on said policy, and upon demand, a true and certified original copy of such policy evidencing compliance with the aforesaid insurance requirements.
- f. All evidence of insurance shall provide for the County to be notified in writing thirty (30) days prior to any cancellation, nonrenewal, or material change in the policy to which such evidence relates. It shall be the duty of the Contractor to notify the County immediately of any cancellation, nonrenewal, or material change in any insurance policy.
- g. In the event the Contractor shall fail to provide evidence of insurance, the County may provide the insurance required in such manner as the County deems appropriate and deduct the cost thereof from a Fund Source.
- h. If the Contractor is a Municipal Corporation and has a self-insurance program under which it acts as a self-insurer for any of such required coverage, the Contractor shall provide proof, acceptable to the County, of self-funded coverage.

5. **Independent Contractor**

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

6. **Severability**

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

provision of the Contract shall be valid and shall be enforced to the fullest extent permitted by law.

**7. Merger; No Oral Changes**

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

**8. Set-Off Rights**

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

**9. Non-Discrimination in Services**

- a. The Contractor shall not, on the grounds of race, creed, color, national origin, sex, age, disability, sexual orientation, military status, or marital status
- i.) deny any individual the Services provided pursuant to the Contract; or
  - ii.) provide the Services to an individual that is different, or provided in a different manner, from those provided to others pursuant to the Contract; or
  - iii.) subject an individual to segregation or separate treatment in any matter related to the individual's receipt of the Services provided pursuant to the Contract; or
  - iv.) restrict an individual in any way from any advantage or privilege enjoyed by others receiving the Services provided pursuant to the Contract; or
  - v.) treat an individual differently from others in determining whether or not the individual satisfies any eligibility or other requirements or conditions which individuals must meet in order to receive the Services provided pursuant to the Contract.
- b. The Contractor shall not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, creed, color, national origin, sex, age, disability, sexual orientation,

military status, or marital status, or have the effect of substantially impairing the Contract with respect to individuals of a particular race, creed, color, national origin, sex, age, disability, sexual orientation, military status, or marital status, in determining:

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

**10. Nonsectarian/Nonpartisan Declaration**

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

**11. Governing Law**

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

**12. No Waiver**

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

**13. Conflicts of Interest**

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

provision of the Contract, and the transferee has not been convicted of a criminal offense as described under Article II of Chapter 189 of the Suffolk County Code. The County shall grant or deny its consent to any request of a Permitted Transfer within twenty (20) days after delivery to the County of the Transfer Notice, in accordance with the provisions of Paragraph 25 of Article III of the Contract. If the County shall not give written notice to the Contractor denying its consent to such Permitted Transfer (and setting forth the basis for such denial in reasonable detail) within such twenty (20)-day period, then the County shall be deemed to have granted its consent to such Permitted Transfer.

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

**18. No Intended Third Party Beneficiaries**

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

**19. Certification as to Relationships**

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

**20. Publications**

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

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

**21. Copyrights and Patents**

- a. **Copyrights**  
If the work of the Contractor should result in the production of original books, manuals, films, or

other materials for which a copyright may be granted, the Contractor may secure copyright protection. However, the County reserves to itself, and the Contractor hereby gives to the County, and to any other person designated by the County, a royalty-free, nonexclusive license to produce, reproduce, publish, translate, or otherwise use any such materials.

**b. Patents**

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

**22. Arrears to County**

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

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

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

**24. Record Retention**

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

ten (10) years because the statute of limitations for the New York False Claims Act (New York False Claims Act § 192) is ten (10) years.

**25. Notice**

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

**End of Text for Article III**

Article IV

Suffolk County Legislative Requirements

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

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

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

**Required Form:**

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

2. Living Wage Law

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

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

**Required Forms:**

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

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

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

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

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

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

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

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

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

**Required Form:**

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

4. Lawful Hiring of Employees Law

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

This Contract is subject to the Lawful Hiring of Employees Law of the County of Suffolk. It provides that all covered employers, (as defined), and the owners thereof, as the case may be, that are recipients of compensation from the County through any grant, loan, subsidy, funding, appropriation, payment, tax incentive, contract, subcontract, license agreement, lease or other financial compensation agreement issued by the County or an awarding agency, where such compensation is one hundred percent (100%) funded by the County, shall submit a completed sworn affidavit (under penalty of perjury), the form of which is attached, certifying that they have

complied, in good faith, with the requirements of Title 8 of the United States Code Section 1324a with respect to the hiring of covered employees (as defined) and with respect to the alien and nationality status of the owners thereof. The affidavit shall be executed by an authorized representative of the covered employer or owner, as the case may be; shall be part of any executed contract, subcontract, license agreement, lease or other financial compensation agreement with the County; and shall be made available to the public upon request.

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

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

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

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

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

**Required Forms:**

Suffolk County Lawful Hiring of Employees Law Form LHE-1; entitled "Suffolk County Department of Labor – Notice Of Application To Certify Compliance With Federal

Law (8 U.S.C. Section 1324a) With Respect To Lawful Hiring of Employees."

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

Suffolk County Lawful Hiring of Employees Law Form LHE-6; entitled "Notice of Non-Applicability For Compliance With Federal Law (8 U.S.C. Section 1324A) With Respect To Lawful Hiring Of Employees."

**5. Gratuities**

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

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

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

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

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

**7. Child Sexual Abuse Reporting Policy**

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

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

**8. Non Responsible Bidder**

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

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

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

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

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

**10. Youth Sports**

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

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

**11. Work Experience Participation**

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

**12. Suffolk County Local Laws Website Address**

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

**End of Text for Article IV**

Article V  
General Fiscal Terms and Conditions

1. General Payment Terms

a. Presentation of Suffolk County Payment Voucher

In order for payment to be made by the County to the Contractor for the Services, the Contractor shall prepare and present a Suffolk County Payment Voucher, which shall be documented by sufficient, competent and evidential matter. Each Suffolk County Payment Voucher submitted for payment is subject to Audit at any time during the Term or any extension thereof. This provision shall survive expiration or termination of this Contract for a period of not less than seven (7) years, and access to records shall be as set forth in paragraph 24 of Article III, and paragraph 4(b) of Article V.

b. Voucher Documentation

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

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

c. Payment by County

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

d. Budget Modification

i.) The parties shall use the Contract Budget Modification Request form ("Budget Modification") for revisions to the Budget and Services not involving an increase to the total cost of the Contract. The Contractor shall submit to the County the Budget Modification proposed revisions for either Budget or the Services. Such request must be made in advance of incurring any expenditure for which the revision is needed.

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

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

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

e. Budget and/or Services Revisions

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

ii.) When the County and the Contractor agree as to such revisions, the Contractor shall execute the Budget/Services Revisions form. The Contractor shall return it to the County.

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

**f. Taxes**

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

**g. Final Voucher**

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

**2. Subject to Appropriation of Funds**

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

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

i.) determine how to pay for the Services;

ii.) determine future payments to the Contractor; and

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

c. The County may, during the Term, impose a Budget Deficiency Plan. In the event that a Budget Deficiency Plan is imposed, the County shall promptly notify the Contractor in writing of the terms and conditions thereof, which shall be

deemed incorporated in and made a part of the Contract, and the Contractor shall implement those terms and conditions in no less than fourteen (14) days.

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

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

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

ii.) personnel rules and procedures;

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

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

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

**4. Accounting Procedures**

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

b. The Contractor shall retain all accounts, books, records, and other documents relevant to the Contract for seven (7) years after final payment is made by the County. Federal, State, and/or County auditors and any persons duly authorized by the County shall have full access and the right to examine any of said materials during said period. Such access is granted notwithstanding

any exemption from disclosure that may be claimed for those records which are subject to nondisclosure agreements, trade secrets and commercial information or financial information that is privileged or confidential.

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

**5. Audit of Financial Statements**

- a. All payments made under the Contract are subject to audit by the Comptroller pursuant to Article V of the Suffolk County Charter. The Contractor further agrees that the Comptroller and the Department shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transactions or other records relating to services under the Contract. If such an audit discloses overpayments by the County to the Contractor, within thirty (30) days after the issuance of an official audit report by the Comptroller or his duly designated representatives, the Contractor shall repay the amount of such overpayment by check to the order of the Suffolk County Treasurer or shall submit a proposed plan of repayment to the Comptroller. If there is no response, or if satisfactory repayments are not made, the County may recoup overpayments from any amounts due or becoming due to the Contractor from the County under the Contract or otherwise.
- b. The provisions of this paragraph shall survive the expiration or termination of the Contract for a period of seven (7) years, and access to records shall be as set forth in paragraph 24 of Article III, and paragraph 4(b) of Article V.

**6. Financial Statements and Audit Requirements**

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

principles. The Contractor may solicit requests for proposals from a number of qualified accounting firms and review carefully the costs of, and qualifications for, this type of work before selecting the Auditor.

- b. The Auditor should be required to meet the following minimum requirements:
  - i.) a current license issued by the New York State Education Department;
  - ii.) sufficient auditing experience in the not-for-profit, governmental or profit-making areas, as applicable; and
  - iii.) a satisfactory peer review issued within not more than three (3) years prior to the date when the Auditor was selected to conduct the audit.
- c. The audit must be conducted in accordance with generally accepted governmental auditing standards. Financial statements must clearly differentiate between County-funded programs and other programs that the Contractor may be operating. The use of subsidiary schedules should be encouraged for this purpose. The Auditor must also prepare a Management Letter based on the audit.
- d. In the event the Contractor is a not-for-profit organization or unit of local government and expends five hundred thousand (\$500,000.00) dollars or more of Federal monies, whether as a recipient expending awards received directly from Federal awarding agencies, or as a subrecipient expending Federal awards received from a pass-through entity, such as New York State or Suffolk County, during any fiscal year within which it receives funding under the Contract, the audit must be conducted, and the audit report ("Single Audit Report") must be, in accordance with OMB Circular No. A-133 (revised June 27, 2003). Single Audit Reports must also be submitted to the designated clearinghouse, cognizant agency and/or pass-through entity, to the extent required by the OMB Circular referred to above.
- e. The Contractor must submit to the County a statement in writing, certified by its chief financial officer, which states the amount of Federal funding expended by the Contractor during such fiscal year. The Contractor must mail or deliver the certified statement to the Department and to the Executive Director of Auditing Services, Suffolk County Department of Audit and Control, H. Lee Dennison Building, 100 Veterans Memorial Highway, P. O. Box

6100, Hauppauge, New York 11788-0099, as soon as possible after the end of the Contractor's fiscal year. The statement must include all Federal funding received directly from the Federal government and all Federal funds passed through from the County and other pass-through entities.

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

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

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

Prior to placing any order to purchase, rent or lease any furniture, fixtures, or equipment valued in excess of one thousand dollars (\$1,000.00) per unit for which the Contractor will seek reimbursement from the County, the Contractor shall submit to the County a written request for approval to make such a proposed purchase, rental or lease, with a list showing the quantity and description of each item, its intended location and use, estimated unit price or cost, and estimated total cost of the proposed order. Written approval of the County shall be required before the Contractor may proceed with such proposed purchase, rental or lease of furniture, fixtures or equipment. All items purchased must be new or like new unless specifically described otherwise in the Budget.
- b. **Purchase Practices/Proprietary Interest of County**
  - i.) The Contractor shall follow the general practices that are designed to obtain furniture, fixtures, equipment, materials, or supplies at the most reasonable price or cost possible.
  - ii.) The County reserves the right to purchase or obtain furniture, fixtures,

equipment, materials, or supplies for the Contractor in accordance with the programmatic needs of the Contract. If the County exercises this right, the amount budgeted for the items so purchased or obtained by the County for the Contractor shall not be available to the Contractor for any purpose whatsoever. Title to any such items purchased or otherwise obtained by the County for the programs encompassed by the Contract and entrusted to the Contractor, shall remain in the County.

- iii.) The County shall retain a proprietary interest in all furniture, removable fixtures, equipment, materials, and supplies purchased or obtained by the Contractor and paid for or reimbursed to the Contractor pursuant to the terms of the Contract or any prior agreement between the parties.
- iv.) The Contractor shall attach labels indicating the County's proprietary interest or title in all such property.

c. **County's Right to Take Title and Possession**

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

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

The Contractor shall maintain proper and accurate inventory records and controls for all such furniture, removable fixtures and equipment acquired pursuant to the Contract and all prior agreements between the parties, if any. Three (3) months before the expiration date of the Contract, the Contractor shall make a physical count of all items of furniture, removable fixtures and equipment in its custody, checking each item against the aforesaid inventory records. A report setting forth the results of such physical count shall be prepared by the Contractor on a form or forms designated by the County, certified and signed by an authorized official of the Contractor, and one (1) copy thereof shall be

delivered to the County within five (5) days after the date set for the aforesaid physical count. Within five (5) days after the termination or expiration date of the Contract, the Contractor shall submit to the County six (6) copies of the same report updated to such date of the Contract, certified and signed by an authorized official of the Contractor, based on a physical count of all items of furniture, removable fixtures and equipment on the aforesaid expiration date, and revised, if necessary, to include any inventory changes during the last three (3) months of the Term.

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

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

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

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

**8. Lease or Rental Agreements**

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

shall, prior to the execution thereof, submit such lease or rental agreement, to the County for approval.

**9. Statement of Other Contracts**

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

**10. Miscellaneous Fiscal Terms and Conditions**

**a. Limit of County's Obligations**

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

**b. Duplicate Payment from Other Sources**

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

**c. Funding Identification**

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

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

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

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

services on County-owned property, the Contractor shall obtain written County approval. The Contractor shall, to the County's satisfaction, submit any documentation requested by the Department reflecting the change, and identify the additional services to be provided and the source of funding that shall be utilized to cover the expenditures incurred by the Contractor in undertaking the additional services.

**e. Potential Revenue**

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

**f. Payments Contingent upon State/Federal Funding**

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

**g. Denial of Aid**

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

County for the amount of the balance due the County, payable to the Suffolk County Treasurer. The provisions of this subparagraph shall survive the expiration or termination of the Contract.

**h. Budget**

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

**i. Payment of Claims**

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

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

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

**k. Travel Costs**

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

**l. Attendance at Conferences**

All conferences that are partially or fully funded by the County that the Contractor's staff wishes to attend must be pre-approved, in writing, by the County and must be in compliance with Suffolk County Standard Operating Procedure A-07 and Executive Order No. 14-2007.

m. **Salaries**

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

n. **Salary Increases**

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

o. **Contractor Vacancies**

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

p. **No Limitation On Rights**

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

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

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

**End of Article V**

**Appendix I**

**RATE PAGE**

**EISEP/CSE Housekeeper/Chore, & Ancillary Services  
Town of Riverhead**

**April 1, 2013– March 31, 2014**

**FEEES FOR SERVICE**

**Non-Medical in-home personal care to be paid at the rate of \$16.00 per unit of service, as authorized in the care plan, for the current program year.**

**Ancillary Service to be paid at actual cost, as authorized in the care plan.**

**Exhibits**

- Exhibit 1** Public Disclosure **not applicable**
- Exhibit 2** Living Wage
- Exhibit 3** Union Certification
- Exhibit 4** Lawful Hiring
- Exhibit 5** Certification Regarding Lobbying
- Exhibit 6** Legislative Designated Funding Applications;
- Exhibit 7** Budget Modification Request
- Exhibit 8** Budget/Services Revisions Approval
- Exhibit 9** Standard Operating Procedure A-07 Amendment 1  
and Executive Order 14-2007 or any successor order.
- Exhibit 10** Comptroller's Rules and Regulations for Consultant's Agreements
- Exhibit 11** Statement of Other Contracts

**TOWN OF RIVERHEAD**

**Resolution # 452**

**APPOINTS INTERPRETER FOR POLICE DEPARTMENT AND JUSTICE COURT**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, the Town, in connection with its municipal operations, requires services consisting of the following: Language Translation; and

**WHEREAS**, **Mill Neck Interpreter Service**, Contractor, is willing to provide the following services to the Town:

Description of Services: Language Translation – Hearing Impaired/Deaf  
Date(s) and Hours of Service: On – call, Flexible

**NOW THEREFORE BE IT HEREBY RESOLVED**, that the Supervisor is hereby authorized to execute the attached Agreement in connection with interpreter services of the aforementioned individual; and be it further

**RESOLVED**, that the Town Clerk is hereby directed to forward a copy of this resolution to Mill Neck Interpreter Service, 501 South Broadway, Suite A, Hicksville, New York, 11801; and

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted



## MILL NECK

### **Mill Neck Interpreter Service**

501 South Broadway, Suite A

Hicksville, NY 11801-5092

**516-512-6222 (Voice)**

1-866-957-4168 (SVRS Direct VP)

**516-512-6336 (Fax)**

1-800-235-2594 (After Hours Service)

## **INDEPENDENT CONTRACTOR AGREEMENT**

**\*Town of Riverhead** shall pay Mill Neck for services under this Agreement in accordance with the following schedule:

### **1. For services provided in Nassau or Suffolk County between the hours of 7:00 AM to 7:00 PM weekdays:**

Seventy dollars (\$70.00) per hour per interpreter. All service assignments require a 2 hour minimum Appearance Fee. Any assignments beyond 2 hours will be billed in half hour increments.

- Should an assignment be a lecture or other activity that covers complex materials, or will require more than 2 hours, a team of interpreters is required (may or may not include a Deaf interpreter). Each interpreter would be hired for a minimum of two hours in duration. The decision to require 2 or more interpreters for an assignment will be at the discretion of Mill Neck Interpreter Services after consulting with the client.
- For special assignments, i.e. theatrical productions, etc., the rates may be subject to modification. Please call our office for more information.
- When an interpreter will be commuting 45 minutes or more, one way, to the job location, a port to port charge may apply.

### **2. For services provided in Nassau or Suffolk County between 7:00 PM to 7:00 AM weekdays and all day weekends:**

Eighty-two dollars (\$82.00) per hour per interpreter. All service assignments require a 2 hour minimum Appearance Fee. Beyond the 2 hour minimum, assignments will be billed in half hour increments.

- Should an assignment be a lecture or other activity that covers complex materials, or will require more than 2 hours, a team of interpreters is required (may or may not include a Deaf interpreter). Each interpreter would be hired for a minimum of two hours in duration. The decision to require 2 or more interpreters for an assignment will be at the discretion of Mill Neck Interpreter Services after consulting with the client.

- For special assignments, i.e. theatrical productions, etc., the rates may be subject to modification. Please call our office for more information.
- When an interpreter will be commuting 45 minutes or more, one way, to the job location, a port to port charge may apply.

### 3. Assignments requested with less than 1 full business day's notice:

Services provided in Nassau or Suffolk County with less than 1 **full business day's** notice (excluding weekends) will be considered an "emergency request" and will be billed one hundred dollars (\$100.00) per hour with a 2 hour minimum Appearance Fee. If the assignment goes beyond 2 hours, the additional time shall be billed at regular hourly rate in half hour increments.

### 4. Emergency Requests outside of regular office hours:

Services can be requested outside of regular office hours by calling **1-800-235-2594**. This will incur a one hundred dollar (\$100.00) Fee **in addition to** the one hundred dollar (\$100.00) per hour Emergency Appearance Fee.

### 5. Cancellation Policy

- **For a single day assignment:** In order for a job to be cancelled without charge, MNIS requires that we receive and acknowledge the cancellation with at least **two (2) full business days** (excluding weekends) prior to the date of the assignment/event. This includes but is not limited to cancellation due to illness or unavailability of any person involved in the assignment other than our interpreter. When our offices' are closed, assignments can be cancelled by calling **1-800-235-2594**.
- **For a multiple day assignment (2-4 days):** In order for a job to be cancelled without charge, MNIS requires that we receive and acknowledge the cancellation with at least **five (5) full business days** (excluding weekends) notice prior to the date of the assignment/event. This includes but is not limited to cancellation due to illness or unavailability of any person involved in the assignment other than the Interpreter. Mill Neck shall assess a fee of 50% of the cost of the originally scheduled assignment. When our offices' are closed, assignments can be cancelled by calling **1-800-235-2594**.
- **For a multiple day assignment 5 days or longer:** In order for a job to be cancelled without charge, MNIS needs to receive and acknowledge the cancellation with at least **ten (10) full business days** (excluding weekends) notice prior to the date of the assignment/event. This includes but is not limited to cancellation due to illness or unavailability of any person involved in the assignment other than our Interpreter. Mill Neck shall assess a fee of 50% of the cost of the originally scheduled assignment. When our offices' are closed, assignments can be cancelled by calling **1-800-235-2594**.
- **For educational assignments:** In the event that a K-12 school student no longer needs interpreter services during a school year, or a college/university student withdraws during a semester, payment for the cancelled assignment will be billable for **two (2) full weeks** of said scheduled classes.

**6. Certification and Confidentiality:**

While performing services under this Agreement, Mill Neck shall use Nationally Certified American Sign Language/English Interpreters and/or interpreters who, in Mill Necks' judgment, are qualified to perform under the Agreement herein. Mill Neck, at its sole discretion, shall select interpreters for assignments using discretion with regard to skill, setting, and the person(s) involved.

Said interpreters shall agree to follow the National Association of the Deaf - Registry of Interpreters for the Deaf (NAD-RID) Code of Professional Conduct. The NAD-RID Code of Professional Conduct has been established as the professional standard of conduct and includes, but is not limited to, the following:

- Interpreters shall keep all assignment-related information **strictly confidential**.
- Interpreters shall render the message faithfully, always conveying the content and spirit of the speaker, using the language most readily understood by the person(s) receiving the service.
- Interpreters shall not counsel, advise, or interject personal opinions.

This Agreement may be terminated by either party upon thirty (30) days written notice to the other party. In the event of termination, **\*Town of Riverhead's** total obligation and responsibility shall be to pay in full (100%) for completed work and work in progress as of the effective date of such termination.

This Agreement will be otherwise in effect for at least one (1) year from date of Agreement and continue until such time as a new Agreement is needed to reflect a change in rates, policies, or procedures. At the time of a change, a new contract will be issued for your review and agreement. A new copy of any contract may be requested by you at anytime to update your records.

**For \*Town of Riverhead:**

\*  
\_\_\_\_\_  
(Signature)

\*  
\_\_\_\_\_  
(Name - Please Print)

\*  
\_\_\_\_\_  
Title

\*  
\_\_\_\_\_  
Date

**Mill Neck Services:**

\_\_\_\_\_  
Loretta H. Murray, Esq., Director, Mill Neck Services

\_\_\_\_\_  
Date

**TOWN OF RIVERHEAD**

**Resolution # 453**

**RATIFIES THE APPROVAL OF THE CHAPTER 90 APPLICATION OF  
RIVERHEAD MTAS INC. (Dancing for the Dogs) – June 2, 2013)**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

**WHEREAS**, on April 30, 2013, Riverhead MTAS Inc. submitted a Chapter 90 Application for the purpose of conducting an event entitled “Dancing for the Dogs” which provides for local musicians, stores and organizations to publically display their wares and services available on the East End, to be located at the Peconic Riverfront, Riverhead, New York, on Sunday, June 2, 2013, between the hours of 12:00 noon and 5:00 p.m.; and

**WHEREAS**, Riverhead MTAS Inc. has completed and filed a Short Environmental Assessment Form in accordance with 6 NYCRR 617; and

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

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

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

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

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

**RESOLVED**, that the application of Riverhead MTAS Inc. for the purpose of conducting an event entitled “Dancing for the Dogs”, which provides for local musicians, stores and organizations to publically display their wares and services available on the East End, to be located at the Peconic Riverfront, Riverhead, New York, on Sunday,

June 2, 2013, between the hours of 12:00 noon and 5:00 p.m., is hereby approved; and be it further

**RESOLVED**, that the Town Board of the Town of Riverhead hereby waives the Chapter 90 Application fee and Showmobile fee due to the applicant's not-for-profit status; and be it further

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

**RESOLVED**, that the necessary tent permit(s) must be obtained and the tent installation and all electric shall comply with the applicable requirements of the NFPA Life Safety Code (NFPA 101), the NFPA Temporary Membrane Structures/Tents (NFPA 102) and the Fire Code of New York State and the Building Code of New York State; and be it further

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

**RESOLVED**, that the Town Clerk is hereby authorized to forward a copy of this resolution to Riverhead MTAS Inc., P.O. Box 635, Riverhead, New York, 11901; and be it further

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

### THE VOTE

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

The Resolution Was  Thereupon Duly Declared Adopted

06.04.13  
130454

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 454**

**AUTHORIZES TOWN CLERK TO PUBLISH AND POST A PUBLIC NOTICE  
TO CONSIDER A LOCAL LAW TO AMEND CHAPTER 62 ENTITLED  
“EXCAVATIONS” OF THE RIVERHEAD TOWN CODE**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

**RESOLVED**, that the Town Clerk be and is hereby authorized to publish the attached public notice to consider a proposed local law to amend Chapter 62 entitled “Excavations” of the Riverhead Town Code once in the June 13, 2013 issue of the News-Review, the newspaper hereby designated as the official newspaper for this purpose, and post same on the sign board at Town Hall; and be it further

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD  
PUBLIC NOTICE**

**PLEASE TAKE NOTICE** that a public hearing will be held before the Town Board of the Town of Riverhead, at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, on the 18<sup>th</sup> day of June, 2013 at 7:00 p.m. to consider a local law amending Chapter 62 entitled “Excavations” of the Riverhead Town Code as follows:

**CHAPTER 62  
EXCAVATIONS**

**§ 62-3. Definitions.**

**MATERIAL**

Topsoil, loam, earth, sand, and/or gravel, and such other material such as wood, stumps, timber in its natural or reprocessed state.

**§ 62-4. Application for Permit.**

A. The owner, lessee or agent of the premises shall obtain a Chapter 62 permit or certificate of exemption prior to the excavation, exportation or importation of material as defined in Chapter 62. The owner, lessee or agent of the premises shall obtain a Chapter 62 permit or certificate of exemption pursuant to § 62-5 of this chapter from the Town Board of the Town of Riverhead, except applicants seeking to excavate, export or import material related to a proposed site plan or subdivision shall be required to obtain final approval for the site plan or subdivision together with building permit and/or foundation permit prior to application for a permit under this chapter. Note: a permit or certificate of exemption shall not entitle the applicant to clear or grade without obtaining approvals required under § 108-129B and D, Chapter 52 and/or Chapter 63. For that purpose, such owner, lessee or agent shall file with the Building Department of the Town of Riverhead a verified application, in duplicate, for such permit or request for exemption containing a detailed statement of the proposed work, together with a plan prepared by a duly licensed engineer or land surveyor of the State of New York or a plot plan reviewed and approved by Natural Resources Conservation Service or Suffolk County Soil and Water Conservation for agricultural production as defined in § 108-3 or such other activities that may qualify for a certificate of exemption, setting forth in detail or including the following information:

- (12) An applicant for residential, commercial and/or industrial subdivision approval or site plan approval shall submit an estimate of the volume of materials to be excavated, exported or imported as certified by a professional engineer, to either the Planning Board or Town Board. The estimate of the volume of materials shall be noted on the approved site plan or subdivision map. Note, as stated above, applicants seeking to excavate, export or import material related to a proposed site plan or subdivision shall be required to obtain final approval for the site plan or subdivision together with building permit and/or

foundation permit prior to application for a permit under this chapter. In addition, the Town may limit a permit for projects to be constructed or improved in phases or capable of phased construction or improvement such that the Chapter 62 permitted activities run concurrent with the phased construction or improvement.

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

Dated: Riverhead, New York  
June 4, 2013

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF RIVERHEAD

DIANE M. WILHELM, TOWN CLERK

06.04.13  
130455

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 455**

**APPROVES PLAN OF ANN MILOSKI**  
**AGRICULTURAL WORKER HOUSING PERMIT TO BE ISSUED PURSUANT TO**  
**SECTION 108-64.4 OF THE RIVERHEAD ZONING ORDINANCE**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

**WHEREAS**, the Riverhead Building Department is in receipt of a survey and site plan of property owned by Ann Miloski respecting the issuance of building permits to allow the installation and construction of one (1) Agricultural Worker Housing unit pursuant to Article XIII Section 108-64.4 of the Riverhead Town Code, such real property located at 4418 Middle Country Road, Rt. 25, Calverton, New York, 11933, Suffolk County Tax Map Number 0600 097.00-02-031; and

**WHEREAS**, the Riverhead Planning Department has reviewed the survey and plan and has recommended that the location of the proposed structure(s) conform to the criteria enumerated in the Town Code; and

**WHEREAS**, the Riverhead Planning and has reviewed the relevant survey plan application and recommended to the Town Board that the petition be considered an Unlisted Action without significant adverse impacts to either the natural or social environment and a Draft Environmental Impact Statement need not be prepared; now

**THEREFORE BE IT RESOLVED**, that in the matter of the survey plan petition of Ann Miloski to allow the construction of one (1) agricultural worker housing unit, the Riverhead Town Board hereby declares itself to be the Lead Agency pursuant to 6NYCRR Part 617 and further determines that action not to have significant adverse impacts upon either the natural or social environment and that a Draft Environmental Impact Statement need not be prepared; and

**BE IT FURTHER RESOLVED**, that the Town of Riverhead does hereby approve the survey and Agricultural Worker Housing plan of Ann Miloski, as prepared by Nathan Taft Corwin III, L.S., last dated May 6, 2013, pursuant to Article XIII Section 108-64.4 of the Riverhead Zoning Ordinance.

**BE IT FURTHER RESOLVED**, that no Certificate of Occupancy shall be issued until such time as the easterly foundation of the proposed housing unit is screened with 4' arborvitae, planted for a distance of forty feet, three (3) feet on center

**BE IT FURTHER RESOLVED**, that the Town Clerk be and hereby authorized to forward a certified copy of this resolution to Ann Miloski,4418 Route 25, Calverton, New York, 11933, the Riverhead Planning Department, the Building Department; Assessor's Office,and the Town Attorney's Office.

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

06.04.13  
130456

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 456**

**AUTHORIZES TOWN CLERK TO PUBLISH AND POST A PUBLIC NOTICE  
TO CONSIDER A LOCAL LAW TO AMEND CHAPTER 108 ENTITLED  
“ZONING” OF THE RIVERHEAD TOWN CODE  
(Article VIII. Accessory Apartments)**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**RESOLVED**, that the Town Clerk be and is hereby authorized to publish the attached public notice to consider a proposed local law to amend Chapter 108 entitled “Zoning” of the Riverhead Town Code once in the June 13, 2013 issue of the News-Review, the newspaper hereby designated as the official newspaper for this purpose, and post same on the sign board at Town Hall; and be it further

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD  
PUBLIC NOTICE**

**PLEASE TAKE NOTICE** that a public hearing will be held before the Town Board of the Town of Riverhead, at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, on the 18<sup>th</sup> day of June, 2013 at 7:05 o'clock p.m. to consider a local law amending Chapter 108 entitled "Zoning" of the Riverhead Town Code as follows:

**CHAPTER 108: ZONING**

**Article VIII. Accessory Apartments**

**§ 108-34.** Purpose; findings; standards.

C. Standards

- (4) Accessory apartment size. The minimum area for an accessory apartment shall be 300 square feet and a maximum of 650 square feet. The accessory apartment shall not exceed 40% of the area of the principal dwelling. For preexisting apartments seeking to comply with the Code provisions set forth in this chapter, the Accessory Apartment ~~Review Board~~ Committee, comprised of the Building and Planning Administrator, Planning Director or his/her designee and the Building Inspector or his/her designee, may review, approve, approve with conditions, or deny accessory apartments that exceed 650 square feet, up to a maximum of 850 square feet, provided that the accessory apartment does not exceed 40% of the area of the principal dwelling of which the apartment is accessory. In no event may there be more than one bedroom per accessory apartment.
- (8) Inspection. The Building Department Administrator for the Town of Riverhead Building Department or his or her designated representative or a Code Enforcement Officer shall be ~~is~~ authorized to make or cause to be made inspections, upon reasonable notice, to determine the condition of the dwellings and compliance with the provisions of this article to safeguard the health, safety, and welfare of the public. A renewal application or transfer application shall be subject to identical inspection criteria as set forth above.
- (9) Duration. All permits issued hereunder shall be valid for an initial period of three years and shall be renewable for successive periods of up to five years at the discretion of the Accessory Apartment ~~Board~~ Committee.
- ~~(11) Amnesty. For the detached single-family dwellings that illegally have an accessory apartment, the owner shall have two years from the enactment of this article to make application, without penalty as set forth in § 52-18, and preconstruction fees (triplicate fees) as set forth in § 52-10H shall be waived upon receipt of an accessory apartment permit. As set forth in § 108-35F of~~

~~this article, the applicant/owner shall have 90 days of issuance of the building permit to comply with all requirements of this article, including but not limited to review and approval by the Accessory Apartment Review Board, and all applicable provisions of the Town Code of the Town of Riverhead, Suffolk County Department of Health Services, New York State Uniform Fire Prevention and Building Code, and any and all such other agencies having jurisdiction.~~

**§ 108-35. Applications.**

A. There shall be submitted to Building Department the following:

(4) An application to the Accessory Apartment ~~Review Board~~ Committee for an accessory apartment permit.

C. The Accessory Apartment ~~Review Board~~ Committee as part of its application, may require the applicant to submit supporting documents, including but not limited to floor plans, surveys, less than 10 years old that show all existing structures, photographs, and/or exterior renderings.

D. The application for the transfer of an accessory apartment permit to a subsequent property owner shall be completed on such forms and in such a manner as prescribed by the Accessory Apartment ~~Review Board~~ Committee.

**§ 108-37. Accessory Apartment ~~Review Board~~ Committee Application Review Process.**

A. The Accessory Apartment ~~Review Board~~ Committee shall consist of three members appointed by the Town Board, all of whom shall be residents of the Town of Riverhead and one of whom shall be designated Chairman. The Town Board may provide for compensation to be paid to said members and provide for such other expenses as may be necessary and proper. Of the members of the Board first appointed, one shall hold office for the term of one year, one for the term of two years and one for the term of three years; provided, however, that the Town Board may, by resolution, increase the number of members of the Accessory Apartment Review Board to five members and provide for their compensation, and thereafter such additional members shall be appointed for terms of one year and three years, respectively. Their successors shall be appointed for the term of three years from and after the expiration of the terms of their predecessors in office. Building and Planning Administrator, Planning Director or his/her designee and the Building Inspector or his/her designee.

B. The Accessory Apartment ~~Review Board~~ Committee shall hear and decide applications for accessory apartments pursuant to the standards enumerated in § 108-34C of this article.

C. The Accessory Apartment ~~Review Board~~ Committee shall adopt rules necessary to the conduct of its affairs in keeping with the provisions of this article. Meetings

shall be held at the call of the Chairman and at such other times as the ~~Board~~Committee may determine. The ~~Board~~Committee shall keep minutes of its proceedings and records of its examinations and other official actions, all of which shall be a public record.

- D. All applications made to the ~~Board~~Committee shall be in writing, on forms prescribed by the ~~Board~~Committee. The Accessory Apartment ~~Review Board~~Committee shall fix a reasonable time for the hearing of the application and give public notice thereof, as well as due notice to the applicant. The applicant shall mail notice of the hearing posted at least seven days prior to the date of the public hearing by either certified or registered mail, return receipt requested, to every property owner, as shown on the current Riverhead assessment rolls, owning property immediately adjacent and contiguous to that of the applicant. For purposes of this section, property separated from that of the application by a public road or right-of-way shall be deemed contiguous.
- F. Revocation. The Accessory Apartment ~~Review Board~~Committee shall retain the right to revoke any accessory apartment permit issued hereunder should the applicant or applicant's tenant violate any provision of this article, any condition imposed upon the issuance of the accessory apartment permit, or violation of the provisions of the Town Code of the Town of Riverhead. Said revocation shall be after a hearing held on notice to the applicant and, if known, the tenant. As an alternative to revocation, the Accessory Apartment ~~Review Board~~Committee may continue the permit on a probationary basis, and in such event, it may revoke the permit without further notice to the applicant or tenant upon a violation of any conditions attached to the probationary permit.
- G. Lapse of accessory apartment permit. Every application for accessory apartment permit granted by the Accessory Apartment ~~Review Board~~Committee shall be and become null and void and of no further force and effect unless the applicant obtains a building and zoning permit for work to be done and/or change of use no later than 30 days after approval is granted by the Accessory Apartment ~~Review Board~~Committee.
- H. No person shall create or occupy an accessory apartment without obtaining an accessory apartment permit from the Accessory Apartment ~~Review Board~~Committee and a certificate of occupancy for said use from the Building Department.
- I. The article shall sunset upon the issuance of the 250th accessory apartment permit, excluding accessory apartment permits issued to applicants seeking to legalize a pre-existing accessory apartment under the amnesty provision set forth in § 108-34C(11). The Town Board may, by resolution, extend the sunset provision up to the 500th accessory apartment permit and/or impose saturation limits within a specified geographical radius or zoning district.

**§ 108-38. Appeals.**

All appeals from the determination of the Accessory Apartment ~~Review Board~~Committee or from any administrative determination regarding interpretation of any provision of this article shall solely be by an Article 78 proceeding. This shall be the exclusive remedy of any aggrieved party.

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

Dated: Riverhead, New York  
June 4, 2013

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF RIVERHEAD

DIANE M. WILHELM, TOWN CLERK

06.04.13  
130457

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 457**

**EXTENDS BID CONTRACT FOR WELL & PUMP EMERGENCY SERVICE FOR THE RIVERHEAD WATER DISTRICT**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

**WHEREAS**, the Riverhead Water District has requested that the contract with Layne Christensen Company, originally awarded under Resolution #110549 adopted July 6, 2011, for the contract period of June 19, 2011 through June 18, 2012, was extended for one (1) year through June 18, 2013, by Resolution #120344, which constituted the first extension under the provisions of the current contact; and

**WHEREAS**, the above-named vendor has agreed to extend the contract through June 18, 2014, per the attached Bid Extension Notice at the original bid amount as attached hereto, which constitutes the second and final extension per the original contract; and

**WHEREAS**, the Town Board has reviewed said request.

**NOW, THEREFORE, BE IT RESOLVED**, that the bid contract for well and pump emergency service for the Riverhead Water District originally awarded to Layne Christensen Company under Resolution #110549 adopted July 6, 2011, extended by Resolution #120344, be and is hereby extended through June 18, 2014; and be it further

**RESOLVED**, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to Layne Christensen Company, 1126 Lincoln Avenue, Holbrook, New York, 11741; and be it further

**RESOLVED**, that all Town Hall departments may review and obtain a copy of this resolution from the Town of Riverhead website and, if needed, a certified copy of same may be obtained from the Town Clerk's Office.

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted



## *RWD Riverhead Water District*

Gary J. Pendzick, Superintendent  
1035 Pulaski Street, Riverhead, New York 11901  
Phone: 631-727-3205 FAX: 631-369-4608

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### Bid Extension Notice

To: Bob Grecki, General Manager  
Layne Christensen Co.

From: Riverhead Water District

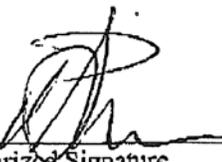
Date: May 28, 2013

Subject: Extension of Bid Services

This letter is to inform you that our current bid contract with you for well and pump emergency service will expire on June 18, 2013.

The Town of Riverhead would like to extend this contract for a period of one (1) year until June 18, 2014. This will be the second and final extension pursuant to the terms of the current original contract.

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

  
\_\_\_\_\_  
Authorized Signature

ROBERT GRECKI, General Manager  
Print Name

LAYNE CHRISTIENSEN CO.  
Company Name

5/27/13  
Date

ITEM 4

Mobilization & demobilization of crew and equipment to remove or reinstall 25HP submersible pump:

- A. Remove, inspect and report condition of pump and motor L.S. \$ 1200
- B. Install pump, motor, cable, with miscellaneous materials L.S. \$ 1600
- C. Weekdays after 8 hours or Saturday L.S. \$ 1600
- D. Sundays and Holidays L.S. \$ 1800

ITEM 5

A. Furnish 8" x 1 1/2" threaded and coupled Water Lube column assembly, complete with 410 S.S. shaft, couplings and bronze spiders:

- 10 foot section Each \$ 1100 (10) \$ 11,000
- 5 foot section Each \$ 220 (2) \$ 440
- Total: \$ 12,440

B. Furnish 10" x 1 1/2" threaded and coupled Water Lube column assembly, complete with 410 S.S. shaft, couplings and bronze spiders:

- 10 foot section Each \$ 1270 (15) \$ 19,050
- 5 foot section Each \$ 1120 (2) \$ 2240
- Total: \$ 21,290

C. Furnish 10" x 1 11/16" threaded and coupled Water Lube column assembly, complete with 410 S.S. shaft, couplings and bronze spiders:

- 10 foot section Each \$ 1400 (15) \$ 21,000
- 5 foot section Each \$ 1240 (2) \$ 2480
- Total: \$ 23,480

ITEM 6

Labor to refurbish existing Discharge Head:

L.S. \$ 750

ITEM 7

Furnish labor and equipment to service existing gear drive:

L.S. \$ 750

ITEM 8

Furnish new 10" or 11" diameter bowl assembly:

- A. 1<sup>st</sup> Stage complete with suction and discharge nozzles (1) \$ 2350
- B. Additional Stage Each \$ 775 (3) \$ 2325
- C. Certified Test L.S. \$ 1250
- TOTAL: \$ 5925

ITEM 9

Furnish new 12" or 13" diameter bowl assembly:

- A. 1<sup>st</sup> Stage complete with suction, discharge nozzle and suction pipe (1) \$ 2785
- B. Additional Stage Each \$ 913 (3) \$ 2739
- C. Certified Test L.S. \$ 1,250

Total: \$ 3,987

ITEM 10

Furnish one (1) new 25HP Submersible Pump, Motor and Cable

L.S. \$ 3,900

ITEM 11

Compensation for furnishing brand name parts and components including freight and trucking:

- A. Up to \$100 Certified Cost plus 40 % = \$ 40
- B. Up to \$500 Certified Cost plus 40 % = \$ 200
- C. Up to \$1000 Certified Cost plus 40 % = \$ 400
- D. Up to \$5000 Certified Cost plus 25 % = \$ 1250
- E. Above \$5000 Certified Cost plus 25 % = \$ 1250

Total: \$ 3,140

ITEM 12

- A. Hourly rate for two (2) man crew with rig to perform additional work, as required:

8 hours @ \$ 200 per hr = \$ 1600 Subtotal: \$ 1,600

- B. Weekdays after 8 hours and Saturdays

Item 12A hourly rate \$ 200 x 1.2% = \$ 240/hr Subtotal: \$ 240

- C. Sunday/holiday

Item 12A hourly rate \$ 200 x 1.2% = \$ 240/hr Subtotal: \$ 240

Total: \$ 2,080

ITEM 13

- A. Rate for machine shop work, including machinist and equipment:

8 hours @ \$ 90 per hr = \$ 720 Subtotal: \$ 720

- B. Weekdays after 8 hours and Saturdays

Item 13A hourly rate \$ 90 x 1.2% = \$ 108/hr Subtotal: \$ 108

- C. Sunday/holiday

Item 13A hourly rate \$ 90 x 1.2% = \$ 108/hr Subtotal: \$ 108

Total: \$ 936

ITEM 14

A. Hourly rate for field repair work, including mechanic, truck and hand tools, including 2 hours travel time:

8 hours @ \$ 100 per hr = \$ 800 Subtotal: \$ 800

B. Weekdays after 8 hours and Saturdays

Item 12A hourly rate \$ 100 x 12 % = \$ 120 /hr Subtotal: \$ 120

C. Sunday/holiday

Item 12A hourly rate \$ 100 x 14 % = \$ 140 /hr Subtotal: \$ 140

Total: \$ 1060

ITEM 15

Perform labor and equipment to perform caliper log and T.V. Inspection L.S. \$ 2,700

AMOUNT BID FOR TOTAL OR LUMP SUM (L.S.) OF EACH ITEM

TOTAL: \$ 138,590<sup>00</sup> LUMP SUM: \$ 138,590<sup>00</sup>

06.04.13  
130458

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 458**

**AUTHORIZES TOWN ATTORNEY TO COMMENCE LEGAL ACTION AGAINST CLEAR SPAN FABRIC STRUCTURES, LONG ISLAND BUILDING SYSTEMS, INC., AND DELALIO-SOUTH FORK ASPHALT, INC.**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio,

**WHEREAS**, by Resolution # 715 of 2010, adopted on September 21, 2010, the Town Board of the Town of Riverhead awarded the bids for Salt Storage Barns at the Highway Department to DeLalio-South Fork Asphalt, Inc.; and

**WHEREAS**, pursuant to Resolution # 715 of 2010, a contract was executed and the Salt Storage Barns at the Highway Department were completed on or about July 12, 2011; and

**WHEREAS**, the membrane fabric on the Salt Storage Barns has failed during the warranty period; and

**WHEREAS**, notwithstanding timely demand by the Town of Riverhead that the repair work under the warranty be undertaken and completed, the contractor, the supplier and the manufacturer have failed or neglected to undertake the repair work.

**NOW THEREFORE BE IT RESOLVED**, that the Town Attorney be authorized to commence actions against Clear Span Fabric Structures, Long Island Building Systems, Inc. and DeLalio-South Fork Asphalt, Inc.; 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

06.04.13  
130459

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 459**

**APPROVES PERMIT/EXEMPTION APPLICATION OF  
SHORELINE DEVELOPMENT CORP. AS PROVIDED BY CHAPTER 62  
“EXCAVATIONS” OF THE RIVERHEAD TOWN CODE**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

**WHEREAS**, Shoreline Development Corp. the owner of real property located at 1069 Sound Avenue, Calverton, New York is currently in contract with Kenneth Kaufold, Contract Vendee, said properties further described as Suffolk County Tax Map Numbers 0600-58-2-13.1, 14.2, and Suffolk County Tax Map Numbers 0600-76-2-9.2 and 9.3; and

**WHEREAS**, Kenneth Kaufold, on behalf of Shoreline Development Corp., has petitioned the Town Board for an exempt excavation permit pursuant to Chapter 62 of the Town Code of the Town of Riverhead in connection with the construction of a horse training and boarding facility, consisting of two barns, a 100 ft. by 200 ft. indoor riding arena, 16 paddocks, parking and related accessory facilities on the subject property; and

**WHEREAS**, the Town Board has reviewed and considered the Chapter 62 Permit/Exemption Application dated February 13, 2013.

**NOW THEREFORE BE IT RESOLVED**, that the Town Board of the Town of Riverhead hereby approves the Chapter 62 Permit/Exemption Application of Shoreline Development Corp. and further, authorizes the Building Department to issue a Building Permit in connection with the above referenced improvements to be completed upon said real property; and be it further

**RESOLVED**, that all other provisions of Chapter 62 are hereby waived pursuant to Chapter 62.5 A.(2); and be it further

**RESOLVED**, that the Town Clerk is hereby authorized to forward a copy of this resolution to Shoreline Development Corp., 102 Sandpiper Drive, Riverhead, NY, 11901 and Kenneth Kaufold, 27 Stern Court, Farmingdale, NY, 11735; and be it further

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

06.04.13  
130460

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 460**

**APPROVES EXTENSION OF THE PERFORMANCE SECURITY POSTED BY  
PORTVIEW HOMES, INC. A/K/A AXIS CONSULTANT SERVICES LLC IN  
CONNECTION WITH THE SUBDIVISION ENTITLED "COUNTRY TRAILS"  
(Road and Drainage Improvements)**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

**WHEREAS**, the Riverhead Town Board, by Resolution #160 adopted on February 20, 2013, did accept People's United Bank Cashier's Check #7574576 in the amount of \$166,666.67 representing road and drainage improvements to be completed within the subdivision entitled "Country Trails"; and

**WHEREAS**, the Riverhead Town Board, by Resolution #887, dated December 6, 2011, did approve a two-year extension for the above referenced performance security to March 15, 2012; and

**WHEREAS**, it has been requested by Portview Homes, Inc., a/k/a Axis Consultant Services LLC, that a further extension be granted for the performance security bond representing the road and drainage improvements to be completed within the subdivision; and

**WHEREAS**, pursuant to Riverhead Planning Board Resolution #2013-0014, dated May 2, 2013, it is recommended that the performance security be extended for an additional two-year period to March 15, 2014; and

**WHEREAS**, Water Key Money in the amount of \$65,000.00 and Park and Recreation Fees in the amount of \$42,000.00 have been paid in connection with this subdivision.

**NOW THEREFORE BE IT RESOLVED**, that the Town Board of the Town of Riverhead hereby approves the extension of time for the performance security posted representing the road and drainage improvements to be completed within the subdivision as provided by Riverhead Town Code Chapter 108-97 A. (4); and be it further

**RESOLVED**, that the Town Board hereby accepts the \$2,000.00 fee associated with such extension approval; and be it further

**RESOLVED**, that this extension shall extend the performance security posted representing the road and drainage improvements to be completed within the subdivision to March 15, 2014; and be it further

**RESOLVED**, that the Town Clerk is hereby authorized to forward a copy of this resolution to Portview Homes, Inc., 77 Davis Avenue, Port Jefferson Station, New York, 11776 and People's United Bank, Attn: Louise Hall, 100 Motor Parkway, 6<sup>th</sup> Floor, Suite 160, Hauppauge, New York, 11788; and be it further

**RESOLVED**, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and, if needed, a 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

06.04.13  
130461

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 461**

**AUTHORIZING WAIVER OF 30 DAY NOTIFICATION REQUIRED  
BY THE NEW YORK STATE LIQUOR AUTHORITY**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

**WHEREAS**, Mawoia, LLC d/b/a Parto's, 12 West Main Street, Riverhead, New York intends to apply for a wine/beer application for 12 West Main Street; and

**WHEREAS**, pursuant to Alcohol Beverage Control Law §110-b, an applicant must give the municipality thirty (30) days notice of the pending liquor license application unless the municipality consents to waive this thirty (30) day requirement; and

**WHEREAS**, Mawoia, LLC d/b/a Parto's has requested that the Town waive the thirty (30) day notification required by the New York State Liquor Authority in an effort to expedite the application for the liquor license to Mawoia, LLC d/b/a Parto's from the New York State Liquor Authority; now therefore be it

**RESOLVED**, that the Town Board of the Town of Riverhead, be and hereby offers no objection to and waives the thirty (30) day notice period in regard to application by Mawoia, LLC d/b/a Parto's for a wine/beer license from the New York State Liquor Authority, allowing to expedite submission of the liquor license application; and be it further

**RESOLVED**, that the Town Clerk is hereby directed to forward a copy of this resolution to John Springer, PORTJEFFERSON.COM Inc. d/b/a My Liquor License Guy, 52 Horizon View Dr., Farmingville, New York 11738 and that all Town Hall Departments may review and obtain a copy of this resolution from the towns 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

06.04.13  
130462

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 462**

**SETS SALARIES FOR 2013 PART-TIME/CALL-IN ASSISTANT RECREATION  
LEADER II**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, the Town of Riverhead Recreation Department needs to set salaries for the 2013 Part-time/Call-in and Seasonal Recreation personnel,

**NOW THEREFORE BE IT RESOLVED**, that effective June 4, 2013, this Town Board sets salaries for the 2013 part-time/call-in personnel for the Recreation Department

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

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

*2013 Salaries  
Part- Time/Call- In Assistant Recreation Leader II*

Asst. Recreation Leader II

Level 1	\$11.55
Level2	\$12.70
Level3	\$13.10
Level4	\$13.50
Level 5	\$13.90
Level 6	\$14.30
Level 7	\$14.75

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

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

06.04.13  
130463

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 463**

**APPOINTS AN ASSISTANT RECREATION LEADER II TO THE RECREATION DEPARTMENT**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

**WHEREAS**, a Assistant Recreation Leader II is needed by the Riverhead Town Recreation Department,

**NOW THEREFORE BE IT RESOLVED**, that effective June 4, 2013 this Town Board hereby appoints Jennifer Masino to the position of Assistant Recreation Leader II, Level III, to be paid the rate of \$ 13.10 per hour and

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

06.04.13  
130464

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 464**

**APPOINTS AN ASSISTANT RECREATION LEADER II TO THE RECREATION DEPARTMENT**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, a Assistant Recreation Leader II is needed by the Riverhead Town Recreation Department,

**NOW THEREFORE BE IT RESOLVED**, that effective June 4, 2013 this Town Board hereby appoints Gil Doremus to the position of Assistant Recreation Leader II, Level I, to be paid the rate of \$ 11.55 per hour and

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

06.04.13  
130465

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 465**

**AUTHORIZES AGREEMENT FOR ANNUAL STIPEND  
WITH RAYMOND COYNE**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

**WHEREAS**, the Town of Riverhead, under direction of a Youth Bureau Director, has established and hosts various teen related programming, including but not limited to annual events such as Riverhead Idol, Teen Night, and Summer Teen Camp; and

**WHEREAS**, the Town of Riverhead wishes to continue these teen related programs for the teen and younger residents of the Town of Riverhead; and

**WHEREAS**, the Town of Riverhead is currently operating without a Youth Bureau Director; and

**WHEREAS**, Raymond Coyne has expressed his willingness to undertake these teen related programs for a stipend of \$8,000.00 for the year 2013.

**NOW THEREFORE BE IT RESOLVED**, that the Town Board, be and hereby grants a stipend to Raymond Coyne in the sum of \$8,000.00 for the year 2013; and be it further

**RESOLVED**, that the Town Supervisor, be and is hereby, authorized to sign an agreement with Raymond Coyne that is acceptable to 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 # 466

PAYS BILLS

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

ABSTRACT #13-20 May 23, 2013 (TBM 6/4/13)			
FUND NAME		Ckrun Total	GRAND TOTALS
GENERAL FUND	1	409,174.67	409,174.67
POLICE ATHLETIC LEAGUE	4	924.88	924.88
RECREATION PROGRAM FUND	6	24,092.15	24,092.15
HIGHWAY FUND	111	55,250.07	55,250.07
WATER DISTRICT	112	107,715.76	107,715.76
RIVERHEAD SEWER DISTRICT	114	69,093.80	69,093.80
REFUSE & GARBAGE COLLECTION DI	115	210,391.85	210,391.85
STREET LIGHTING DISTRICT	116	4,828.78	4,828.78
EAST CREEK DOCKING FACILITY FU	122	1,117.74	1,117.74
CALVERTON SEWER DISTRICT	124	3,046.32	3,046.32
RIVERHEAD SCAVANGER WASTE DIST	128	67,835.24	67,835.24
RISK RETENTION FUND	175	8,896.81	8,896.81
CDBG CONSORTIUM ACOUNT	181	128.23	128.23
GENERAL FUND DEBT SERVICE	384	4,727,271.56	4,727,271.56
TOWN HALL CAPITAL PROJECTS	406	40.00	40.00
WATER DISTRICT CAPITAL PROJECT	412	17,460.24	17,460.24
RIVERHEAD SEWER CAPITAL PROJEC	414	2,775.33	2,775.33
TRUST & AGENCY	735	8,209,323.41	8,209,323.41
CALVERTON PARK - C.D.A.	914	8,000.00	8,000.00
TOTALS		13,927,366.84	0.00 13,927,366.84

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 # 466

PAYS BILLS

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

ABSTRACT #13-21 May 30, 2013 (TBM 6/04/13)			
FUND NAME		Ckrun Total	GRAND TOTALS
GENERAL FUND	1	936,878.87	936,878.87
RECREATION PROGRAM FUND	6	10,962.62	10,962.62
HIGHWAY FUND	111	113,030.19	113,030.19
WATER DISTRICT	112	66,103.68	66,103.68
RIVERHEAD SEWER DISTRICT	114	36,522.69	36,522.69
REFUSE & GARBAGE COLLECTION DI	115	8,540.46	8,540.46
STREET LIGHTING DISTRICT	116	10,880.68	10,880.68
AMBULANCE DISTRICT	120	6,454.52	6,454.52
EAST CREEK DOCKING FACILITY FU	122	1,144.11	1,144.11
CALVERTON SEWER DISTRICT	124	882.73	882.73
RIVERHEAD SCAVANGER WASTE DIST	128	17,867.27	17,867.27
WORKERS' COMPENSATION FUND	173	92,615.95	92,615.95
CDBG CONSORTIUM ACOUNT	181	845.54	845.54
TRUST & AGENCY	735	7,950,656.43	7,950,656.43
CALVERTON PARK - C.D.A.	914	1,556.00	1,556.00
<b>TOTAL ALL FUNDS</b>		<b>9,254,941.74</b>	<b>9,254,941.74</b>

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 # 467**

**SEQRA RESOLUTION REGARDING APPLICATION FOR SUFFOLK COUNTY  
DOWNTOWN REVITALIZATION ROUND 11 FUNDING FOR LED STREET LIGHTS**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, the Town of Riverhead and the Town of Riverhead Business Improvement Association wish to make site improvements to Town of Riverhead property along the downtown sidewalks to upgrade and replace aging street lights with more energy efficient LED lights on area of less than .5 acres; and

**WHEREAS**, the Town of Riverhead and the Town of Riverhead Business Improvement Association are applying to Suffolk County for a Suffolk County Downtown Revitalization Round 11 Grant to fund some of the LED Street lights; and

**WHEREAS**, the Riverhead Planning Department has reviewed the project documentation provided by the Community Development Department and has recommended the directly undertaken action to be considered a Type II Action pursuant to 6NYCRR Part 617.5(c)(1) as maintenance and repair; and

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

**NOW THEREFORE, BE IT RESOLVED**, that Riverhead Town Board declares itself to be the lead agency to upgrade and replace aging street lights with more energy efficient LED lights to Town of Riverhead property along the downtown sidewalks on an area of less than .5 acres, which it declares to be an Type II Action for the purposes of compliance with SEQRA; and

**THEREFORE, BE IT FURTHER RESOLVED**, that the Town Clerk shall provide notification of this resolution to the Community Development Department and a copy to Ms. Carolyn Fahey, Intergovernmental Relations Coordinator, Suffolk County Department of Economic Development and Workforce Housing, H. Lee Dennison Building, 2nd floor, Hauppauge, NY11788-0099.

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

On a motion by Councilman Dunleavy, seconded by Councilman Wooten, resolution #467 was TAKEN OFF THE FLOOR

THE VOTE: Giglio, yes; Gabrielsen, yes; Wooten, yes; Dunleavy, yes; Walter, yes

Immediately thereafter followed with a motion to ADOPT

**THE VOTE**

Giglio Yes No      Gabrielsen Yes No

Wooten Yes No      Dunleavy Yes No

Walter Yes No

The Resolution Was  Thereupon Duly Declared Adopted

06.04.13  
130468

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 468**

**SUPPORTS AND ENDORSES PURSUIT OF SUFFOLK COUNTY DOWNTOWN  
REVITALIZATION ROUND 11 FUNDING FOR DOWNTOWN LED LIGHTS**

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

**WHEREAS**, the Town of Riverhead is always desirous to improve the economy and quality of life within the Town of Riverhead; and

**WHEREAS**, through the Suffolk County Downtown Revitalization Program, the County of Suffolk participates with local governments in the development, support and funding of projects located in Suffolk County that will have an important and sustainable impact on downtowns and business districts; and

**WHEREAS**, Suffolk County announced Round 11 of the Downtown Revitalization Grant Program to encourage long-term improvements in downtown business districts; and

**WHEREAS**, eligible applicants include chambers of commerce and business improvement districts with municipalities acting as local sponsors; and

**WHEREAS**, the Town of Riverhead Community Development Department has been awarded funding for nine previous projects on behalf of the Riverhead Chamber of Commerce and the Riverhead Business Improvement District under Rounds 1 – 10 of the Suffolk County Downtown Revitalization Program; and

**WHEREAS**, the Riverhead Business Improvement District has requested grant writing support and sponsorship from the Town of Riverhead to submit a grant funding application to provide funds for site improvements to the Town of Riverhead property along the downtown sidewalks to upgrade and replace aging street lights with more energy efficient LED lights; and

**WHEREAS**, the project meets the requirements and goals and objectives of the program, is consistent with the goals of the East Main Street Urban Renewal Plan (1993 and 2008 update), the Vision Plan for Downtown Riverhead (BID 1995), the Revitalization Strategy for Downtown Riverhead (APPS, June 2000), the Town of Riverhead Comprehensive Plan (2003), Downtown Center–1 zoning district (2004), and the objectives of Smart Growth as recognized by Vision Long Island (2005); and

**WHEREAS**, the project is supported by the Riverhead Business Improvement District and the Riverhead Town Board; and

**WHEREAS**, as part of the application process, the County of Suffolk requires a resolution of the Town Board showing local support for the proposed project; and

**WHEREAS**, upon the County's approval of the project, the Town/Village would be required to enter into an intermunicipal agreement with the County under Article 5-G of the General Municipal Law pursuant to which the Town of Riverhead would be required to undertake and complete the project and the County would be responsible for providing financing for all or part of the cost of the project; and

**WHEREAS**, in order to provide County financing for all or part of the project, the County of Suffolk must obtain a leasehold, easement or other real property interest in the site of the project.

**NOW THEREFORE, BE IT RESOLVED**, that the Town Board of the Town of Riverhead hereby states its support of the LED Main Street light upgrade/replacement project proposed by the Town of Riverhead Business Improvement District Association pursuant to the Suffolk County Downtown Revitalization Program through the Town of Riverhead; and be it further

**RESOLVED**, that the Town Board authorizes the Supervisor to sign any and all necessary documents, including but not limited to the required easement/lease documents and an intermunicipal agreement, subject to review and approval of the Town Attorney, to participate in the above referenced program; and be it further

**RESOLVED**, that the Town Board hereby supports and endorses an application to be submitted by the Town of Riverhead Community Development Department and/or the Riverhead Business Improvement District to Suffolk County, the Legislator for the First District, and the Downtown Revitalization Program Citizens Advisory Panel for a project as herein described and reflecting leveraged funds provided by inkind Town of Riverhead engineering, community development and buildings and grounds services as well as New York State Department of Transportation and US HUD Community Development Block Grant matching funds; and

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

On a motion by Councilman Dunleavy, seconded by Councilman Wooten, resolution #468 was TAKEN OFF THE FLOOR

THE VOTE: Giglio, yes; Gabrielsen, yes; Wooten, yes; Dunleavy, yes; Walter, yes

Immediately thereafter followed with a motion to ADOPT

**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 # 469**

**ACCEPTS THE RESIGNATION OF A MAINTENANCE MECHANIC II**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

**WHEREAS**, the Town has received written notification from Gregory Polak, a Maintenance Mechanic II in the Buildings and Grounds division of the Town Engineer's department, indicating his intent to resign effective close of business May 2, 2013.

**NOW, THEREFORE, BE IT RESOLVED**, that this Town Board hereby accepts the resignation of Gregory Polak.

**RESOLVED**, that the Town Clerk is hereby directed to forward a copy of this resolution to Gregory Polak, the Town Engineer, 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.

On a motion by Councilman Dunleavy, seconded by Councilman Wooten, resolution #469 was TAKEN OFF THE FLOOR

THE VOTE: Giglio, yes; Gabrielsen, yes; Wooten, yes; Dunleavy, yes; Walter, yes

Immediately thereafter followed with a motion to ADOPT

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted