

**SEPTEMBER 20, 2016
CDA RESOLUTION LIST:
CDA**

Res. #14 Authorizes the Chairman to Execute an Agreement with Art & Commerce, LLC for Use of Town of Riverhead Community Development Agency Premises (Hugo Boss Commercial)

TOWN BOARD RESOLUTION LIST:

Res. #704 Riverhead Water District Capital Project Closure #30027

Res. #705 Riverhead Water District Capital Project Closure #30130

Res. #706 Riverhead Water District Capital Project Closure #60013

Res. #707 Riverhead Sewer District Main Plant Blower Repair & Misc. Expenses Budget Adjustment

Res. #708 Old Orchard at Baiting Hollow Water Capital Project Budget Amendment

Res. #709 Grants Special Permit of Joseph Cuccia for Indoor Recreation Facility Known as "The Cage"

Res. #710 Ratifies and Approves Contract Extension for 162 Founders Path, Baiting Hollow Demolition and Reconstruction Project

Res. #711 Accepts the Resignation of a Homemaker (Kristina Georgoulakos)

Res. #712 Accepts the Resignation of a Homemaker (Julianna Johnson)

Res. #713 Authorization to Publish Advertisement for Ambulance Body Remounts of 2003 & 2006 PL Custom Type III Ambulances to New 2017 Ford E450 Chassis for Use by the Town of Riverhead Volunteer Ambulance Corps

Res. #714 Authorizes the Supervisor to Execute an Agreement with County of Suffolk Office for the Aging (AAA Transportation Program)

Res. #715 Authorizes Parking Lot Lease Rider Between Riverhead Parking District and Riverhead Enterprises, LP, Regarding Parking Lots Contiguous with 127 East Main Street; 203-207 East Main Street; 209 East Main Street; 211 East Main Street; 213 East Main Street

Res. #716 Authorization to Extend Contract Nunc Pro Tunc with Wedel Sign Company, Inc. for Signage for the Town of Riverhead

Res. #717 Adopts Amendment to Social Media Use Policy for the Town of Riverhead

Res. #718 Authorizes Town Clerk to Publish and Post a Notice of Public Hearing to Consider a Proposed Local Law for an Amendment of

Chapter 301 Entitled, “Zoning and Land Development” of the Riverhead Town Code

- Res. #719** Authorizes Town Clerk to Publish and Post a Public Notice to Consider Adopting a Local Law to Override the Tax Levy Limit Established by and Set Forth in Article Two §3-c of the General Municipal Law
- Res. #720** Approves the Chapter 255 Application of Sport Car Club of America New York Region (“Solo Driving Event”)
- Res. #721** Ratifies and Approves the Chapter 255 Application of Riverhead Elks Lodge #2044 (Lawn Mower Races and Children’s Bicycle Races)
- Res. #722** Authorizes the Supervisor to Execute Stipulation of Settlement with Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, Riverhead Unit of the Suffolk Local #852 (CSEA)
- Res. #723** Authorizes the Supervisor to Execute an Agreement with Black Women Enterprises for Use of Town Board Meeting Room
- Res. #724** Authorizes the Supervisor to Execute an Agreement with Can’t Forget Productions LLC (NetFlix) for Use of Town of Riverhead Premises and for Police Department Personnel and Vehicles in Connection with a Television Production
- Res. #725** Authorizes the Release of Security of Riverhead Cement Block Company Inc. Drainlayer for Riverhead Sewer District
- Res. #726** Accepts Performance Security of Manzi Homes East, LLC (“Old Orchard at Baiting Hollow” Residential Subdivision)
- Res. #727** Order Establishing Extension No. 62R – Old Orchard Subdivision at Baiting Hollow, NY Riverhead Water District
- Res. #728** Rescinds Resolution #633 of 2016 (Denies Chapter 255 “Special Events” Application of Starfish Junction Productions “Long Island Potato Festival”) and Approves Chapter 255 “Special Events” Application of Starfish Junction Productions” Long Island Potato Festival” – October 2, 2016
- Res. #729** Rescinds Resolution #635 of 2016 (Denies Chapter 255 “Special Events” Application of Starfish Junction Productions “Pour the Core: Hard Cider Festival”) and Approves Chapter 255 “Special Events” Application of Starfish Junction Productions “Pour the Core: Hard Cider Festival” – October 1, 2016
- Res. #730** Ratifies Resolution to Authorize the Town Clerk to Formally Request that the Suffolk County Board of Elections Renumber the Propositions to Appear on the November 2016 Ballot
- Res. #731** Pays Bills

**TOWN OF RIVERHEAD
COMMUNITY DEVELOPMENT AGENCY**

Resolution # 14

**AUTHORIZES THE CHAIRMAN TO EXECUTE AN AGREEMENT WITH ART &
COMMERCE, LLC FOR USE OF TOWN OF RIVERHEAD COMMUNITY
DEVELOPMENT AGENCY PREMISES (Hugo Boss Commercial)**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, Art & Commerce, LLC has expressed interest in use of property of the Town of Riverhead Community Development Agency (CDA); namely, the inactive 7,000 foot runway at the Enterprise Park at Calverton (EPCAL) on September 22, 2016 from 9:00 a.m. to 3:00 p.m. for the purposes of videotaping a commercial for Hugo Boss; and

WHEREAS, the CDA Board is agreeable to permitting the use of the 7,000 foot runway on Thursday, September 22, 2016.

NOW, THEREFORE, BE IT RESOLVED, that the Chairman is hereby authorized to execute an Agreement between the Town of Riverhead and Town of Riverhead Community Development Agency (CDA) and with Hugo Boss in substantially the form attached; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Art & Commerce, LLC, 531 West 25th Street, 4th Floor, New York, NY 10001, the Police Department, the Town Attorney, Community Development Department and the Accounting Department; and be it further

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

On a motion by Councilman Dunleavy, seconded by Councilman Wooten, CDA resolution #14 was TAKEN OFF THE FLOOR, motion carried by unanimous vote. Immediately thereafter there was a motion to put to vote.

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

LOCATION AGREEMENT

PRODUCTION: Hugo Boss Commercial

PROPERTY OWNER:
**TOWN OF RIVERHEAD
COMMUNITY DEVELOPMENT
AGENCY**

PRODUCTION COMPANY:
ART & COMMERCE, LLC

ADDRESS:
200 Howell Avenue
Riverhead, New York 11901

ADDRESS:
531 West 25th St., 4th Floor
New York, NY 10001

PHONE: (631) 727-3200
FAX: (631) 727-6152

PHONE: (212) 206-0737
FAX:

Our signatures in the spaces provided below, will confirm the following agreement between the Property Owner ("CDA") and above named production company ("Company") regarding use of the Premises described below in connection with the production of the above commercial hereinafter referred to as "The Production". This agreement sets forth the entire understanding between CDA and Company and may not be altered except by another written agreement signed by both CDA and Company.

1. CDA hereby grants to the Company the right during the term hereof to enter upon and to utilize the premises described below and to bring onto the premises such personnel and equipment as we deem necessary, for and in connection with the production of the Photoplay, upon the terms set forth herein. The Agreement allows the Company to enter upon the Premises (with personnel, materials, vehicles, and equipment), erect motion picture sets and place props thereon, conduct activities upon and photograph and record at the Premises (including, without limitations, to photograph and record both the real and personal property, all of the signs, displays, interiors, exteriors, and the like appearing therein.).
2. The term "the Premises" as used herein refers to the premises located at:
Inactive runway (7,000 foot runway) at the Enterprise Park at Calverton (EPCAL).
3. The term hereof ("The Term") shall commence on September 22, 2016 at 9:00 o'clock a.m. and shall continue until September 22, 2016 at 3:00 o'clock p.m. for purposes of access to the above described runway. Production personnel may, prior to the commencement of the Term, enter, visit, storyboard, photograph or otherwise inspect the Premises to plan and set up for production without additional charge at reasonable times and with reasonable notice to the CDA and/or agent.

4. CDA hereby represents and warrants that:
 - a) CDA has the right authority to make and enter into this Agreement and to grant Company rights set forth herein;
 - b) the consent or permission of no other person, firm, or corporation is necessary in order to enable company to enjoy full rights to the use of the Premises except as outlined herein;
 - c) the CDA will take no action, nor allow or authorize any third party to take any action which might interfere with the full use and enjoyment of the Premises by Company as outlined herein; and
 - d) there are no outstanding contracts or commitments of any kind which conflict with this Agreement or may limit, restrict or impair Company's use and enjoyment of the Premises or the rights granted to Company hereunder.

5. As compensation for our use of the Premises, Company shall pay CDA upon signing this agreement and prior to our entry based on the following rates:

License/film permit fee for use of 7,000 linear foot runway:
\$2,500.00.

Payment of \$2,500 shall be made to the "Town of Riverhead Community Development Agency" which sum is due upon Company signing and delivering this agreement.

6. Nothing herein shall obligate Company to photograph, to use such photography, or to otherwise use the Premises, but Company reserves the right to complete any photography or other recordings commenced on the Premises. Company shall have the right to photograph, record and depict the Premises and/or any part or parts thereof, accurately or otherwise, as we may choose, using and/or reproducing the actual name, signs, logos, trademarks and other identifying features thereof and/or without regard to the actual appearance or name of the Premises or any part or thereof, in connection with the Photoplay and any other photoplay produced by us or by others except that Company may not use any images of the police personnel and/or the police vehicles, if any on premises. Company shall have the right to construct a set duplicating all or any part of the premises (including, but not limited to, any signs and the interiors of said Premises) for the purpose of completing scheduled work, or for filming retakes, added scenes, advertisements or promotions.

7. The Company agrees to leave the Premises in good condition and order, and to use reasonable care to prevent damage to the Premises. Promptly following the expiration of the Term and, if applicable, promptly upon the completion of any additional use by Company of the premises, but not later than three (3) business days after such

expiration of the Term and completion of additional use, respectively, Company shall remove from the Premises all structures, equipment and other materials placed thereon by Company.

8. The Company will be responsible for providing commercial general liability insurance in the amount of not less than \$2,000,000.00 with a company or companies reasonably satisfactory to the CDA and shall provide a Certificate of Insurance which names as Certificate Holder and Additional Insureds the "Town of Riverhead" and "Town of Riverhead Community Development Agency". The Company agrees to hold CDA safe and harmless and to indemnify CDA for damage to the Premises and property located thereon and for personal injury occurring on the Premises during the Term and from any and all liability and loss which CDA may incur by reason of any accidents, injuries, death or other damage to the Premises directly caused by our negligence in connection with our use of the Premises. In connection therewith, the CDA agrees to submit to Company in writing, within five (5) days after the expiration of the Term (including any additional use by us of the Premises) a detailed listing of all claimed property damage or personal injuries for which the Company is responsible, and CDA shall permit the Company representatives to inspect the property so damaged.
9. The CDA hereby agrees to indemnify and hold Company, its licensees, successors, assigns, its and their employees, agents, officers, and suppliers free and harmless from and against any and all loss, costs, liability, damages, claims, demands, action or cause of action, and expenses (including, but not limited to, attorneys' fees) of any nature arising from, growing out of, or concerning: (a) any breach of agent or CDA of any of the above warranties or any provision of this Agreement; and (b) any accidents, injuries, death or other damage directly caused by the negligence of the CDA.
10. CDA hereby acknowledges that neither you nor any CDA or tenant, or other party now or hereafter having an interest in said Premises, has any interest in our photography or recording on or of the Premises, nor any right of action against us or any other party arising out of any use of said photography and the advertising and promotion thereof. CDA hereby grants to Company, our successors and assigns the irrevocable and perpetual right, worldwide, in any manner and in any media to use and exploit the films, photographs, and recordings made of or on the Premises in connection with the Photoplay in such manner and to such extent as Company desires in its sole discretion. Company and its licensees, assigns and successors shall be the sole and exclusive CDA of all rights of whatever nature, including all copyrights, in and to all films, photographs and recordings made on or of the premises, in perpetuity throughout the universe.

Company may not use any images of the police personnel and/or the police vehicles.

11. The sole right as to any breach or alleged breach hereunder by Company shall be the recovery of money damages, if any, and the rights herein granted by CDA shall not terminate by reason of such breach. In no event may CDA terminate this agreement or obtain injunctive or other equitable relief with respect to any breach by the Company of obligations hereunder.

12.

ART & COMMERCE, LLC

By: _____

Name:

Title: PRODUCER/DIRECTOR

**TOWN OF RIVERHEAD COMMUNITY
DEVELOPMENT AGENCY**

By: _____

Name: SEAN M. WALTER

Title: CHAIRMAN

TOWN OF RIVERHEAD

Resolution # 704

RIVERHEAD WATER DISTRICT

CAPITAL PROJECT CLOSURE #30027

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, Water Capital Project #30027, EPCAL Water Extension Capital Project is considered complete; and

WHEREAS, the Developer is due a refund of \$39,998.13 of unspent installation costs.

RESOLVED, that the Town Board hereby authorizes the Accounting Department to close Water Capital Project #30027, modify the budget and return the unspent money of \$39,998.13 to the Developer.

BE IT FURTHER RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to the Accounting Department and Water District.

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 705

RIVERHEAD WATER DISTRICT

CAPITAL PROJECT CLOSURE #30130

Councilman Wooten offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, Water Capital Project #30130, Larry's Lighthouse Marina Service Installation is considered complete; and

WHEREAS, the Developer is due a refund of \$8,199.63 of unspent installation costs.

RESOLVED, that the Town Board hereby authorizes the Accounting Department to close Water Capital Project #30130, modify the budget and return the unspent money of \$8,199.63 to the Developer.

BE IT FURTHER RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to the Accounting Department and Water District.

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 706

RIVERHEAD WATER DISTRICT

CAPITAL PROJECT CLOSURE #60013

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Hubbard

WHEREAS, Water Capital Project #60013, Water Wading Woods Condos is considered complete; and

WHEREAS, the Developer is due a refund of \$7,645.68 of unspent installation costs.

RESOLVED, that the Town Board hereby authorizes the Accounting Department to close Water Capital Project #60013, modify the budget and return the unspent money of \$7,645.68 to the Developer.

BE IT FURTHER RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to the Accounting Department and Water District.

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 707

RIVERHEAD SEWER DISTRICT

MAIN PLANT BLOWER REPAIR & MISC. EXPENSES

BUDGET ADJUSTMENT

Councilman Hubbard offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, the Superintendent of Sewer is requesting a budget adjustment to cover the emergency repair of a blower at the Sewer District Main Plant and miscellaneous repair expenses for the remainder of 2016.

NOW THEREFORE BE IT RESOLVED, that the Supervisor be, and is hereby authorized to establish the following budget adjustment and transfer of funds from the Electricity Account:

	<u>FROM</u>	<u>TO</u>
114.081300.546200 Electricity	10,000.00	
114.081300.541100 Building Repairs & Maintenance		10,000.00

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

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

THE VOTE

Hubbard <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Giglio <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 # 708

OLD ORCHARD AT BAITING HOLLOW
WATER CAPITAL PROJECT

BUDGET AMENDMENT

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, \$21,000 has been received from the developer for an engineering study for Old Orchard at Baiting Hollow.

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

		<u>FROM</u>	<u>TO</u>
412.092705.421050.30131	Developer Fees	21,000.00	
412.083200.543501.30131	Professional Svcs. - Engineer		21,000.00

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

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

THE VOTE

Hubbard <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Giglio <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 # 709

**GRANTS SPECIAL PERMIT OF JOSEPH CUCCIA
FOR INDOOR RECREATION FACILITY KNOWN AS "THE CAGE"**

Councilman Wooten offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, the Town Board has received an application for special permit from Joseph Cuccia, who resides at 22 Williams Way South, Calverton, NY 11933, for the establishment of an indoor recreation facility, known as "The Cage," upon real property located at 419 Osborn Ave, Riverhead, New York, also identified as SCTM # 600-128-01-015.01, in the Village Center (VC) zoning district; and

WHEREAS, a public hearing was held and closed on August 2, 2016 in accordance with §301-311 C; and

WHEREAS, the Town Board has considered the site, proposed use, existing access, intensity of the proposed use, and other determining factors enumerated within §301-312; and

WHEREAS, the Town Board hereby determines that the use will not adversely affect surrounding properties, nor cause any discernable hazards or disadvantages, nor impinge the health safety, comfort, convenience of the Town, and further finds that the proposed use in harmony with and promotes the general purposes of zoning within the Town of Riverhead; and

WHEREAS, the Planning Department has reviewed the application and finds the proposed special permit to be a Type II action pursuant to 6NYCRR Part 617 and therefore no determination of significance is required.

NOW THEREFORE BE IT RESOLVED, the Town Board finds in the matter of the petition by Joseph Cuccia the following:

- i. The site is particularly suitable for the location of the use in the community;
- ii. The lot area is sufficient for the proposed use;
- iii. Access facilities are adequate for the motor vehicle turning movements to be generated;
- iv. Adequate provisions will be made for the collection and disposal of both storm water and sanitary waste;
- v. Adequate provisions have been made for the collection and disposal of solid wastes; and be it further

RESOLVED, the Town Board hereby grants the special permit for the establishment of an indoor recreation facility, known as "The Cage," at 419 Osborn Ave, Riverhead, New York, also identified as SCTM # 600-128-01-015.01; and be it further

RESOLVED, that such special permit is granted with the further conditions of approval requiring that the applicant or agent thereof obtain a permit from the Building Department and a subsequent certificate of occupancy for the proposed business within one year of this resolution date; and be it further

RESOLVED, the Town Clerk shall provide a certified copy of this resolution to Mary Hartill, as agent for the applicant, the Building Department, and the Fire Marshal's Office, and to the applicant, Joseph Cuccia of 22 Williams Way South, Calverton, NY 11933, the; and be it further

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 710

**RATIFIES AND APPROVES CONTRACT EXTENSION FOR 162 FOUNDERS PATH,
BAITING HOLLOW DEMOLITION AND RECONSTRUCTION PROJECT**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, on December 15, 2015, the Town Board of the Town of Riverhead did adopt a resolution entitled, "Awards Bid for 162 Founders Path, Baiting Hollow Demolition and Reconstruction Project"; and

WHEREAS, the bid was awarded to Carter Melence, Inc. in the amount of \$32,144.00; and

WHEREAS, on February 17, 2016, the Town Board of the Town of Riverhead did adopt a change order resolution entitled, "Ratifies Change Order No. 1 Reduction in Contract Scope of Work and Contract Amount for 162 Founders Path, Baiting Hollow Demolition and Reconstruction Project" reducing the contract amount by \$7,200 for a final contract amount of \$24,944.00; and

WHEREAS, the Town Supervisor fully executed an agreement with Carter Melence, Inc. on June 20, 2016 for the demolition and reconstruction of 162 Founders Path, Baiting Hollow, NY; and

WHEREAS, Item No. 2 "Time of Completion" and Item No 41 "Term of Contract", under "Conditions of Contract" state that the successful bidder is required to submit a demolition plan and reconstruction drawings stamped by a New York State registered architect or structural engineer within four (4) weeks of award of the contract; and

WHEREAS, the contractor will need access to the interior of the home in order to formulate a plan and produce the required drawings; and

WHEREAS, due to extenuating circumstances and ongoing issues with the homeowner, the contractor has been unable to gain the necessary access to produce the required drawings.

NOW THEREFORE BE IT RESOLVED, that the contract with Carter Melence, Inc. for the demolition and reconstruction of 162 Founders Path, Baiting Hollow, NY be and is hereby extended until such time as the contractor has gained successful entry to the premises at 162 Founders Path, Baiting Hollow, NY and has submitted the required demolition plan and reconstruction drawings stamped by a New York State registered architect or structural engineer within four (4) weeks of successful building entry and

said plans are submitted to the Building Department for review and issuance of a building permit with no further changes to the existing contract document unless approved by the Town Board; and be it further

RESOLVED, that the Town Board of the Town of Riverhead be and does hereby approve the contract extension as outlined above at no additional compensation; and be it further

RESOLVED, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to Carter Melence, Inc., 104 New York Avenue, Sound Beach, NY 11789; and be it further

RESOLVED, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to the Engineering Department, Purchasing Department and the Office of Accounting; and be it further

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 711

ACCEPTS THE RESIGNATION OF A HOMEMAKER

Councilman Hubbard offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, the Town has received written notification from Kristina Georgoulakos, a Homemaker at the Riverhead Town Seniors Center, giving notice of her intent to resign effective September 8, 2016.

RESOLVED, that this Town Board hereby accepts the resignation of Kristina Georgoulakos.

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 712

ACCEPTS THE RESIGNATION OF A HOMEMAKER

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Town has received written notification from Julianna Johnson, a Cook at the Riverhead Town Seniors Center, giving notice of her intent to resign effective August 31, 2016.

RESOLVED, that this Town Board hereby accepts the resignation of Julianna Johnson.

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 713

**AUTHORIZATION TO PUBLISH ADVERTISEMENT FOR AMBULANCE BODY
RECOUNTS OF 2003 & 2006 PL CUSTOM TYPE III AMBULANCES TO NEW 2017
FORD E450 CHASSIS FOR USE BY THE TOWN OF RIVERHEAD VOLUNTEER
AMBULANCE CORPS**

Councilman Wooten offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, the Town of Riverhead wishes to publish and post a notice to bidders for proposals for **AMBULANCE BODY RECOUNTS OF 2003 & 2006 PL CUSTOM TYPE III AMBULANCES TO NEW 2017 FORD E450 CHASSIS;**

NOW THEREFORE BE IT RESOLVED, the Town Board be and does hereby authorize the Town Clerk to publish and post the following public notice in the **September 22, 2016** issue of the News Review.

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD
NOTICE TO BIDDERS

Sealed proposals for the **AMBULANCE BODY REMOUNTS OF 2003 & 2006 PL CUSTOM TYPE III AMBULANCE USE BY THE TOWN OF RIVERHEAD VOLUNTEER AMBULANCE** will be received by the Town of Riverhead in the Office of the Town Clerk, 200 Howell Avenue, Riverhead, New York until **11:00 am** on **October 12, 2016** at which time they will be publicly opened and read aloud.

Specifications may be examined and/or obtained on **September 22, 2016** on the Town of Riverhead website at www.townofriverheadny.gov, click on bid requests.

Each proposal must be submitted on the form provided and must be in a sealed envelope clearly marked, with the bid number as on the **AMBULANCE BODY REMOUNT OF 2003 & 2006 PL CUSTOM TYPE III AMBULANCE FOR USE BY THE TOWN OF RIVERHEAD VOLUNTEER AMBULANCE CORPS.** Any and all exceptions to the specifications must be listed on a separate sheet of paper, bearing the designation "EXCEPTIONS TO THE SPECIFICATIONS" and attached to the bid form.

The Town Board reserves the right and responsibility to reject any and 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 RIVERHEAD TOWN
BOARD OF THE TOWN OF RIVERHEAD

DIANE M. WILHELM, TOWN CLERK

TOWN OF RIVERHEAD

Resolution # 714

**AUTHORIZES THE SUPERVISOR TO EXECUTE AN AGREEMENT
WITH COUNTY OF SUFFOLK OFFICE FOR THE AGING
(AAA TRANSPORTATION PROGRAM)**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Hubbard

WHEREAS, the Town of Riverhead offers a wide variety of programs, activities and support services including transportation for the senior citizens within the Riverhead community; and

WHEREAS, the County of Suffolk provides funding to defray the transportation costs incurred by the Town of Riverhead; and

WHEREAS, the Town of Riverhead is interested in supplementing its budget regarding transportation costs incurred in the transportation of senior citizens.

NOW, THEREFORE, BE IT RESOLVED, that the Supervisor is hereby authorized to execute the attached agreement authorizing the Town of Riverhead to accept funds in an amount not to exceed \$8,016.00 from Suffolk County Office for the Aging for the purpose of supplementing the budget of the Town's transportation assistance program; and be it further

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

Contract

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

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

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

Term of the Contract: April 1, 2016 through March 31, 2017; with an option, to be exercised at the County’s discretion, to September 30, 2017 on the same terms and conditions herein.

Service Levels: 6,500 Units of Transportation Service
280 Elderly Served

Total Cost of the Contract: Shall not exceed \$8,016.00, to be paid as set forth in Articles V and VI, attached.

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

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

Town of Riverhead

County of Suffolk

By: _____
Sean M. Walter
Supervisor
Fed. Taxpayer 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

**Approved:
Department**

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

_____ 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.

Recommended:

By: _____
Michelle Belsky
Food Service Supervisor
Date _____

Name _____ Date _____

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

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



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Budget

Article I
Description of Services
Town of Riverhead
AAA Transportation Program

Whereas, the Contractor has been identified in the 2016 Suffolk County Adopted Budget under the funding as listed on page one (1) of the Contract to perform the Services for the Department; and

Whereas, the AAA Transportation Program expands essential transportation activities for the elderly by providing assistance in meeting the transportation operating expenses related to serving the elderly, as part of the required supportive services of the IIC Nutrition Program for the Elderly or other such programs for the elderly, that provide transportation services.

Whereas, the enhancement of transportation services is considered to be in the best interest of the County and the elderly residents of Suffolk County, and ensures the best possible outcome.

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 the Program

The Contractor shall provide the following transportation services:

The Contractor may provide transportation other than to and from the nutrition sites on an as needed basis. This may include, but is not limited to, transportation to medical appointments, shopping, activities for socialization and other such activities scheduled as part of the Contractor’s regular transportation program activities or by appointment. All transportation services shall be furnished using licensed drivers and insured and inspected vans and automobiles.

3. General Program Terms and Conditions

In general, but without limitation, the Contractor shall be required to meet the criteria listed below:

- a. Have, and maintain throughout the term of this Contract, an existing agreement to provide a service or services for the elderly in Suffolk County.
- b. Have an owned or contract vehicle available for the Services, either through purchase agreement or lease agreement.

4. Administration

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

5. Contractor’s Staff

- a. The Contractor agrees to employ adequate numbers of qualified staff and supervisory personnel to meet all the specifications and responsibilities of the program in an orderly, punctual and reliable manner and to assure the health, safety, and welfare of participants. A full-time manager/supervisor will direct and coordinate the daily operations. All meetings and trainings required by the County are to be attended by the appropriate staff. The Contractor will have on file with the Department the procedures to be followed by workers and other staff in case of emergency.
- b. The County shall have the right to prior approval of the filling of any AAA Transportation Coordinator and shall be advised by the Contractor of the duties and compensation of all personnel assigned to the AAA Transportation Program.
- c. The provisions of this paragraph five (5) are in addition to the provisions of Article V, paragraph ten (10), subparagraph n.

6. Coordination

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

7. Targeting and Outreach

- a. The Contractor, to the extent it has discretion regarding to whom it will provide services, must give preference to providing services to those unserved and underserved older adults in greatest social or economic need, particularly those who are low income, low income minorities, older adults with limited English proficiency, Native Americans, and frail/persons with disabilities and older adults residing in rural areas in accordance with their need for such services, and to meet specific objectives established by the Department for providing services to the above groups within the PSA, (OAA §305 (a)(2)(E)). The term “greatest economic need” is defined as the need resulting from an income at or below the poverty levels as established annually by the U.S. Office of Management and Budget. The term "greatest social need" refers to the need caused by non-economic factors which include physical and mental disabilities, language barriers and cultural, social or geographical isolation including isolation caused by racial or ethnic status that restricts an individual’s ability to perform normal daily tasks or threatens the capacity of the individual to live independently (OAA §102 (23 and 24)).
- b. The Contractor agrees to concentrate the services on older adults in the targeted populations identified by the Department following the methods the Department has established for complying with the targeting requirements under the OAA and the Equal Access and Targeting Policy issued by the New York State Office for the Aging. Consistent with the OAA and NYS applicable regulations, including the following laws: the Older Americans Act (OAA), Title III of the Code of Federal Regulations, 45 CFR 1321; the NYS Elder Law and relevant NYS regulations (Title 9, Subtitle Y of the New York State Code of Rules and Regulations); the

Contractor's targeting goal is to substantially increase the numbers of older adults from targeted population groups (minority, low-income, frail, vulnerable).

- c. The following target groups have been identified as having the greatest economic and social needs: minority, low income, frail and vulnerable.
- i. **Minority** - persons of Black, Hispanic, Asian, Native American (American Indian), Alaska Native, Native Hawaiian or Other Pacific Islander origins. Persons whose origins are of Two (2) or More Races or who are identified as being in a racial category different from those above (other than white) may be included (see the Other Race or Two (2) or More Races categories, defined below).
- a) Black - refers to a person who has origins in any of the Black racial groups of Africa. This includes, for example, persons who self-report as Black, African American, Kenyan, Nigerian, Haitian or other applicable identification.
 - b) Hispanic (or Latino) - refers to a person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin regardless of race. Hispanic origin can be viewed as the heritage, nationality group, lineage, or country of birth of the person or the person's parents or ancestors before their arrival in the United States. People who identify their origin as Hispanic, Latino, or Spanish may be any race.
 - c) Asian - refers to a person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent, including, but not limited to, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.
 - d) American Indian or Alaska Native - refers to a person having origins in any of the original peoples of North and South America (including Central America) and who maintains tribal affiliation or community attachment. This category includes people who indicated their race(s) as "American Indian or Alaska Native" or reported their enrolled or principal tribe, such as Navajo, Blackfeet, Inupiat, Yup'ik, and/or Central American or South American Indian groups.
 - e) Native Hawaiian or Other Pacific Islander - refers to a person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
 - f) Other Race or Two (2) or More Races - this category includes persons who self-identify as multiracial, mixed, interracial, or a racial category other than white, not included in the descriptions above.
- ii. **Low – Income** - Persons with incomes at or below one hundred fifty percent (150%) of the poverty level.
- iii. **Frail** – Persons with one (1) or more functional deficits in the following areas:
- a) Physical functions;
 - b) Mental functions;
 - c) Activities of daily living (eating, bed/chair transfer, dressing, bathing, toiletry and continence); and/or,

- d) Instrumental activities of daily living (meal preparation, housekeeping, shopping, medications, telephone, travel, and money management).

Disabled – Any person who has a physical or mental impairment which substantially limits one or more major life activities, has a record of such impairment, or is regarded as having such impairment. This includes alcoholism and drug addiction.

- iv. **Vulnerable** – Persons with a deficit of social resources, those who are isolated socially, linguistically or geographically, and/or those affected by other environmental conditions including the following:

- a) Language barriers; Limited English Proficiency - Individuals who do not speak English as their primary language and who have a limited ability to read, write, speak, or understand English may be limited English proficient, and may be eligible to receive language assistance with respect to a particular type of service, benefit, or encounter;
- b) Rural residence;
- c) Persons with disabilities;
- d) Institutionalized or at risk of institutionalization;
- e) Lesbian, gay, bisexual, transgender (LGBT) older adults;
- f) Low literacy;
- g) Older adult caregivers of children with developmental disabilities, mental illness, or other disabilities requiring a caretaker (e.g., traumatic brain injury);
- h) Homebound; and,
- i) Alzheimer’s or other Dementia.

- d. In order to comply with Targeting requirements, the Contractor must employ Outreach Strategies which may include, but are not limited to, locating target populations using Census or other resource data, translated printed materials, location of services in catchment areas for targeted populations, publicity to community-based groups, and minority staff/volunteers.

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 provide maximum accessibility to those older adults in greatest economic or social need, and new sites shall be free from architectural barriers that limit participation of disabled older individuals (NYS regulations, Title 9, Subtitle Y, §6652.2 (1)). Accessibility requirements include provision of services and assistive devices (including assistive technology services and devices) designed to meet the unique needs of older individuals who are disabled, and of older individuals who provide uncompensated care to their adult children with disabilities. Providers must ensure that communications with individuals with disabilities are as effective as communications with others (ADA, 28 CFR 35.160-35.164). For example, auxiliary aids and services may include:
 - For individuals who are deaf or hard of hearing: qualified interpreters, note takers, computer-aided transcription services, written materials, telephone handset amplifiers, assistive listening systems, telephones compatible with hearing aids, closed caption

decoders, open and closed captioning, telecommunications devices for deaf persons (TDDs), videotext displays, and exchange of written notes.

- For individuals with vision impairments: qualified readers, taped texts, audio recordings, Brailled materials, large print materials, and assistance in locating items.
- For individuals with speech impairments: TDDs, computer terminals, speech synthesizers, and communication boards.

- c. Additionally, consistent with the Civil Rights Act of 1964, Title VI, the Title VI regulations, federal Executive Order 13166, and the NYS Human Rights Law, all subcontractors are required by law to take reasonable steps to provide meaningful access to limited English proficient persons. All aging services providers are obligated to provide reasonable, timely, and appropriate language assistance to the limited English proficiency (LEP) populations each serves.

Mandated Action:

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

9. Reporting Requirements

a. Monthly Reports

Monthly reports must be submitted to the Department on a form prescribed by the Department. Monthly reports are due to the Department by the eighth (8th) day of the month following the month being reported. These reports shall contain, at a minimum, the following categories of information:

- i. Units of service: one (1) unit is equal to each (1) one-way trip per person.
- ii. The number of individuals who have received transportation by the Contractor under this Transportation Program Contract.
- iii. A monthly activity schedule showing the specific transportation services the Contractor will make available to the congregate participants that require transportation.
- iv. Mileage recordings.

b. Electronic Reporting

- i. The Contractor shall maintain electronic records on all program participants using the most currently approved form provided by the Department and compliant with State and Federal reporting requirements. Data for all participants must be updated monthly.
- ii. In order to comply with electronic reporting requirements, the Contractor must have adequate computer equipment and software available to support the approved form.
- iii. Transportation units and unduplicated number of persons served must be entered electronically in SAMS 3 or in subsequent County approved computer systems. All participant data must be entered completely by the twelfth (12th) of each month for the previous months' data.

Line Item/Omnibus Grant – AAA Transportation

10. Incident Reporting

The Contractor will report at least verbally to the Department, within twenty-four (24) hours any incidents involving all instances of claims, costs, damages, and injuries to persons or property of whatsoever kind arising out of services provided under this Contract. A written follow-up of such incidents shall be sent to the Department within five (5) days of the occurrence. The Contractor further agrees to send the Department copies of all “notices of claim” relating to the program covered in this Contract.

11. Confidentiality

- a. The Contractor agrees that no personal information obtained from an individual in conjunction with this program shall be disclosed in a form in which it is identified with the individual without such individual’s written consent to such disclosure, except to the Department.
- b. In the case of a request by the Department for names and addresses of individuals participating in the program, the Contractor shall furnish such information as requested. Failure to comply with a request by the Department for such information shall be deemed a material breach of this 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. Any references to transportation services provided under this Contract must include due recognition to New York State Office for the Aging. The Contractor must include the express acknowledgement as follows:

“This service has been provided with financial assistance, in whole or in part through a grant from the New York State Office for the Aging.”
- b. The provisions of this paragraph shall prevail over any conflicting provisions of Article III, paragraph 20.

13. Contributions

The Contractor agrees to inform each recipient of the service of the opportunity to make a completely voluntary and anonymous contribution toward the cost of the service. Service may not be denied, however, if a person is unable or unwilling to make a contribution. The Contractor must maintain an audit trail of all incoming contributions and make monthly reports of any contributions received. Monthly contributions will be deducted from monthly expenditures to arrive at net reimbursement. All contributions must be used to enhance services. All printed materials used for the program must include the sources of funding for the program and must include the following information:

Contributions to this (these) service(s) are completely voluntary and anonymous. Services 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.

14. Participant Comments & Satisfaction Surveys

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

Department, informing him/her of the sources of funding for the program and including the following information:

Contributions are welcomed and are used to expand this service.

15. Monitoring

a. Program

The Contractor agrees to permit the Department’s staff and staff of the New York State Office for the Aging to review programmatic records at any time.

b. Fiscal

As required, the Department’s fiscal staff may examine or review evidence regarding the existence, time and classification of financial transactions, which are charged to the program for reimbursement. To obtain this evidence, the fiscal staff will examine documentary evidence including financial verification by actually observing or counting certain assets (e.g. case, food inventory, equipment and supplies) to establish their physical existence.

16. Grievance Procedures

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

Law No. 17 – AG

Rev. 9/6/16

Line Item/Omnibus Grant – AAA Transportation

IFMS No. 0000000

001-6806-4980-95294

**Contractor's Proposal &
Response for Equal Access & Targeting**

AAA Transportation

End of Article I

**Article IA
Grievance Procedures**

1. Purpose

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

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. For services for which written applications are made, 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 IA



Judy Doll
Director

Debbie Schwarz
Senior Center Manager

Karen Westwood
MDW's Coordinator

TOWN OF RIVERHEAD
300 Howell Avenue
Riverhead, New York 11901
845-768-4444

August 2016

**Ms. Holly Rhodes-Teague, Director
Suffolk County Office for Aging
100 Veterans Hwy
P.O. Box 6100
Hauppauge, New York 11788-0099**

RE: AAA Transportation Program April 1, 2016 – March 31, 2017

Dear Ms. Rhodes-Teague:

The Town of Riverhead again welcomes the monies made available to the Town of Riverhead Senior community through the AAA Transportation Program.

Though the town 'bustles' with traffic, it still has many rural areas and lacks adequate and/or an affordable means of transportation. As we look to keep our seniors in the community and give them the opportunity to age in place, it is our responsibility to find ways to meet this demand.

Transportation routes are divided into four pick-up areas, East, Central East, Central West and West. Drivers receive daily schedules which may include transporting seniors to and from their homes to the Center, delivering meals on wheels to the homebound, assisting with transportation to doctors and other medical needs, and/or driving for the Dial a Ride/food shopping program. Trying to cover the needs of this 82 sq. miles town is difficult at times, so requests are prioritized by medical needs first, with transport for banking, farm stands, farmers market, Fan Food, Walmart/Kmart, etc. filling in the time slots whenever possible. Whenever possible, we try to plan and offer at least one special day trip a month to give the seniors an opportunity to enjoy an outing away from the Center.

Information about our transportation program continues to be available online, in the town wide brochure mailing sent seasonally by the Recreation Department, doctors' offices and the local hospital, local news media and of course, senior housing communities. Client word of mouth helps us to target those with the greatest economic and social needs: minorities, low income, frail and vulnerable persons age 60 and older, those with Limited English Proficiency (LEP), and lesbian, gay, bisexual, and transgender (LGBT) older adults.

Riverhead Town is contracted with LanguageLine Solutions to provide the senior population with no-cost translation services in multiple languages. LanguageLine has provided us with signs which read "*Point*

to your language. An interpreter will be called. The interpreter is provided to you at no cost". This statement is written in twenty different languages and the signs are posted throughout the building. Office staff has been trained on how to use this service.

The funds available through the AAA Transportation Program will be used to supplement drivers' salaries as we continue to strive to meet the demands of our senior population. Projections for the 4/16-3/17 AAA contract period are for us to reach 280 unduplicated seniors with 6,500 units of transportation.

Should you have any questions, please do not hesitate to call me at (631)722-4444 ext. 241, or by email to doll@townofriverheadny.gov.

Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "Judy Doll", with a long horizontal flourish extending to the right.

Judy Doll
Senior Programs Director

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

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contracts under which money has been or will be paid to the Contractor from the County, Federal, or State governments, or a Municipal Corporation, and (i) which are currently in effect or (ii) which have expired within the past twelve (12) months and have not been renewed.

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

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

2. Elements of Interpretation

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

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

End of Text for Article II

**Article III
General Terms and Conditions**

1. Contractor Responsibilities

a. Duties and Obligations

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

b. Qualifications, Licenses, and Professional Standards

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

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

c. Notifications

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

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

d. Documentation of Professional Standards

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

e. Credentialing

- i.) In the event that the Department, or any division thereof, maintains a credentialing process to qualify the Contractor to render the Services, the Contractor shall complete the required credentialing process. In the event that any State credential, registration, certification or license, Drug Enforcement Agency registration, or Medicare or Medicaid certification is restricted, suspended, or temporarily or permanently revoked, it is the duty of the Contractor to contact the Department, or division thereof, as the case may be, in writing, no later than three (3) days after such restriction, suspension, or revocation.
- ii.) The Contractor shall forward to the Department, or division thereof, as the case may be, on or before July 1 of each year during the Term, a complete list of the names and addresses of all persons providing the Services, as well as their respective areas of certification, credentialing, registration, and licensing.

f. Engineering Certificate

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

2. Termination

a. Thirty Days Termination

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

b. Event of Default; Termination on Notice

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

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

c. Termination Notice

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

d. Duties upon Termination

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

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

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

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

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

3. Indemnification and Defense

a. The Contractor shall protect, indemnify, and hold

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

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

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

4. Insurance

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

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

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

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

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

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

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

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

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

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

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

g. In the event the Contractor shall fail to provide

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

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

5. Independent Contractor

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

6. Severability

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

7. Merger; No Oral Changes

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

8. Set-Off Rights

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

9. Non-Discrimination in Services

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

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

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

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

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

12. No Waiver

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

13. Conflicts of Interest

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

14. Cooperation on Claims

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

15. Confidentiality

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

16. Assignment and Subcontracting

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

10. Nonsectarian/Non Partisan Declaration

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

11. Governing Law

The Contract shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to conflict of laws. Venue shall be

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

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

17. Changes to Contractor

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

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

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

c. The Contractor shall notify the County in writing,

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

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

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

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

18. No Intended Third Party Beneficiaries

The Contract is entered into solely for the benefit of the

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County and the Contractor. No third party shall be deemed a beneficiary of the Contract and no third party shall have the right to make any claim or assert any right under the Contract.

19. Certification as to Relationships

The Contractor certifies under penalties of perjury that, other than through the funds provided in the Contract and other valid agreements with the County, there is no known spouse, life partner, business, commercial, economic, or financial relationship with the County or its elected officials. The Contractor also certifies that there is no relationship within the third degree of consanguinity, between the Contractor, any of its partners, members, directors, or shareholders owning five (5%) percent or more of the Contractor, and the County. The foregoing certification shall not apply to a contractor that is a municipal corporation or a government entity.

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.

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24. Certification Regarding Lobbying

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

27. Notice

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

25. Record Retention

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

End of Text for Article III

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

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

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

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

Article IV

Suffolk County Legislative Requirements

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

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

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

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

Required Form:

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

2. Living Wage Law

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

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

Required Forms:

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

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

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

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

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

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

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

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

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

Required Form:

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

4. Lawful Hiring of Employees Law

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

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

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

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

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

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

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

Required Forms:

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

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

5. Gratuities

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

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

6. Prohibition Against Contracting with Corporations that Reincorporate Overseas

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

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

7. Child Sexual Abuse Reporting Policy

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

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

8. Non Responsible Bidder

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

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

9. Use of Funds in Prosecution of Civil Actions Prohibited

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

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

10. Youth Sports

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

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

11. Work Experience Participation

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

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

12. Safeguarding Personal Information of Minors

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

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

13. Contract Agency Performance Measures and Reporting Requirements

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

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

14. Suffolk County Local Laws Website Address

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

End of Text for Article IV

Article V
General Fiscal Terms and Conditions

1. General Payment Terms

a. Presentation of Suffolk County Payment Voucher

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

b. Voucher Documentation

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

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

c. Payment by County

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

d. Budget Modification

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

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

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

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

e. Budget and/or Services Revisions

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

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

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

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

f. Taxes

(a) 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

- (b) 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.
- (c) 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) d. In the event the Contractor is a not-for-profit organization or unit of local government and expends five hundred thousand (\$500,000.00) dollars or more of Federal moneys, whether as a recipient expending awards received directly from Federal awarding agencies,

or as a 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) 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) 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) 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

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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

Budget

**Town of Riverhead
AAA Transportation Program
April 1, 2016 – March 31, 2017**

<u>PERSONNEL</u>	<u>\$8,016</u>
Drivers	8,016
<u>NET REIMBURSEMENT</u>	<u>\$8,016</u>

TOWN OF RIVERHEAD

Resolution # 715

AUTHORIZES PARKING LOT LEASE RIDER BETWEEN RIVERHEAD PARKING DISTRICT AND RIVERHEAD ENTERPRISES, LP, REGARDING PARKING LOTS CONTIGUOUS WITH 127 EAST MAIN STREET; 203-207 EAST MAIN STREET; 209 EAST MAIN STREET; 211 EAST MAIN STREET; 213 EAST MAIN STREET

Councilman Hubbard offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, Riverhead Enterprises, LP, (Landlord) owns, maintains and controls approximately 88 motor vehicle parking slots collectively contiguous to Landlord's commonly-owned buildings at 127 East Main Street, 600-129-1-14; 203-207 East Main Street, 600-129-1-17; 209 East Main Street, 600-129-1-18; 211 East Main Street, 600-129-1-19; and 213 East Main Street, 600-129-1-20, all in the Town of Riverhead (hereinafter collectively referred to as the "premises"); and

WHEREAS, the Landlord, and Riverhead Business Improvement District Management Association/Town of Riverhead (as co-tenants) executed a Parking Lot Lease regarding the aforementioned premises on or about November 1, 2015, with an effective term from November 1, 2015, to October 31, 2016, with an agreed-upon twelve-month total lease payment of \$5,000.00, payable in four quarterly payments of \$1,250.00 per quarter, incorporated by reference herein as if recited in its entirety; and

WHEREAS, on or about May 1, 2016, pursuant to demolition activity at Landlord's property at 203-207 East Main Street, Riverhead, the co-tenants effectively lost permanent and total access to approximately 44 motor vehicle parking slots of the approximately 88 motor vehicle parking slots previously leased from Landlord, which equates to a 50% loss of parking slots; and

WHEREAS, Landlord and co-tenants mutually agree that co-tenants are entitled to a 50% credit in lease payments, effective May 1, 2016, to the end of the lease term; and

WHEREAS, a 50% credit in lease payments from May 1, 2016, to the end of the term (October 31, 2016), equates to a remaining total adjusted lease payment of \$1,250.00, or \$625.00 per quarter for each of the two remaining quarters of the lease term; and

WHEREAS, the Landlord, Riverhead Business Improvement District Management Association, Inc. (BIDMA), and the Town of Riverhead mutually agree to rescind BIDMA and the Town of Riverhead as co-tenants and parties to the original Parking Lot Lease as executed on or about November 1, 2015, and substitute the Riverhead Parking District, as governed by the Riverhead Town Board, as the sole tenant, nunc pro tunc.

NOW THEREFORE BE IT RESOLVED, that the Riverhead Town Board approves rescission of BIDMA and the Town of Riverhead as co-tenants and parties in the original Parking Lot Lease as executed on or about November 1, 2015, and substitute the Riverhead Parking District, as governed by the Riverhead Town Board, as the sole tenant, nunc pro tunc.

NOW THEREFORE BE IT FURTHER RESOLVED, that the Town Board, as governing body of the Riverhead Parking District, approves authorization for the Town Supervisor to enter a Parking Lot Lease Rider agreement with Riverhead Enterprises, LP, amending original Parking Lot Lease to reflect a 50% credit in lease payments from May 1, 2016, to the end of the term (October 31, 2016), which equates to a remaining total adjusted lease payment of \$1,250.00, or \$625.00 per quarter for each of the two remaining quarters of the lease term; all other additional terms and conditions of the original Parking Lot Lease shall remain in full force and effect for the remaining term of the lease subject to the Riverhead Parking District now being the sole tenant; and be it further

RESOLVED, that all lease payments, regarding both the original parking lot lease and the parking lot lease rider shall be charges to the Riverhead Parking District; and be it further

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

PARKING LOT LEASE RIDER

THIS INDENTURE, made the 20th day September, 2016, among Riverhead Enterprises, LP, with offices at 375 Sunrise Highway, Suite 7, Lynbrook, New York, 11563 (hereinafter "Landlord") and the Riverhead Parking District, governed by the Riverhead Town Board, with offices at 200 Howell Avenue Riverhead, New York 11901, (hereinafter referred to as "Tenant")

WITNESSETH:

WHEREAS, Landlord owns, maintains and controls approximately 88 motor vehicle parking slots collectively contiguous to Landlord's commonly-owned buildings at 127 East Main Street, 600-129-1-14; 203-207 East Main Street, 600-129-1-17; 209 East Main Street, 600-129-1-18; 211 East Main Street, 600-129-1-19; and 213 East Main Street, 600-129-1-20, Town of Riverhead (hereinafter collectively referred to as the "premises").

WHEREAS, the Landlord, the Riverhead Business Improvement District Management Association, Inc., (BIDMA) and Town of Riverhead (co-tenants) executed a parking lot lease regarding the aforementioned premises on or about November 1, 2015, with an effective term from November 1, 2015, to October 31, 2016, with an agreed-upon twelve-month total lease payment of \$5,000.00, payable in four quarterly payments of \$1,250.00 per quarter, incorporated by reference herein as if recited in its entirety.

WHEREAS, on or about May 1, 2016, pursuant to demolition activity at

Landlord's property at 203-207 East Main Street, Riverhead, co-tenants effectively lost permanent and total access to approximately 44 motor vehicle parking slots of the approximately 88 motor vehicle parking slots previously leased from Landlord, which equates to a 50% loss of parking slots.

WHEREAS, Landlord and co-tenant mutually agree that co-tenants are entitled to a 50% credit in lease payments, effective May 1, 2016, to the end of the lease term.

WHEREAS, a 50% credit in lease payments from May 1, 2016, to the end of the term (October 31, 2016), equates to a remaining total adjusted lease payment of \$1,250.00, or \$625.00 per quarter for each of the two remaining quarters of the lease term.

WHEREAS, Landlord, the Riverhead Business Improvement District Management Association, Inc., (BIDMA), and the Town of Riverhead mutually agree to rescind BIDMA and the Town of Riverhead as co-tenants and parties to the original Parking Lot Lease as executed on or about November 1, 2015, and substitute the Riverhead Parking District, as governed by the Riverhead Town Board, as the sole tenant and party to the original Lease, nunc pro tunc.

THEREFORE, in mutual consideration, the parties hereby agree as follows:

- 1. The original Parking Lot Lease as executed on or about November 1, 2015, is hereby amended, nunc pro tunc, to reflect the rescission of the Riverhead Business Improvement District Management Association, Inc.,**

(BIDMA) and Town of Riverhead as co-tenants and contractual parties to the original Lease. In addition, the Riverhead Parking District, as governed by the Riverhead Town Board, is hereby added as a contractual party to the original Lease, nunc pro tunc, and hereby designated as the sole Tenant. The Riverhead Parking District shall be required to pay an amended total amount of \$1,250.00 for the two remaining quarters of the lease term to reflect a credit for a 50% loss of leased parking slots, with a payment of \$625.00 retroactively due on or about July 31, 2016, (3rd quarter), and a payment of \$625.00 due on or about October 31, 2016 (4th quarter), subject to Tenant receipt of a fully executed Landlord billing statement and attendant Town of Riverhead Claim Voucher regarding each payment request.

- 2. All of the other additional terms and conditions of the Parking Lot Lease as executed on or about November 1, 2015, shall remain in full force and effect for the remaining term of the lease absent further written amendment by all parties.**

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands and seals the day and year first above written.

Riverhead Enterprises, LP

By: **Sheldon Gordon**, Landlord
President of Alshel Realty Corp.,
General Partner and Managing Agent

RIVERHEAD PARKING DISTRICT

By: **Sean M. Walter**, Town Supervisor,
Tenant

**Riverhead Business Improvement District
Management Association, Inc.**

By: Steven Shauger, President

TOWN OF RIVERHEAD

Resolution # 716

AUTHORIZATION TO EXTEND CONTRACT NUNC PRO TUNC WITH WEDEL SIGN COMPANY, INC. FOR SIGNAGE FOR THE TOWN OF RIVERHEAD

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, pursuant to Resolution #260 adopted by the Town Board on April 15, 2014, the Town of Riverhead awarded the bid for Signage for the Town of Riverhead to Wedel Sign Company, Inc.; and

WHEREAS, the contract provided that the Town of Riverhead have the option of extending the contract term for three (3) additional one (1) year periods; and

WHEREAS, by Resolution #128 adopted by the Town Board on February 18, 2015, the Town of Riverhead extended the contract with Wedel Sign Company, Inc. for one (1) year expiring April 15, 2016; and

WHEREAS, the Purchasing Department has requested that the contract with Wedel Sign Company, Inc. be extended nunc pro tunc for one (1) year beginning April 15, 2016; and

WHEREAS, Wedel Sign Company, Inc. has agreed to extend the contract nunc pro tunc until April 15, 2017 for the original bid amounts under the same terms and conditions set forth in original contract.

NOW THEREFORE BE IT RESOLVED, the Town Board approves the extension of the contract nunc pro tunc with Wedel Sign Company, Inc. for one (1) year beginning April 15, 2016 for the original bid amounts under the same terms and conditions set forth in original contract; and be it further

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 717

**ADOPTS AMENDMENT TO SOCIAL MEDIA USE POLICY FOR THE
TOWN OF RIVERHEAD**

Councilman Wooten offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, the Town Board, by Resolution #647 adopted on August 16, 2016, adopted a Social Media Use Policy for the Town of Riverhead; and

WHEREAS, the Town Board desires to amend the current Social Media Policy for the Town of Riverhead regarding the application of the policy to outside entities that engage in co-sponsored events, services and/or projects with the Town and the parameters of same.

NOW THEREFORE BE IT RESOLVED that the Town Board of the Town of Riverhead hereby adopts the attached amended Social Media Use Policy for the Town of Riverhead regarding the additional underlined text material in paragraph no. 1; and be it further

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD SOCIAL MEDIA USE POLICY

1. PURPOSE AND APPLICATION

The purpose of this policy is to establish Town of Riverhead (Town) general standards and responsibilities for the acceptable use of social media. The policy governs the use, administration, management, monitoring, and retention of social media and social media content, consistent with Federal, State and Town laws and regulations, and Town and agency goals.

This policy applies to all uses of social media by all full-time and part-time Town employees, elected officials, Town contractors, Town consultants, Town vendors, Town interns, and Town volunteers who maintain, use, access or contribute content or maintain oversight responsibilities. This policy also applies to members of the public who comment or otherwise interact with the Town through its social media websites. In addition, this policy applies to Riverhead Business Improvement District Management Association, Inc. (BIDMA)/Town of Riverhead Business Improvement District co-sponsored events, services and/or projects, as well as all other Town co-sponsored events, services and/or projects. Such co-sponsoring entities, including BIDMA, shall designate a social media coordinator who shall be responsible for ensuring compliance with this policy, except all communications to such social media accounts may, but are not required to be, subject to pre-posting review.

All content created, received, transmitted, stored on, or deleted from Town information systems is exclusively the property of the Town or, to the extent provided by applicable law, of the person or entity that created or owns the copyright or trademark rights to that content.

2. BENEFITS OF SOCIAL MEDIA TOOLS

When used in accordance with applicable laws, regulations, and policies as well as prudent operational, security, and privacy considerations, Web-based social media tools can (at little to no cost):

- Enhance the speed, reach, and targeting of communications (particularly during disaster/emergency incidents);
- Facilitate collaboration;
- Improve information exchange between residents and employees;
- Increase citizen engagement and dialogue;
- Streamline processes;
- Foster productivity improvements; and
- Increase the Town's ability to broadcast messages to the widest possible audience.

3. DEFINITIONS

"**Social media**" means and includes but is not limited to internet technologies that facilitate and promote interactive communication, participation, and collaboration. Examples of social media include, but are not limited to, the web sites and applications: Facebook, LinkedIn, Twitter, Tumblr, Flickr, YouTube, Pinterest, Google+, Instagram and Vine, and the interactive tools and functions they provide to users.

"**Authorized social media user**" or "**authorized user**" means and includes any Town employee, elected officials, Town contractor, Town consultant, Town vendor, Town intern, and Town Volunteers responsible for the use, administration, management, monitoring, and/or retention of social media, social media tools or web sites, and/or social media content, in the name of or on behalf of the Town or any Town agency or department as authorized by the Riverhead Town Board or its designee(s).

"**Social media content**" means and includes any materials, documents, written characters, photographs, graphics, images, and other information that is created, posted, distributed, or transmitted using social media Internet sites or social media tools.

4. STANDARDS FOR USE OF SOCIAL MEDIA

All uses of social media on behalf of the Town or any Town agency or department, or in any manner that appears to represent the Town or constitute communication by the Town, must comply with the following standards.

a) Agencies and departments

- i) No agency or department may establish or use or terminate a social media identity, account, profile, page, or site (collectively, social media account(s) or account(s)) without the approval of the Riverhead Town Board or its designee(s).
- ii) Agency and department heads, with the approval of the Riverhead Town Board or designee(s), shall designate one or more agency or department employees to be the authorized social media user(s) for the agency or department. Only

the agency's or department's authorized social media user(s) shall be authorized to post social media content on the Town's social media account(s) and may have access to the Town's social media accounts that permit such posting.

- iii) Agency and departments heads shall establish a procedure for approving, prior to posting, and shall issue agency or department guidelines for all social media content that is posted on the agency's social media accounts, including the designation of one or more agency managers (who may also be agency authorized social media users) to be responsible for the approvals. All agency or department social media guidelines and policies must be consistent with this policy, and must be approved by the Riverhead Town Board or designee(s).
- iv) No information or link (hyperlink) to any Internet site or other materials or communications may be posted, or approved for posting, on an agency or department social media account that is not directly related (as determined by the agency or department head) to the services or objectives of the Town of Riverhead.
- v) Agency and/or department social media pages must clearly identify the pages as created and managed by the agency, department, office, commission, or agent of the Town of Riverhead.
- vi) Agency and/or department social media sites must prominently display on the first page accessible to site visitors, links to the Town's official internet website www.townofriverheadny.gov

b) Employees

- i) No Town employee, elected officials, Town contractors, Town consultants, Town vendors, Town interns, and/or Town volunteers may establish any social media account in the name of or on behalf of the Town or any Town agency or department unless: (1) the Riverhead Town Board or designee(s), and the user's agency or department head have all approved of the account; and (2) all information to be posted on the account is approved in accordance with Subsection a) above. This requirement applies regardless of whether the account is established, accessed, or used by means of Town information systems or by means of the employee's or others' information systems, and regardless of whether the account is established, accessed, or used from Town or non-Town owned, maintained, controlled or leased premises.
- ii) Social media accounts established by the Town or a Town agency or department are to be used for Town and agency/department official business purposes only. Communications and postings that are not directly related to a Town or agency/department official business purpose are prohibited.
- iii) Employees must report unauthorized uses of Town social media or Town social media accounts to the head of their agency, department, Town Board or designee(s).
- iv) Employees are expected to be attentive and careful in their use of social media. Employees should be aware that their use of social media may be perceived as representing the Town and Town government, and should tailor their use accordingly.
- v) **Acceptable Uses:** Authorized social media users may only transmit social media content related to official Town business including but not limited to the following subject matter: law enforcement activity, public safety, code enforcement, public service announcements, emergencies, legal matters including but not limited to federal, state and local law, rule or regulation; taxation, civic matters; Town-services, including parks/recreation/senior programs, activities and services, and employment/labor announcements. As well as marketing/promotional activities, programs, projects, events and services, as sponsored, co-sponsored, authorized and approved by the Riverhead Town Board.
- vi) **Unacceptable Uses:** The Town considers the activities and uses of social media listed below to be unacceptable and strictly prohibited. Employees are prohibited from engaging in any of the following uses on a social media account established by the Town or a Town agency or department.
 - i. Using social media in a manner that does not comply with federal, state, and local laws, rules and regulations, and with Town and agency/department policies.
 - ii. Using social media in a manner that:
 - 1. Violates the copyright, trademark, or other intellectual property rights of any person or entity, or otherwise violates their legal ownership interests;
 - 2. Includes ethnic or religious slurs, profanity, personal insults, misrepresentations; material that is harassing, defamatory, fraudulent or discriminatory; or other content or communications that would not be acceptable in a Town workplace under Town or agency/department policy or practice;
 - 3. Violates the terms of contracts governing the use of any social media content, including but not limited to, software and other intellectual property licenses;
 - 4. Displays sexually explicit images, cartoons, jokes, messages, or other material in violation of the Town Policy Preventing Sexual Harassment or Other Forms of Harassment in Town Government;
 - 5. Includes political activities defined as communication, verbal or otherwise, in active support of or opposition to a political party, a candidate for political office, a political group or entity, or a ballot measure or proposition.
 - 6. Contains confidential or "for official use only" information or information that compromises the security of Town networks or information systems. Official use only information or confidential information includes, but is not limited to, information that is protected under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or other federal, state, or local laws, rules and regulations (except as permitted under such

- laws and regulations), as well as social security numbers and other personally identifiable information;
7. Violates the terms of use governing the social media account.

This list is not exhaustive. Questions about particular uses of social media or particular social media content should be directed to the agency or department head or Riverhead Town Board or its designee(s).

- vii) **Personal social media accounts.** This policy is not intended to govern employees' establishment or use of personal social media accounts for personal purposes, outside the workplace and using non-Town information systems. However, some such personal uses of social media may reflect on the Town or appear to represent Town policy or to be on behalf of the Town. In addition, accessing and using personal social media accounts by means of Town information systems is subject to the Town computer policy. For these reasons, Town employees are expected to comply with all Town and agency/department policies, as well as the following standards, when using personal social media accounts.
 - i. Town employees have no right to privacy with respect to their personal use of social media or personal social media accounts accessed by means of Town information systems, or with respect to personal social media content so accessed. They should not expect or assume privacy or confidentiality with respect to any such personal social media use or social media content.
 - ii. Postings and user profiles on personal social media accounts must not state or imply that the views, conclusions, statements or other social media content are an official policy, statement, position, or communication of the Town of Riverhead, or represent the views of the Town or any Town officer or employee, unless the head of the user's agency/department or the Riverhead Town Board or its designee(s) have granted express permission for that user to do so.
 - iii. If a Town employee has not received such express permission, any user profile, biography, or posting on a personal social media account that identifies that person as a Town employee must include a qualifying statement in substantially the following form: "The views I express on this site are my own and do not reflect any official view or position of the Town of Riverhead."

c) Interactive Communications; Notices to Site Visitors

- i) A Town or agency/department social media site or page may be a "limited public forum" under the First Amendment of the U.S. Constitution if visitors to the site are able to post comments or other communications. Where permitted by the operator of the site, the comments and similar functions feature(s) shall be disabled on Town and agency/department social media pages, unless the agency/department head, or Riverhead Town Board or designee(s), determine that permitting or encouraging interactive communications with site users is necessary or warranted to carry out the official business objectives of the Town, agency or department in creating the site.
- ii) If interactive communications (e.g. comments) are permitted, terms of use for visitors to the site must be posted prominently on the site, unless prohibited by the terms of use governing the social media account or prevented by the site. The terms must include:
 - i. A clear description of the topics that the site is intended to address and that may be addressed in comments, with a statement that user postings will be removed if they are not directly related to those topics;
 - ii. Prohibited Communications:
 1. Communications posted by visitors on this site may not contain ethnic or religious slurs, profanity, personal insults; misrepresentations; material that is harassing, defamatory, inflammatory, fraudulent, discriminatory or sexually explicit; confidential communications including but not limited to contract negotiations or any material that infringes copyright, trademark or other intellectual property rights. All communications, including prohibited communications, shall be subject to pre-posting review as Town resources allow and may be denied and removed at any time without notice. In addition, any such site visitor disseminating such prohibited communications may be blocked from future access to the site on a temporary or permanent basis, in the sole discretion of the Riverhead Town Board or its designee(s).
 2. This site is not owned, controlled, or operated by the Town or the agency/department. Visitors to the site must comply with the terms of use and privacy policies of the site operator, and are subject to the site operator's practices regarding the collection and retention of passive information (e.g. cookies) and other information from and about visitors.
 3. Any advertisements appearing on the site are not controlled by the Town or the agency/department and do not reflect endorsement by the Town or agency/department.
 4. Opinions expressed by visitors to the site do not reflect an endorsement or opinion on the part of the Town or agency/department.
 5. All postings by visitors to the site may be retained by the Town, in its discretion and as required by applicable law or Town policy.
 6. All postings may be subject to the New York State Freedom of Information Law or other public records and disclosure laws, as well as discovery in litigation. This includes, but is not limited to, information made

- available through a user's privacy settings on their own social media and other Internet pages.
7. Visitors to the site should have no expectation of privacy or confidentiality with respect to any content they post to the site, and the Town and agency/department have no responsibility for maintaining any such privacy or confidentiality.
 8. All postings by visitors shall relate to the subject matter of the material published by the Town and shall be subject to removal in the event of non-compliance.
- iii) The content of communications posted by site users may not be edited or otherwise modified; removal is the only action that may be taken, and then only for communications that violate the terms of this section as stated above.

4.1 Information Requirements

Agency/department heads must submit a list of all social media accounts maintained by the agency or department to the Riverhead Town Board or its designee(s), including, at a minimum, the following information: (1) the name, hosting site and Internet address and date of inception for the account, and a statement of the purpose and scope of the agency's use of the account; (2) all user names, passwords, and other log-in credentials for the account; (3) all authorized social media users for the agency or department that have access to and/or responsibility for the account; and (4) the administrative contacts and contact information for the account. The agency or department head must promptly notify the Riverhead Town Board or its designee(s) of any changes in any of the foregoing, and of any new agency social media accounts or pages and any termination of accounts or pages.

Agency/department heads shall ensure that all agency/department-approved social media accounts and social media content are periodically reviewed for compliance with this policy. Agency/department heads are responsible for all social media content created, received, transmitted, stored, deleted, destroyed, and/or printed in the name of or on behalf of the Town or the agency/department.

4.2 Records Retention

Social media content is subject to any applicable Records Retention and Destruction Schedule established by the Town Clerk's Office or New York State law, rule or regulation, whether or not the social media content is currently posted on the agency's site(s). Agencies and departments are responsible for making and retaining such postings, as required by the Town's Records Retention and Destruction Schedule or applicable law, rule or regulation.

5 Compliance

Each Town agency/department head shall be responsible for enforcing compliance with this policy by agency/department employees.

Employees who violate this policy, may be subject to disciplinary action, up to and including termination of employment, in accordance with Federal and New York State law, rule or regulation, the disciplinary policies of the Town, and the terms of applicable collective bargaining agreements.

If a Town contractor or third party user knowingly or negligently commits or permits a material violation of this policy, the Town may terminate the applicable contract in accordance with its terms, and/or terminate the contractor's or third party user's access to Town information processing facilities, information systems, and information, in addition to any legal or remedial actions the Town may take to enforce and protect its interests.

6 Social Media Use Policy Amendment

The Town of Riverhead reserves the right to amend or modify the social media use policy at any time.

TOWN OF RIVERHEAD

Resolution # 718

AUTHORIZES TOWN CLERK TO PUBLISH AND POST A NOTICE OF PUBLIC HEARING TO CONSIDER A PROPOSED LOCAL LAW FOR AN AMENDMENT OF CHAPTER 301 ENTITLED, "ZONING AND LAND DEVELOPMENT" OF THE RIVERHEAD TOWN CODE

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Hubbard

RESOLVED, that the Town Clerk is hereby authorized to publish and post the attached public notice to consider a proposed local law for the amendment of Chapter 301 entitled, "Zoning and Land Development" of the Riverhead Town Code, once in the September 29, 2016 issue of the News-Review Newspaper, the newspaper hereby designated as the official newspaper for this purpose, and to post same on the signboard in Town Hall; and be it further

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD
PUBLIC NOTICE**

PLEASE TAKE NOTICE, that a public hearing will be held on the 18th day of October 2016 at 7:05 p.m. at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, to consider a proposed local law to amend Chapter 301 of the Riverhead Town Code entitled, "Zoning and Land Development" as follows:

Chapter 301: Zoning and Land Development
Article LIII: Subdivision Regulations

§301-284. Declaration of policy.

A. By the authority of the resolution of the Town Board of the Town of Riverhead adopted on January 28, 1948, and amended on September 19, 1978, pursuant to the provisions of Article 16 of the Town Law of the State of New York, the Planning Board of the Town of Riverhead is authorized and empowered to approve plats showing lots, blocks or sites, with or without streets or highways, and to approve preliminary plats within that part of the Town outside the limits of any incorporated city or village. The Planning Board is further authorized and empowered to approve the development of plats already filed in the office of the Suffolk County Clerk or Register of Suffolk County if such plats are entirely or partially undeveloped. It is declared to be the policy of the Planning Board to consider land subdivision plats as part of a plan for the orderly, efficient and economical development of the Town. This means, among other things, that land to be subdivided shall be of such character that it can be used safely for building purposes without danger to health or peril from fire, flood or other menace; that proper provision shall be made for drainage, water supply, sewerage and other needed improvements; that all proposed lots shall be as laid out and of such size as to be in harmony with the development pattern of the neighboring properties; that the proposed streets shall compose a convenient system conforming to the Official Map, if such exists, and shall be properly related to the proposals shown on the Master Plan, if such exists, and shall be of such width, grade and location as to accommodate the prospective traffic, to facilitate fire protection and to provide access of fire-fighting equipment to buildings; and that proper provision shall be made for open spaces for parks and playgrounds. In order that land subdivisions may be made in accordance with this policy, this Article, which shall be known as and which may be cited as the "Town of Riverhead Land Subdivision Regulations," has been adopted by the Planning Board and approved by the Town Board.

B. Notwithstanding the provision above, the Town Board shall be vested with such identical powers and authority as bestowed upon the Planning Board with respect to review and approval of plats showing lots, blocks and sites, be it related to major, minor or industrial subdivision of land, located within urban renewal designated areas pursuant to Article 15 of the General Municipal Law filed on or after the effective date of the adoption of this provision. To the extent the Town Board acts as the agency reviewing subdivision pursuant to this article of the Town Code, references to the "Planning Board" in connection with subdivision review shall be interpreted to mean the "Town Board." This provision, 301-284 (B) is adopted pursuant to the statutory authority/supersession provisions set forth Municipal Home Rule Law and is consistent with Article 15 and 15-A of the General Municipal Law and Chapter 423 of the Laws of 2013. It expressly supersedes any provisions of the Town Code of the Town of

Riverhead and Articles 4 and 16 of Town Law of the State of New York, including §§ 271, 276, 277, 278 and 279.

- Underline represents additions

Dated: Riverhead, New York
September 20, 2016

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

DIANE M. WILHELM, Town Clerk

TOWN OF RIVERHEAD

Resolution # 719

**AUTHORIZES TOWN CLERK TO PUBLISH AND POST A PUBLIC NOTICE
TO CONSIDER ADOPTING A LOCAL LAW TO OVERRIDE THE TAX
LEVY LIMIT ESTABLISHED BY AND SET FORTH IN ARTICLE TWO § 3-c OF
THE GENERAL MUNICIPAL LAW**

Councilman Hubbard offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, on June 24, 2011, the New York State Legislature enacted Chapter 97 of the New York State Laws of 2011, hereinafter referred to as "General Municipal Law Article Two § 3-c" or simply "General Municipal Law § 3-c ; and

WHEREAS, General Municipal Law § 3-c expressly authorizes local governments, such as the Town of Riverhead, to override the tax levy limit by the adoption of a local law approved by a vote of at least sixty percent (60%) of the total voting power of the Town Board for the Town of Riverhead; and

WHEREAS, at the request of the Town Board, the Office of the Town Attorney prepared a Local Law to Override the Tax Levy Limit established in General Municipal Law § 3-c for the budget year 2017.

NOW, THEREFORE, BE IT RESOLVED the Town Clerk be and is hereby authorized to publish the attached public notice to consider adopting a Local Law to Override the Tax Levy Limit established in General Municipal Law § 3-c once in the September 29, 2016 issue of the News-Review, the newspaper hereby designated as the official newspaper for this purpose, and post same on the sign board at Town Hall; and be it further

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD
PUBLIC NOTICE**

PLEASE TAKE NOTICE that a public hearing will be held before the Town Board of the Town of Riverhead, at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, on the 18th day of October, 2016 at 7:00 o'clock p.m. to consider a "Local Law to Override the Tax Levy Limit established by and set forth in General Municipal Law §3-c as follows:

A LOCAL LAW TO OVERRIDE THE TAX LEVY LIMIT ESTABLISHED BY AND SET FORTH IN GENERAL MUNICIPAL LAW § 3-c

Section 1. Legislative Intent

It is the intent of this Local Law to allow the Town of Riverhead to override the limit on the amount of real property taxes that may be levied by the Town of Riverhead, Suffolk County, New York pursuant to General Municipal Law § 3-c and to allow the Town of Riverhead, Suffolk County, New York to adopt a town budget for town purposes and any other special or improvement districts governed by the town board for the fiscal year 2017 that requires a real property tax levy in excess of the "tax levy limit" as defined by General Municipal Law § 3-c.

The Town of Riverhead is dependent upon the real property tax to fund town services and the Town does not have the authority to raise sales taxes or income taxes. The non-property tax revenues, sales taxes and New York State Aid to Municipality ("AIM") payments are subject to market fluctuations and the ability of federal, state and local governments to share revenue with the Town of Riverhead. While the Town of Riverhead has made significant efforts to reduce spending in an effort to avoid piercing the tax levy limit, the decline in revenue and depletion of available fund balance reserves in the general fund, together with the potential increase in costs to provide town services and fund town operations for 2017 will likely require adoption of a budget in excess of the tax levy limit.

Section 2. Authority

This local law adopted pursuant General Municipal Law § 3-c (5) which expressly authorizes a local government's governing body to override the tax levy limit by the adoption of a local law approved by a vote of sixty percent (60%) of the Town Board.

Section 3. Tax Levy Limit Override

The Town Board of the Town of Riverhead, County of Suffolk, is hereby authorized to adopt a budget for the fiscal year 2017 that requires a real property tax levy in excess of the limit established by and set forth in General Municipal Law § 3-c.

Section 4. Severability

If a court determines that any clause, sentence, paragraph, subdivision, or part of this local law or the application thereof to any person, firm or corporation, or circumstance is invalid or unconstitutional, the court's order or judgment shall not affect, impair, or invalidate the remainder of this local law, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, or part of this local law or in its application to

the person, individual, firm or corporation or circumstance, directly involved in the controversy in which such judgment or order shall be rendered.

Section 5. Effective date

This local law shall take effect immediately upon filing with the Secretary of State.

Dated: Riverhead, New York
September 20, 2016

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

TOWN OF RIVERHEAD

Resolution # 720

**APPROVES THE CHAPTER 255 APPLICATION OF SPORT CAR CLUB OF
AMERICA NEW YORK REGION
("Solo Driving Event")**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, on August 4 2016, Paul Vinas, on behalf of the Sports Car Club of America ("SCCA"), submitted a Chapter 255 Application for the purpose of conducting a "Solo Driving Event" having members participate by driving any type of car around a course marked by traffic cones, to be held on the westerly parking lot of Splish Splash Water Park, at 2549 Splish Splash Drive, Calverton, New York, on the following dates, between the hours of 7:00 a.m. and 4:00 p.m.:

Sunday, October 2, 2016
Sunday, October 9, 2016
Sunday, October 23, 2016; and

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

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

WHEREAS, the applicant has paid the associate Chapter 255 Application fee;
and

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

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

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby determines the action to be a "Type II" action under SEQRA 617.5 C(15); and be it further

RESOLVED, that the Chapter 255 Application of SCCA, for the purpose of conducting a "Solo Driving Event" having members participate by driving any type of car around a course marked by traffic cones, to be held on the westerly parking lot of Splish Splash Water Park, at 2549 Splish Splash Drive, Calverton, New York, on the

aforementioned dates, between the hours of 7:00 a.m. and 4:00 p.m., is hereby approved; and be it further

RESOLVED, that approval for this event shall be subject to Receipt of an Outdoor Public Safety Plan to be submitted to the Fire Marshal's Office **no later than September 28, 2016**; and be it further

RESOLVED, that this approval is subject to Riverhead Town Code Chapter 301 Article XLVIII entitled, "Signs" and any other section of the Riverhead Town Code that may apply to this event; and be it further

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

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to Sport Car Club of America New York Region, Attn: Paul Vinas, 11 Fairfax Drive, Farmingville, New York, 11738; 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

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 721

**RATIFIES AND APPROVES THE CHAPTER 255 APPLICATION OF
RIVERHEAD ELKS LODGE #2044
(Lawn Mower Races and Children's Bicycle Races)**

Councilman Wooten offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, on September 1, 2016, Theresa Hubbard, on behalf of the Riverhead Elks Lodge #2044 (Riverhead Elks), submitted a Chapter 255 Application for the purpose of conducting an event to include lawn mower races and children's bicycle races to be held at the Riverhead Elks Lodge located at 1239 East Main Street, Riverhead, New York, on the following dates, between the hours of 12:00 noon and 4:00 p.m.:

Sunday, September 11, 2016	Rain Date - Sunday, September 18, 2016
Sunday, October 30, 2016	Rain Date – Sunday, November 6, 2016
Sunday, November 20, 2016	Rain Date – Sunday, November 27, 2016

WHEREAS, the Riverhead Elks submitted and completed a Short Environmental Assessment Form pursuant to 6 NYCRR Part 617 identifying the potential adverse environmental impacts of the event; and

WHEREAS, the Riverhead Elks have requested the Chapter 255 Application fee for this event be waived due to their not-for-profit status; and

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

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

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby determines the action to be a "Type II" action under SEQRA 617.5 C(15); and be it further

RESOLVED that the Chapter 255 Application of the Riverhead Elks for the purpose of conducting an event to include lawn mower races and children's bicycle races to be held at the Riverhead Elks Lodge located at 1239 East Main Street, Riverhead, New York, on the aforementioned dates and times, is hereby approved subject to the conditions set forth herein; and be it further

RESOLVED, that this event shall be subject to the provisions of Chapter 205 (Alcoholic Beverages) of the Riverhead Town Code; and be it further

RESOLVED, that the sale and/or consumption of alcoholic beverages shall be strictly prohibited at this event; and be it further

RESOLVED, that there shall be no music played out of doors before 12:30 p.m. or after 5:30 p.m. on the day of the event, including music played from vehicles; and be it further

RESOLVED, that the applicant shall water down the lawnmower track area to prevent excessive dust from the lawnmower races; and be it further

RESOLVED, that due to the not-for-profit status of the applicant, the Town Board of the Town of Riverhead hereby waives the Chapter 255 Application fee; and be it further

RESOLVED, that this approval is subject to Riverhead Town Code Chapter 301 Article XLVIII entitled, "Signs" and any other section of the Riverhead Town Code that may apply to this event; and be it further

RESOLVED, that any necessary tent permits 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), the Fire Code of New York State and the Building Code of New York State; and be it further

RESOLVED, that should the conditions of this approval be violated that the Riverhead Police Department shall have the authority to revoke the permit and require the public to vacate the premises; and be it further

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to the Riverhead Elks Lodge #2044, 1239 E. Main Street, Riverhead, New York, 112551; and be it

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

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 722

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

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Hubbard

NOW THEREFORE BE IT RESOLVED, that the Town Board hereby ratifies the Memorandum of Agreement by and between the Civil Service Employees Association and the Town of Riverhead dated September 12, 2016 in relation to PERB Case No. U-35081, and be it further

RESOLVED, that the Town clerk is hereby directed to forward a copy of this resolution to the CSEA Unit President and the Town Attorney's Office.

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 723

**AUTHORIZES THE SUPERVISOR TO EXECUTE AN
AGREEMENT WITH BLACK WOMEN ENTERPRISES FOR
USE OF TOWN BOARD MEETING ROOM**

Councilman Hubbard offered the following resolution,

which was seconded by Councilman Dunleavy

NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Riverhead Agency hereby authorizes the Supervisor to execute an Agreement in substantially the form attached between the Town of Riverhead and Black Women Enterprises in connection with the utilization of Town of Riverhead Town Board meeting room for conducting a Workshop Series; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Black Women Enterprises, 730 Fulton Avenue, Hempstead, New York 11550, and the Community Development Department; and be it further

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD
200 Howell Avenue
Riverhead, New York 11901
(631) 727-3200

AGREEMENT

THIS AGREEMENT, made on the _____ day of September, 2016 by and between the TOWN OF RIVERHEAD, a municipal corporation with its principal place of business at 200 Howell Avenue, Riverhead, New York 11901 (hereinafter referred to as the ("Town")) and BLACK WOMEN ENTERPRISES, A 501(c)(3) Not-For-Profit Corporation having an address at 730 Fulton Avenue, Hempstead, New York 11550 (hereinafter referred to as the "BWE").

WITNESSETH

1. BWE is offering a free Entrepreneurial Workshop Series (EWS) from 11:30 a.m. to 1:30 p.m. on the following dates: September 23, 2016, October 28, 2016, November 18, 2016 and December 16, 2016.
2. The Town agrees to use of the Town Board meeting room by BWE for purposes of conducting the EWS on the dates set forth in paragraph 1 above at no cost to BWE.
3. The Company agrees to leave the Premises in good condition and order, and to use reasonable care to prevent damage to the Premises. Promptly following the expiration of the Term and, if applicable, promptly upon the completion of any additional use by us of the premises, but not later than three (3) business days after such expiration of the Term and completion of additional use, respectively, we shall remove from the Premises all structures, equipment and other materials placed thereon by us.
4. BWE shall indemnify and hold harmless the Town of Riverhead and their respective officers, employees, agents, representatives and officials from any and all suits, actions, damages, costs, loss or liability associated with the EWS and related activities described herein, including liability for damages to property or for injuries or death to persons which may arise from, or be attributable or incident to the use by BWE and its employees, agents, representatives and concessionaires, of the aforementioned premises. With respect to any suit or claim by the Town, whether under this indemnification provision or otherwise, BWE for itself, its agents, employees and representatives, hereby expressly waives any defense which might preclude or limit either enforcement of this indemnification clause or any reasonable attorney's fees incurred by the Town securing compliance with the provision of this indemnification agreement.

TOWN OF RIVERHEAD

BLACK WOMENS ENTREPRISES

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____



MISSION STATEMENT

The mission of BWE is to identify and remove the barriers that impede the success of Black women business owners from participating in government and private sector procurement. BWE promotes equal access to capital, educates, advocates, reverses industry trends that foster business failure, and serves as a referral resource and clearinghouse for all information related to businesses owned by Black women.

Although BWE's core mission is the advancement of the Black woman business owner, we do not discriminate.

All are welcome to join!



- Please participate in BWE's annual membership enrollment, Visit www.bwenewyork.org for membership advantages, new membership enrollment, and membership renewal.
- BWE is successfully fulfilling its mission, by actively serving the business community with valuable programs, entrepreneurial services & information, which aim to increase their bottom line.

Designed by 

ENTREPRENEURIAL WORKSHOP SERIES
BLACK WOMEN ENTERPRISES - BWE
730 FULTON AVENUE
HEMPSTEAD, LONG ISLAND, NEW YORK 11550



ENTREPRENEURIAL WORKSHOP SERIES

Assisting small businesses in identifying private and public sector procurement opportunities.

BLACK WOMEN ENTERPRISES - BWE
INCREASING BUSINESS GROWTH & DEVELOPMENT

730 Fulton Avenue
Hempstead, Long Island, New York 11550
Phone 516.485.5900 Fax 516.485.0423
www.bwenewyork.org
info@bwenewyork.org

ENTREPRENEURIAL WORKSHOP SERIES - EWS



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@BWE1993

Find us on
Facebook

ABOUT BWE's EWS

- The Entrepreneurial Workshop Series is a FREE program now entering its 16th year, with a strong dynamic economic impact on our members and the business community at large.
- EWS' featured speakers are selected from the corporate and government agencies that are committed to the success of the small business owner.
- EWS delivers a cultivating environment for networking, business education, and information exchange.
- EWS programs provide procurement/contract technical assistance for: RFP, RFQ, RFI and BID responses, MBE/WBE/DBE, Veteran Certification, Supplier/Vendor Registration, grant readiness and grant identification.
- EWS is actively committed to increasing access to capital opportunities by featuring the leaders and decision makers from the financial community as speakers to present various private and public sponsored small business loan programs.
- Visit www.bwenewyork.org to learn more about BWE's Entrepreneurial Workshop Series, business development programs, and special events.

BWE's PROGRAMS & SERVICES

- Entrepreneurial Workshop Series
- MBE/WBE/DBE Veteran Certification & Supplier/Vendor Registration Technical Support
- Business Development Webinars
- Annual Membership - Membership Advantages

BWE's PARTNERSHIPS & SPECIAL EVENTS

- September 14, 2016 - LI Community & Economic Development Conference
- October 5th & 6th 2016 - NYS MWBE Forum
- October 18th & 25th November 1st & 8th - NYCB Smart Money Series
- October 19th - 22nd - Bahamas 2016 International Women's Empowerment Summit
- November 15, 2016 - Nassau County Comptroller's MWBE Boot Camp

BWE IN PARTNERSHIP WITH LIDC/LISBAC

HOW TO REGISTER FOR EWS 2016

- Register online at www.bwenewyork.org
- Call BWE with your registration at 516.485.5900
- Complete the registration information: detach at the dotted line, fax, email, or snail mail back to BWE.
- You will receive an email confirmation from BWE.

Hempstead Public Library - Meeting Room

115 Nichols Court, Hempstead, Long Island, New York 11550
10:30 AM - 12:30 PM
 Thursday, September 22, 2016
 Thursday, October 13, 2016
 Thursday, November 10, 2016
 Thursday, December 8, 2016

Riverhead Town Hall - The Meeting Room

200 Howell Avenue, Riverhead, Long Island, New York 11901
11:30 AM - 1:30 PM
 Friday, September 23, 2016
 Friday, October 28, 2016
 Friday, November 18, 2016
 Friday, December 16, 2016

New York Community Bank Smart Money Series

NYCB Office, 41 Station Drive, Wyandanch, Long Island, New York 11798
8:30 AM - 10:00 AM
 Tuesday, October 18, 2016
 Tuesday, October 25, 2016
 Tuesday, November 1, 2016
 Tuesday, November 8, 2016

EWS PROGRAM SPONSORS



REGISTRANT INFORMATION *Please print*

NAME & TITLE _____

COMPANY _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

PHONE _____ FAX _____

EMAIL _____

Required

DONATION INFORMATION

I wish to support BWE with a special donation of \$_____.

METHOD OF PAYMENT *Please select from below*

CHECK Please make payable to "NYSABWEO" Inc."



NAME _____

As it appears on card

BILLING ADDRESS _____

CITY _____ STATE _____ ZIP _____

CREDIT CARD # _____

EXPIRATION _____ CVV# _____

CARDHOLDER _____

SIGNATURE _____



TOWN OF RIVERHEAD

Resolution # 724

AUTHORIZES THE SUPERVISOR TO EXECUTE AN AGREEMENT WITH CAN'T FORGET PRODUCTIONS LLC (NETFLIX) FOR USE OF TOWN OF RIVERHEAD PREMISES AND FOR POLICE DEPARTMENT PERSONNEL AND VEHICLES IN CONNECTION WITH A TELEVISION PRODUCTION

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, Can't Forget Productions LLC, as the production company for Netflix (hereinafter "Netflix") has expressed its desire to use property of the Town of Riverhead known as Iron Pier Beach parking lot, George Young Community Center, South Jamesport Avenue, North Railroad Avenue and South Railroad Avenue, all in Jamesport, for a television production entitled, "Friends From College"; and

WHEREAS, Netflix will also require the assistance and services of the Riverhead Police Department during the filming of the aforementioned television production.

NOW, THEREFORE, BE IT RESOLVED, that the Supervisor is hereby authorized to execute the attached Agreement with Netflix in substantially the form attached hereto; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Can't Forget Productions LLC, c/o Katrina Kitsis, c/o Silvercup Studios, 42-22 22nd Street, 3rd Floor, Long Island City, New York 11101, the Recreation Department, Police Department and Accounting Department; and be it further

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

AGREEMENT

PROPERTY OWNER:
TOWN OF RIVERHEAD

PROGRAM TITLE:
FRIENDS FROM COLLEGE

ADDRESS:
200 HOWELL AVENUE
RIVERHEAD, NY 11901
PHONE: (631)727-3200 x216
FAX: (631) 727-6152

PRODUCTION COMPANY:
CAN'T FORGET PRODUCTIONS LLC
(NETFLIX)

Your signature in the space provided below as owner or agent, will confirm the following agreement between Property Owner (hereinafter "Town") and Production Company ("Company") regarding our use of the Premises described below in connection with the production of the above television series hereinafter referred to as "Program". This agreement sets forth the entire understanding between Town and Company and may not be altered except by another written agreement signed by both Town and Company.

1. Town hereby grants to the above named Company exclusive right during the term hereof to enter upon and to utilize the premises described below and to bring onto the premises such personnel and equipment as the Company deems necessary, for and in connection with the production of the Program, upon the terms set forth herein. The Agreement allows the Company to enter upon the Premises (with personnel, materials, vehicles, and equipment), erect motion picture sets and place props thereon, conduct activities upon and, as applicable, photograph and record at the Premises (including, without limitations, to photograph and record both the real and personal property, all of the signs, displays, interiors, exteriors, and the like appearing therein.) Town also agrees, acting through the Riverhead Police Department to provide full time police officers, part-time police officers, traffic control officers and vehicles as more fully set forth below.
2. The term "the Premises" as used herein refers to the premises located at: **Iron Pier public beach parking lot and life guard building, George Young Community Center [one room and bathrooms], South Jamesport Avenue, North Railroad Avenue, South Railroad Avenue**; including the grounds at said address, together with access to and egress from said Premises.
3. The term hereof ("The Term") shall commence on **September 20, 2016** and shall continue until we have completed photography of the Program at the Premises, but not beyond **September 23, 2016**, unless the Term is modified by company due to weather conditions or changes in the production schedules. Production personnel may, prior to the commencement of the Term, enter, visit, storyboard, photograph or otherwise inspect the Premises to plan and set up for production without additional charge at reasonable times and with reasonable notice to the owner and/or agent.
4. Town hereby represents and warrants that:

- a) Town has the right authority to make and enter into this Agreement and to grant Company rights set forth herein;
 - b) That consent or permission of no other person, firm, or corporation is necessary in order to enable company to enjoy full rights to the use of the Premises as outlined herein;
 - c) Town will take no action, nor allow or authorize any third party to take any action which might interfere with the full use and enjoyment of the Premises by Company as outlined herein; and
 - d) That there are no outstanding contracts or commitments of any kind which conflict with this Agreement or may limit, restrict or impair Company's use and enjoyment of the Premises or the rights granted to Company hereunder.
5. As compensation for the use of the Premises and for utilization of Riverhead Police Department personnel/vehicles, Company shall pay Town the sum of **Eight Thousand two hundred thirty and 00/100 (\$8,230.00) for prep, shoot and wrap**, which sum is calculated as follows and based on the following:
- a) The sum of **One thousand and 00/100 USD (\$1,000.00)** for use of the premises at Iron Pier Beach parking lot, including access to life guard building, commencing at 7:00 a.m. on September 20, 2016 and continuing therefrom through September 23, 2016 to 9:00 p.m.;
 - b) The sum of **Five hundred and 00/100 USD (\$500.00)** for use of the premises at South Jamesport Avenue, North Railroad Avenue and South Railroad Avenue on September 21, 2016 for the hours of 10:30 a.m. to 2:30 p.m. and on September 22, 2016 for the hours of 11:00 a.m. to 7:00 p.m.;
 - c) The sum of **Two hundred fifty and 00/100 USD (\$250.00)** for use of one room and bathroom facilities at George C. Young Community Center on September 22, 2016 for the hours of 11:00 a.m. to 7:00 p.m.;
 - d) The sum of **Six thousand four hundred eighty and 00/100 USD (\$6,480.00)** for use of four (4) full-time police officers and four (4) police vehicles on September 21, 2016 for the hours of 10:30 a.m. to 2:30 p.m. and four (4) full-time police officers and four (4) police vehicles on September 22, 2016 for the hours of 11:00 a.m. to 7:00 p.m. to control traffic and otherwise assist Company with location shoot at South Jamesport Avenue, North Railroad Avenue and South Railroad Avenue. The hourly rate agreed upon is as follows: (i) \$125 per hour per police officer and (ii) \$10 per hour per police car.
6. If following the Term Company requires use of the Premises for additional use in connection with the Photoplay, you shall permit Company to re-enter upon and again utilize the premises for such purpose. The dates for such additional use shall be subject to your approval, which approval you, or any subsequent owners, shall not unreasonably withhold. If Company utilizes the Premises for additional filming, Company shall pay you according to the schedule in Paragraph 5. Above.

7. Nothing herein shall obligate us to photograph, to use such photography, or to otherwise use the Premises, but we reserve the right to complete any photography or other recordings commenced on the Premises. We shall have the right to photograph, record and depict the Premises and/or any part or parts thereof, accurately or otherwise, as we may choose, using and/or reproducing the actual name, signs, logos, trademarks and other identifying features thereof and/or without regard to the actual appearance or name of the Premises or any part or thereof, in connection with the Program and any other photoplay produced by us or by others. Company shall have the right to construct a set duplicating all or any part of the premises (including, but not limited to, any signs and the interiors of said Premises) for the purpose of completing scheduled work, or for filming retakes, added scenes, advertisements or promotions.
8. The Company agrees to leave the Premises in as good condition as received, reasonable wear and tear excluded, and to use reasonable care to prevent damage to the Premises. Promptly following the expiration of the Term and, if applicable, promptly upon the completion of any additional use by us of the premises, but not later than three (3) business days after such expiration of the Term and completion of additional use, respectively, we shall remove from the Premises all structures, equipment and other materials placed thereon by us.
9. Company agrees to hold you harmless and to indemnify you for damage to the Premises and property located thereon and for personal injury occurring on the Premises caused by Company and from any and all liability and loss which you may incur by reason of any accidents, injuries, death or other damage to the Premises directly caused by our negligence in connection with our use of the Premises except as caused by your negligence or intentional misconduct. In connection therewith, you agree to submit to us in writing, within five (5) days after the expiration of the Term (including any additional use by us of the Premises) a detailed listing of all claimed property damage or personal injuries for which we are responsible, and you shall permit our representatives to inspect the property so damaged.
10. The undersigned hereby agrees to indemnify and hold Company, its licensees, successors, assigns, its and their employees, agents, officers, and suppliers free and harmless from and against any and all loss, costs, liability, damages, claims, demands, action or cause of action, and expenses (including, but not limited to, attorneys' fees) of any nature arising from, growing out of, or concerning: (a) any breach of agent or owner of any of the above warranties or any provision of this Agreement; and (b) any accidents, injuries, death or other damage directly caused by the negligence of the agent or owner of the Premises. You waive all claims against Company for special, indirect or punitive damages.
11. The Company will be responsible for providing commercial general liability insurance in the amount of not less than \$2,000,000.00 with a company or companies reasonably satisfactory to the Town. The Company shall provide certificate(s) of the foregoing insurance, showing the Town of Riverhead as additional insured to the extent of their interest

12. You hereby acknowledge that neither you nor any owner or tenant, or other party now or hereafter having an interest in said Premises, has any interest in our photography or recording on or of the Premises, nor any right of action against us or any other party arising out of any use of said photography. You hereby grant to us, our successors and assigns the irrevocable and perpetual right, worldwide, in any manner and in any media to use and exploit the films, photographs, and recordings made of or on the Premises in connection with the Photoplay in such manner and to such extent as Company desires in its sole discretion. Company and its licensees, assigns and successors shall be the sole and exclusive owner of all rights of whatever nature, including all copyrights, in and to all films, photographs and recordings made on or of the premises, in perpetuity throughout the universe.
13. Your sole right as to any breach or alleged breach hereunder by us shall be the recovery of money damages, if any, and the rights herein granted by you shall not terminate by reason of such breach. In no event may you terminate this agreement or obtain injunctive or other equitable relief with respect to any breach of our obligations hereunder.

Very truly yours,

CAN'T FORGET PRODUCTIONS LLC

By: _____

Title: _____

APPROVED AND ACCEPTED:

Property Owner (TOWN OF RIVERHEAD)
By: Sean M. Walter, Supervisor

SS# or Fed. I.D. #

TOWN OF RIVERHEAD

Resolution # 725

**AUTHORIZES THE RELEASE OF SECURITY OF RIVERHEAD CEMENT BLOCK
COMPANY INC , DRAINLAYER FOR RIVERHEAD SEWER DISTRICT**

Councilman Wooten offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, Riverhead Cement Block Company Inc. has advised the Sewer District that they will no longer be performing drain work within the Town of Riverhead and further requests the release of their security previously posted.

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby authorizes the release of the security posted by Riverhead Cement Block Company Inc. in the amount of \$5,000.00; and further

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to Riverhead Cement Block Company Inc., P.O. Box 707, 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

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 726

ACCEPTS PERFORMANCE SECURITY OF MANZI HOMES EAST, LLC
("OLD ORCHARD AT BAITING HOLLOW" RESIDENTIAL SUBDIVISION)

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Hubbard

WHEREAS, pursuant to Resolution #2016-0029, dated April 7, 2016, and further amended by Resolution #2016-0063, dated July 7, 2016, the Riverhead Planning Board did conditionally approve the major subdivision application of Manzi Homes for a residential subdivision entitled "Old Orchard at Baiting Hollow", located on the south side of Youngs Avenue, between Mastro Road and Osborne Avenue, Baiting Hollow, New York, further described as Suffolk County Tax Map #0600-80-2-2.1, having one of the conditions being the submission of performance security to ensure the completion of improvements within said subdivision; and

WHEREAS, in accordance with Subdivision Memorandum of Vincent A. Gaudiello, PE., dated July 6, 2016, it has been determined that performance security in the amount of \$1,320,000.00 be posted to ensure the completion of improvements contained within said subdivision; and

WHEREAS, Manzi Homes East, LLC submitted Bridgehampton National Bank Irrevocable Letter of Credit No. 170000540 in the amount of One Million Three Hundred Eighty-Two Thousand Dollars (\$1,382,000.00), containing a provision of an automatic one-year extension clause, and having an expiration date of July 22, 2018; and

WHEREAS, the Town Attorney has reviewed said security and deems it to be sufficient in its form.

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby accepts the aforementioned performance security in the sum of One Million Three Hundred Eighty-Two Thousand Dollars (\$1,382,000.00) naming the Town of Riverhead as beneficiary; and be it further

RESOLVED, that the Town Clerk of the Town of Riverhead is hereby authorized to forward a copy of this resolution to Charles Cuddy, Esq, as Attorney for Manzi Homes East, LLC, P.O. Box 1547, Riverhead, New York 11901 and Bridgehampton National Bank, Attn: Kimberly Cioch, V.P., 15 Frowein Road, Suite A-3, Center Moriches, New York 11934; and be it further

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 727

**ORDER ESTABLISHING EXTENSION NO. 62R –
OLD ORCHARD SUBDIVISION AT BAITING HOLLOW, NY
RIVERHEAD WATER DISTRICT**

Councilman Hubbard offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, a map and plan detailing the proposed Extension 62R – Old Orchard Subdivision at Baiting Hollow, New York, has been prepared by H2M, consulting engineers to the Riverhead District, which recommends the approval of the proposed extension; and

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

WHEREAS, the boundary of said extension is set forth fully in the attached Exhibit A; and

WHEREAS, all costs associated with this extension shall be borne by the petitioner and all key money fees will be assessed at such time when the properties included in the extension request to be serviced by the District; and

WHEREAS, the estimated cost of construction of the extension of \$490,500 shall be deposited by petitioner as required; and

WHEREAS, the Town Board held a public hearing on the 7th day of September, 2016 regarding this proposed extension, wherein all persons wishing to be heard were heard.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Riverhead, as governing body of the Riverhead Water District, hereby approves Extension No. 62R to the Riverhead Water District, Old Orchard Subdivision at Baiting Hollow, NY, subject to the following conditions:

1. Estimated cost of construction of the extension of \$490,500 shall be posted with the Town of Riverhead Financial Administrator; and
2. Assessed key money fees of the properties included in the extension in the amount of \$163,404 shall be posted with the Town of Riverhead Financial Administrator; and
3. Any additional monies required for the cost of construction will be the obligation of the petitioner and no district funds shall be expended for the extension; and

4. A grant of a sub-surface easement to the Riverhead Water District covering all locations of the proposed water main installation, and be it further

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

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

BY ORDER OF THE RIVERHEAD
TOWN BOARD

DIANE M. WILHELM, TOWN CLERK

Dated: September 20, 2016
Riverhead, NY

AGREED TO AND ACCEPTED BY:

Name:
Title:

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 728

**RESCINDS RES. #633 OF 2016 (DENIES CHAPTER 255 "SPECIAL EVENTS"
APPLICATION OF STARFISH JUNCTION PRODUCTIONS LLC
"LONG ISLAND POTATO FESTIVAL") AND APPROVES THE CHAPTER 255
"SPECIAL EVENTS" APPLICATION OF STARFISH JUNCTION PRODUCTIONS LLC
"LONG ISLAND POTATO FESTIVAL" - October 2, 2016)**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, on August 28, 2016, Andrew Calimano Jr., on behalf of Starfish Junction Productions LLC, submitted a Chapter 255 Application for the purpose of conducting an event entitled "Long Island Potato Festival", a festival celebrating all things potato related, to include food and craft sales, musical entertainment, carnival rides and the sale and service of alcoholic beverages, having an expected total daily attendance of 1,000 attendees, to be held at Long Island Sports Park, f/k/a Calverton Links, located at 149 Edwards Avenue, Calverton, New York on Sunday, October 2, 2016, between the hours of 11:00 a.m. and 4:00 p.m.; and

WHEREAS, Starfish Junction Productions LLC has completed and filed a Short Environmental Assessment Form in accordance with 6 NYCRR 617.6(b); and

WHEREAS, the Town Board of the Town of Riverhead has declared itself "Lead Agency" in accordance with 6 NYCRR 617; and

WHEREAS, the applicable Chapter 255 Application fee has been paid for this event; and

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

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

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

RESOLVED that the Chapter 255 Application of Starfish Junction Productions LLC for the purpose of conducting an event entitled "Long Island Potato Festival", a festival celebrating all things potato related, to include food and craft sales, musical entertainment, carnival rides and the sale and service of alcoholic beverages, having an expected total daily attendance of 1,000 attendees, to be held at Long Island Sports Park, f/k/a Calverton Links, located at 149 Edwards Avenue, Calverton, New York on

Sunday, October 2, 2016, between the hours of 11:00 a.m. and 4:00 p.m., is hereby approved; and be it further

RESOLVED, that approval for this event shall be subject to:

- Receipt of required Suffolk County Department of Health permit(s), including the Vendors Temporary Food Service Permit(s);
- Receipt of required Public Gathering/Emergency Medical Services (EMS) permit(s);
- Receipt of any permits as may be required by the New York State Department of Labor;
- Receipt of an Outdoor Public Safety Plan to be submitted to the Fire Marshal's Office;
- Receipt of a certificate of insurance evidencing acceptable liquor liability insurance coverage to the satisfaction of the Riverhead Town Attorney;
- Receipt of a certificate of insurance evidencing acceptable general liability insurance coverage from the midway (carnival rides) company to the satisfaction of the Riverhead Town Attorney;

and be it further

RESOLVED, that all of the above permits and insurance are to be received **no later than September 23, 2016**; and be it further

RESOLVED, that this event shall take place on the exterior grounds only, and shall not include use of any of the structures situate on the subject premises; and be it further

RESOLVED, that this approval is subject to Riverhead Town Code Chapter 301 Article XLVIII entitled, "Signs" and any other section of the Riverhead Town Code that may apply to this event; and be it further

RESOLVED, that the necessary tent permits must be obtained and any tent installations and all electric shall comply with the applicable provisions 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 be it further

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to Starfish Junction Productions LLC, 226 North Fehr Way, Bay Shore, New York, 11706; 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

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

TOWN OF RIVERHEAD

Resolution # 729

RESCINDS RES. #635 OF 2016 (DENIES CHAPTER 255 “SPECIAL EVENTS” APPLICATION OF STARFISH JUNCTION PRODUCTIONS LLC “POUR THE CURE: HARD CIDER FESTIVAL – LONG ISLAND”) AND APPROVES THE CHAPTER 255 “SPECIAL EVENTS” APPLICATION OF STARFISH JUNCTION PRODUCTIONS LLC “POUR THE CURE: HARD CIDER FESTIVAL – LONG ISLAND” - October 1, 2016)

Councilman Wooten offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, on August 28, 2016, Andrew Calimano Jr., on behalf of Starfish Junction Productions LLC, submitted a Chapter 255 Application for the purpose of conducting an event entitled “Pour The Cure: Hard Cider Festival – Long Island”, a festival celebrating all things cider related with hard cider tasting, to include food and craft sales, musical entertainment, carnival rides and the sale and service of alcoholic beverages, having an expected total daily attendance of 1,000 attendees, to be held at Long Island Sports Park, f/k/a Calverton Links, located at 149 Edwards Avenue, Calverton, New York on Saturday, October 1, 2016, between the hours of 12:30 p.m. and 4:00 p.m.; and

WHEREAS, Starfish Junction Productions LLC has completed and filed a Short Environmental Assessment Form in accordance with 6 NYCRR 617.6(b); and

WHEREAS, the Town Board of the Town of Riverhead has declared itself “Lead Agency” in accordance with 6 NYCRR 617; and

WHEREAS, the applicable Chapter 255 Application fee has been paid for this event; and

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

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

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

RESOLVED that the Chapter 255 Application of Starfish Junction Productions

LLC for the purpose of conducting an event entitled “Pour The Cure: Hard Cider Festival – Long Island”, a festival celebrating all things cider related with hard cider tasting, to include food and craft sales, musical entertainment, carnival rides and the sale and service of alcoholic beverages, having an expected total daily attendance of 1,000 attendees, to be held at Long Island Sports Park, f/k/a Calverton Links, located at 149 Edwards Avenue, Calverton, New York on Saturday, October 1, 2016, between the hours of 12:30 p.m. and 4:00 p.m., is hereby approved; and be it further

RESOLVED, that approval for this event shall be subject to:

- Receipt of required Suffolk County Department of Health permit(s), including the Vendors Temporary Food Service Permit(s);
- Receipt of required Public Gathering/Emergency Medical Services (EMS) permit(s);
- Receipt of any permits as may be required by the New York State Department of Labor;
- Receipt of an Outdoor Public Safety Plan to be submitted to the Fire Marshal’s Office;
- Receipt of a certificate of insurance evidencing acceptable liquor liability insurance coverage to the satisfaction of the Riverhead Town Attorney;
- Receipt of a certificate of insurance evidencing acceptable general liability insurance coverage from the midway (carnival rides) company to the satisfaction of the Riverhead Town Attorney;

and be it further

RESOLVED, that all of the above permits and insurance are to be received **no later than September 23, 2016**; and be it further

RESOLVED, that this event shall take place on the exterior grounds only, and shall not include use of any of the structures situate on the subject premises; and be it further

RESOLVED, that this approval is subject to Riverhead Town Code Chapter 301 Article XLVIII entitled, “Signs” and any other section of the Riverhead Town Code that may apply to this event; and be it further

RESOLVED, that the necessary tent permits must be obtained and any tent installations and all electric shall comply with the applicable provisions 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 be it further

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to Starfish Junction Productions LLC, 226 North Fehr Way, Bay Shore, New York, 11706; 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

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 730

RATIFY RESOLUTION TO AUTHORIZE THE TOWN CLERK TO FORMALLY REQUEST THAT THE SUFFOLK COUNTY BOARD OF ELECTIONS RENUMBER THE PROPOSITIONS TO APPEAR ON THE NOVEMBER 2016 BALLOT

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Hubbard

WHEREAS, pursuant to and consistent with provisions of New York State Town Law, Town Law § 30, the Town Clerk has custody of all the records, books and papers of the town and keep a complete and accurate record of the proceedings of each meeting, and of all resolutions, local laws, and propositions; and

WHEREAS, pursuant to provisions of Town Law and Municipal Home Rule Law, the Town Clerk shall file and number local laws and ballot propositions with the Secretary of State and/or Board of Elections, as the case may be, in consecutive order within the statutory defined time parameters; and

WHEREAS, the Town Board of the Town of Riverhead adopted two local laws subject to mandatory referendum such that the Town Clerk was required to and did file the abstracts, together with the propositions, to the Suffolk County Board of Elections in the consecutive order such that the ballot proposition numbering reflected the order of adoption of each local law; and

WHEREAS, the Town Board seeks to unify the numbering of the proposition for amendment to the Community Preservation Fund for all east end towns and requests that the Town Clerk formally request that the Suffolk County Board of Elections renumber the propositions to appear on the November 2016 ballot such that:

Proposition No. 1 read "Shall a Local Law entitled 'A LOCAL LAW amending Chapter 221 (Community Preservation; Open Space) of the Town Code of the Town of Riverhead, (1) in relation to extending the effective date of the real estate transfer tax imposed to benefit the Town Community Preservation Fund until December 31, 2050 and (2) authorizing the use of a portion of such Town Community Preservation Fund, not to exceed 20%, for water quality improvement projects' BE APPROVED? "; and

Proposition No. 2 read "Shall a Local Law of 2016, entitled a 'Local Law to Increase the Term of Office of the Town Supervisor from Two Years to Four Years' be approved?"

NOW THEREFORE BE IT RESOLVED, that the Town Board hereby directs the Town Clerk to formally request that the Suffolk County Board of Elections renumber the propositions to appear on the November 2016 ballot such that:

Proposition No. 1 read “Shall a Local Law entitled ‘A LOCAL LAW amending Chapter 221 (Community Preservation; Open Space) of the Town Code of the Town of Riverhead, (1) in relation to extending the effective date of the real estate transfer tax imposed to benefit the Town Community Preservation Fund until December 31, 2050 and (2) authorizing the use of a portion of such Town Community Preservation Fund, not to exceed 20%, for water quality improvement projects’ BE APPROVED? “; and

Proposition No. 2 read “Shall a Local Law of 2016, entitled ‘Local Law to Increase the Term of Office of the Town Supervisor from Two Years to Four Years’ be approved?”; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this Resolution to Suffolk County Board of Elections, Yaphank Avenue, P.O. Box 700 Yaphank, New York 11980-0700; and be it further

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 731

PAYS BILLS

Councilman Hubbard offered the following resolution,

which was seconded by Councilman Dunleavy

ABSTRACT #16-18 September 14, 2016 (TBM 09/20/16)			
			Grand
Fund Name	Fund	Ckrun	Totals
GENERAL FUND	1	1,103,337.56	1,103,337.56
POLICE ATHLETIC LEAGUE	4	135.00	135.00
RECREATION PROGRAM FUND	6	6,143.86	6,143.86
HIGHWAY FUND	111	104,379.43	104,379.43
WATER DISTRICT	112	187,294.64	187,294.64
RIVERHEAD SEWER DISTRICT	114	237,278.27	237,278.27
REFUSE & GARBAGE COLLECTION DI	115	90.00	90.00
STREET LIGHTING DISTRICT	116	42,235.52	42,235.52
PUBLIC PARKING DISTRICT	117	2,297.23	2,297.23
AMBULANCE DISTRICT	120	6,652.71	6,652.71
EAST CREEK DOCKING FACILITY FU	122	2,294.60	2,294.60
CALVERTON SEWER DISTRICT	124	2,476.11	2,476.11
RIVERHEAD SCAVENGER WASTE DIST	128	19,685.17	19,685.17
WORKERS' COMPENSATION FUND	173	8,900.58	8,900.58
TOWN HALL CAPITAL PROJECTS	406	40.00	40.00
RIVERHEAD SEWER CAPITAL PROJEC	414	122,645.95	122,645.95
TRUST & AGENCY	735	690,280.74	690,280.74
CALVERTON PARK - C.D.A.	914	5,616.35	5,616.35
TOTAL ALL FUNDS		2,541,783.72	2,541,783.72

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted