

RESOLUTION LIST:

OCTOBER 20, 2015

- Res. #728 2008 Wading River Creek Rock Jetty Project Closure**
- Res. #729 Riverhead Ambulance District Budget Adjustment**
- Res. #730 Calverton Sewer District Budget Adjustment**
- Res. #731 2014 Capital Project Closure CP 40186 – Grangebel Park**
- Res. #732 General Fund Senior Center Truck Budget Adjustment**
- Res. #733 General Fund Recreation Budget Adjustment**
- Res. #734 Riverhead Water District Budget Adjustment**
- Res. #735 Ratifies the Approval of the Chapter 90 Application of Home Depot Development of Maryland, Inc. (Tent Sale – September 15th, 2015 through November 15th, 2015)**
- Res. #736 Amends Resolution #467 of 2015 and Approves Revised 5K Race Route for the Riverhead Running Club, Inc.**
- Res. #737 Accepts the Resignation of a Part-Time bus Driver (David Murphy)**
- Res. #738 Appoints a Provisional Assistant Senior Citizens Center Manager (Karen Westwood)**
- Res. #739 Ratifies the Appointment of Recreation Aides-Youth Bureau to the Recreation Department**
- Res. #740 Awards Bid for Collection and Recycling of Electronic Waste**
- Res. #741 Adopts a Local Law Amending Chapter 101 Entitled “Vehicles and Traffic” of the Riverhead Town Code**
- Res. #742 Authorizes the Supervisor to Execute Professional Services Agreement with Munistat Services Inc. for 2015**
- Res. #743 Authorizes the Release of Headriver LLC Performance Security for Wal-Mart Project**

- Res. #744** 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. #745** Authorizes Town Clerk to Publish and Post Notice to Bidders for Water Services Materials
- Res. #746** 2016 Renewal of Bid Award for Maintenance and Emergency Services Contract C – Controls for Riverhead Water District
- Res. #747** 2016 Renewal of Bid Award for Maintenance and Emergency Services Contract D – Distribution for Riverhead Water District
- Res. #748** 2016 Renewal of Bid Award for Control Valve Maintenance and Repair Services for Riverhead Water District
- Res. #749** 2016 Renewal of Bid Award for Maintenance and Emergency Services Contract E – Electrical for Riverhead Water District
- Res. #750** Awards Bid for the Sale of Obsolete/Surplus Highway Department Vehicles/Equipment
- Res. #751** Authorizes the Supervisor to Execute an Agreement with Corporate Plans, Inc., d/b/a CPI-HR
- Res. #752** Pays Bills

TOWN OF RIVERHEAD

Resolution # 728

**2008 WADING RIVER CREEK ROCK JETTY
PROJECT CLOSURE**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the 2008 Wading River Creek Rock Jetty Capital Project #40196 will not be moving forward.

NOW THEREFORE BE IT RESOLVED, that the Town Board hereby authorizes the Accounting Department to modify the budget, complete the necessary transfers of funds from the General Fund and to close the project.

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

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

THE VOTE

Giglio 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 # 729

RIVERHEAD AMBULANCE DISTRICT

BUDGET ADJUSTMENT

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, the Riverhead Ambulance facility requires additional repairs to the overhead doors and other weather related deterioration.

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

	<u>FROM</u>	<u>TO</u>
120.045400.541500 Motor Vehicle Maintenance	4,500	
120.045400.541151 General Building Maintenance - Jamesport		4,500

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

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 730

CALVERTON SEWER DISTRICT

BUDGET ADJUSTMENT

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, the Superintendent of Sewer is requesting a budget adjustment to cover the costs of professional services for the remainder of the year in the Calverton Sewer District.

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

	<u>FROM</u>	<u>TO</u>
124.081300.524000 Plant Equipment – Calverton Sewer	10,000	
124.081300.543504 Engineering Services – Calverton Sewer		10,000

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

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 731

2014 CAPITAL PROJECT CLOSURE

CP 40186 – GRANGEBEL PARK

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, Resolution #268 adopted 4/21/2015 authorized the closure of the Grangebhel Park Bulk Heading Project # 40186; and

WHEREAS, due to the disallowance of certain expenditures for grant reimbursement, additional funding is necessary from the General Fund.

NOW THEREFORE BE IT RESOLVED, that the Town Board hereby authorizes the Accounting Department to modify the budget and transfer \$35,189 from the General Fund for project financing.

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

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 732

GENERAL FUND
SENIOR CENTER TRUCK

BUDGET ADJUSTMENT

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Senior Citizen Program Director requests a budget adjustment for the purchase of a vehicle for the Meals on Wheels program.

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

	<u>FROM</u>	<u>TO</u>
001.067720.515510 Nutrition Part Time Employees	16,550	
001.067720.515501 Nutrition Administration Part Time	18,000	
 001.067720.524175 Vehicles		 34,550

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

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 733

GENERAL FUND
RECREATION

BUDGET ADJUSTMENT

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, the Superintendent of Recreation is requesting a budget transfer and additional cleanup of overspent Personal Services Accounts.

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

	<u>FROM</u>	<u>TO</u>
001.071100.515501 Skate Park Attendants	37,000	
001.071100.518607 Seasonal Employees		8,400
001.073100.518752 Swim Lessons		4,300
001.073105.515500 Personal Services		15,000
001.071800.518606 Lifeguards		3,300
001.073105.511500 Personal Services		3,300
001.071800.518607 Beach Attendant		2,700

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

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 734

RIVERHEAD WATER DISTRICT

BUDGET ADJUSTMENT

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, the Superintendent of Water is requesting a budget adjustment to purchase meters and repair/replace the motor in Unit #69.

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

	<u>FROM</u>	<u>TO</u>
112.083200.524175 Trucks	50,000	
112.083200.541500 Motor Equipment Expense		20,000
112.083200.524451 Purchase & Install Meters		30,000

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

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 735

**RATIFIES THE APPROVAL OF THE CHAPTER 90 APPLICATION OF HOME DEPOT
DEVELOPMENT OF MARYLAND, INC.**

(Tent Sale – September 15th, 2015 through November 15th, 2015)

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, on October 1, 2015, Andrew Carbone, on behalf of Home Depot Development of Maryland, Inc., submitted a Chapter 90 Application for erecting a tent for the display and sale of rugs at the location of 1550 Old Country Road, Riverhead, New York, to be held on Tuesday, September 15, 2015 through Saturday, November 15, 2015, between the hours of 6:00 a.m. and 10:00 p.m.; and

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

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

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

WHEREAS, that the applicable Chapter 90 Application fee has been paid; and

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

NOW THEREFORE BE IT RESOLVED, that the application of Home Depot Development of Maryland, Inc., for erecting a tent for the display and sale of rugs at the location of 1550 Old Country Road, Riverhead, New York, to be held on Tuesday, September 15, 2015 through Sunday, November 15, 2015, between the hours of 6:00 a.m. and 10:00 p.m., is hereby approved; and be it further

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

RESOLVED, that 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 Home Depot Development of Maryland, Inc., Attn: Jessica Borgert, Sr. Corporate Counsel, 2455 Paces Fern Road, NW, Atlanta, Georgia, 30339 and Home Depot, Attn: Andrew Carbone, 1550 Old Country Road, Riverhead, New York, 11901; and be it further

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 736

AMENDS RESOLUTION # 467 OF 2015 AND APPROVES REVISED 5K RACE ROUTE FOR THE RIVERHEAD RUNNING CLUB, INC.

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, by Resolution # 467 of 2015, adopted on June 16, 2015, the Town Board approved the Chapter 90 (Special Events) Application of The Riverhead Running Club entitled "Trick or Trot" for a 5K Run; and

WHEREAS, during the review of the race layout an alternated route for the 5K run entitled "Trick or Trot" has been found to be more favorable.

NOW THEREFORE BE IT RESOLVED, that based upon the forgoing, the Town Board hereby amends Resolution # 467 of 2015 and approves the alternate route as set forth in the route plan attached hereto; and be it further

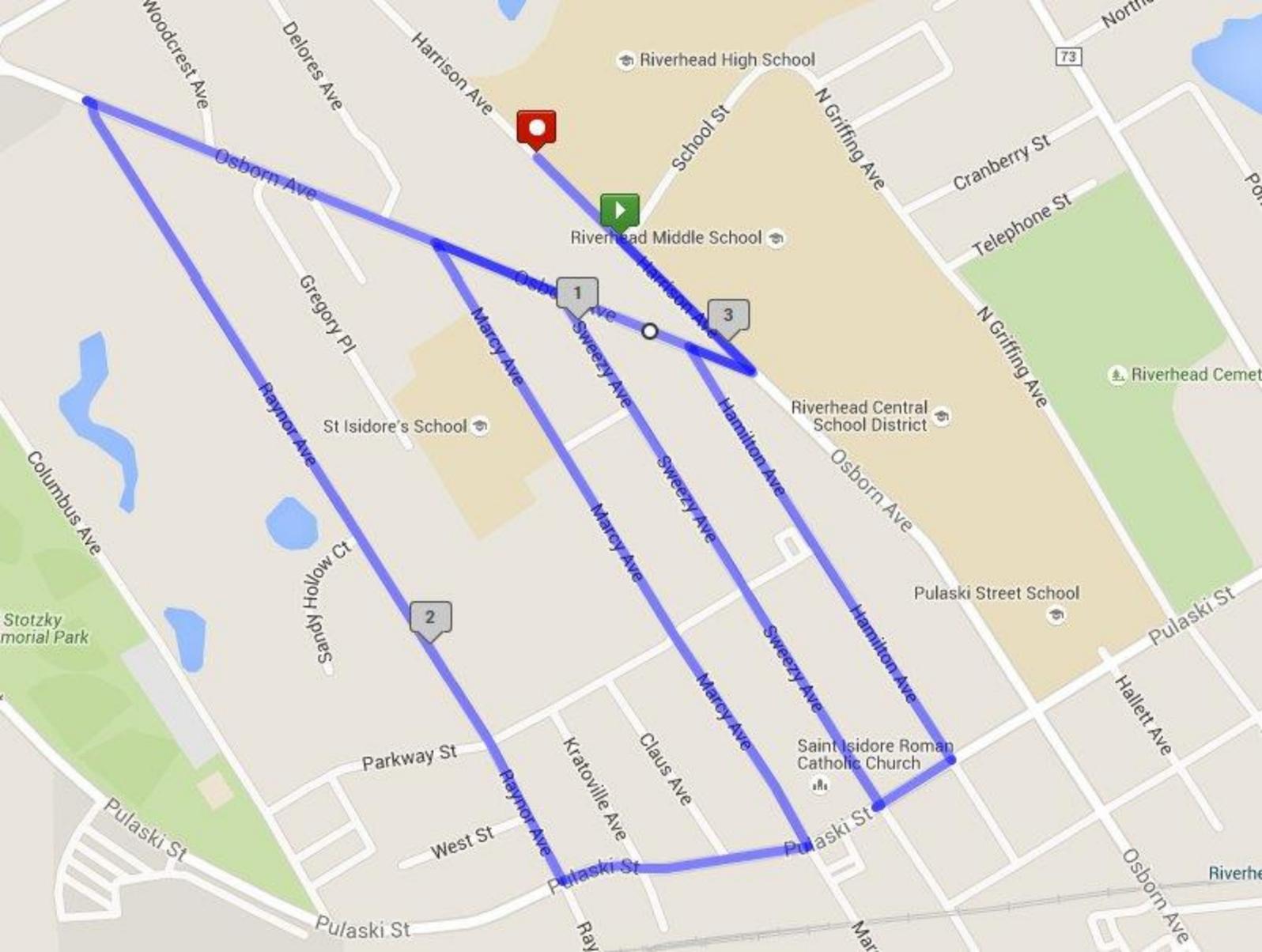
RESOLVED, that all other conditions set forth in Resolution #467 of 2015 shall remain in full force and effect; and be it further

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



Riverhead High School

73



Riverhead Middle School

1

3

St Isidore's School

Riverhead Central School District

Riverhead Cemetery

Pulaski Street School

2

Saint Isidore Roman Catholic Church

Stotzky Memorial Park

Riverhead

TOWN OF RIVERHEAD

Resolution # 737

ACCEPTS THE RESIGNATION OF A PART-TIME BUS DRIVER

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, the Town has received written notification from David Murphy, a Part-Time Bus Driver at the Seniors Center, indicating his intent to resign effective September 24, 2015.

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

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 738

APPOINTS A PROVISIONAL ASSISTANT SENIOR CITIZENS CENTER MANAGER

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, a vacancy exists at the Riverhead Seniors Center for an Assistant Senior Citizens Center Manager; and

WHEREAS, in accordance with the CSEA contract, this position was duly posted (Job Posting #18), and as no current list of Certified Eligibles for the title of Assistant Senior Citizens Center Manager exists, the Suffolk County Department of Civil Service has issued approval to fill the position on a provisional basis until such a time when a Certified List of Eligibles for the title of Assistant Senior Citizens Center Manager is issued; and

WHEREAS, Senior Citizen Aide Karen Westwood meets the qualifications necessary to hold the title of Assistant Senior Citizens Center Manager, and the Department Head is willing that she be appointed to same.

NOW, THEREFORE, BE IT RESOLVED, that effective October 26, 2015 this Town Board hereby makes a provisional appointment of Karen Westwood to the title of Assistant Senior Citizens Center Manager as found in Group 5, Step 5A of the Clerical and Supervisory Salary Schedule; 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 # 739

RATIFIES THE APPOINTMENT OF RECREATION AIDES-YOUTH BUREAU TO THE RECREATION DEPARTMENT

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, Recreation Aides are needed by the Riverhead Town Recreation Department for work for Youth Bureau programs.

NOW THEREFORE BE IT RESOLVED, that effective October 5, 2015 through and including December 31,2015, this Town Board hereby appoints the attached list of 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
10/6/15 TOWN BOARD MEETING**

<u>Last</u>	<u>First</u>	<u>Title</u>	<u>Level</u>	<u>Start</u>	<u>End</u>	<u>Salary</u>
Brown	Penny	(Call in) Youth Bureau Rec. Aide	II	10/5/15	12/31/15	\$10.10
Dillon	Kelly	Youth Bureau Rec. Aide II	II	10/5/15	12/31/15	\$12.60
Harden	Jordan	Youth Bureau Rec. Aide	IX	10/5/15	12/31/15	\$12.50
Rempe	Adam	Youth Bureau Rec. Aide	II	10/5/15	12/31/15	\$10.10
Vanston	Karla	Youth Bureau Rec. Aide	III	10/5/15	12/31/15	\$10.40

TOWN OF RIVERHEAD

Resolution # 740

AWARDS BID FOR COLLECTION AND RECYCLING OF ELECTRONIC WASTE

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Town Board of the Town of Riverhead, by Resolution #652 adopted on September 16, 2015, authorized the issuance of a Request for Proposals for Collection and Recycling of Electronic Waste; and

WHEREAS, pursuant to the terms of the Request for Proposals, each proposal must comply with the instructions in the Notice to Bidders and required that all proposals be submitted on or before 11:00 am on October 8, 2015; and

WHEREAS, three (3) responses to the Request for Proposals were received, opened and read aloud on October 8, 2015 at 11:00 am in the Office of the Town Clerk, 200 Howell Avenue, Riverhead, New York; and

WHEREAS, the Town Engineering Department did review and evaluate the proposals; and

WHEREAS, after serious consideration and evaluation, the Town Engineering Department recommends that the bid be awarded to Samr Inc., subject to filing the requisite proof of insurance as set forth in the bid specifications.

NOW THEREFORE BE IT RESOLVED, that the bid for Collection and Recycling of Electronic Waste for the Town of Riverhead be and is hereby awarded to Samr Inc. for the collection and recycling of E-Waste, including providing containers and services related to Town's S.T.O.P. program, in the amount of \$50.00 per cubic yard with quarterly reporting requirements and reimbursement to the Town in the amount of 20 percent for monies realized from recycled commodity; and be it further

RESOVLED, that the Town Board be and does hereby authorize the Supervisor to execute any documents or agreements, to the extent required, with Samr Inc. to effectuate the award of contract for services described above; and be it further

RESOLVED, that the Town Clerk be and is hereby authorized directed to forward a copy of this resolution to Samr Inc., 1950 Rutgers University Blvd., Lakewood, NJ 08701; 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 # 741

**ADOPTS A LOCAL LAW AMENDING CHAPTER 101 ENTITLED
“VEHICLES AND TRAFFIC” OF THE RIVERHEAD TOWN CODE**

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 entitled “Vehicles and Traffic” of the Riverhead Town Code; and

WHEREAS, a public hearing was held on the 6th day of October 2015 at 2:10 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 entitled “Vehicles and Traffic” of the Riverhead Town Code be and is hereby adopted as specified in the attached notice of adoption; and be it further

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

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD
NOTICE OF ADOPTION**

PLEASE TAKE NOTICE that the Town Board of the Town of Riverhead adopted a local law amending Chapter 101 entitled "Vehicles and Traffic", of the Riverhead Town Code at its meeting held on October 20, 2015. **Be it enacted** by the Town Board of the Town of Riverhead as follows:

**Chapter 101
Vehicles and Traffic
Article V. Parking, Standing and Stopping**

§ 101-10.2. No parking certain hours.

Street	Side	Hours	Location
<u>Municipal Parking Lot Located between Union and Maple Avenues</u>	<u>Both</u>	<u>1:00 am to 6:00 am</u>	<u>Municipal Parking Lot Located between Union and Maple Avenues</u>

§ 101.13. Parking time limited.

E. Two hours. The parking of vehicles for a period of longer than two hours is prohibited in the following locations between the hours of 9:00 a.m. and 5:30 p.m., except Sundays and holidays:

Street	Side	Location
<u>Municipal Parking Lot Located between Union Maple Avenues</u>	<u>Both</u>	<u>Municipal Parking Lot Located between Union and Maple Avenues</u>

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

Dated: Riverhead, New York
October 20, 2015

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

TOWN OF RIVERHEAD

Resolution # 742

AUTHORIZES THE SUPERVISOR TO EXECUTE PROFESSIONAL SERVICES AGREEMENT WITH MUNISTAT SERVICES INC. FOR 2015

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, the Town Board of the Town of Riverhead desires to retain the services of Munistat Services Inc. to prepare the Official Statement and advise regarding matters related thereto required by Securities and Exchange Commission pursuant to Rule 15c2-12 for use of notes, bonds, short and long term funding/ obligations and Town's bond rating for 2015; and

WHEREAS, Munistat Services Inc. possess the requisite experience and expertise to perform the services required to prepare and file the Statement of Annual Financial and Operating Information (and audited financial statements) in accordance with Rule 15c2-12, assist with bond issue; provide services for refunding bond issues and other types of bonds such as Recovery Zone Bonds and Build America Bonds, and such other financial matters related to Town's bond rating and issuance of bonds; and

WHEREAS, pursuant to the proposed Professional Services Agreement between the Town and Munistat Services Inc., Munistat Services Inc. will undertake the preparation of the Official Statement and such other matters identified therein for 2015 at the request of the Town Board; and

WHEREAS, Munistat Services Inc. has agreed to the terms and provisions in the Professional Services Agreement.

NOW THEREFORE BE IT RESOLVED, that the Town Board authorizes the Supervisor to execute a Professional Services Agreement with Munistat Services Inc. in substantially the form annexed hereto, and be it further;

RESOLVED, that the fee for the preparation and filing of the Statement of Annual Financial and Operating Information (and audited financial statements) in accordance with Rule 15c2-12 shall not exceed \$4500.00 and such other services related to bond issuance or funding shall be restricted to the fees set forth in the "Payment" provision of the Agreement; and be it further;

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Munistat Services Inc., 12 Roosevelt Avenue, Port Jefferson Station, NY 11776; 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

CONSULTANT/PROFESSIONAL SERVICES AGREEMENT

This Agreement made the _____ of _____, 2015 between the Town of Riverhead, a municipal corporation organized and existing under the laws of New York, with its office located at 200 Howell Avenue, Riverhead, New York 11901 (hereinafter referred to as the "Town") and Munistat Services Inc. existing under the laws of the State of New York with a principal place of business at 12 Roosevelt Avenue, Port Jefferson Station, NY 11776 (hereinafter referred to as "Consultant").

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

1. SCOPE OF SERVICES

During the term of this Agreement, Consultant shall furnish the Services set forth below as an independent contractor and not as an employee of Town. Consultant shall submit a list to the Town of the documents and information necessary to prepare the Official Statement and advise regarding legal matters related thereto required by Securities and Exchange Commission in Rule 15c2-12 for use of notes, bonds, short and long term funding/obligations and Town's bond rating. Consultant shall submit all necessary documents and information to the rating agencies and, if Consultant deems appropriate or warranted to serve the best interests of the Town, Consultant shall schedule an appointment with a credit analyst in order to present our views regarding the Town's rating. As nearly all bond and note issues are issued in book-entry-only form, Consultant shall coordinate with the Town, bond counsel and the Depository Trust Company (DTC) to ensure that the procedure is accomplished smoothly and efficiently. Prior to the bond sale, Consultant shall submit the required information to the CUSIP Service Bureau-note, it shall be bond counsel, together with the underwriter to ensure that the bonds are printed in correct form and on a timely basis. Consultant shall ensure the publication of the Notice of Sale for bond issues within the required time limits. In addition to above, Consultant shall prepare the Debt Statement for bond issues and file it with the State Comptroller's office; attend the bid opening and verify the calculation of the winning bid; coordinate the details of the closing with our client, bond counsel, the underwriter, the bond insurance company (if applicable) and either DTC or the Fiscal Agent; coordinate the preparation of the Final Official Statement with the underwriter, bond counsel and, where applicable, the bond insurance company.; prepare the final Debt Service Schedule (and, where applicable, the apportionments of such overall Debt Service Schedule into the appropriate funds), and distribute copies of such schedules to the issuer, to the fiscal agent (or DTC) and, if applicable, to the bond insurance company. *All other services identified in the "PAYMENT" provision below shall be at the request of the Chief Fiscal Officer and/or majority of the Town Board.

2. TERM OF AGREEMENT

The terms of this agreement are intended to contract for 2015 official statement and advise regarding legal matters related thereto required by Securities and Exchange Commission in Rule 15c2-12 for use of notes, bonds, short and long term funding/obligations and Town's bond rating as more fully set forth in Scope of Services. Consultant shall within 3 weeks,

measured from the date upon which Town provided and Consultant received all necessary documents and information, complete draft, in word processing format, the Official Statement for submission to the Town and to Bond Counsel for review and comment. After Official Statement in final approved form, Consultant shall distribute pdf versions of Official Statements and Notices of Sale to prospective underwriters and other members of the investment community over the internet and post the documents on Consultant's website. In addition to the above and related to secondary market disclosure, Consultant shall prepare the Statement of Annual Financial and Operating Information and file such Statement, together with the Town's audited financial statements if then available, with the Electronic Municipal Market Access System ("EMMA") no later than June 30, 2015, as required by Securities and Exchange Commission Rule 15c2-12 and the Town's contractual obligation as set forth in its Undertaking prepared in connection with the issuance of its bonds. Also, as the Designated Dissemination Agent for the Town, Consultant shall timely file all Material Events Notices in compliance with such Rule.

3. PAYMENT

For these services Town of Riverhead will pay Consultant a fee not to exceed \$19,500 for the first bond issue; \$15,500 for each additional bond issue; \$8,500 for the first note issue and \$7,000 for each additional note issue. The fee for preparation and filing of the Statement of Annual Financial and Operating Information (and audited financial statements, if then available) in accordance with Rule 15c-12 will be \$4,500. The fee for informal, private sales or other short-term obligations such as Budget Notes will be \$4,500. The fee for services for refunding bond issues and other types of bonds such as Recovery Zone Bonds and Build America Bonds, will range from \$20,000 to \$35,000 depending on the complexity of the issue (it should be noted, however, that such fee for refundings is payable from the proceeds of each bond issue, and not from the Town's budget) however it is agreed and understood that such fee for such services shall not exceed \$35,000.00. The Town may also be charged an additional fee for multi-purpose bond issues; such fees shall not exceed \$6,500 per bond. The fee for obligations sold to the NYS Environmental Facilities Corporation as part of the Revolving Loan Fund program, the fees are as follows: for short-term loans, no fee will be charged; for original issue bonds, the fee will be \$9,500; for advance refunding bonds, the fee will be \$15,000. In addition to the above, the Town shall be responsible for payment of expenses for: overnight deliveries and duplicating (*if required and requested by Town), printing and postage for Official Statements and Notices of Sale, printing of bond or notes, publication of the Notice of Sale, production and distribution of Final Official Statements, fiscal agent fees or DTC proceedings, rating agency fees, or fees to bond counsel related to services set forth and identified above, except the fee of \$4500.00 for preparation of draft and final plus filing of the Statement of Annual Financial and Operating Information in accordance with Rule 15c-12 includes all related out-of-pocket expenses for data processing, word processing, printing, duplicating, and overnight deliveries, etc. to Town, bond counsel Securities and Exchange Commission and such other entities required to comply with Rule 15c-12. Consultant shall bill expenses and provide documentation/receipt to support identified expense together with invoice for demand of payment for such expenses. Note, it is estimated that expenses (also described as disbursements) shall not exceed \$8,500 per issue. There will be no fee for the filing of Material Events Notices. Finally, the fee for general consulting services not directly related to the issuance of bonds or other types of borrowings will be billed

at \$150.00 per hour and Consultant shall obtain written approval from the Town's Financial Administrator prior to retaining any such services.

The Town shall require the submission of monthly time records for any hourly fee provision set forth above and identification of the services provided, together with such other standard and necessary forms required for payment by the Town. For task identified above, i.e. Preparation of Official Statement, First bond issue..., Consultant shall submit invoice and voucher identifying task and completion of task in order to satisfy Town accounting requirements. The Town shall not have any liability for any other expenses or costs incurred by Consultant, including third party services retained by Consultant to assist in preparation or completion of the scope of services except as identified in the paragraph above.

4. RIGHTS TO DOCUMENTS OR DATA

All information and data, regardless of form, generated in the performance of, or delivered under this Agreement, as well as any information provided to Consultant by Town, shall be and remain the sole property of Town, except to the extent the information and documentation is required to be released and/or distributed necessary to complete tasks related to Official Statement, compliance with Securities and Exchange Commission in Rule 15c2-12 and facilitate and accomplish such other services identified in this agreement. Consultant shall keep all such information and data in confidence and not disclose or use it for any purpose other than in performing this Agreement, except with Town's prior written approval. In the event that the legal right in any data and information generated in the performance of this Agreement does not vest in Town by law, Consultant hereby agrees and assigns to Town such legal rights in all such data and information. Final payment shall not be due hereunder until after receipt by Town of such complete document and data file, or a certification that there is no such information created by the services performed under this Agreement, and receipt of all information and data which is the property of Town. These obligations shall survive the termination of this Agreement.

5. PUBLICITY

Consultant shall not; without the prior written consent of Town, in any manner advertise or publish the fact that Town has entered into this Agreement with Consultant, except to the extent required to complete tasks identified in this Agreement (i.e. consultation with bond counsel, communications and submissions to Securities and Exchange, publish/advertise/sale bonds, short and long term financing...essentially all tasks identified in this agreement). Except as identified in provision #4 above and the sentence above, Consultant shall not, without the prior written consent of the Town, provide, release or make available for inspection any documents, data, written material of any kind without the prior written consent of at least three members of the Town board or by resolution of the Town Board, except to the extent that Consultant determines it necessary to retain the services of a third party identified in the final sentence set forth in the FEE provision of this agreement, Consultant may release the documents, data, and such other written material provided said third party executes a confidentiality agreement in favor of the Town.

6. ASSIGNMENT AND SUBCONTRACTING

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

7. TERMINATION

This Agreement may be terminated at any time by either party upon 30 days written notice to the other party. In the event of such termination, Town shall have no further obligation to Consultant except to make any payments which may have become due under this Agreement.

8. RECORDS

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

9. CHANGES

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

10. NOTICES

Any notice shall be considered as having been given: (i) to Town of Riverhead if mailed by certified mail, postage prepaid to Town of Riverhead, Attn: Office of Town Attorney, 200 Howell Avenue, Riverhead, NY 11901; or (ii) to Consultant if mailed by certified mail, postage prepaid to Munistat Services Inc., 12 Roosevelt Avenue, Port Jefferson Station, NY 11776.

11. COMPLIANCE WITH LAWS

Consultant shall comply with all applicable federal, state and local laws and ordinances and regulations in the performance of its services under this Agreement. Consultant will notify Town immediately if Consultant's work for Town becomes the subject of a government audit or investigation. Consultant will promptly notify Town if Consultant is indicted, suspended or debarred. Consultant represents that Consultant has not been convicted of fraud of any other felony arising out of a contract with any local, state or federal agency. In carrying out the work

required hereunder, Consultant agrees not to make any communication to or appearance before any person in the executive or legislative branches of the local, state or federal government for the purpose of influencing or attempting to influence any such persons in connection with the award, extension, continuation, renewal, amendment or modification of any contract or agreement. Consultant may perform professional or technical services that are rendered directly in the preparation, submission or negotiation activities preceding award of a Town agreement/contract or to meet requirements imposed by law as a condition for receiving the award but only to the extent specifically detailed in the statement of work. Professional and technical services are limited to advice and analysis directly applying Consultant's professional and technical discipline.

12. INSURANCE, INDEMNITY AND LIABILITY

Consultant shall carry Comprehensive General Liability Insurance and, if applicable, worker's compensation insurance. Consultant hereby indemnifies and holds the Town, its departments, officers, agents and employees, harmless against any and all claims, actions or demands against Town, its departments, officers, agents and employees and against any and all damages, liabilities or expenses, including counsel fees, arising out of the acts or omissions of Consultant under this Agreement, however, it is agreed and understood that the Town releases and holds harmless Consultant and its personnel from any claims, liabilities costs, and expenses from misrepresentations or incorrect information supplied by the Town related to the services identified herein.

13. CONFLICT OF INTEREST

Consultant hereby represents and covenants that neither it nor any of its employees or representatives has or shall have, directly or indirectly, any agreement or arrangement with any official, employee or representative of the Town of Riverhead which any such official, employee, representative shall receive either directly or indirectly anything of value whether monetary or otherwise as the result of or in connection with any actual or contemplated application before any department of the Town, contract with the Town for sale of any product or service. Consultant further represents and covenants that neither it nor any of its employees or representatives has offered or shall offer any gratuity to the Town, its officers, employees, agents or representatives with a view toward obtaining this Agreement or securing favorable treatment with respect thereto. Consultant further represents that it will not engage in any activity which presents a conflict of interest in light of its relationship with Town.

14. DISCLOSURE

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

15. DISPUTES

If Consultant fails to perform any of its obligations hereunder in accordance with the terms hereof, then after reasonable notice to Consultant not to exceed thirty (30) days, and an opportunity for Consultant to cure such failure (except in case of emergency), the Town may (but shall not be obligated to) cure such failure at the expense of the Consultant, and the amount incurred by the Town on demand. Notwithstanding the above, any dispute arising

under this Agreement which is not settled by Agreement of the parties may be settled by appropriate legal proceedings. The Town and Consultant agree that prior to resorting to litigation, the matter be submitted to mediation upon the written request of either party and the results of such mediation shall only be binding upon agreement of each party to be bound thereby. The costs of mediation proceedings shall be shared equally by both parties. Pending any decision, appeal or judgment in such proceedings or the settlement of any dispute arising under this Agreement, Consultant shall proceed diligently with the performance of this Agreement in accordance with the decision of Town.

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

TOWN OF RIVERHEAD

Munistat Services, Inc.

By: Sean M. Walter, Supervisor

By:

TOWN OF RIVERHEAD

Resolution # 743

AUTHORIZES THE RELEASE OF HEADRIVER LLC PERFORMANCE SECURITY FOR WAL-MART PROJECT

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, on or about August 15, 2012, Headriver LLC, posted a cash security, by TD Bank Check #51416913-3, in the amount of Twenty Five Thousand and 00/100 Dollars (\$25,000.00) representing site plan improvements in connection with real property located on the north side of Old Country Road (CR 58), Riverhead, New York 11901 known and designated as Suffolk County Tax Map Number 0600-119-1-1.2, pursuant to the Riverhead Town Code; and

WHEREAS, the Building Department accepted and approved the Wal-Mart building permit, resulting in the issuance of Building Permits for the Wal-Mart retail store in connection with the Town Board Resolution 557, adopted on June 5, 2007 and subsequent resolutions; and

WHEREAS, the Wal-Mart retail store has been constructed and associated site plan improvements have been made and the Building Department and Planning Department have determined same to be in substantial conformity with the Town Board Resolution 557, adopted on June 5, 2007 and subsequent resolutions; and

WHEREAS, the Wal-Mart retail store has received a permanent Certificate of Occupancy.

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby authorizes the release of the aforementioned cash security in the sum of Twenty Five Thousand and 00/100 Dollars (\$25,000.00) to S.L. Gateway I, LLC & UB Riverhead I, LLC as successors in interest to Headriver LLC; and be it further

RESOLVED, the Town Clerk is hereby authorized to forward a copy of this resolution to Kimberly A. Judd, Attorney at Law, P.C. 737 Roanoke Avenue, Riverhead, New York as agent for S.L. Gateway I, LLC & UB Riverhead I, LLC 11901; and be it further

RESOLVED, that all Town Hall Department may review and obtain a copy of this resolution from 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 # 744

**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**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

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 \$16.55 per unit of service for 2015/2016; 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 the H. Lee Dennison Building, 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 an 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, 2015 through March 31, 2016; with an option, to be exercised at the County’s discretion, to September 30, 2016 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 \$16.55 per unit of service as set forth in Articles V and VI, attached.

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

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

Town of Riverhead

County of Suffolk

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

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

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

**Approved:
Department**

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

Name _____ Date _____

Recommended:

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

By: _____
Amy Nathan
Education Coordinator
Date _____

By: _____
Niranjan Sagapuram
Assistant County Attorney
Date _____



0035101

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

Whereas, the funding for the Contractor has been identified in the 2015 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 Program 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 IA attached).
- b. Contractor acknowledges that comprehensive assessment, by a Suffolk County Office for the Aging caseworker, is prerequisite to provision of non-medical in-home personal care. The eligibility, prioritization, care plan, financial status, cost share and discharge are determined by the case manager in accordance with EISEP Standards. The Contractor shall provide service as authorized in the care plan.
- c. One (1) 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 IA attached).

Line Item/Omnibus Grant –EISEP/CSE Housekeeper/Chore & Ancillary

- 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

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. 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 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 9 NYCRR 6654.17 (k) now in effect or as amended hereafter with regard to its personnel.
- j. The provisions of this paragraph 6 are in addition to the provisions of Article V, paragraph 10, subparagraph n.

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.
- 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 (l)). Accessibility requirements include provision of services and assistive devices (including assistive technology services and devices) designed to meet the unique needs of older individuals who are disabled, and of older individuals who provide uncompensated care to their adult children with disabilities. Providers must ensure that communications with individuals with disabilities are as effective as communications with others (ADA, 28 CFR 35.160-35.164). For example, auxiliary aids and services may include:
 - For individuals who are deaf or hard of hearing: qualified interpreters, 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.

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

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 (10th) 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.

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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 20 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 completely voluntary 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 completely voluntary and anonymous. Service will not be denied because of inability or unwillingness to contribute. Any contribution you wish to make will be used to expand the program and will be greatly appreciated.

- b. 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 a survey at least once annually.

- c. The Contractor will send a survey to non-cost-sharing clients at least once annually.
- d. The Contractor must encourage individuals with self-declared incomes at or above one hundred eighty five percent (185%) of the federal poverty guideline to contribute at levels based on the actual cost of services.

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 IB - Grievance Procedures.

End of Article I

Article IA

New York State Office for the Aging Regulations (“Regulations”) governing the Expanded in-Home Services for the Elderly Program and Case Management 9 NYCRR Part 6654.17 and Part 6654.19

Article IB

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 IB

Article II
Definitions

1. Meanings of Terms

As used herein:

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

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

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

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

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

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

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

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

“Department” means the signatory department approving the Contract.

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

“Event of Default” means

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

process; or

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

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

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

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

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

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

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

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

“State” means the State of New York.

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

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

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

2. Elements of Interpretation

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

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

End of Text for Article II

**Article III
General Terms and Conditions**

I. Contractor Responsibilities

a. Duties and Obligations

i.) It shall be the duty of the Contractor to discharge, or cause to be discharged, all of its responsibilities, and to administer funds received in the interest of the County in accordance with the provisions of the Contract.

ii.) The Contractor shall promptly take all action as may be necessary to render the Services.

iii.) The Contractor shall not take any action that is inconsistent with the provisions of the Contract.

iv.) Services provided under this Contract shall be open to all residents of the County.

b. Qualifications, Licenses, and Professional Standards

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

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

c. Notifications

i.) The Contractor shall immediately notify the County, in writing, of any disciplinary proceedings, commenced or pending, with any authority relating to a license held by any person necessary to qualify him, her, or the Contractor to perform the Services.

ii.) In the event that a person is no longer licensed to perform the Services, the Contractor must immediately notify the County, but in no event shall such notification be later than five (5) days after a license holder has lost the license required to qualify the license holder or the Contractor to perform the Services.

iii.) In the event that the Contractor is not able to perform the Services due to a loss of

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

d. Documentation of Professional Standards

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

e. Credentialing

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

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

f. Engineering Certificate

In the event that the Contract requires any Engineering Services, the Contractor shall submit to the County, no later than the due date for submission for approval of any engineering work product, the Certificate of Authorization ("Certificate"), issued pursuant to § 7210 of the New York Education Law, of every person performing any Engineering Services. The

failure to file, submit, or maintain the Certificate shall be grounds for rejection of any engineering work product submitted for approval.

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 27 of this Article III.

d. Duties upon Termination

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

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

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

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

v.) Nothing contained in this paragraph shall be construed as a limitation on the County's

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

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non-owned or owned vehicles are used by the Contractor in the performance of the Contract) in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) per person, per accident, for bodily injury and not less than One Hundred Thousand Dollars (\$100,000.00) for property damage per occurrence. The County shall be named an additional insured.

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

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

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

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

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

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

f. All evidence of insurance shall provide for the County to be notified in writing thirty (30) days prior to any cancellation, nonrenewal, or material change in the

policy to which such evidence relates. It shall be the duty of the Contractor to notify the County immediately of any cancellation, nonrenewal, or material change in any insurance policy.

g. In the event the Contractor shall fail to provide evidence of insurance, the County may provide the insurance required in such manner as the County deems appropriate and deduct the cost thereof from a Fund Source.

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

5. Independent Contractor

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

6. Severability

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

7. Merger; No Oral Changes

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

8. Set-Off Rights

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

9. Non-Discrimination in Services

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

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

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

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

10. Nonsectarian/Nonpartisan Declaration

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

11. Governing Law

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

12. No Waiver

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

13. Conflicts of Interest

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

14. Cooperation on Claims

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

15. Confidentiality

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

16. Assignment and Subcontracting

a. The Contractor shall not delegate its duties under the Contract, or assign, transfer, convey, subcontract, sublet, or otherwise dispose of the Contract, or any of its right, title or interest therein, or its power to execute the

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Contract, or assign all or any portion of the monies that may be due or become due hereunder, (collectively referred to in this paragraph 16 as "Assignment"), to any other person, entity or thing without the prior written consent of the County, and any attempt to do any of the foregoing without such consent shall be void ab initio.

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

17. Changes to Contractor

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

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

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

c. The Contractor shall notify the County in writing, which notice (the "Transfer Notice") shall include:

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

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

e. Notwithstanding the County's consent,

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

18. No Intended Third Party Beneficiaries

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

19. Certification as to Relationships

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

20. Publications

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

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

21. Copyrights and Patents

a. Copyrights

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

The County shall be deemed to be the author of all the Work Product. The Contractor acknowledges that all Work Product shall constitute “work made for hire” under the

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

b. Patents

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

22. Arrears to County

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

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

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

24. Certification Regarding Lobbying

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

25. Record Retention

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

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

a. If payment under this Contract may exceed \$50,000, it is subject to the requirements of Suffolk County Local Law No. 41-2013, a Local Law to Implement Performance Measurement to Increase Accountability and Enhance Service Delivery by Contract Agencies (Article VIII of Chapter 189 of the Suffolk County Code) as set forth in Exhibit 2 entitled "Suffolk County Legislative Requirements."

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

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

27. Notice

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

End of Text for Article III

Article IV

Suffolk County Legislative Requirements

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

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

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

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

Required Form:

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

2. Living Wage Law

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

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

Required Forms:

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

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

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

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

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

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

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

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

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

Required Form:

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

4. Lawful Hiring of Employees Law

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

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

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

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

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

Under the provisions of the Lawful Hiring of Employees Law, the County shall have the authority to terminate the

Contract for violations of this Law and to seek other remedies available under the law.

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

Required Forms:

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

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

5. Gratuities

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

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

6. Prohibition Against Contracting with Corporations that Reincorporate Overseas

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

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

7. Child Sexual Abuse Reporting Policy

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Article

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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. Safeguarding Personal Information of Minors

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

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

13. Contract Agency Performance Measures and Reporting Requirements

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

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

14. Suffolk County Local Laws Website Address

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

End of Text for Article IV

Article V
General Fiscal Terms and Conditions

1. General Payment Terms

a. Presentation of Suffolk County Payment Voucher

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

b. Voucher Documentation

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

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

c. Payment by County

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

d. Budget Modification

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

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

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

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

e. Budget and/or Services Revisions

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

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

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

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

f. Taxes

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

g. Final Voucher

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

2. Subject to Appropriation of Funds

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

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

i.) determine how to pay for the Services;

ii.) determine future payments to the Contractor; and

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

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

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

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

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

ii.) personnel rules and procedures;

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

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

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

4. Accounting Procedures

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

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

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

5. Audit of Financial Statements

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

6. Financial Statements and Audit Requirements

- a. Notwithstanding any other reporting or certification requirements of Federal, State, or local authorities, the Contractor shall obtain the services of an independent licensed public accountant or certified public accountant (the "Auditor") to audit its financial statements for each Contractor's "fiscal year" in which the Contractor has received, or will receive, three hundred thousand (\$300,000.00) dollars or more from the County, whether under the Contract or other agreements with the County, and shall submit a report to the County on the overall financial condition and operations of the Contractor, including a balance sheet and statement of income and expenses, attested by the Auditor as fairly and accurately reflecting the accounting records of the Contractor in accordance with generally accepted accounting principles. The Contractor may solicit requests for proposals from a number of qualified accounting firms and review carefully the costs of, and qualifications for, this type of work before selecting the Auditor.
- b. The Auditor should be required to meet the following minimum requirements:
 - i.) a current license issued by the New York State Education Department;
 - ii.) sufficient auditing experience in the not-for-profit, governmental or profit-making areas, as applicable; and
 - iii.) a satisfactory peer review issued within not more than three (3) years prior to the date when the Auditor was selected to conduct the audit.
- c. The audit must be conducted in accordance with generally accepted governmental auditing standards. Financial statements must clearly differentiate between County-funded programs and other programs that the Contractor may be operating. The use of subsidiary schedules should be encouraged for this purpose. The Auditor must also prepare a Management Letter based on the audit.
- d. In the event the Contractor is a not-for-profit organization or unit of local government and expends five hundred thousand (\$500,000.00) dollars or more of Federal 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. If the Contract is amended during the Term, or if the County exercises its option right, the Contractor shall submit a then current Statement of Other Contracts.

10. Miscellaneous Fiscal Terms and Conditions

a. Limit of County's Obligations

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

b. Duplicate Payment from Other Sources

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

c. Funding Identification

The Contractor shall promptly submit to the

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

d. Outside Funding for Non-County Funded Activities

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

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

e. Potential Revenue

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

f. Payments Contingent upon State/Federal Funding

Payments under the Contract may be subject to and contingent upon continued funding by State and/or Federal agencies. In the event payments are subject to such funding no payment shall be

made until the Contractor submits documentation in the manner and form as shall be required by State and/or Federal agency. If late submission of claims precludes the County from claiming State or Federal reimbursement, such late claims by the Contractor shall not be paid by the County subject to subparagraph g, below, if, for any reason, the full amount of such funding is not made available to the County, the Contract may be terminated in whole or in part, or the amount payable to the Contractor may be reduced at the discretion of the County, provided that any such termination or reduction shall not apply to allowable costs incurred by the Contractor prior to such termination or reduction, and provided that money has been appropriated for payment of such costs.

g. Denial of Aid

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

h. Budget

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

i. Payment of Claims

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

j. Payments Limited to Actual Net Expenditures

The Contractor agrees that if, for any reason

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

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

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

l. Salaries

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

m. Salary Increases

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

n. Contractor Vacancies

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

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

o. No Limitation On Rights

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

p. Comptroller's Rules and Regulations

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

End of Text for Article V

Article VI

Rate Page

EISEP/CSE Housekeeper Chore & Ancillary

Town of Riverhead

April 1, 2015– March 31, 2016

FEES FOR SERVICE

**Non-Medical in-home personal care at the rate of \$16.55 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.

TOWN OF RIVERHEAD

Resolution # 745

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

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

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

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

NOW THEREFORE BE IT RESOLVED, that the Town Board, acting as governing body of the Riverhead Water District, hereby authorizes the Town Clerk to publish and post the attached Notice to Bidders for Water Service Materials in the **October 29, 2015**, issue of ***The News-Review***, and be it further

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD
NOTICE TO BIDDERS**

Sealed bids for the purchase of **WATER SERVICE MATERIALS** (parts and equipment, including but not limited to, outlet thread taps, meter pit covers, yoke key valves, wedge gate valves, hydrant tee(s), hydrant extension kits, nuts and eye bolts, to maintain equipment and facilities) for use by the RIVERHEAD WATER DISTRICT will be received by the Town Clerk of the Town of Riverhead at Town Hall, 200 Howell Avenue, Riverhead, New York, 11901, until **11:00 a.m. on November 18, 2015**.

Bid Specifications and/or Plans may be obtained by visiting the Town of Riverhead website at www.townofriverheadny.gov on or after **October 29, 2015**. Click on "Bid Requests" and follow the instructions to register.

All bids are to be submitted in a sealed envelope bearing the designation **BIDS FOR WATER SERVICE MATERIALS – BID #2015-36-RWD**. All bids must be submitted on the bid form provided. Any and all exceptions to the Specifications must be listed on a separate sheet of paper, bearing the designation "**EXCEPTIONS TO THE SPECIFICATIONS**" and be attached to the bid form.

NOTE: Bid responses must be delivered to the Office of the Town Clerk at 200 Howell Avenue, Riverhead, New York, 11901, on or before November 18, 2015. The Town may decline to accept, deem untimely and/or reject any bid response/proposal that is not delivered to the Office of the Town Clerk.

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

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD

Diane M. Wilhelm, Town Clerk

TOWN OF RIVERHEAD

Resolution # 746

2016 RENEWAL OF BID AWARD FOR MAINTENANCE AND EMERGENCY SERVICES CONTRACT C – CONTROLS FOR RIVERHEAD WATER DISTRICT

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, the Town Clerk was authorized to publish and post a Notice to Bidders for Maintenance and Emergency Services, Contract C – Controls, for the Riverhead Water District; and

WHEREAS, all bids received were opened and read aloud on the date and time advertised in the notice; and

WHEREAS, H2M, consulting engineers to the Riverhead Water District, by attached letter dated December 23, 2014, did recommend that the bid for Maintenance and Emergency Services, Contract C – Controls, for the Riverhead Water District, be awarded to Lexington Technologies, Inc.; and

WHEREAS, the Town Board, on January 6, 2015, adopted Resolution #150046 awarding the bid to Lexington Technologies, Inc.; and

WHEREAS, the Riverhead Water District and Lexington Technologies, Inc., per the attached extension notice, desire to renew the current contract for the 2016 calendar year.

NOW THEREFORE BE IT RESOLVED, that the bid for Maintenance and Emergency Services, Contract C – Controls, previously awarded by resolution dated January 6, 2015, by Resolution #150046, be extended for the 2016 calendar year at the bid amount of \$21,924.00 as set forth in the attached letter dated December 23, 2014, from H2M, consulting engineers for the Riverhead Water District; and be it further

RESOLVED, that the Town Clerk forward a certified copy of this resolution to Lexington Technologies, Inc., 99 Rome Street, Farmingdale, New York, 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 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



water

538 Broad Hollow Road, 4th Floor East tel 631.756.8000
Melville, NY 11747 fax 631.694.4122

December 23, 2014

Supervisor Sean Walter
Town of Riverhead
200 Howell Avenue
Riverhead, New York 11901

Re: **Riverhead Water District
Maintenance and Emergency Services
Contract C - Controls
H2M Project No.: RDWD 14-05**

Dear Supervisor Walter:

On Tuesday, December 9, 2014, the Riverhead Water District received bids for their annual controls maintenance and emergency services contract. Three contractors submitted bids, with the low bid being submitted by Neal Systems Incorporated (NSI) of Newtown, Pennsylvania. A summary of the bids received is shown below:

Contractor	2015 Bid	2016 Bid	2017 Bid
Neal Systems Incorporated (NSI)	\$19,888	\$20,195	\$20,516
Lexington Technologies	\$21,924	\$21,924	\$21,924
Wire to Water, Inc.	\$22,900	\$23,850	\$24,800

Upon review of the bid package submitted by NSI, we have determined the package to be incomplete. The bid package submitted did not include the required qualifications submittal (QB) or the bidders declaration (P-A). Based on this, we recommend the Town Board declare the bid submitted by NSI as incomplete, disqualify NSI from consideration and award the bid to the next lowest responsible bidder. The next responsible bid was submitted by Lexington Technologies of Farmingdale, New York. The total bid price for 2015 is \$21,924.00, for 2016 is \$21,924.00 and for 2017 is \$21,924.00.

Lexington Technologies has successfully completed similar work for various water utilities over the past few years including the Riverhead Water District. Additionally, the bid prices submitted by them compare to projects similar in size and nature. It is our opinion that Lexington Technologies is qualified and their bid prices are fair and reasonable.

It should be noted that this contract is for system maintenance and emergency services. The total bid amounts were used as means of selecting a low bidder. The actual construction value is unknown at this time and will depend on the number of emergency and maintenance situations that occur during the year. Based on this, we recommend that the Town/District award the contract to Lexington Technologies for the 2015 calendar year in the amount of \$21,924.00. The award for the years 2016 and 2017 shall be made separately prior to the start of the respective year if the extension of the contract is deemed to be in the best interest of the District.

Should you have any questions or comments, please contact this office.

Very truly yours,

H2M architects + engineers

John R. Collins, P.E.

cc: Town Board
Richard Ehlers, Esq.
Supt. Gary Pendzick
Asst. Supt. Mark Conklin
William Rothaar, Financial Administrator

X:\RDWD (Riverhead Water District) - 10810\RDWD1405 - Annual Maintenance Contracts\Correspondence\2014.12.23_Award Recommendation - Contract C.doc



RWD Riverhead Water District

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

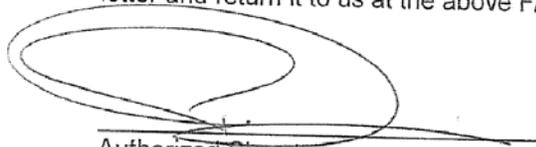
Bid Extension Notice

To: Paul Dalia, Lexington Technologies, Inc.
From: Mark K Conklin, Superintendent, Riverhead Water District
Date: September 29, 2015
Subject: Extension of Annual Maintenance and Emergency Services Contract -
Contract C - Controls

This bid extension notice is to inform you that the above contract with the Riverhead Water District will expire on December 31, 2015.

The Town of Riverhead would like to extend this contract for a period of one (1) year until December 31, 2016, at the contract price for the year 2016 (copy attached). This will be the first extension under the terms of the current contract.

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


Authorized Signature

Paul Dalia
Print Name

Lexington Technologies
Company Name

10/8/15
Date

TOWN OF RIVERHEAD

Resolution # 747

2016 RENEWAL OF BID AWARD FOR MAINTENANCE AND EMERGENCY SERVICES CONTRACT D – DISTRIBUTION FOR RIVERHEAD WATER DISTRICT

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, the Town Clerk was authorized to publish and post a Notice to Bidders for Maintenance and Emergency Services, Contract D – Distribution, for the Riverhead Water District; and

WHEREAS, all bids received were opened and read aloud on the date and time advertised in the notice; and

WHEREAS, H2M, consulting engineers to the Riverhead Water District, by attached letter dated February 16, 2015, did recommend that the bid for Maintenance and Emergency Services, Contract D – Distribution, for the Riverhead Water District, be awarded to Bancker Construction Corp.; and

WHEREAS, the Town Board, on March 3, 2015, adopted Resolution #150149 awarding the bid to Bancker Construction Corp.; and

WHEREAS, the Riverhead Water District and Bancker Construction Corp., per the attached extension notice, desire to renew the current contract for the 2016 calendar year.

NOW THEREFORE BE IT RESOLVED, that the bid for Maintenance and Emergency Services, Contract D – Distribution, previously awarded by resolution dated March 3, 2015, by Resolution #150149, be extended for the 2016 calendar year at the bid amount of \$357,613.30 as set forth in the attached letter dated February 16, 2015, from H2M, consulting engineers for the Riverhead Water District; and be it further

RESOLVED, that the Town Clerk forward a certified copy of this resolution to Bancker Construction Corp., 218 Blydenburgh Road, Islandia, New York, 11722; 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



water

538 Broad Hollow Road, 4th Floor East tel: 631.756.8000
Melville, NY 11747 fax: 631.694.4122

February 16, 2015

Supervisor Sean Walter
Town of Riverhead
200 Howell Avenue
Riverhead, New York 11901

**Re: Riverhead Water District
Maintenance, Installation and Emergency Services – RE-BID
Contract D - Distribution
H2M Project No.: RDWD 14-05**

Dear Supervisor Walter:

On Thursday, February 12, 2015, the Riverhead Water District received bids for their annual distribution maintenance, installation and emergency services contract. Three contractors submitted bids, with the low bid being submitted by Bancker Construction Corp. of Islandia, New York. A summary of the bids received is shown below:

Contractor	2015 Bid	2016 Bid	2017 Bid
Bancker Construction Corp.	\$347,265.00	\$357,613.30	\$368,235.15
Elmore Associates, Inc.	\$378,121.25	\$387,243.00	4397,025.75
Roadwork Construction Corp.	\$385,479.01	\$402,835.76	\$420,461.90

Bancker Construction Corp. has successfully completed similar work for various water utilities over the past few years including the Riverhead Water District. Additionally, the bid prices submitted by them compare to projects similar in size and nature. It is our opinion that Bancker Construction Corp. is qualified and their bid prices are fair and reasonable.

It should be noted that this contract is for system maintenance and emergency services. The total bid amounts were used as means of selecting a low bidder. The actual construction value is unknown at this time and will depend on the number of emergency and maintenance situations that occur during the year. Based on this, we recommend that the Town/District award the contract to Bancker Construction Corp. for the 2015 calendar year based on the unit prices submitted in their proposal. The award for the years 2016 and 2017 shall be made separately prior to the start of the respective year if the extension of the contract is deemed to be in the best interest of the District.

Should you have any questions or comments, please contact this office.

Very truly yours,

H2M architects + engineers

John Collins

John R. Collins, P.E.

cc: Town Board
Richard Ehlers, Esq.
Supt. Mark Conklin
Town Clerk

X:\RDWD (Riverhead Water District) - 10810\RDWD1405 - Annual Maintenance Contracts\Correspondence\2015.02.16_Award Recommendation - Contract D ReBid.doc



RWD Riverhead Water District

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

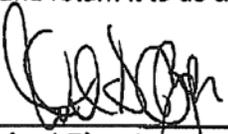
Bid Extension Notice

To: Michael Beyer, Bancker Construction Corp.
From: Mark K Conklin, Superintendent, Riverhead Water District
Date: September 29, 2015
Subject: Extension of Annual Maintenance and Emergency Services Contract -
Contract D - Distribution

This bid extension notice is to inform you that the above contract with the Riverhead Water District will expire on December 31, 2015.

The Town of Riverhead would like to extend this contract for a period of one (1) year until December 31, 2016, at the contract price for the year 2016 (copy attached). This will be the first extension under the terms of the current contract.

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



Authorized Signature

BANCKER CONSTRUCTION CORP

Company Name

MICHAEL S. BEYER PRESIDENT

Print Name

9/29/15

Date

TOWN OF RIVERHEAD

Resolution # 748

2016 RENEWAL OF BID AWARD FOR CONTROL VALVE MAINTENANCE AND REPAIR SERVICES FOR RIVERHEAD WATER DISTRICT

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Town Clerk was authorized to publish and post a Notice to Bidders for Control Valve Maintenance and Repair Services for the Riverhead Water District; and

WHEREAS, all bids received were opened and read aloud on the date and time advertised in the notice; and

WHEREAS, H2M, consulting engineers to the Riverhead Water District, by attached letter dated September 16, 2014, did recommend that the bid for Control Valve Maintenance and Repair Services for the Riverhead Water District, be awarded to Harper Haines Fluid Control, Inc.; and

WHEREAS, the Town Board, on October 7, 2014, adopted Resolution #140698 awarding the bid to Harper Haines Fluid Control, Inc. for the remainder of 2014 and the entire 2015 calendar year; and

WHEREAS, the Riverhead Water District and Harper Haines Fluid Control, Inc., per the attached extension notice, desire to renew the current contract for the 2016 calendar year.

NOW THEREFORE BE IT RESOLVED, that the bid for Control Valve Maintenance and Repair Services, previously awarded by resolution dated October 7, 2014, by Resolution #140698, be extended for the 2016 calendar year at the bid amount of \$53,743.42 as set forth in the attached letter dated September 16, 2014, from H2M, consulting engineers for the Riverhead Water District; and be it further

RESOLVED, that the Town Clerk forward a certified copy of this resolution to Harper Haines Fluid Control, Inc., 125 Old Gate Lane, Milford, Connecticut, 06460; 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



architects + engineers

538 Broad Hollow Road, 4th Floor East tel 631.756.8000
Melville, NY 11747 fax 631.694.4122

September 16, 2014

Supervisor Sean Walter
Town of Riverhead
200 Howell Avenue
Riverhead, New York 11901

Re: Riverhead Water District
Control Valve Maintenance and Repair Services
~~Contract # Control~~
H2M Project No.: RDWD 14-50

Dear Supervisor Walter:

On Thursday August 28, 2014, the Riverhead Water District opened bids for control valve maintenance and repair services for the above referenced project. One (1) contractor submitted bids, with the low bid being submitted by Harper Haines Fluid Control, Inc. of Millford, Connecticut. The total bid price for 2015 is \$47,782.23, for 2016 is \$53,743.42 and for 2017 is \$59,513.80. A copy of the *bid tabulation* is enclosed for your records.

Harper Haines Fluid Control, Inc. has successfully completed similar work for various water utilities over the past few years. Harper Haines Fluid Control, Inc. has successfully performed similar work for the District in the past. Additionally, the bid prices submitted by them compare to projects similar in size and nature. It is our opinion that Harper Haines Fluid Control, Inc. is qualified and their bid prices are fair and reasonable. It should be noted that this contract is for system maintenance and emergency services.

The total bid amounts were used as means of selecting a low bidder. The actual construction value is unknown at this time and will depend on the number of maintenance and repair situations that occur during the year. Based on this, we recommend that the Town/District award the contract to Harper Haines Fluid Control, Inc. for the remainder of the 2014 and 2015 calendar year. The award for the years 2016 and 2017 shall be made separately prior to the start of the respective year at the discretion of the Town/District.

Should you have any questions or comments, please contact this office.

Very truly yours,

H2M architects + engineers

John R. Collins, P.E.

Enclosures:

cc: Councilman George Gabrielsen
Richard Ehlers, Esq.
Asst. Supt. Mark Conklin
William Rothaar, Financial Administrator



RWD Riverhead Water District

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

Bid Extension Notice

To: Frederick Haines, Harper Haines Fluid Control, Inc.
From: Mark K Conklin, Superintendent, Riverhead Water District
Date: September 29, 2015
Subject: Extension of Control Valve Maintenance and Repair Services Contract

This bid extension notice is to inform you that the above contract with the Riverhead Water District will expire on December 31, 2015.

The Town of Riverhead would like to extend this contract for a period of one (1) year until December 31, 2016, at the contract price for the year 2016 (copy attached). This will be the first extension under the terms of the current contract.

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



Authorized Signature

FREDERICK B. HAINES
Print Name

HARPER HAINES FLUID CONTROL
Company Name

9 OCT 2015
Date

TOWN OF RIVERHEAD

Resolution # 749

2016 RENEWAL OF BID AWARD FOR MAINTENANCE AND EMERGENCY SERVICES CONTRACT E – ELECTRICAL FOR RIVERHEAD WATER DISTRICT

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, the Town Clerk was authorized to publish and post a Notice to Bidders for Maintenance and Emergency Services, Contract E – Electrical, for the Riverhead Water District; and

WHEREAS, all bids received were opened and read aloud on the date and time advertised in the notice; and

WHEREAS, H2M, consulting engineers to the Riverhead Water District, by attached letter dated December 23, 2014, did recommend that the bid for Maintenance and Emergency Services, Contract E – Electrical, for the Riverhead Water District, be awarded to Hinck Electrical Contractor, Inc.; and

WHEREAS, the Town Board, on January 6, 2015, adopted Resolution #150047 awarding the bid to Hinck Electrical Contractor, Inc.; and

WHEREAS, the Riverhead Water District and Hinck Electrical Contractor, Inc., per the attached extension notice, desire to renew the current contract for the 2016 calendar year.

NOW THEREFORE BE IT RESOLVED, that the bid for Maintenance and Emergency Services, Contract E – Electrical, previously awarded by resolution dated January 6, 2015, by Resolution #150047, be extended for the 2016 calendar year at the bid amount of \$36,530.00 as set forth in the attached letter dated December 23, 2014, from H2M, consulting engineers for the Riverhead Water District; and be it further

RESOLVED, that the Town Clerk forward a certified copy of this resolution to Hinck Electrical Contractor, Inc., 75 Orville Road Suite 1, 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 certified copy of same may be obtained from the Office of the Town Clerk.

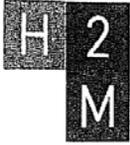
THE VOTE

Giglio Yes No Gabrielsen Yes No

Wooten Yes No Dunleavy Yes No

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted



water

538 Broad Hollow Road, 4th Floor East tel 631.756.8000
Melville, NY 11747 fax 631.694.4122

December 23, 2014

Supervisor Sean Walter
Town of Riverhead
200 Howell Avenue
Riverhead, New York 11901

Re: **Riverhead Water District
Maintenance and Emergency Services
Contract E - Electrical
H2M Project No.: RDWD 14-05**

Dear Supervisor Walter:

On Tuesday, December 9, 2014, the Riverhead Water District received bids for their annual electrical maintenance and emergency services contract. Six contractors submitted bids, with the low bid being submitted by Hinck Electrical Contractor, Inc. of Bohemia, New York. The total bid price for 2015 is \$36,510.00, for 2016 is \$36,530.00 and for 2017 is \$36,550.00. A summary of the bids received is shown below:

Contractor	2015 Bid	2016 Bid	2017 Bid
Hinck Electrical Contractors	\$36,510	\$36,530	\$36,550
Wire to Water, Inc.	\$40,900	\$42,810	\$44,720
All Service Electric	\$44,061	\$44,726	\$45,403
Palace Electric	\$53,489	\$54,434	\$55,379
NY Trenchless Inc. ^^	\$62,310	\$64,690	\$68,430
Baltray Enterprises	\$62,676	\$65,678	\$68,862

^^ - NY Trenchless Inc. was the apparent low bidder at the time of bid opening. However, upon evaluation of their submitted bid, an error in calculation was reported within the Bid Comparison section. The values above represent the corrected figures.

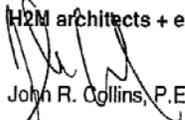
Hinck Electrical Contractor has successfully completed similar work for various water utilities over the past few years including the Riverhead Water District. Additionally, the bid prices submitted by them compare to projects similar in size and nature. It is our opinion that Hinck Electrical Contractor is qualified and their bid prices are fair and reasonable.

It should be noted that this contract is for system maintenance and emergency services. The total bid amounts were used as means of selecting a low bidder. The actual construction value is unknown at this time and will depend on the number of emergency and maintenance situations that occur during the year. Based on this, we recommend that the Town/District award the contract to Hinck Electrical Contractor for the 2015 calendar year in the amount of \$36,510. The award for the years 2016 and 2017 shall be made separately prior to the start of the respective year if the extension of the contract is deemed to be in the best interest of the District.

Should you have any questions or comments, please contact this office.

Very truly yours,

H2M architects + engineers


John R. Collins, P.E.

cc: Town Board
Richard Ehlers, Esq.
Supt. Gary Pendzick
Asst. Supt. Mark Conklin
William Rothaar, Financial Administrator



RWD Riverhead Water District

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

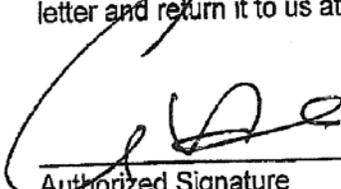
Bid Extension Notice

To: Craig Hinck, Hinck Electrical Contractor, Inc.
From: Mark K Conklin, Superintendent, Riverhead Water District
Date: September 29, 2015
Subject: Extension of Annual Maintenance and Emergency Services Contract -
Contract E - Electrical

This bid extension notice is to inform you that the above contract with the Riverhead Water District will expire on December 31, 2015.

The Town of Riverhead would like to extend this contract for a period of one (1) year until December 31, 2016, at the contract price for the year 2016 (copy attached). This will be the first extension under the terms of the current contract.

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



Authorized Signature

Craig Hinck

Print Name

Hinck Electrical Contractor

Company Name Inc.

September 29, 2015

Date

TOWN OF RIVERHEAD

Resolution # 750

**AWARDS BID FOR THE SALE OF OBSOLETE/SURPLUS HIGHWAY DEPARTMENT
VEHICLES/EQUIPMENT**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, the Town Clerk was authorized to publish and post a public notice for sealed bids for the sale of Obsolete/Surplus Highway Department Equipment/Vehicles(s); and

WHEREAS, five (5) different vendors submitted bids on one or more of the items of equipment/vehicle(s) all of which were received, opened and read aloud on the 15th day of October, 2015 at 11:00 a.m. at Town Hall, 200 Howell Avenue, Riverhead, New York, the date, time and place given in the Notice to Bidders and a sixth (6th) bid which was received at Town Hall before the scheduled bid opening but delivered to the Town Clerk after the scheduled 11:00 a.m. deadline was opened at 1:00 p.m.; and

WHEREAS, there was no bid received for Item #11, the International Tractor Truck; and

NOW THEREFORE BE IT RESOLVED, that the bid for the sale of Obsolete/Surplus Highway Department Equipment/Vehicle(s) in an "AS IS" condition be and is hereby awarded as follows:

1. INTERNATIONAL 10 WHEEL DUMP - \$1212.12 – Michael Majsce, Inc.
2. MACK 10 WHEEL SANDER - \$1350.11 - Michael Majsce, Inc.
3. INTERNATIONAL 6 WHEEL DUMP (1) - \$606.06 - Michael Majsce, Inc.
4. INTERNATIONAL 6 WHEEL DUMP (2) - \$606.06 - Michael Majsce, Inc.
5. MOBILE SWEEPER - \$1515.15 - Michael Majsce, Inc.
6. ROLLER - \$505.05 - Michael Majsce, Inc.
7. LOW-BOY TRAILER - \$1515.15 - Michael Majsce, Inc.
8. CHIPPER (1) - \$505.00 – A. Voight Towing
9. CHIPPER (2) - \$505.00 – A. Voight Towing
10. TANKER - \$1003 – Michael Majsce, Inc.; and be it further

RESOLVED, that pursuant to the terms of the bid specifications, the successful bidders must remit the balance of the monies due by certified or bank check made

payable to the Town of Riverhead (note, payments must be delivered to the Office of the Town Clerk); and

RESOLVED, after payment of the balance due the successful bidder shall contact the Deputy Highway Superintendent Mark Gajowski at 727-3200 ext. 351 or 389 to arrange removal of the purchased items from the facility within fourteen (14) days of final award. Note, the successful bidder must provide equipment and labor for removal of purchased items and the item must be removed between the hours of 10:00 a.m. and 1:00 p.m. It will be the sole responsibility of the successful bidder to securely load the item and remove it from the premises, using their own labor and removal equipment; and

RESOLVED, that the Town Clerk is hereby directed to forward a certified copy of this resolution to A. Voight Towing located at 155 Middle Island Road, Medford, New York 11763 and Michael Mjysce, Inc. located at 17 Bellows Pond Road, Hampton Bays, New York 11946; Mark Gajowski, Deputy Highway Superintendent and the Office of Accounting; and

RESOLVED, that the Town Clerk be and is hereby directed to return all bid deposits submitted by the unsuccessful bidders for the above; 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 # 751

AUTHORIZES THE SUPERVISOR TO EXECUTE AN AGREEMENT WITH CORPORATE PLANS, INC., d/b/a CPI-HR

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, the Town of Riverhead is considered an applicable large employer under the terms of the Affordable Care Act; and

WHEREAS, beginning in 2015, the Affordable Care Act provides a mandate for information reporting by applicable large employers to the Internal Revenue Service regarding the health insurance coverage they offer to their full-time employees and dependents (pursuant to IRS Section 6055) regarding minimum essential coverage; and

WHEREAS, Corporate Plans, Inc., d/b/a CPI-HR, is ready, willing and able to provide applicable Town of Riverhead employee administration and reporting in compliance with the terms of the Affordable Care Act.

NOW THEREFORE BE IT RESOLVED, that the Supervisor is authorized to execute an agreement with Corporate Plans, Inc., d/b/a CPI-HR, subject to review and approval by the Town Attorney’s office, regarding Affordable Care Act compliance reporting and consultation services in the total amount of \$17,000.00 (Seventeen Thousand Dollars) for a one-year term.

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

CONSULTANT/PROFESSIONAL SERVICES AGREEMENT

This Agreement made the 20th day of October, 2015, between the TOWN OF RIVERHEAD, a municipal corporation organized and existing under the laws of New York, with its office located at 200 Howell Avenue, Riverhead, New York 11901 (hereinafter referred to as the "Town") and Corporate Plans, Inc., d/b/a CPI-HR, a corporation with a principal place of business at 6830 Cochran Road, Solon, Ohio, 44139 (hereinafter referred to as "Consultant").

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

1. SCOPE OF SERVICES

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

Consultant, in addition to the services delineated in attached Schedule "A", shall complete, draft, prepare and timely forward and file with the Internal Revenue Service (IRS) an information return regarding Town's health plan and applicable employees, in compliance with IRS forms 1094-B or 1094-C, as applicable, and IRS forms 1095-B or 1095-C, as applicable, on or before the legal deadline.

2. TERM OF AGREEMENT

The Agreement shall commence on November 1, 2015, and terminate on October 31, 2016.

3. PAYMENT

For these services, Town will pay Consultant in the total amount of \$17,000.00 (Seventeen thousand dollars) as follows: One-time set-up fee: \$1,500.02 (One thousand five hundred dollars, .02 cents) payable within 30 days of receipt of a fully executed contract and submission of the Town of Riverhead vendor application packet and payment voucher. In addition, Town will pay Consultant the remaining balance in nine monthly installments of \$1,722.22 (One thousand seven hundred twenty-two dollars, .22 cents) beginning in January 2016. The Town shall not have any liability for any other expenses or costs incurred by Consultant except solely at Town's option, an additional expense for Consultant to draft, print and timely mail IRS form 1095, to each applicable employee, at an additional cost of \$2.99 (Two dollars, .99 cents) per IRS form 1095, inclusive of first class mailing costs. Consultant shall not incur any other expenses in Town's behalf. Invoices for services and reimbursable expenses shall contain the following statement signed by Consultant, or if this Agreement is with a firm, an officer or authorized representative of the firm: "I hereby certify, to the best of my knowledge and belief, that this invoice is correct, and that all items invoiced are based upon actual costs incurred or services rendered consistent with the terms of the professional services agreement." Each invoice for

reimbursable expenses shall be supported by: (a) an itemized description of expenses claimed; (b) pertinent information relative to the expenses; and (c) attached receipts. Invoices shall reference this Agreement or otherwise be identified in such a manner as Town may reasonably require.

4. RIGHTS TO DOCUMENTS OR DATA

All information and data, regardless of form, generated in the performance of, or delivered under this Agreement, as well as any information provided to Consultant by Town, shall be and remain the sole property of Town. Consultant shall keep all such information and data in confidence and not disclose or use it for any purpose other than in performing this Agreement, except with Town's prior written approval. In the event that the legal right in any data and information generated in the performance of this Agreement does not vest in Town by law, Consultant hereby agrees and assigns to Town such legal rights in all such data and information. Final payment shall not be due hereunder until after receipt by Town of such complete document and data file, or a certification that there is no such information created by the services performed under this Agreement, and receipt of all information and data which is the property of Town. These obligations shall survive the termination of this Agreement.

5. PUBLICITY

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

6. ASSIGNMENT AND SUBCONTRACTING

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

7. TERMINATION

This Agreement may be terminated at any time and for any reason by either party upon 30 days written notice to the other party. In the event of such termination, Town shall have no further obligation to Consultant except to make any payments which may have become due under this Agreement.

8. RECORDS

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

9. CHANGES

The Town, by resolution of the Town Board or written request by at least three members of the Town Board, within the general scope of this Agreement, may, at any time by written notice to

Consultant, issue additional instructions, require additional services or direct the omission of services covered by this Agreement. In such event, there will be made an equitable adjustment in price and time of performance, but any claim for such an adjustment must be made within 15 days of the receipt of such written notice. In the event that the Consultant determines that a change order is required, Consultant shall obtain written approval of the Town, by resolution or written consent of at least three members of the Town Board, and if the change shall require the payment of additional compensation, Consultant must obtain the written approval of three members of the Town Board or resolution of the Town Board for the additional compensation prior to commencement of work regarding the change order. It is agreed and understood that no oral agreement, conversation, or understanding between the Consultant and the Town, its departments, officers, agents and employees shall effect or modify any of the terms or obligations of this Agreement or schedules annexed hereto and made a part hereof.

10. NOTICES

Any notice shall be considered as having been given: (i) to Town of Riverhead if mailed by certified mail, postage prepaid to Town of Riverhead, Attention: Daniel P. McCormick, Esq., Deputy Town Attorney, 200 Howell Avenue, Riverhead, New York 11901; or (ii) to Consultant if mailed by certified mail, postage prepaid to Michael Grinnell, Vice-President, at address stated above on behalf of Consultant.

11. COMPLIANCE WITH LAWS

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

12. INSURANCE, INDEMNITY AND LIABILITY

Consultant shall carry Comprehensive General Liability Insurance, inclusive of data breach liability insurance with policy limits of at least \$2,000,000.00 per occurrence/\$3,000,000.00 in the aggregate, inclusive of excess liability umbrella insurance coverage. Such certificate of insurance, including proper endorsement, shall name the "Town of Riverhead" as additional insured and, if applicable, worker's compensation insurance. Consultant hereby indemnifies and

holds the Town, its departments, officers, agents and employees, harmless against any and all claims, actions or demands against Town, its departments, officers, agents and employees and against any and all damages, liabilities or expenses, including counsel fees, arising out of the acts or omissions of Consultant under this Agreement.

13. CONFLICT OF INTEREST

Consultant hereby represents and covenants that neither it nor any of its employees or representatives has or shall have, directly or indirectly, any agreement or arrangement with any official, employee or representative of the Town of Riverhead which any such official, employee, representative shall receive either directly or indirectly anything of value whether monetary or otherwise as the result of or in connection with any actual or contemplated application before any department of the Town, contract with the Town for sale of any product or service. Consultant further represents and covenants that neither it nor any of its employees or representatives has offered or shall offer any gratuity to the Town, its officers, employees, agents or representatives with a view toward obtaining this Agreement or securing favorable treatment with respect thereto. Consultant further represents that it will not engage in any activity which presents a conflict of interest in light of its relationship with Town.

14. DISCLOSURE

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

15. REPRESENTATIONS AND WARRANTIES

Consultant represents and warrants that all information data provided by Town to Consultant, including but not limited to employees' names, addresses, dates of birth, social security numbers, identification of dependents/spouses, etc., shall not be disclosed to any other party or entity other than the IRS and subject town employees' and/or town officials, regarding the services and subject matter of this agreement, without Town's written and express consent. In the event of a data breach, or suspected data breach of any of the subject data, Consultant shall promptly notify Town of such data breach and concomitantly take all reasonable steps to mitigate such breach. Consultant shall receive, process, store and transmit the subject matter information data pursuant to the highest, best and most secure formats available pursuant to the highest industry standards. The representations and warranties in this paragraph shall survive termination of this agreement, in perpetuity.

16. DISPUTES

If Consultant fails to perform any of its obligations hereunder in accordance with the terms hereof, then after reasonable notice to Consultant not to exceed thirty (30) days, and an opportunity for Consultant to cure such failure (except in case of emergency), the Town may (but shall not be obligated to) cure such failure at the expense of the Consultant, and the amount incurred by the Town on demand. Notwithstanding the above, any dispute arising under this Agreement which is not settled by Agreement of the parties may be settled by appropriate legal proceedings. Town and Consultant agree that this Agreement and any attached schedules or exhibits shall be governed by, and construed in accordance with, the laws of the State of New

York, without regard to conflict of laws principles. Town and Consultant further agree that Suffolk County, New York, is the proper location for venue and all jurisdictional purposes, including but not limited to personal and in rem jurisdiction. Pending any decision, appeal or judgment in such proceedings or the settlement of any dispute arising under this Agreement, Consultant shall proceed diligently with the performance of this Agreement in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto deem this Agreement to be effective as of the date first above written.

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

By: Michael Grinnell, Vice-President
CORPORATE PLANS, INC., d/b/a CPI-HR

DATE:

DATE:



Consulting Agreement

This consulting agreement is made the November 1, 2015 (the effective date) until October 31, 2016 by and between Town of Riverhead, (the Client) and Corporate Plans, Inc. doing business as CPI-HR (the Company).

Whereas, Client wishes to obtain the services of Company set forth herein; and

Whereas, Company wishes to provide such services to Client.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the parties hereby agree as follow:

1. Scope of Services to be provided by Company

Company will provide the following services to the Client with respect to Affordable Care Act (ACA) standards related to Client's health and welfare benefits programs which are regulated by this law and the regulations issued thereunder:

- **Education and ACA practices and procedures for policies**
 - Educate Administration, Business Office and Human Resources on ACA related legislation, regulation requirements and practices and procedures
 - Make recommendations and assist with ACA compliance
 - Develop practices and procedures for ACA compliance
 - Update practices and procedures as legislation and regulatory requirements change
 - Create a recommended action plan for ACA policy compliance
 - Review current practices and procedures
 - Provide updates on legislative and regulatory developments
 - Ongoing support for questions and concerns
- **Employee tracking information and services**, electronic ACA software platform designed to comply with Federal mandates.
 - Advise Client concerning policy on standard measurement, administrative and stability periods
 - Consult with Client concerning regulatory tracking and filing requirements for ACA
 - Track employee benefits eligibility using tracking system and payroll information provided by the client.
 - Ability to easily access historical data and generate reports to meet external audit requirements
 - Ensure continuous compliance as federal changes are introduced
 - Track eligibility and affordability issues for new and ongoing employees in accordance with the Client's new and ongoing employee measurement, administrative and stability periods
 - Provide timely and accurate forms for IRS 6055 and 6056 reporting (1094 & 1095)

- **Estimate Cadillac excise tax**, forecast Client's liability based on current plans, enrollment and past plan performance.
 - Using Company Cadillac Tax Calculator, we will provide a cost analysis with financial impact projections
- **Financial Impact Consulting:**
 - Consult with Client concerning ACA questions and concerns
 - Examine the cost of penalties versus providing coverage
 - Estimate the potential cost for covering a higher number of participants on the plan.
 - Project financial impacts of those who become eligible

2. Cost of Services

In consideration of the Services, Client agrees to pay Company a fee of \$17,000 for the year. This fee is payable as outlined in the Professional Services agreement with first installment being billed 11/15/15, for completion of work outlined in the contract and the Services will continue until October 31, 2016. Either party may terminate this Agreement by providing a thirty (30) days' notice to the other party. In the event this agreement is to be terminated, Client shall be entitled to a refund of an equitable portion of any fees that have been paid with respect to periods of time after termination. Notice of termination must be in writing and delivered either personally or by certified mail, return receipt requested.

3. Personnel

The Company is performing its services as an independent contractor, and neither the Company nor any of its personnel shall be considered employees of the Client for any purpose. The Company shall provide all statutory and non-statutory benefits for its personnel, including, but not limited to: worker's compensation, disability benefits, unemployment insurance, health insurance, paid time off, vacations, holidays and retirement benefits. Company will assign its personnel according to the needs of the Client based on the skill and experience of the Company's employees and according to the disciplines

TOWN OF RIVERHEAD

Resolution # 752

PAYS BILLS

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

<u>ABSTRACT #15-23 October 14, 2015</u>			
<u>(TBM 10/20/15)</u>			
			Grand
Fund Name	Fund #	Ckrun	Totals
GENERAL FUND	1	2,337,770.25	2,337,770.25
POLICE ATHLETIC LEAGUE	4	3,603.28	3,603.28
RECREATION PROGRAM FUND	6	11,847.94	11,847.94
HIGHWAY FUND	111	447,731.20	447,731.20
WATER DISTRICT	112	224,033.15	224,033.15
RIVERHEAD SEWER DISTRICT	114	62,482.78	62,482.78
REFUSE & GARBAGE COLLECTION DI	115	4,285.27	4,285.27
STREET LIGHTING DISTRICT	116	47,863.88	47,863.88
PUBLIC PARKING DISTRICT	117	2,068.61	2,068.61
AMBULANCE DISTRICT	120	8,847.94	8,847.94
EAST CREEK DOCKING FACILITY FUND	122	3,067.35	3,067.35
CALVERTON SEWER DISTRICT	124	9,348.14	9,348.14
RIVERHEAD SCAVENGER WASTE DIST	128	42,449.29	42,449.29
WORKERS' COMPENSATION FUND	173	76,564.57	76,564.57
RISK RETENTION FUND	175	798.36	798.36
TOWN HALL CAPITAL PROJECTS	406	15,108.03	15,108.03
WATER DISTRICT CAPITAL PROJECT	412	76,510.10	76,510.10
RIVERHEAD SEWER CAPITAL PROJECT	414	836,800.29	836,800.29
TRUST & AGENCY	735	720,277.03	720,277.03
CALVERTON PARK - C.D.A.	914	2,511.16	2,511.16
		4,933,968.62	4,933,968.62

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted