

**RESOLUTION LIST  
MAY 21, 2014**

- Res. #354 Riverhead Highway District 2013 Capital Projects Closure**
- Res. #355 2013 Workers Compensation Budget Adjustment**
- Res. #356 2014 Chips Road Resurfacing Improvement Project Budget Adoption**
- Res. #357 Community Development Agency Budget Adjustment**
- Res. #358 Ratifies the Appointment of a Student Intern in the Accounting Department (Kate Boden)**
- Res. #359 Ratifies the Appointment of a Student Intern in the Accounting Department (Marisa James)**
- Res. #360 Stoneleigh Retirement Community – Phase III Water Ext. Capital Project Budget Adjustment**
- Res. #361 Authorizes Funding Application to New York State to Support a Suffolk County Regional Agritourism Visitors Center**
- Res. #362 Authorizes Funding Application to USDA to Support a Suffolk County Regional Agritourism Visitors Center**
- Res. #363 Authorizes the Supervisor to Execute Grant Extension to Suffolk County Grant Contract for East End Arts Site Renovation**
- Res. #364 Ratifies the Appointment of a Part-Time Maintenance Mechanic I to the Seniors Program**
- Res. #365 Authorization to Publish Advertisement for 2004 Used Pickup Truck for the Town of Riverhead**
- Res. #366 Appoints a Seasonal Assistant Beach Manager to the Recreation Department (Amelia Czelatka)**
- Res. #367 Appoints Seasonal Beach Attendants to the Recreation Department**
- Res. #368 Appoints Seasonal Lifeguards to the Recreation Department**
- Res. #369 Appoints a Seasonal Beach Manager to the Recreation Department (Elizabeth Flood)**
- Res. #370 Sets the Fees for Usage of Recreation and Other Town Facilities**
- Res. #371 Appoints Seasonal Water Safety Instructors to the Recreation Department**

- Res. #372** Authorizes the Riverhead Recreation Department to Secure Partnerships with Sponsors for the Financial Benefit of the Department's Programs, Facilities and Services
- Res. #373** Authorizes the Supervisor to Execute an Agreement with the Riverhead Tomcats
- Res. #374** Adopts a Local Law Enacting Article V. of Chapter 37 Entitled "Retirement" of the Riverhead Town Code
- Res. #375** Appoints Miranda, Sambursky, Slone, Sklaren, Verveniotis, LLP as Special Counsel in the Matter of Michael A. Maffia v. Town of Riverhead
- Res. #376** Authorizes the Supervisor to Execute an Agreement Authorizing the Town to Accept Funds from Suffolk County Office for the Aging for the Purpose of Supplementing the Town's Wellness in Nutrition Program
- Res. #377** Authorization to Publish Notice of the Public Presentation of the Town of Riverhead's Annual MS4 Stormwater Certification Report
- Res. #378** Authorizes Payment to Apple Honda
- Res. #379** Declares Campo Brothers in Default in Connection with the Subdivision Entitled "Cedar Cove"
- Res. #380** Determines that the Real Property Located at 200 Meeting House Creek Road, Riverhead, New York, also Known as Suffolk County Tax Map No. 600-86-2-25.3, is Unsightly and/or an Environmental Public Nuisance Whereby Such Conditions May Cause a Fire Hazard, Create a Nuisance, Obstruct Visibility or Furnish a Potential Harborage or Breeding Place for Disease-Carrying Animals, Insects, Arthropods or Snakes and Directs the Engineering Department to Facilitate Abatement and Remediation of Such Condition(s) on Such Real Property
- Res. #381** Grants Special Use Permit Petition of 626 West Main Street Realty, LLC to Demolish and Reconstruct Existing Gas Station (626 West Main Street, Riverhead)
- Res. #382** Authorizes Town Clerk to Publish and Post Public Notice to Consider a Local Law to Amend Chapter 108 of the Riverhead Town Code Entitled "Zoning" (§108-3 Definitions)
- Res. #383** Authorizes Town Clerk to Publish and Post Public Notice to Consider a Local Law to Amend Chapter 108 Entitled "Zoning" of the

**Riverhead Town Code (§108-266 Business Center (BC) Zoning Use District; Restaurant – Drive In, Curbside)**

- Res. #384** Authorizes Town Clerk to Publish and Post a Public Notice to Consider a Local Law to Amend Chapter 47 Entitled “Bays and Creeks” of the Riverhead Town Code
- Res. #385** Authorizes Town Clerk to Publish and Post a Public Notice to Consider a Local Law to Amend Chapter 107 Entitled “Tidal and Freshwater Wetlands” of the Riverhead Town Code
- Res. #386** Authorizes Town Clerk to Publish and Post a Public Notice to Consider a Local Law to Amend Chapter 12 Entitled “Coastal Erosion Hazard Areas” of the Riverhead Town Code
- Res. #387** Approves Chapter 90 Application of Willie B’s BBQ Catering
- Res. #388** Order Establishing Lateral Water Main of Riverhead Water District for Proposed Subdivision of Kristi Rose Court
- Res. #389** Awards Bid – Installation of Water Mains & Appurtenances – Kristi Rose Court Riverhead Water District
- Res. #390** Awards Bid for Well & Pump Service for the Riverhead Water District
- Res. #391** Authorization to Publish Advertisement for Lubricant Items for the Town of Riverhead
- Res. #392** Authorizes Nelson, Pope & Voorhis, LLC, (NPV) to Move Forward with Marketing Portion of BOA Grant
- Res. #393** Authorizes Suspension of Enforcement of Riverhead Town Code Chapter 46-3 Regarding the Weekly Saturday Farmer’s Market from May 24, 2014 to November 1, 2014, as Co-Sponsored with the Riverhead Business Improvement District Management Association, Inc., in the Riverhead Parking District, Riverfront Parking Lot
- Res. #394** Authorization to Re-Publish Advertisement for Fertilizer & Lawn Chemicals
- Res. #395** Pays Bills

TOWN OF RIVERHEAD

Resolution # 354

**RIVERHEAD HIGHWAY DISTRICT**  
**2013 CAPITAL PROJECTS CLOSURE**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, the following Highway District Capital Projects are considered complete:

- Capital Project# 40211 – 2013 Salt Barns – Replacement Project
- Capital Project# 45119 – 2013 Chips Curbing and Resurfacing Project

**NOW THEREFORE BE ITRESOLVED**, that the Town Board hereby authorizes the Accounting Department to close the projects as of 12/31/13, modify the budget, and transfer the residual of \$198.88 back to its originating source, the Highway District.

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

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

**THE VOTE**

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

The Resolution Was  Was Not   
Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD**

**Resolution # 355**

**2013 WORKERS COMPENSATION**

**BUDGET ADJUSTMENT**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

**WHEREAS**, Year End budget adjustments are necessary for 2013.

**NOW THEREFORE, BE IT RESOLVED**, that the Town Board hereby authorizes the following 2013 Workers Compensation Budget adjustment:

	<b><u>FROM</u></b>	<b><u>TO</u></b>
173.092801.481000 Interfund Revenues	512,752.66	
173.019300.548200 Workers Compensation		512,752.66

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

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

**THE VOTE**

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

The Resolution Was  Was Not   
Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 356

**2014 CHIPS ROAD RESURFACING  
IMPROVEMENT PROJECT**

**BUDGET ADOPTION**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, State funds are available for 2014 through the Consolidated Local Street and Highway Improvement Program (CHIPS) and New York State Department of Transportation Extreme Weather Recovery; and

**WHEREAS**, the Town of Riverhead received Multimodal State Aid to cover costs from a 2004 Sound Avenue Resurfacing project that has since been partially funded by CHIPS; and

**WHEREAS**, the Superintendent of Highway requests a Capital Project be created with these funds to resurface various Town roads.

**NOW THEREFORE BE IT RESOLVED**, that the Riverhead Town Board authorize the Accounting Department to establish the following budget adoption:

		<u>FROM</u>	<u>TO</u>
406.053501.492500.45121	CHIPS Aid	378,470.82	
406.053501.492510.45121	NYS DOT Winter AID	41,855.94	
406.095031.481406.45121	Transfer from CP45076	44,673.24	
406.051100.523030.45121	Road Resurfacing		465,000.00

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

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

**THE VOTE**

Giglio  Yes  No  
Wooten  Yes  No  
Gabrielsen  Yes  No  
Dunleavy  Yes  No  
Walter  Yes  No  
The Resolution Was  Was Not   
Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD**

**Resolution # 357**

**COMMUNITY DEVELOPMENT AGENCY**

**BUDGET ADJUSTMENT**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

**WHEREAS**, Resolution #4 dated 2/4/14 authorized an agreement with Harris Beach, PLLC for services associated with securing a short term loan with Community Development Property located in EPCAL; and

**WHEREAS**, a budget adjustment from the Community Development Fund Balance is necessary to cover the service fees.

**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 Community Development Agency fund balance:

		<b><u>FROM</u></b>	<b><u>TO</u></b>
914.000000.499999	CDA Fund Balance	15,000	
914.069800.543300	Professional Services, Attorney		15,000

**RESOLVED**, that the Town Clerk is hereby authorized to forward a copy of this resolution to the Town Attorney, Community Development Agency 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**

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

The Resolution Was  Was Not   
Thereupon Duly Declared Adopted

140358

TOWN OF RIVERHEAD

Resolution # 358

**RATIFIES THE APPOINTMENT OF A STUDENT INTERN  
TO THE ACCOUNTING DEPARTMENT**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

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

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

**NOW THEREFORE BE IT RESOLVED**, that effective May 19, 2014 through  
September 19, 2014 Kate Boden is hereby appointed to the position of Student Intern II  
at the hourly rate of \$10.50.

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

**THE VOTE**

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

The Resolution Was  Was Not   
Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 359

**RATIFIES THE APPOINTMENT OF A STUDENT INTERN  
TO THE ACCOUNTING DEPARTMENT**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

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

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

**NOW THEREFORE BE IT RESOLVED**, that effective May 19, 2014 through  
September 19, 2014 Marisa James is hereby appointed to the position of Student Intern  
II at the hourly rate of \$10.00.

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

**THE VOTE**

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

The Resolution Was  Was Not   
Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 360

**STONELEIGH RETIREMENT COMMUNITY – PHASE III**  
**WATER EXT. CAPITAL PROJECT**

**BUDGET ADJUSTMENT**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, \$152,400 has been received by the developer for the installation of water mains and appurtenances on Phase III of the Stoneleigh Woods development located off Middle Road in Riverhead;

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

	<b><u>FROM</u></b>	<b><u>TO</u></b>
412.092705.421050.30114     Developer Fees	152,400	
412.083200.523002.30114     Construction		123,800
412.083200.524451.30114     Purchase of Water Meters		16,000
412.083200.549001.30114     Administrative Fees		7,350
412.083200.547900.30114     Contingencies		5,250

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

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

**THE VOTE**

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

The Resolution Was  Was Not   
Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 361

**AUTHORIZES FUNDING APPLICATION TO NEW YORK STATE TO SUPPORT  
A SUFFOLK COUNTY REGIONAL AGRITOURISM VISITORS CENTER**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, the Governor Cuomo has directed the following State agencies to make New York State funding resources available through the Consolidated Funding Application (“CFA”) process: Empire State Development; NYS Canal Corporation; Energy Research and Development Authority; Environmental Facilities Corporation; Homes and Community Renewal; Department of Labor; Parks, Recreation and Historic Preservation; Department of State; and Department of Transportation; and

**WHEREAS**, each Region will compete for economic aid through competitive awards to projects that support identified key regional issues and opportunities, support a regional economic vision, and address key issues and outline major elements of the strategic plans; and

**WHEREAS**, the Town of Riverhead Board along with additional public and private partners including Suffolk County, the Town of Riverhead Business Improvement District, the Town of Riverhead Chamber of Commerce, East End Tourism Alliance, Long Island Farm Bureau and the Long Island Wine Council seeks to submit a funding application to support creation of a Suffolk County Regional Agritourism Visitors Center potentially including a farmers market and office space for agriculture and tourism related businesses and non-profits in the Town of Riverhead to serve all of Eastern Long Island in partnership with Suffolk County; and

**WHEREAS**, the proposed tourism outreach project will implement Long Island Economic Development Regional Council goals identified in the strategic plan to develop the sustainable economies based in agriculture and tourism to create jobs, enhance tax base, and incentivize private investment in the region; and

**NOW THEREFORE BE IT RESOLVED**, that the Town of Riverhead Board authorizes the submission of a “Transformative Project” funding proposal to New York State on or before May 23, 2014, and a general CFA fund proposal to New York State on or before June 16, 2014, for application for tourism funding to service businesses in the Town of Riverhead and Eastern Long Island in partnership with Suffolk County; and

**BE IT FURTHER RESOLVED**, that the Town Clerk forward copies of this resolution to the Community Development Agency; and



TOWN OF RIVERHEAD

Resolution # 362

**AUTHORIZES FUNDING APPLICATION TO USDA TO SUPPORT  
A SUFFOLK COUNTY REGIONAL AGRITOURISM VISITORS CENTER**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, the United States Department of Agriculture (USDA) offers the Farmers' Market Promotion Program, a component of the Farmers Marketing and Local Food Promotion Program (FMLFPP), which is authorized by the Farmer-to-Consumer Direct Marketing Act of 1946, as amended (7 U.S.C. 3005); and

**WHEREAS**, under FMLFPP, two competitive grant programs are available: the Farmers' Market Promotion Program (FMPP) and Local Food Promotion Program (LFPP); and

**WHEREAS**, the goals of FMPP grants are to increase domestic consumption of, and access to, locally and regionally produced agricultural products, and to develop new market opportunities for farm and ranch operations serving local markets by developing, improving, expanding, and providing outreach, training, and technical assistance to, or assisting in the development, improvement, and expansion of, domestic farmers markets, roadside stands, community-supported agriculture programs, agritourism activities, and other direct producer-to-consumer market opportunities.

**WHEREAS**, the maximum amount awarded for any one proposal cannot exceed \$100,000; and

**WHEREAS**, the Town of Riverhead Board along with additional public and private partners including Suffolk County, the Town of Riverhead Business Improvement District, the Town of Riverhead Chamber of Commerce, East End Tourism Alliance, Long Island Farm Bureau and the Long Island Wine Council seeks to submit a funding application to support creation of a Suffolk County Regional Agritourism Visitors Center potentially including a farmers market and office space for agriculture and tourism related businesses and non-profits in the Town of Riverhead to serve all of Eastern Long Island in partnership with Suffolk County; and

**WHEREAS**, the proposed tourism outreach project will implement USDA and Long Island Economic Development Regional Council goals identified in the strategic plan to develop the sustainable economies based in agriculture and tourism to create jobs, enhance tax base, and incentivize private investment in the region; and

**NOW THEREFORE BE IT RESOLVED**, that the Town of Riverhead Board authorizes the submission of a funding proposal to USDA of up to \$100,000 on or before June 20, 2014, for application for Agritourism funding to service businesses in the Town of Riverhead and Eastern Long Island in partnership with Suffolk County; and

**BE IT FURTHER RESOLVED**, that the Town Clerk forward copies of this resolution to the Community Development Agency; and

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

**THE VOTE**

Giglio - ABSTAIN  
Wooten Yes No

Gabrielsen Yes No  
Dunleavy Yes No

Walter Yes No

The Resolution Was  Was Not   
Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 363

**AUTHORIZES THE SUPERVISOR TO EXECUTE GRANT EXTENSION TO SUFFOLK COUNTY GRANT CONTRACT FOR EAST END ARTS SITE RENOVATION**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

**WHEREAS**, grant funding was made available from Suffolk County under Round VIII of the Downtown Revitalization Grant Program to encourage long-term improvements in downtown business districts; and

**WHEREAS**, the Community Development Department applied for and received an award of \$87,350 for site renovations to the East End Arts plaza; and

**WHEREAS**, the Town Board adopted Resolution # 163 on March 2, 2010, authorizing the Town Supervisor to execute the grant contracts with Suffolk County, and

**NOW, THEREFORE, BE IT RESOLVED**, that the Riverhead Town Board hereby authorizes the Town Supervisor to execute an amendment to the grant contract with Suffolk County extending the term of the agreement through June 30, 2015, subject to approval and review by the Town Attorney; and

**BE IT FURTHER RESOLVED**, that the Town Clerk shall provide notification of this resolution to Community Development, Engineering and Town Attorney; and

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

**THE VOTE**

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

The Resolution Was  Was Not   
Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 364

**RATIFIES THE APPOINTMENT OF A PART-TIME MAINTENANCE MECHANIC I TO THE SENIORS PROGRAM**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, a vacancy exists for the position of Maintenance Mechanic I at the Riverhead Town Senior Center; and

**WHEREAS**, in accordance with the CSEA contract, this position was duly posted (Job Posting #2), duly advertised, interviews were conducted, and pending the result of a successful background check, a recommendation of a suitable candidate has been made by the Personnel Committee.

**NOW, THEREFORE, BE IT RESOLVED**, that effective for May 19, 2014, this Town Board hereby ratifies the appointment of Gary Graziano to the position of Part-Time Maintenance Mechanic I at the hourly rate of \$17.50; and

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

**THE VOTE**

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

The Resolution Was  Was Not   
Thereupon Duly Declared Adopted

140365

**TOWN OF RIVERHEAD**

**Resolution # 365**

**AUTHORIZATION TO PUBLISH ADVERTISEMENT FOR 2004 USED PICKUP TRUCK FOR THE TOWN OF RIVERHEAD**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

**WHEREAS**, the Town Clerk is authorized to publish and post a notice to bidders for proposals for 2004 USED PICKUP TRUCK for the Town of Riverhead and;

**WHEREAS**, the Town Clerk is hereby authorized to publish and post the following public notice in the May 29, 2014 issue of the News Review.

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

**THE VOTE**

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

The Resolution Was  Was Not   
Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD  
NOTICE TO BIDDERS**

Sealed bids for the purchase of 2004 USED PICKUP TRUCK for the use in the Town of Riverhead, Riverhead, New York will be received by the Town of Riverhead at the Office of the Town Clerk, Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York until 11:05 am on JUNE 12, 2014 at which time they will be publicly opened and read aloud.

Bid packets including specifications may be examined and/or obtained on MAY 29, 2014 on the Town's website at [www.townofriverheadny.gov](http://www.townofriverheadny.gov) click on bid requests.

Each proposal must be submitted on the form provided in a sealed envelope clearly marked 2004 USED PICKUP TRUCK. Any and all exceptions to the specifications must be listed on a separate sheet of paper, bearing the designation 'EXCEPTIONS TO THE SPECIFICATIONS' and attached to the bid form.

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

**BY ORDER OF THE TOWN BOARD**

**OF THE TOWN OF RIVERHEAD**

**Diane M. Wilhelm, Town Clerk**

TOWN OF RIVERHEAD

Resolution # 366

**APPOINTS A SEASONAL ASSISTANT BEACH MANAGER TO THE RECREATION DEPARTMENT**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, a Seasonal Assistant Beach Manager is needed by the Riverhead Town Recreation Department,

**NOW THEREFORE BE IT RESOLVED**, that effective May 22, 2014, through and including September 15, 2014, this Town Board hereby appoints Amelia Czelatka to the position of Seasonal Assistant Beach Manager, Level VII, to be paid the rate of \$13.40 per hour and

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

**THE VOTE**

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

The Resolution Was  Was Not   
Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 367

**APPOINTS SEASONAL BEACH ATTENDANTS TO THE RECREATION DEPARTMENT**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

**WHEREAS**, Beach Attendants are needed by the Riverhead Town Recreation Department for seasonal work at the Town Beaches

**NOW THEREFORE BE IT RESOLVED**, that effective May 22, 2014 through and including September 15, 2014, this Town Board hereby appoints the attached list of Beach Attendants to the Recreation Department

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

**THE VOTE**

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

The Resolution Was  Was Not   
Thereupon Duly Declared Adopted

**RECREATION DEPARTMENT APPOINTMENTS  
5/21/14 TOWN BOARD MEETING**

<b><u>Last</u></b>	<b><u>First</u></b>	<b><u>Title</u></b>	<b><u>Level</u></b>	<b><u>Start</u></b>	<b><u>End</u></b>	<b><u>Salary</u></b>
Andrejack	Mark	Beach Attendant	I	5/22/14	9/15/14	\$9.20
Czelatka	Amelia	Beach Attendant	VI	5/22/14	9/15/14	\$11.35
Czelatka	Daniel	Beach Attendant	II	5/22/14	9/15/14	\$10.10
Giannico	Kristianna	Beach Attendant	III	5/22/14	9/15/14	\$10.40
Keller	Anni	Beach Attendant	I	5/22/14	9/15/14	\$9.20
Kerr-Smith	Rebecca	Beach Attendant	IV	5/22/14	9/15/14	\$10.70
Mottern	Sara	Beach Attendant	II	5/22/14	9/15/14	\$10.10
O'Neill	Patrick	Beach Attendant	V	5/22/14	9/15/14	\$11.00
Peters	Bethany	Beach Attendant	III	5/22/14	9/15/14	\$10.40
Peters	Caitlyn	Beach Attendant	II	5/22/14	9/15/14	\$10.10
Sacchitello	Christina	Beach Attendant	I	5/22/14	9/15/14	\$9.20
Stimpfel	Nicholas	Beach Attendant	III	5/22/14	9/15/14	\$10.40
Zaremba	Jill	Beach Attendant	I	5/22/14	9/15/14	\$9.20

**TOWN OF RIVERHEAD**

**Resolution # 368**

**APPOINTS SEASONAL LIFEGUARDS TO THE RECREATION DEPARTMENT**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, Lifeguards are needed by the Riverhead Town Recreation Department for seasonal work at the Town Beaches

**NOW THEREFORE BE IT RESOLVED**, that effective May 24, 2014 through and including September 15, 2014, this Town Board hereby appoints the attached list of Lifeguards to the Recreation Department

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

**THE VOTE**

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

The Resolution Was  Was Not   
Thereupon Duly Declared Adopted

**RECREATION DEPARTMENT APPOINTMENTS  
5/21/14 TOWN BOARD MEETING**

<u>Last</u>	<u>First</u>	<u>Title</u>	<u>Level</u>	<u>Start Date</u>	<u>End Date</u>	<u>Salary</u>
Andrejack	Kristin	Lifeguard	IV	5/24/14	9/15/14	\$12.85
Badalian	Kaden	Lifeguard	II	5/24/14	9/15/14	\$12.10
Badalian	Melaina	Lifeguard	IV	5/24/14	9/15/14	\$12.85
Behr	Michelle	Lifeguard	I	5/24/14	9/15/14	\$11.00
Boccafola	Janine	Lifeguard	VI	5/24/14	9/15/14	\$13.65
Boccafola	Kristin	Lifeguard	I	5/24/14	9/15/14	\$11.00
DelliCarpini	Emma	Lifeguard	V	5/24/14	9/15/14	\$13.25
DelliCarpini	Rebecca	Lifeguard	VIII	5/24/14	9/15/14	\$14.45
Fernandes	Alana	Lifeguard	IV	5/24/14	9/15/14	\$12.85
Fernandes	Cara	Lifeguard	IV	5/24/14	9/15/14	\$12.85
Hegermiller	Anna	Lifeguard	V	5/24/14	9/15/14	\$13.25
Hegermiller	Emma	Lifeguard	I	5/24/14	9/15/14	\$11.00
Hennenlotter	Deborah	Lifeguard	XI	5/24/14	9/15/14	\$15.80
Iannacchino	Paul	Lifeguard	IV	5/24/14	9/15/14	\$12.85
Imwalle	Johanna	Lifeguard	V	5/24/14	9/15/14	\$13.25
Kollmer	Charles	Lifeguard	III	5/24/14	9/15/14	\$12.45
Kollmer	Zachary	Lifeguard	IV	5/24/14	9/15/14	\$12.85
Loesch	Lawrence IV	Lifeguard	III	5/24/14	9/15/14	\$12.45
McCabe	Danielle	Lifeguard	IV	5/24/14	9/15/14	\$12.85
McCormick	Conor	Lifeguard	II	5/24/14	9/15/14	\$12.10
McCormick	Ryan	Lifeguard	I	5/24/14	9/15/14	\$11.00
McCoy	Colin	Lifeguard	VI	5/24/14	9/15/14	\$13.65
Thomas	C. Patrick	Lifeguard	IV	5/24/14	9/15/14	\$12.85
Vail	John	Lifeguard	IV	5/24/14	9/15/14	\$12.85
Vail	Timothy	Lifeguard	II	5/24/14	9/15/14	\$12.10

TOWN OF RIVERHEAD

Resolution # 369

**APPOINTS A SEASONAL BEACH MANAGER TO THE  
RECREATION DEPARTMENT**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

**WHEREAS**, a Seasonal Beach Manager is needed by the Riverhead Town Recreation Department,

**NOW THEREFORE BE IT RESOLVED**, that effective May 22, 2014, through and including September 15, 2014, this Town Board hereby appoints Elizabeth Flood to the position of Seasonal Beach Manager, Level V, to be paid the rate of \$17.10 per hour and

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

**THE VOTE**

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

The Resolution Was  Was Not   
Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD**

**Resolution # 370**

**SETS THE FEES FOR USAGE OF RECREATION AND OTHER TOWN FACILITIES**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

**RESOLVED**, that the Town Board does authorize the Recreation Department to set the following fees for the 2014 calendar year.

**RECREATION FEES**

**PARK RESERVATION**

- Special Events held at Stotzky Park and Veterans Memorial Park  
\$995.00 per event  
(Maximum: 2-days)

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

**THE VOTE**

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

The Resolution Was  Was Not   
Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 371

**APPOINTS SEASONAL WATER SAFETY INSTRUCTORS TO THE  
RECREATION DEPARTMENT**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

**WHEREAS**, Water Safety Instructors are needed by the Riverhead Town Recreation Department for seasonal swim lessons at the Town Beaches

**NOW THEREFORE BE IT RESOLVED**, that effective May 24, 2014 through and including September 15, 2014, this Town Board hereby appoints the attached list of Water Safety Instructors to the Recreation Department

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

**THE VOTE**

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

The Resolution Was  Was Not   
Thereupon Duly Declared Adopted

**RECREATION DEPARTMENT RATIFIED APPOINTMENTS  
5/21/14 TOWN BOARD MEETING**

<b><u>Last</u></b>	<b><u>First</u></b>	<b><u>Title</u></b>	<b><u>Start Date</u></b>	<b><u>End Date</u></b>	<b><u>Salary</u></b>
Andrejack	Kristin	WSI Level IV	5/24/14	9/15/14	\$13.15
Johanna	Imwalle	WSI Level V	5/24/14	9/15/14	\$13.50
Loesch	Lawrence	WSI Level II	5/24/14	9/15/14	\$12.40
Kollmer	Zachary	WSI Level IV	5/24/14	9/15/14	\$13.15

TOWN OF RIVERHEAD

Resolution # 372

**AUTHORIZES THE RIVERHEAD RECREATION DEPARTMENT TO SECURE PARTNERSHIPS WITH SPONSORS FOR THE FINANCIAL BENEFIT OF THE DEPARTMENT'S PROGRAMS, FACILITIES AND SERVICES**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, The Riverhead Parks and Recreation Department wishes to seek sponsors that further its mission by providing monetary or in-kind support for department programs, services, or facilities; and

**WHEREAS**, The Riverhead Parks and Recreation Department has developed an attached set of Sponsorship Packages and Guidelines;

**NOW THEREFORE BE IT RESOLVED**, this Town Board hereby authorizes the Riverhead Parks and Recreation Department to seek and secure partnerships with sponsors for the financial benefit of the Department's programs, facilities and services.

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

**THE VOTE**

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

The Resolution Was  Was Not   
Thereupon Duly Declared Adopted

Dear Business Owner,

The Riverhead Parks and Recreation Department is pleased to announce that we are now offering sponsorship opportunities. We are dedicated to providing the public with a variety of programs, classes, activities and special events at our numerous facilities. The need for funds to assist in enhancing and maintaining these programs and facilities is continuously growing and we need your help. The Sponsorship Program offers unique opportunities and affiliation with the Town of Riverhead and Parks and Recreation.

RHPRD has designed several sponsorship packages and programs for our town parks, beaches, and special events. Sponsorships are designed to benefit everyone in our community by encouraging a family friendly image and environment. Businesses that participate may receive exposure at our Parks, Beaches, Marinas, Special Events, Program Brochure, and RecTV. Whether it is a complete sponsorship package or an individual item, the opportunities are endless!

#### HOW DO YOU BENEFIT AS A BUSINESS?

Sponsorships benefit your business by:

- Maximizing exposure to your target market.
- Developing networking opportunities through contact with potential customers.
- Associating your brand or business with our well-received programs and events.
- Making a positive and beneficial contribution to the community.

We hope you participate in this new and exciting opportunity and look forward to hearing from you!

Sincerely,  
Ashley King  
King@townofriverheadny.gov

### PARK SPONSORSHIP PACKAGES



#### Platinum Package: \$3,000

- Five 3'x6' custom banners with sponsors name and logo.
- One 2'x3' custom banner placed on chosen concession stand.
- One 8.5"x11" Bathroom Reader Ad
- Three 4"x8" custom bench/table plaques.
- Five episodes of RecTV personalized still image Ad.
- Full page Advertisement in our tri-annual brochure.
- Online registration page advertisement.
- Link to your company website on our mass email list.
- Opportunity to provide handouts/coupons at all concessions.

#### Gold Package: \$2,000

- Three 3'x6' custom banners with sponsors name and logo.
- One 2'x3' custom banner placed on chosen concession stand.
- One 8.5"x11" Bathroom Reader Ad
- Two 4"x8" custom bench/table plaques.
- Three episodes of RecTV personalized still image Ad.
- 1/2 page Advertisement in our tri-annual brochure.
- Link to your company website on our mass email list.
- Opportunity to provide handouts/coupons at all concessions

#### Silver Package: \$1,500

- Two 3'x6' custom banners with sponsors name and logo.
- One 2'x3' custom banner placed on chosen concession stand.
- One 8.5"x11" Bathroom Reader Ad
- Two episodes of RecTV personalized still image Ad. OR 1/2 page Advertisement in our tri-annual brochure.
- Opportunity to provide handouts/coupons at all concessions

#### Bronze Package: \$700

- One 3'x6' custom banner with sponsors name and logo.
- One 8.5"x11" Bathroom Reader Ad
- 1/4 page Advertisement in our tri-annual brochure.
- Opportunity to provide handouts/coupons at all concessions

### BEACH AND MARINA SPONSORSHIP PACKAGES

#### Platinum Package: \$2,000

- Five 4"x8" custom bench/table plaques.
- One 2'x3' custom banner placed on chosen concession stand.
- One 8.5"x11" Bathroom Reader Ad
- Five episodes of RecTV personalized still image Ad.
- Full page Advertisement in our tri-annual brochure.
- Online registration page advertisement.
- Link to your company website on our mass email list.
- Opportunity to provide handouts/coupons at all concessions.

#### Gold Package: \$1,000

- Three 4"x8" custom bench/table plaques.
- One 2'x3' custom banner placed on chosen concession stand.
- One 8.5"x11" Bathroom Reader Ad
- Three episodes of RecTV personalized still image Ad.
- 1/2page Advertisement in our tri-annual brochure.
- Link to your company website on our mass email list.
- Opportunity to provide handouts/coupons at all concessions.

#### Silver Package: \$875

- Two 4"x8" custom bench/table plaques.
- One 8.5"x11" Bathroom Reader Ad
- Two episodes of RecTV personalized still image Ad. OR 1/2page Advertisement in our tri-annual brochure.
- Opportunity to provide handouts/coupons at all concessions.

#### Bronze Package: \$500

- One 4"x8" custom bench/table plaques.
- One 8.5"x11" Bathroom Reader Ad
- 1/4 page Advertisement in our tri-annual brochure.
- Opportunity to provide handouts/coupons at all concessions.



### NON-PACKAGED SPONSORSHIP ITEMS

#### Custom 3'x6' Fence Banner \$375

Sponsor's Name and company logo will be placed in any of our numerous park locations. The facilities at each park vary. Banner space is available on fences at Baseball/Softball fields, skate Park, and Roller/Ice Rink.

#### Custom 2'x3' Concession Stand Banner \$100

Sponsor's name and company logo will be place on any of the concession stands at our parks and beaches.

#### Custom 4"x8" Plaque \$75

Choose a location for your custom plaque to advertise your business, in memory of a family member/friend, or supporting a local team/organization. Locations include select benches, picnic tables, trash cans, and gazebos at our parks and beaches.

#### Recreation Brochure Advertisement (Fall/Winter/Spring & Summer)

Full Page \$300 Half Page \$150 Quarter Page \$75

Brochures are mailed out tri-annually to over 19,000 homes. The prices reflect advertising in one chosen brochure. The opportunity to advertise in numerous brochures is available at a discounted rate.

#### Scoreboard

The Riverhead Recreation Department currently runs and maintains XX baseball/softball fields . With the scoreboard sponsorship your company name and logo will be displayed across the top of the board for a 5 year long term. Please call for more information.

*\*\*All Banners and Plaques are displayed for one year from installation date.*

## EVENT SPONSORSHIP PACKAGE

**\$100/event**

\*Booth space for company/business provided tent/table/chairs.  
-opportunity to advertise your business or product through brochures, flyers, free samples, and activities. *(No items permitted for sale)*

\*Display sign or banner *(provided by business)*

\*Business/Company logo provided on all print material related to event.

\*Verbal recognition at event.

\*Thank you to our sponsors in Recreation Brochure.

\*Thank you to our sponsors on RecTV.

### EVENTS TO CHOOSE FROM:

#### Ammermann Riverfront

Annual Snapper Tournament—September

#### Stotzky Memorial Park

Touch-A-Truck— September

Halloween Spooktacular-October

Annual Egg Hunt-April

Kickoff to Summer-June

Movies in the Park-July

#### Human Resource/Senior Center

Holiday Open House- December

Special Needs Adult Carnival/Dance-July

#### Veteran's Memorial Park

LI Adventure Race

#### South Jamesport Beach

Movies on the Beach— August

For more detailed information and to start your sponsorship today Please call or email Ashley King at 727-5744  
king@townofriverheadny.gov

## Sponsorship Locations

### Parks

**Stotzky Memorial Park**  
Columbus Ave & Pulaski St  
Riverhead NY 11901

**Veteran's Memorial Park**  
5789 Middle Country Rd  
Calverton NY 11933

**Police Officer's Memorial Park (Bayberry)**  
Bayberry Road  
Wading River NY 11792

### Beaches/Marinas

**Ammermann Riverfront**  
Behind Mainstreet Store Fronts  
Btwn. Peconic Ave. and McDermott Ave  
Riverhead NY 11901

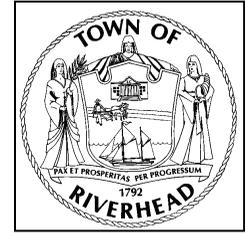
**South Jamesport Beach**  
Peconic Bay Blvd  
Jamesport NY 11947

**Iron Pier Beach**  
Pier Avenue  
Jamesport NY 11947

**Wading River Beach**  
Creek Road  
Wading River NY 11792

**Reeves Beach**  
Park Road  
Riverhead NY 11901

**East Creek Marina**  
Town Beach Road  
S. Jamesport NY 11970



## Town of Riverhead Recreation Department Sponsorship Information

200 Howell Ave.  
Riverhead N.Y. 11901  
(631) 727-5744



Recreation Department  
 200 Howell Ave.  
 Riverhead N.Y. 11901  
 (631) 727-5744

**BROCHURE ADVERTISING FORM**  
**Fall Brochure/ Winter Brochure/ Spring & Summer Brochure**

*Brochures are mailed out to over 19,000 homes  
 Prices reflect advertising in one brochure*

**1/4 Page - \$75.00**  
**1/2 Page - \$150.00**  
**Full Page - \$300.00**  
*\*Brochures are 9.5" x 6.5"*

*\*All advertising information needs to be received by The Town of Riverhead Recreation  
 Department by the Dates corresponding with the specific brochure.*

**JULY 31<sup>st</sup>---Fall Brochure**  
**OCTOBER 31<sup>st</sup>---Winter Brochure**  
**MARCH 1<sup>st</sup>---Spring/Summer Brochure**

Business Name:	
Contact Person:	Phone #:
Email Address:	Fax #:
Address:	City/State/Zip:

**AD SIZE**

1/4 PAGE     1/2 PAGE     FULL PAGE

**BROCHURE**

Fall Brochure 20 \_\_\_     Winter Brochure 20 \_\_\_     Spring/Summer Brochure 20 \_\_\_

Two Brochures (10% Discount)     All Three Brochures (15% Discount)

**TOTAL:** \_\_\_\_\_ **Discount Applied ( %)** \_\_\_\_\_ **TOTAL DUE:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
**Approved by:** \_\_\_\_\_ **Method of Payment:** CASH    CREDIT    CHECK



Recreation Department  
 200 Howell Ave.  
 Riverhead N.Y. 11901  
 (631) 727-5744

**SPONSORSHIP PACKAGE ORDER FORM**

- PARK PACKAGE       BEACH/MARINA PACKAGE  
 PLATINUM       GOLD       SILVER       BRONZE

Business Name:		Date:
Contact Name:		
Address:	City/State:	Zip:
Phone:	Fax:	
Email:	Website:	

*\*Confirmation email will be sent to this address requesting a reply with the company logo in high resolution ESP format document.*

- Bathroom Reader Ad**(Received)  
 **Brochure Ad**¼, ½, Full (Received)  
 **RecTV Ad**(Received)  
 **Web Link**(Added to mass email)

**ITEM:** \_\_\_\_\_ **LOCATION:** \_\_\_\_\_

Facility Banner	
Concession Stand Banner	
Plaque	

**PLAQUE MESSAGE:**


*\*Please note that the size of the font decreases as the # of characters increases.*

**TOTAL :** \_\_\_\_\_

**NOTES:**

**(Track the start and end date depending on when banners/plaques are installed)**

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Approved by:** \_\_\_\_\_ **Method of Payment:** CASH CREDIT CHECK

05.21.14  
140373

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 373**

**AUTHORIZES THE SUPERVISOR TO EXECUTE AN AGREEMENT WITH THE RIVERHEAD TOMCATS**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, The Riverhead Parks and Recreation Department has entered into a partnership agreement with the Riverhead Tomcats of the Hamptons Collegiate Baseball League; and

**WHEREAS**, The Riverhead Tomcats will play their 2014 home games at Veterans Memorial Park in Calverton;

**NOW THEREFORE BE IT RESOLVED**, that the Supervisor is hereby authorized to execute the Field Rental Agreement that allows the Riverhead Tomcats to play their 2014 home games on Jonathan Keller Field at Veterans memorial Complex in Calverton; and be it further

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

**THE VOTE**

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

The Resolution Was  Was Not   
Thereupon Duly Declared Adopted



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

## Field Rental Agreement

**THIS AGREEMENT**, made on the 22<sup>ND</sup> day of May, 2014 by and between the Recreation Department of the TOWN OF RIVERHEAD, a municipal corporation with its principal place of business at 200 Howell Avenue, Riverhead, NY, 11901, (hereinafter referred to as the “**AGENCY**”) and the Riverhead Tomcats. Federal ID # \_\_\_\_\_ (hereinafter referred to as the “**Contractor**”).

### WITNESSETH

- i. This agreement is for Rental of the following fields:
  - a. Veteran’s Memorial Park: Baseball Field
- ii. The agreement will commence on May 31<sup>st</sup>-June 1<sup>st</sup> from 10am-8pm. This agreement will continue June 2<sup>nd</sup>-August 30<sup>th</sup> from 2pm-9pm. An official Tomcat Schedule will accompany this agreement on a separate sheet. This agreement will expire on August 30<sup>th</sup>.
- iii. The contractor has use of the fields at the rate of \$0 per hour, per field.
- iv. The agency will provide concessions for all games.
- v. The contractor will use the field for Riverhead Tomcat Baseball only. Any other activity must be approved by the Recreation Department.
- vi. The Contractor represents that he/she is competent by reason of training and/or experience to provide the services described in section iv above and will furnish these services in effective and professional manner.
- vii. In the event the agency requires the use of the fields during the dates and times stated in section ii, the agency has first preference and can cancel the permit during the said dates.
- viii. The Recreation Department retains the right to refuse activity in the event of bad weather.
- ix. The contractor must adhere to the following Riverhead Recreation guidelines. Failure to comply could result in loss of permits:
  - a. Vehicles must be parked in designated areas.
  - b. All trash must be picked up and stored in trash cans.
  - c. Alcoholic beverages, illegal substances and fireworks are strictly prohibited.
  - d. No admission fees.
  - e. Products sold will be not be permitted in any Town Facility unless approved by the Riverhead Town Board

- x. This agreement will be terminated with no refund under the following circumstances:
  - a. Any damage to the fields or property at the Parks.
  - b. Any alteration of the fields.
  - c. Any detrimental behavior towards a Riverhead Town Employee.
  - d. Any behavior that prompts police presence at the park.
  - e. Illegal parking: (as stated in section viii, b)
  
- xi. The following must be completed before an organization/individual can access any facility:
  - a. Appropriate fees received by the Recreation Department.
  - b. Hold Harmless agreement signed
  - c. A copy of the contractor's liability insurance naming the Town of Riverhead as additional insured.
  - d. Administrative signature of approval.
  
- xii. The Agency reserves the right to terminate this Agreement without notice and with no obligation to show due cause.

By:

\_\_\_\_\_  
Bob Furlong, Riverhead Tomcats

Authorized By:

\_\_\_\_\_  
Ray Coyne, Recreation Superintendent

Approved By:

\_\_\_\_\_  
Sean Walter, Riverhead Town Supervisor

**TOWN OF RIVERHEAD**

**Resolution # 374**

**ADOPTS A LOCAL LAW ENACTING ARTICLE V. OF CHAPTER 37 ENTITLED  
“RETIREMENT” OF THE RIVERHEAD TOWN CODE**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, the Town Clerk was authorized to publish and post a public notice to hear all interested persons to consider a local law amending Chapter 37 entitled “Retirement” of the Riverhead Town Code; and

**WHEREAS**, a public hearing was held on the 6<sup>th</sup> day of May, 2014, at 2:05 o'clock p.m. at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, the date, time and place specified in said public notice, and all persons wishing to be heard were heard.

**NOW THEREFORE BE IT RESOLVED**, that a local law enacting Article V of Chapter 37 entitled “Retirement” of the Riverhead Town Code be and is hereby adopted as specified in the attached notice of adoption; and be it further

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

**RESOLVED**, that the Town Clerk is hereby authorized to forward a copy of this resolution to the Police Chief, Financial Administrator, Personnel Director, Town Attorney’s Office and the Riverhead PBA; and be it further

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

**THE VOTE**

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

The Resolution Was  Was Not   
Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD  
NOTICE OF ADOPTION**

**PLEASE TAKE NOTICE** that the Town Board of the Town of Riverhead adopted a local law enacting Article V of Chapter 37 entitled "Retirement" of the Riverhead Town Code at its regular meeting held on May 21, 2014. **Be it enacted** by the Town Board of the Town of Riverhead as follows:

**CHAPTER 37  
Article V**

EARLY RETIREMENT INCENTIVE PROGRAM FOR ELIGIBLE FULL-TIME EMPLOYEES WHO ARE POLICE OFFICERS AND MEMBERS OF THE RIVERHEAD POLICE BENEVOLENT ASSOCIATION, INC., (PBA) OR MEMBERS OF THE SUPERIOR OFFICERS ASSOCIATION, INC., (SOA) OR ELIGIBLE FULL-TIME EMPLOYEES WHO ARE MEMBERS OF THE CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., (CSEA), OR ELIGIBLE FULL-TIME EMPLOYEES PURSUANT TO INDIVIDUAL CONTRACT/RESOLUTION

Section 37-24 Legislative Intent and Findings:

The Town of Riverhead is pleased to offer an early retirement incentive program ("ERIP") in order to bridge budget deficits. This plan is strictly voluntary, and is designed to support positive employee morale by reducing or eliminating the need for involuntary lay-offs.

This ERIP is the result of a cooperative effort among the Town of Riverhead (Town), the Riverhead Police Benevolent Association, Inc., (PBA); the Riverhead Superior Officers Association, Inc., (SOA); and the Civil Service Employees Association, Inc., (CSEA), as well as full-time employees pursuant to individual contract/resolution.

Section 37-25 The Eligibility Group:

The eligibility group is the set of individuals who will be offered the opportunity to participate in the ERIP.

Section 37-26 Eligibility Requirements:

- A. Full-time PBA or SOA bargaining unit members who: (i) have at least 20 years of credited service in the New York State Police and Fire Retirement System ("the NYSPFRS") as of May 21, 2014; (ii) are eligible for and actually retire and vest into the NYSPFRS on or before December 31<sup>st</sup>, 2014; (iii) are employed by the Town on the day before the effective date of their retirement; (iv) are not resigning for purposes of retirement pursuant to any prior Stipulation of Agreement with the Town or any State-offered retirement or separation incentive or similar program; and (v) are one of the employees to fully comply with all of the terms and conditions set forth in the Incentive. Those employees shall be eligible to participate in this Incentive and shall be referred to as an "Eligible Employee"; or

- B. Full-time CSEA bargaining unit members who: (i) have at least 20 years of credited service in the New York State and Local Retirement System (NYSLRS) as of May 21, 2014; (ii) and will be at least 55 years of age on the retirement effective date; (iii) are eligible for and actually retire and vest into the NYSLRS on or before December 31<sup>st</sup>, 2014; (iv) are employed by the Town on the day before the effective date of their retirement; (v) are not resigning for purposes of retirement pursuant to any prior Stipulation of Agreement with the Town or any State-offered retirement or separation incentive or similar program; and (vi) are one of the employees to fully comply with all of the terms and conditions set forth in the Incentive. Those employees shall be eligible to participate in this Incentive and shall be referred to as an “Eligible Employee”; or
- C. Full-time employees pursuant to individual contract/resolution who: (i) have at least 20 years of credited service in the New York State and Local Retirement System (NYSLRS) as of May 21, 2014; (ii) and will be at least 55 years of age on the retirement effective date; (iii) are eligible for and actually retire and vest into the NYSLRS on or before December 31<sup>st</sup>, 2014; (iv) are employed by the Town on the day before the effective date of their retirement; (v) are not resigning for purposes of retirement pursuant to any prior Stipulation of Agreement with the Town or any State-offered retirement or separation incentive or similar program; and (vi) are one of the employees to fully comply with all of the terms and conditions set forth in the Incentive. Those employees shall be eligible to participate in this Incentive and shall be referred to as an “Eligible Employee”.
- D. The Eligible Employee must deliver to the Town Supervisor, by no later than September 3, 2014, an unaltered irrevocable letter of resignation for retirement purposes in the form attached to the Town Incentive-related documents prepared by the Town, referencing that retirement is to be effective on or before December 31, 2014.
- E. In order for this incentive to be activated, a minimum number of respective unit members and/or employees, to be determined by the Town in its sole discretion on or about September 16, 2014, must opt for the Incentive. In the event the Incentive is not activated, any resignation letter tendered by an employee will be deemed null and void, and the Eligible Employee may continue working in the Town. The employee may also elect to resign his/her position for retirement purposes, but will not receive the Incentive.
- F. This Incentive is effective solely for the 2014 calendar year.
- G. The Eligible Employee must, at the time of submitting the unaltered irrevocable letter of resignation for retirement purposes referenced in Section 37-26 (D) above, execute the unaltered Waiver and General Release of Claims form attached to the retirement incentive-related documentation prepared by the Town.

- H. An Eligible Employee shall forfeit eligibility for this Incentive if he/she opts for any retirement or separation incentive offered pursuant to New York State law during the 2014 calendar year.
- I. Additional eligibility requirements are set forth elsewhere in this Agreement.

Section 37-27 BENEFIT:

A. Fully paid health insurance premiums by the Town for a period of forty-eight (48) months following an Eligible Employee's retirement for all Eligible Employees who are enrolled in a family health insurance plan at the time of their retirement and who remain enrolled in a family health insurance plan for this forty-eight (48) month period. In the event an Eligible Employee dies during this forty-eight (48) month period, the Town shall pay twenty-five percent (25%) of the cost of health insurance for the deceased employee's eligible dependents, at the time of death, for the remaining months of this forty-eight (48) month period of time, in accordance with applicable provisions of the New York State Health Insurance Program and applicable law. After the first forty-eight (48) months, the Town's contribution of health insurance premiums shall be as per the parties' applicable collective bargaining agreement or contract/resolution.

1. An Eligible Employee who is eligible for health insurance coverage may choose not to enroll because the Eligible Employee is covered under another health insurance plan, e.g., the employee is covered as a dependent on the spouse's health insurance plan. If an Eligible Employee's coverage under the other health insurance plan ends, the Eligible Employee may enroll under the New York State Health Insurance Program without being subject to the normal waiting period for late enrollment, provided an application is made within 30 days of the end of the other coverage.

The following procedures apply to enroll such an Eligible Employee:

- a. The Eligible Employee obtains documentation from the former insurer which indicates that he or she had health insurance coverage and the termination date of coverage. (e.g., HIPAA creditable coverage letter.)
- 2. The effective date of coverage will be determined as follows by the Enrollment System:
  - a. If the request for coverage is made on or before the date the other coverage ends, coverage will become effective on the day following the date the other coverage ends.

- b. If the request for coverage is made no more than one month after the other coverage ends, coverage will become effective on the first day of the month following the month in which the Eligible Employee requests coverage.
- c. If the request for coverage is made more than one month after the other coverage ends, the coverage will become effective the first day of the third month following the month in which the Eligible Employee requests coverage.
- d. For those Eligible Employees who choose not to enroll in the Town's health insurance plan because the Eligible Employee is covered under another health insurance plan, the Town shall pay the Eligible Employee a lump sum payment in the amount of \$2,400.00 annually which shall be payable in the last month of the year the Eligible Employee chooses not to enroll in the Town's health insurance plan. In the event the Eligible Employee is qualified and chooses to opt in to the Town's health insurance plan during the first forty-eight (48) month period following an employee's retirement, the Eligible Employee shall receive a pro-rated lump sum payment for the full month(s) that the Eligible Employee did not receive the Town's health insurance plan.

-or-

B. A lump sum payment of \$500.00 per month (which shall be issued with a timely IRS Form W-2, Wage and Tax Statement), payable in quarterly installments, for a period of forty-eight (48) months following an employee's retirement for all Eligible Employees who are enrolled in an individual health insurance plan at the time of their retirement, for which the Town contributes 100% of the premium cost, and who remain enrolled in an individual health insurance plan for this forty-eight (48) month period. In the event an Eligible Employee dies during this forty-eight (48) month period, the Town shall continue to make these payments to the Eligible Employee's spouse or legal representative for the remaining months of this forty-eight (48) month period of time.

1. An Eligible Employee who is eligible for health insurance coverage may choose not to enroll because the Eligible Employee is covered under another health insurance plan, e.g., the employee is covered as a dependent on the spouse's health insurance plan. If an Eligible Employee's coverage under the other health insurance plan ends, the Eligible Employee may enroll under the New York State Health Insurance

Program without being subject to the normal waiting period for late enrollment, provided an application is made within 30 days of the end of the other coverage.

The following procedures apply to enroll such an Eligible Employee:

a. The Eligible Employee obtains documentation from the former insurer which indicates that he or she had health insurance coverage and the termination date of coverage. (e.g., HIPAA creditable coverage letter.)

2. The effective date of coverage will be determined as follows by the Enrollment System:

a. If the request for coverage is made on or before the date the other coverage ends, coverage will become effective on the day following the date the other coverage ends.

b. If the request for coverage is made no more than one month after the other coverage ends, coverage will become effective on the first day of the month following the month in which the Eligible Employee requests coverage.

c. If the request for coverage is made more than one month after the other coverage ends, the coverage will become effective the first day of the third month following the month in which the Eligible Employee requests coverage.

d. For those Eligible Employees who choose not to enroll in the Town's health insurance plan because the Eligible Employee is covered under another health insurance plan, the Town shall pay the Eligible Employee an additional lump sum payment in the amount of \$2,400.00 annually which shall be payable in the last month of the year the Eligible Employee chooses not to enroll in the Town's health insurance plan. In the event the Eligible Employee is qualified and chooses to opt in to the Town's health insurance plan during the first forty-eight (48) month period following an employee's retirement, the Eligible Employee shall receive a pro-rated lump sum payment for the full month(s) that the Eligible Employee did not receive the Town's health insurance plan.

C. Eligible Employees who are SOA or PBA bargaining unit members shall remain eligible for the "Severance" payment pursuant to Article XV of the parties' collective bargaining agreement except that Eligible Employees shall not be required to provide four months notice of their intent to retire. Instead, Eligible Employees shall receive the "Severance" payment provided they comply with the notice provisions of the Incentive set forth in Section 37-26 (D) and (G) above. However, notwithstanding any contrary practice or provision in the parties' collective bargaining agreement, any contractual payment due to an Eligible Employee for unused leave time upon retirement shall be spread out and paid in equal quarterly installments as a separate payment during the three fiscal years immediately following the effective retirement date of the Eligible Employee.

D. INAPPLICABILITY OF OTHER CONTRACTUAL INCENTIVES:

Notwithstanding anything to the contrary in the collective bargaining agreement(s) between the Town and the PBA, SOA and CSEA, or individual contract/resolution, any Eligible Employee who opts for this Incentive shall be deemed ineligible for any resignation or retirement incentive provided for in that collective bargaining agreement/contract/resolution.

E. RATIFICATION AND APPROVAL:

The terms and conditions of this Incentive are anticipated to be ratified and approved by the Town Board on May 21, 2014.

F. INVALIDITY OR ILLEGALITY:

If any provision of this Incentive is deemed to be invalid by any court, administrative agency or other entity of competent jurisdiction, then this entire Incentive shall be deemed null and void from its inception.

- Underline represents addition(s)

Dated: Riverhead, New York  
May 21, 2014

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF RIVERHEAD

DIANE M. WILHELM, TOWN CLERK

TOWN OF RIVERHEAD

Resolution # 375

**APPOINTS MIRANDA SAMBURSKY SLONE SKLAREN  
VERVENIOTIS, LLP AS SPECIAL COUNSEL  
IN THE MATTER OF MICHAEL A. MAFFIA V. TOWN OF RIVERHEAD**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy,

**WHEREAS**, on March 13, 2013 a complaint was filed by Michael A. Maffia, a former employee, with NYS Division of Human Rights against the Town of Riverhead under Case number 10160797 (the Matter); and

**WHEREAS**, Allied World National Assurance Company, as claims manager for Darwin National Assurance Company, the Insurer to the Town of Riverhead has determined that the law firm of Miranda Sambursky Slone SklarenVerveniotis, LLP be retained to defend or appear on behalf of Town of Riverhead in the Matter pending before the NYS Division of Human Rights.

**NOW THEREFORE BE IT RESOLVED**, that the law firm of Miranda Sambursky Slone SklarenVerveniotis, LLP be retained, nunc pro tunc, to defend or appear on behalf of Town of Riverhead in the Matter pending before the NYS Division of Human Rights; and be it further

**RESOLVED**, that the Riverhead Town Board, be and hereby, ratifies the Town Attorney executing a Retainer Agreement with Miranda Sambursky Slone SklarenVerveniotis, LLP in the form attached; and be it further

**RESOLVED**, that the Town Clerk is hereby directed to forward a certified copy of this resolution to Miranda Sambursky Slone Sklaren Verveniotis, LLP, 240 Mineola Boulevard, The Esposito Building, Mineola, New York 11501; and be it further

**RESOLVED**, that the Town Clerk is hereby directed to deliver a copy of this resolution to the Town Board, Town Attorney, Office of Accounting and the Personnel Dept; and that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and, if needed, a certified copy of same may be obtained from the Office of the Town Clerk.

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted



# MIRANDA SAMBURSKY SLONE SKLARIN VERVENIOTIS LLP

MICHAEL A. MIRANDA\*  
STEVEN VERVENIOTIS  
ONDINE SLONE  
NEIL L. SAMBURSKY\*  
RICHARD S. SKLARIN<sup>o</sup>

MAURIZIO SAVOJARDO  
MARK R. OSHEROW\*<sup>o</sup>  
COUNSEL

**WRITER'S DIRECT DIAL:**  
516-741-7755

**WRITER'S E-MAIL:**  
MMIRANDA@MSSSV.COM

THE ESPOSITO BUILDING  
240 MINEOLA BOULEVARD  
MINEOLA, NY 11501  
TEL (516) 741-7676  
FAX (516) 741-9060

WWW.MSSSV.COM

**BRANCH OFFICES:**  
WESTCHESTER, NY  
NEW YORK, NY  
CLARK, NJ

TODD HELLMAN\*  
NIR M. GADON<sup>o</sup>  
ROBERT E.B. HEWITT  
BRIAN S. CONDON<sup>o</sup>  
ANDREW G. VASSALLE  
KELLY M. ZIC  
JAMES R. FINN<sup>Δ</sup>  
ANNE P. EDELMAN  
GABRIELLA CAMPIGLIA  
ANDREW A. LIPKOWITZ\*  
MICHAEL T. CATALDO\*  
ROBERT D. WILKINS\*<sup>o</sup><sup>Ω</sup>  
DOMINIQUE M. ANTOINE\*  
ROBERT A. KOUBEK<sup>o</sup>  
THOMAS G. CONNOLLY

\*ALSO ADMITTED IN NEW JERSEY  
<sup>o</sup>ALSO ADMITTED IN CONNECTICUT  
<sup>Δ</sup>ALSO ADMITTED IN FLORIDA  
<sup>Ω</sup>ALSO ADMITTED IN MASSACHUSETTS  
<sup>o</sup>RESIDENT IN WESTCHESTER  
<sup>Ω</sup>ALSO ADMITTED IN MICHIGAN

May 5, 2014

**VIA EMAIL**

Robert Kozakiewicz  
Town Attorney  
Town of Riverhead  
200 Howell Avenue  
Riverhead, New York 11901

Re: ***Michael A. Maffia v. Town of Riverhead, Sewer and Scavenger  
Waste Plant***  
**Our File No. 13-428**

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Dear Mr. Kozakiewicz:

We have been retained by your insurer Allied to defend the captioned charge. There is a \$100,000 retention to the Town under the policy, inclusive of defense costs. The Town is thus obligated to pay our fees and expenses as part of the retention pursuant to the Allied policy terms.

Under New York law, you have the right to arbitration of any dispute regarding our retention. Also, Allied will review our invoices pursuant to their internal system. Our rates are \$170 for partners; \$150 for associates; and \$80 for paralegals.

Please sign this letter in the space provided and return it to our office.

**ROBERT KOZAKIEWICZ, TOWN ATTORNEY**  
**MAY 5, 2014**  
**PAGE 2 OF 2**

We look forward to successfully resolving this matter.

Sincerely,  
**MIRANDA SAMBURSKY SLONE SKLARIN VERVENIOTIS LLP**



Michael A. Miranda

AGREED TO:

---

Robert Kozakiewicz  
Town of Riverhead

TOWN OF RIVERHEAD

Resolution # 376

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

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

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

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

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

**NOW, THEREFORE, BE IT RESOLVED**, that the Supervisor is hereby authorized to execute the attached agreement authorizing the Town of Riverhead to accept funds from Suffolk County Office for the Aging for the purpose of supplementing the budget of the Town's Wellness in Nutrition Program in an amount not to exceed \$249,291.00 for 2014/2015; and be it further

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

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

**THE VOTE**

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

The Resolution Was  Was Not   
Thereupon Duly Declared Adopted

**Consultant/Personal Services Contract**

This Contract ("the Contract") is between the County of Suffolk ("the County"), a municipal corporation of the State of New York, acting through its duly constituted Office for the Aging ("the Department"), located at the H. Lee Dennison Building – 3<sup>rd</sup> Floor, 100 Veterans Memorial Highway, Hauppauge, New York (Mailing address: P.O. Box 6100, Hauppauge, New York 11788-0099); and

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

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

**Term of the Contract:** Shall be from April 1, 2014 through March 31, 2015, with an option to extend, to be exercised at the County's discretion, through September 30, 2015 on the same terms and conditions herein.

<b>Total Meals:</b>	<b>Daily Congregate:</b>	<b>Daily Home-Delivered Meals:</b>
	67 – Not to exceed 16,683 annually	96 – Not to exceed 25,056 annually
	Not to exceed \$ 79,912 annually	Not to exceed \$169, 379 annually

**Total Cost of the Contract:** Shall not exceed \$249,291.00 as set forth in Article II, attached.

**Terms and Conditions:** Shall be as set forth in Articles I and II and Exhibits 1 and 2, attached hereto and made a part hereof and Contractor's Response to RFQ No. 001/2011/MVK and associated addendum on file in the Department and which are incorporated herein as if the same were repeated herein in full.

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

**Town of Riverhead**

**County of Suffolk**

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

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

**Approved:  
Department**

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

**Recommended:**

By: \_\_\_\_\_ Date \_\_\_\_\_  
Michelle Belsky  
Food Service Supervisor

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

\_\_\_\_\_  
Date \_\_\_\_\_  
Signature

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

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



## List of Articles & Exhibits

### Article I

#### Description of Services

### Article IA

#### Grievance Procedures

### Article II

#### Financial Terms and Conditions

1. Conflicting Provisions
2. General Payment Terms
3. Agreement Subject to Appropriation of Funds
4. Accounting Procedures
5. Audit
6. Comptroller's Rules and Regulations for Consultant's Agreements
7. Financial Statements and Audit Requirements
8. Statement of Other Contracts
9. Miscellaneous Fiscal Terms and Conditions
10. Specific Payment Terms and Conditions

### Exhibit 1

#### County Terms and Conditions

1. Elements of Interpretation
2. Meanings of Terms
3. Contractor Responsibilities
4. Qualifications, Licenses, and Professional Standards
5. Notifications
6. Documentation of Professional Standards
7. Credentialing
8. Engineering Certificate
9. Termination
10. Indemnification and Defense
11. Insurance
12. Independent Contractor
13. Severability
14. Merger; No Oral Changes
15. Set-Off Rights
16. Non-Discrimination in Services
17. Nonsectarian/Nonpartisan Declaration
18. Governing Law
19. No Waiver
20. Conflicts of Interest
21. Cooperation on Claims
22. Confidentiality
23. Assignment and Subcontracting

24. Changes to Contractor
25. No Intended Third Party Beneficiaries
26. Certification as to Relationships
27. Publications
28. Copyrights and Patents
29. Arrears to County
30. Lawful Hiring of Employees Law in Connection with Contracts for Construction or Future Construction
31. Record Retention
32. Certification Regarding Lobbying
33. Notice

**Exhibit 2**

**Suffolk County Legislative Requirements**

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

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

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

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

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

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

**1. Conflicting Provisions**

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

**2. General Description of Services**

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

**3. Adherence to Regulations**

- a. The Contractor must comply with the regulations and statutes applicable to the conduct of the Nutrition Program for the Elderly contained in Title III of the Federal Older Americans Act (42 U.S.C.A. §3030e et seq.) as required by the United States Department of Health and Human Services, its Administration on Aging, the New York State Office for the Aging, and Aging; and/or New York Executive Law Article 19-J, 9 NYCRR Section 6654.10 and Section 6654.11.
- b. The Contractor shall provide all nutrition services in conformity to New York State Office for the Aging requirements which are incorporated in the Suffolk County Office for the Aging Policy and Procedure Manuals (Appendices) and will adhere to the requirements of the Suffolk County Office for the Aging Technical Assistance Packet (see Appendices).
- c. The Contractor shall adhere to the program specifications as outlined on the Summary Sheet(s) for either Congregate Program or Home Delivered Programs as submitted for RFQ No. 001/2011/MVK, which may be modified and is (are) attached and made part of the Contract.

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

**4. Applicable to All Programs**

- a. In general, but without limitation, the Contractor shall be required to meet the criteria listed below:
  - i. Each meal must provide a minimum of one-third of the Dietary Recommended Intakes ("DRI") for the sixty (60)-plus age group as established by the Food and Nutrition Board of the National Academy of Sciences, National Research Council with menus developed under the supervision of, and approved by, the Department on a six-week cycle. Special low salt and basic diabetic diets must be provided to those clients requiring such upon physician's order. The meal pattern and the amounts must follow those set forth by the New York State Office for the Aging. All aspects of food preparation and service must meet the standards of the Suffolk County Department of Health Services, e.g., safe temperature of food – hot entrée always served at a minimum of 140°F, salad and other cold items served at 41°F or below. There shall be no more than two (2) hours between the time of completion of cooking and the beginning of serving for foods which need to be held at temperatures above 140 degrees F. For home-delivered meals, this applies to the last meal served on the route.
  - ii. The Contractor shall cooperate with and accept direction from the Department's staff.
  - iii. All nutrition programs which cook on site must hold a complete sample of each day's meal(s), including all components except milk and bread, in the refrigerator for five (5) days for testing purposes. All nutrition programs which serve catered meals must hold a complete sample of each day's meal(s), including all components except milk and bread, if possible, or hold three (3) tablespoons of each meal component, in the refrigerator for five (5) days for testing purposes.
  - iv. All congregate sites will develop and maintain emergency plans for weather and evacuation. A copy of the plan will be submitted to the Department at least annually and in the event of modifications to the plans.
  - v. The County will not reimburse for meals ordered by the Contractor from a caterer who is directly paid by the County in instances where those meals are not served or verified as eligible. The cost of those unserved meals will be deducted from the Contractor's voucher for the month in which they were ordered but not served or verified.

**b. Specifications for Congregate Meal Programs**

- i. Persons sixty (60) years of age or older or who are the spouse of an eligible individual regardless of age are eligible to participate in the congregate program. Congregate meals may be available to handicapped or disabled person under sixty (60) years of age who reside with eligible congregate participants. There is no means test to qualify. The standardized National Aging Program Information System (NAPIS) Client Registration Form (see also Policy & Procedure Manual) or New York State (NYS) Short form must be completed for all participants. All participants must be re-registered every April 1<sup>st</sup>.
- ii. The Contractor's preparation site where the food is prepared, processed, and/or packaged must meet Suffolk County Department of Health Services and/or State Department of Health regulations. Consistent with these regulations, all food handlers who prepare or work with food must have a Food Manager's Certificate. Periodic physical examinations may be required. Further, the Contractor shall assure that such employees observe good habits of personal hygiene. The Contractor must provide the Department with a copy of the most recent Suffolk County Department of Health Services Food Establishment Inspection Report, and any subsequent reports issued during the term of the Contract. The Contractor must provide evidence that any violations cited on said report have been corrected and that the preparation site remains in compliance with Suffolk County Department of Health Services and/or State Department of Health regulations.
- iii. The nutrition site shall be open as stated on the Summary Sheet, which is attached and made part of this Contract; fully staffed, during regular business hours based on local need and available funding. Holiday schedules are to be posted one month in advance at the nutrition site. The Contractor shall submit copies of all holiday schedules and staff vacations to the Department.
- iv. The Contractor must provide participant transportation as needed and supportive services as appropriate to the needs and abilities of each participant. Supportive services include nutrition education, information and referral, outreach, public information, recreation, shopping assistance, socialization and volunteer activities. Nutrition education and training must include speakers and/or presentations. Flyers and hand-outs by themselves are not considered nutrition education.
- v. When viewed as a whole, transportation services must be accessible to people with disabilities as required by the Americans with Disabilities Act of 1990 (P.L. 101-336) and the regulations thereunder (49 CFR part 37).
- vi. The Contractor must abide by standards set forth under both Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 (P.L. 101-336) and the regulations thereunder (28 CFR Parts 35 and 36) which require that all programs and facilities (buildings, restrooms, etc.) must be accessible to the handicapped.
- vii. The site manager shall work closely with the Department's staff and other local agency staff to provide a full array of supportive services for participants.

**c. Specifications for Home-Delivered Meal Programs**

- i. Eligibility must be determined prior to the delivery of service by using the standardized Comprehensive Assessment Tool (COMPASS – Form) (see also Policy & Procedures Manual – Appendices). Each client receiving home-delivered meals must be reassessed at appropriate intervals based on each client’s situation, but in no instance less frequently than at least once in each twelve-month period. The Contractor will also make a six-month contact in the form of a home visit or a telephone call.
- ii. The packaging of meals must meet the standards of the Suffolk County Department of Health Services. Aluminum foil partitioned containers are recommended. In order to maintain safe food temperatures in delivery, equipment approved by the National Sanitation Foundation must be purchased. Menus, whenever possible and feasible, should be sent to the clients.
- iii. The Contractor must provide supportive services to the homebound client according to his or her specific needs. The frequency of the supportive services will be determined by the individual assessment. Nutritional counseling and education must be included in this service.
- iv. The Contractor shall provide a meal for those holidays and/or weather emergencies that fall on a weekday. The holiday/emergency meals may be frozen or canned and must be delivered the last business day before the holiday or weather emergency. In addition, an emergency supply of shelf-stable food should be made available twice a year for weather related emergencies. A list of suggested food items is available from the Department. (see Policy & Procedure Manuals)

**5. Administration**

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

**6. Contractor’s Staff**

- a. The Contractor agrees to employ adequate numbers of qualified staff and supervisory personnel to meet all the specifications and responsibilities of the program in an orderly, punctual and reliable manner and to assure the health, safety, and welfare of participants. Personnel involved in all aspects of food handling and preparation are to be in good health and trained to ensure the safety standards of the food prepared and served. A full-time manager/supervisor will direct and coordinate the daily operations. All meetings and trainings required by the County are to be attended by the appropriate staff. The Contractor will have on file with the Department the procedures to be followed by workers and other staff in case of emergency.

- b. The County shall have the right to prior approval of the filling of any site manager position and the home-delivered meal assessor, and shall be advised by the Contractor of the duties and compensation of all personnel assigned to the Nutrition Program for the Elderly Program.

## 7. 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.

## 8. Targeting and Outreach

- a. Targeting activities must be designed to identify individuals in the target populations who need services and to increase service delivery to the target population by linking targeted populations to, or providing them with, appropriate service. Consistent with the Older Americans Act (OAA) and NYS applicable regulations, including the following laws: the 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).
- b. The Contractor must give preference to providing services to older individuals with the greatest economic or social needs with particular attention to specifically identified targeted groups, (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)).
- c. The following four target groups have been identified as having the greatest economic and social needs: minority, low income, frail and vulnerable.
  - i. **Minority** - persons of Black, Hispanic, Asian, Native American (American Indian), Alaska Native, Native Hawaiian or Other Pacific Islander origins. Persons whose origins are of Two (2) or More Races or who are identified as being in a racial category different from those above (other than white) may be included (see the Other Race or Two (2) or More Races categories, defined below).
    - a) Black - refers to a person who has origins in any of the Black racial groups of Africa. This includes, for example, persons who self-report as Black, African American, Kenyan, Nigerian, Haitian or other applicable identification.
    - b) Hispanic (or Latino) - refers to a person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin regardless of race. Hispanic origin can be viewed as the heritage, nationality group,

lineage, or country of birth of the person or the person's parents or ancestors before their arrival in the United States. People who identify their origin as Hispanic, Latino, or Spanish may be any race.

- c) Asian - refers to a person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent, including, but not limited to, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.
  - d) American Indian or Alaska Native - refers to a person having origins in any of the original peoples of North and South America (including Central America) and who maintains tribal affiliation or community attachment. This category includes people who indicated their race(s) as "American Indian or Alaska Native" or reported their enrolled or principal tribe, such as Navajo, Blackfeet, Inupiat, Yup'ik, and/or Central American or South American Indian groups.
  - e) Native Hawaiian or Other Pacific Islander - refers to a person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
  - f) Other Race or Two (2) or More Races - this category includes persons who self-identify as multiracial, mixed, interracial, or a racial category other than white, not included in the descriptions above.
- ii. **Low – Income** - Persons with incomes at or below 100% (150% for WIN) of the poverty level.
- iii. **Frail** – Persons with one or more functional deficits in the following areas:
- a) Physical functions;
  - b) Mental functions;
  - c) Activities of daily living (eating, bed/chair transfer, dressing, bathing, toiletry and continence); and/or,
  - d) Instrumental activities of daily living (meal preparation, housekeeping, shopping, medications, telephone, travel, and money management).
- Disabled** – Any person who has a physical or mental impairment which substantially limits one or more major life activities, has a record of such impairment, or is regarded as having such an 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.

## 9. 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 (l)). Accessibility requirements include provision of services and assistive devices (including assistive technology services and devices) designed to meet the unique needs of older individuals who are disabled, and of older individuals who provide uncompensated care to their adult children with disabilities. Providers must ensure that communications with individuals with disabilities are as effective as communications with others (ADA, 28 CFR 35.160-35.164). For example, auxiliary aids and services may include:
  - For individuals who are deaf or hard of hearing: qualified interpreters, notetakers, computer-aided transcription services, written materials, telephone handset amplifiers, assistive listening systems, telephones compatible with hearing aids, closed caption decoders, open and closed captioning, telecommunications devices for deaf persons (TDDs), videotext displays, and exchange of written notes.
  - For individuals with vision impairments: qualified readers, taped texts, audio recordings, Brailled materials, large print materials, and assistance in locating items.
  - For individuals with speech impairments: TDDs, computer terminals, speech synthesizers, and communication boards.
- c. Additionally, consistent with the Civil Rights Act of 1964, Title VI, the Title VI regulations, federal Executive Order 13166, and the NYS Human Rights Law, all subcontractors are required by law to take reasonable steps to provide meaningful access to limited English proficient persons. All aging services providers are obligated to provide reasonable, timely, and appropriate language assistance to the limited English proficiency (LEP) populations each serves.

**Mandated Action:**

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

**10. Reporting Requirements**

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

**i. Monthly Program Reports**

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

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

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

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

**ii. Monthly Fiscal Reports**

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

**iii. Demographics**

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

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

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

Size of Family Unit	100 % of Poverty Threshold	150% of Poverty Threshold	185% of Poverty Threshold
1	\$11,670/year	\$17,505/year	\$21,589.50/year
2	\$15,730/year	\$23,595/year	\$29,100.50/year

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

**c. Electronic Reporting**

- i. The Contractor shall maintain electronic records on all program participants using the most currently approved form provided by the Department and compliant with State and Federal reporting requirements. Data for all participants must be updated monthly.
- ii. In order to comply with electronic reporting requirements, the Contractor must have adequate computer equipment and software available to support the approved form.
- iii. NAPIS required registration must be completed for all congregate and home-delivered meal participants. The congregate NY Short Form or NAPIS Client Registration Form and home delivered NY Comprehensive AFM form or subsequent approved assessment tool(s) must be entered electronically in SAMS 2000 or in subsequent County approved computer systems. All participant data must be entered completely by the twelfth (12<sup>th</sup>) of each month for the previous month’s data.
- iv. Home-delivered meal participants must have eligibility determined 1) prior to the delivery of service using the NAPIS required NY Comprehensive AFM form or subsequent approved assessment tool, or 2) in cases where there is a documented emergency, the assessment must be done within five (5) working days of service delivery. The Contractor shall contact the Department’s Nutrition Unit of any occurrence whereby the assessment is not completed under 1) or 2) above. Each participant receiving home-delivered meals must be reassessed at appropriate intervals based on each participant’s situation, but in no instance less frequently than at least once in each twelve-month period. The Contractor will also make a six-month reassessment in the form of a home visit or a telephone call. The assessment and subsequent reassessments must be entered electronically and completed by the twelfth (12<sup>th</sup>) of each month for the previous month’s data.

**11. Incident Reporting**

- a. The Contractor agrees to provide the Department with reports of all instances of claims, costs, damages, and injuries to persons or property of whatsoever kind arising out of services provided under this Contract. All such notifications should be given to the Department immediately after the incident, if possible, but in no case longer than five (5) days after the incident. The Contractor further agrees to send the Department copies of all “notices of

claim” or any other papers relating to litigation it receives relating to the program covered under this Contract.

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

**12. Confidentiality**

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

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

**13. Promotions and Advertising**

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

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

**Purchased with State/County Funding:**  
Funding provided by the  
New York State Office for the Aging  
through Suffolk County

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

**14. Contributions**

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

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

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

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

#### **15. Soliciting Participant Comments & Satisfaction Surveys**

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

Contributions are welcomed and are used to expand this service.

#### **16. Monitoring**

##### **a. Financial Transactions**

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

**b. Program**

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

**17. 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.

**18. Certificate of Incorporation**

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

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**GENERAL FOOD SPECIFICATIONS**

**FOOD SPECIFICATIONS FOR CYCLE MENUS**

Meat or Alternate

Meats - USDA Choice or Better

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

Vegetables and Fruits

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

All fresh fruits and fresh vegetables must be washed.

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

½ cup represents drained weight of fruits and vegetables

Frozen Vegetables - Grade A - Fancy (USDA)

Canned Vegetables - Grade A - Fancy (USDA)

Margarine - from liquid vegetable oil and fortified with Vitamin A

Bread/Alternate - whole grain or enriched

Instant Mashed Potatoes must be fortified with Vitamin C

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

Desserts

Gelatin - fortified with Vitamin C

Milk-based puddings used for pudding mix

Canned Fruits - Grade A - Fancy (USDA)

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

Frozen Fruits - Grade A - Fancy (USDA)

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

**End of Text for Article I**

**Contractor's Response to RFQ No. 001/2011/MVK  
For Nutrition Programs for the Elderly**

**Town of Riverhead**

**Contractor's Response for Targeting, Outreach & Equal Access  
For Nutrition Programs for the Elderly**

**Town of Riverhead**

**Article IA  
Grievance Procedures**

**1. Purpose**

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

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

a. The Contractor shall inform all participants in the program of the right to file a grievance. A summary of the procedures, including a statement that assistance to file shall be provided to older persons, must be prominently posted at service delivery sites or offices at which participants and service applicants apply for services. Summaries must be in a format approved by Aging and shall also be written in languages other than English where required to serve the client/applicant population. Service participants shall be informed of the grievance procedures through written and verbal statements provided to them upon assessment and/or reassessment for services.

b. A participant or applicant who is denied Title III services by the Contractor and the Aging program monitor must be given the reasons for the denial. The denial shall be confirmed in writing and the applicant informed of the right to file a grievance and to whom the grievance shall be addressed. For services which are applied for by telephone or verbally, in person, the client may be told of the right to file a grievance verbally.

**3. Grievance Process**

a. Filing of grievances must follow the following process:

- i. Participants must submit their grievances in writing to Aging’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. Aging’s Program Administrator may grant an extension for good cause shown.
- iii. The grievance should be filed on the form approved by Aging, 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 Aging’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 Aging's Director within twenty (20) calendar days following receipt of notification by the Program Administrator of the decision.
- ii. Aging's Director shall request copies of the initial file on the complaint in question. Aging's Director will review the materials to ensure that pertinent policies and procedures have been applied and followed. If appropriate, Aging'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, Aging's Director will not overturn the decision of the Program Administrator. If proper policies and procedures have not been applied, Aging 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.

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 Aging or the service provider aging; 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.

4. **Record Keeping**

Aging shall keep the records of the grievance and its handling for six (6) years following the conclusion of

**Article II**  
**Financial Terms and Conditions**

**1. Conflicting Provisions**

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

**2. 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 (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 31 of Exhibit 1, and paragraph 4(b) of Article II.

**b. Voucher Documentation**

The Suffolk County Payment Voucher shall list all information regarding the Services and other items for which expenditures have been or will be made in accordance with the Contract. Either upon execution of the Contract (for the Services already rendered and expenditures already

made), or not more than thirty (30) days after the expenditures were made, and in no event after the 31<sup>st</sup> day of January following the end of each year of the Contract, the Contractor shall furnish the County with detailed documentation in support of the payment for the Services or expenditures under the Contract, e.g., dates of the Service, worksite locations, activities, hours worked, pay rates for all Services. 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. 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. 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.

**c. Payment by County**

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

**d. Final Voucher**

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

**3. 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 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.
- d. 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.

**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.

**5. Audit**

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 any other Fund Source.

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 31 of Exhibit 1, and paragraph 4(b) of Article II.

**6. Comptroller's Rules and Regulations for Consultant's Agreements**

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" may be viewed online at the County's website, SuffolkCountyny.gov; go to "Government," then "Comptroller," then "Consultant's Agreements."

**7. Financial Statements and Audit Requirements**

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

b. The Auditor should be required to meet the following minimum requirements:

i.) a current license issued by the New York State Education Department;

ii.) sufficient auditing experience in the nonprofit, governmental or profit-making areas, as applicable; and

iii.) a satisfactory peer review issued within not more than three (3) years prior to the date when the Auditor was selected to conduct the audit.

c. The audit must be conducted in accordance with generally accepted governmental auditing standards. Financial statements must clearly differentiate between County-funded programs and other programs that the Contractor may be operating. The use of subsidiary schedules should be encouraged for this purpose. The Auditor must also prepare a Management Letter based on the audit.

d. In the event the Contractor is a non-profit organization or unit of local government and expends five hundred thousand (\$500,000.00) dollars or more of Federal monies, whether as a recipient expending awards received directly from Federal awarding agencies, or as a subrecipient expending Federal awards received from a pass-through entity, such as New York State or Suffolk County, during any fiscal year within which it receives funding under the Contract, the audit must be conducted, and the audit report ("Single Audit Report") must be, in accordance with OMB Circular No. A-133 (revised June 27, 2003). Single Audit Reports must also be submitted to the designated clearinghouse, cognizant agency and/or pass-through entity, to the extent required by the OMB Circular referred to above.

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

f. Copies of all financial statements, Management Letters, Single Audit Reports and other audit reports must be transmitted to the County and to the Executive Director of Auditing Services at the address set forth above. The reports must be submitted within thirty (30) days after completion of the audit, but in no event later than nine (9) months after the end of the Contractor's fiscal year, to which the audit relates.

g. These requirements do not preclude the County, the Comptroller, or their authorized representatives, or Federal or State auditors from auditing all records of the Contractor. Therefore, the records of the Contractor must be made available to authorized representatives of Federal, State and County government for that purpose.

h. The provisions of this paragraph shall survive the expiration or termination of the Contract.

## 8. Statement of Other Contracts

Prior to the execution of the Contract, the Contractor shall submit a Statement of Other Contracts to the County, which shall be

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

**9. 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 such event, no

payment shall be made until the Contractor submits timely documentation in the manner and form as shall be required by State and/or Federal agency. If late submission of Contractor's claims precludes the County from claiming State or Federal reimbursement, such late claims shall not be honored. If, for any reason, the full amount of such State/Federal 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. Contractor Vacancies**

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

**i. No Limitation On Rights**

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

**10. Specific Payment Terms and Conditions**

Rate information follows as set forth on the Rate Page.

**The rest of this page is intentionally left blank**

**Town of Riverhead**  
**RATE PAGE**  
**IIC Nutrition Program**  
**April 1, 2014 - March 31, 2015**

**CONGREGATE MEALS**

**\$4.79**

**HOME DELIVERED MEALS**

**\$6.76**

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

**End of Text for Article II**

**Exhibit 1  
County Terms and Conditions**

**1. Elements of Interpretation**

As used throughout the Contract:

a. 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.

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

**2. Meanings of Terms**

As used in the Contract:

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

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

“**Contractor**” means the signatory person, partnership, corporation, association or other entity, 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 4 through 7 of this Exhibit 1 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; 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 the County determines, in its sole discretion, that is dangerous.

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

“**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.

“**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.

“**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.

**3. Contractor Responsibilities**

a. 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.

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

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

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

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

a. 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.

b. 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.

**5. Notifications**

a. 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 or the Contractor to perform the Services.

b. 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.

c. 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.

**6. 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 paragraphs 4 and 5 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.

**7. Credentialing**

a. 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.

b. 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.

**8. 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.

**9. 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 33 of this Exhibit I.

**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 shall be 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 5(c) and 15 of this Exhibit 1.

**11. Insurance**

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

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

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

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

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

b. The County may mandate an increase in the liability limits set forth in the immediately preceding paragraphs (11)(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 and certificates, 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.

**10. 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.

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.

**12. Independent Contractor**

The Contractor is not, and shall never be, considered an employee of the County for any purpose. Notwithstanding anything herein, 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.

**13. Severability**

It is expressly agreed that if any term or provision of the 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.

**14. 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.

**15. 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 moneys 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.

**16. Non-Discrimination in Services**

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

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

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

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

**17. Nonsectarian/Nonpartisan Declaration**

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

**18. Governing Law**

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

**19. 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.

**20. 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.

**21. 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.

**22. 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.

**23. Assignment and Subcontracting**

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

Contract, or assign all or any portion of the monies that may be due or become due hereunder, (collectively referred to in this paragraph 23 as "Assignment"), to any other person, entity or thing without the prior written consent of the County, and any attempt to do any of the foregoing without such consent shall be void ab initio.

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

**24. Changes to Contractor**

a. The Contractor may, from time to time, with the County's 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, 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,

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 Exhibit 2 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 33 of this Exhibit 1 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 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.

**25. No Intended Third Party Beneficiaries**

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

**26. 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 percent (5%) or more of the Contractor, and the County.

**27. 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."

**28. Copyrights and Patents**

**a. Copyrights**

If the work of the Contractor should result in the production of original books, manuals, films, or other materials for which a copyright may be granted, the Contractor may secure copyright protection. However, the County reserves to itself, and the Contractor hereby gives to the County, and to any other person designated by the County, a royalty-free, nonexclusive license to produce, reproduce, publish, translate, or otherwise use any such materials.

**b. Patents**

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

**29. Arrears to County**

The 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.

**30. 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 Exhibit 2 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.

**31. 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.

**32. 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.

**33. Notice**

Unless otherwise expressly provided herein, 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 100 Veterans Memorial Highway, P.O. Box 6100, (Sixth Floor), Hauppauge, New York, 11788-0099.

**End of Text for Exhibit 1**

Exhibit 2  
Suffolk County Legislative Requirements

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

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

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

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

**Required Form:**

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

**2. Living Wage Law**

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

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

**Required Forms:**

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

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

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

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

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

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

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

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

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

**Required Form:**

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

**4. Lawful Hiring of Employees Law**

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

This Contract is subject to the Lawful Hiring of Employees Law of the County of Suffolk. It provides that all covered employers, (as defined), and the owners thereof, as the case may be, that are recipients of compensation from the

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

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

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

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

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

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

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

**Required Forms:**

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

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

**5. Gratuities**

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

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

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

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

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

**7. Child Sexual Abuse Reporting Policy**

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

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

**8. Non Responsible Bidder**

It shall be the duty of the Contractor to read, become

**Consultant/Personal Services - IIC Nutrition /WIN**

familiar with, and comply with the requirements of Article II of Chapter 189 of the Suffolk County Code.

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

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

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

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

**10. Youth Sports**

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

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

**11. Work Experience Participation**

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

**12. Safeguarding Personal Information of Minors**

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

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

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

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

**End of Text for Exhibit 2**

TOWN OF RIVERHEAD

Resolution # 377

**AUTHORIZATION TO PUBLISH NOTICE OF THE PUBLIC PRESENTATION OF THE TOWN OF RIVERHEAD'S ANNUAL MS4 STORMWATER CERTIFICATION REPORT**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

**WHEREAS**, the Town of Riverhead is required to present its annual MS4 Stormwater Certification Report to the public pursuant to its New York State Pollutant Discharge Elimination System Permit (No. GP-0-10-002).

**NOW THEREFORE BE IT RESOLVED**, that the Town Clerk is hereby authorized to publish and post the following Notice of Presentation in the May 22, 2014, issue of the News-Review; and be it further

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

**THE VOTE**

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

The Resolution Was  Was Not   
Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD  
NOTICE OF PRESENTATION**

**PLEASE TAKE NOTICE** that a public presentation of the Town of Riverhead's Annual MS4 Stormwater Certification Report will be conducted on May 29, 2014, at 10 a.m., at Riverhead Town Hall, Town Board Meeting Room, 200 Howell Avenue, Riverhead, New York.

Dated: Riverhead, New York  
May 21, 2014

**BY AUTHORITY OF NEW YORK STATE  
POLLUTANT DISCHARGE ELIMINATION  
SYSTEM PERMIT No. GP-0-10-002**

**DIANE M. WILHELM, TOWN CLERK**

TOWN OF RIVERHEAD

Resolution # 378

**AUTHORIZES PAYMENT TO APPLE HONDA**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, by Resolution #467 adopted by the Town Board on June 2012, the Town of Riverhead accepted the donation of use of a natural gas powered vehicle from Apple Honda at no cost to the Town and authorized execution of a Lease Agreement between the Town and Apple Honda; and

**WHEREAS**, the term of such Lease Agreement was one year which expired on June 24, 2013 and included Town responsibility for all "risk of loss and damage to the vehicle from any and every cause whatsoever"; and

**WHEREAS**, upon return of the Honda vehicle to Apple Honda in June 2013, some minor damage was noted by Apple Honda and a Repair Order in the amount of \$195.00 was sent to the Town.

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Board hereby authorizes payment of \$195.00 to Apple Honda to cover repair to the Honda vehicle leased by the Town; and be it further

**RESOLVED**, that the Town Clerk is hereby directed to forward a copy of this resolution to William Fields, General Manager, Apple Honda, 1375 Old Country Road, Riverhead, NY 11901, Town Accounting Department, Senior Citizen Department; and be it further

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

**THE VOTE**

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

The Resolution Was  Was Not   
Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 379

**DECLARES CAMPO BROTHERS IN DEFAULT IN CONNECTION WITH  
THE SUBDIVISION ENTITLED "CEDAR COVE"**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

**WHEREAS**, the Riverhead Planning Board, by resolution dated June 5, 2006, approved the final plat subdivision map entitled "Cedar Cove", located on the west side of West Lane, Aquebogue, New York; and

**WHEREAS**, Campo Brothers posted People's United Bank Standby Irrevocable Letter of Credit #100434 in the amount of \$202,000.00 representing improvements to be completed within said subdivision; and

**WHEREAS**, by Resolution #152, dated February 22, 2012, the Town Board approved a two-year extension of time, June 1, 2010 to June 1, 2012, for the performance security to remain in place; and

**WHEREAS**, by Resolution #566, dated July 17, 2012, the Town Board approved an additional two-year extension of time, June 1, 2012 to June 1, 2014, for the performance security to remain in place; and

**WHEREAS**, Campo Brothers has failed, or neglected to perform, the required site improvements within the subdivision entitled "Cedar Cove"; and

**WHEREAS**, Campo Brothers remains in default in connection with said subdivision.

**NOW THEREFORE BE IT HEREBY RESOLVED**, that the Riverhead Town Board hereby declares Campo Brothers in default and calls upon Campo Brothers to perform in all respects, all road and drainage improvements within the subdivision entitled "Cedar Cove" or reimburse the Town for the costs and damages which the Town may sustain by reason of failure of default, and for any and all costs associated with corrective action the Town takes in the interest of protecting the health, safety and well being of the community and its residents; and be it further

**WHEREAS**, the Town Board hereby authorizes the call and draw upon the performance security posted in connection with this subdivision and retain the services of a licensed engineer to design the required improvements, suitable for public bid, and construct same at the expense of the developer; and

**RESOLVED**, that the Town Attorney is hereby directed to present People's United Bank Standby Irrevocable Letter of Credit #100434 in the amount of \$202,000.00 for payment by reason of default of Campo Brothers on or about May 29, 2014; and be it further

**RESOLVED**, that the Town Clerk is hereby directed to forward a copy of this resolution to Michael Strauss, Esq., Attorney for Campo Brothers, 907 Main Street, Suite 2, Port Jefferson, New York, 11777; and be it further

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

**THE VOTE**

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

The Resolution Was  Was Not   
Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 380

**DETERMINES THAT THE REAL PROPERTY LOCATED AT 200 MEETING HOUSE CREEK ROAD, RIVERHEAD, NEW YORK, ALSO KNOWN AS SUFFOLK COUNTY TAX MAP NO. 600-86-2-25.3, IS UNSIGHTLY AND/OR AN ENVIRONMENTAL PUBLIC NUISANCE WHEREBY SUCH CONDITIONS MAY CAUSE A FIRE HAZARD, CREATE A NUISANCE, OBSTRUCT VISIBILITY OR FURNISH A POTENTIAL HARBORAGE OR BREEDING PLACE FOR DISEASE-CARRYING ANIMALS, INSECTS, ARTHROPODS OR SNAKES AND DIRECTS THE ENGINEERING DEPARTMENT TO FACILITATE ABATEMENT AND REMEDIATION OF SUCH CONDITION(S) ON SUCH REAL PROPERTY**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, Riverhead Town Chief Fire Marshal Craig W. Zitek determined that the real property located at 200 Meeting House Creek Road, Riverhead, New York, also known as Suffolk County Tax Map No. 600-86-2-25.3, contained the following conditions, namely: yard waste, rubbish, litter, garbage/refuse in the yard surrounding and including the house and contents that were destroyed by a fire on March 11, 2013, in violation of Riverhead Town Code section(s) 96-5(B); and

**WHEREAS**, the real property owner of said real property was directed to abate the aforementioned conditions on or before April 14, 2014, pursuant to statutory notice requirements; and

**WHEREAS**, the real property owner of said real property failed to abate the aforementioned conditions as so directed.

**NOW THEREFORE BE IT RESOLVED**, that the Town Board, upon due deliberation and consideration of all of the evidence adduced herein, determines that the subject real property contains the following conditions, namely: yard waste, rubbish, litter, garbage/refuse in the yard surrounding and including the house and contents that were destroyed by a fire on March 11, 2013, which is an unsightly condition and/or poses an environmental public nuisance in that such condition(s) poses a blight upon such real property and/or may cause a fire hazard, create a nuisance to children, obstruct visibility to said real property or to street locations or may furnish a potential harborage or breeding place for disease-carrying animals, insects, arthropods or snakes or is covered by excess growth or vegetation.

**BE IT FURTHER RESOLVED**, that the subject property owner was timely and properly notified of said condition(s) of the real property pursuant to statutory requirements, and that the property owner failed to abate and/or remediate said condition(s) of the real property with notice of the consequences of same; and

**BE IT FURTHER RESOLVED**, that the Town Engineering Department is ordered to facilitate the abatement and/or remediation of said condition(s) by whatever means it deems reasonably appropriate in conformance with Riverhead Town Code Chapter 96.

**BE IT FURTHER RESOLVED**, that the Town Engineering Department is further directed to provide an accounting and itemization to the Town Board of all costs and expenses incurred by the Town Engineering Department to abate and/or remediate said condition(s) on the real property upon completion of such abatement and/or remediation pursuant to Riverhead Town Code Chapter 96.

**BE IT FURTHER RESOLVED**, that the Town Board adopts, and the Supervisor and Town Accounting Department are hereby authorized to establish, the following budgetary appropriation, for the purpose of defraying the costs and expenses of the property abatement which shall ultimately be assessed against the real property:

001.010010.411000	Property Taxes	\$40,000.00
001.086660.540000	Contractual Expenses	\$40,000.00

**BE IT FURTHER RESOLVED**, that the Town Clerk shall forward a copy of this resolution to the Town Engineering Department and Chief Fire Marshal. In addition, 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.

**BE IT FURTHER RESOLVED**, that the Chief Fire Marshal shall forward a copy of this resolution to the subject property owner pursuant to statutory notice requirements contained within Chapter 96-6(C).

#### **THE VOTE**

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

The Resolution Was  Was Not   
Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 381

**GRANTS SPECIAL USE PERMIT PETITION OF 626 WEST MAIN STREET REALTY, LLC TO DEMOLISH AND RECONSTRUCT EXISTING GAS STATION (626 WEST MAIN STREET, RIVERHEAD)**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

**WHEREAS**, the Riverhead Town Board is in receipt of a special use permit petition made by 626 West Main Street Realty, LLC, to demolish an existing gas station, convenience store and fuel dispensers and replace with a larger convenience store of approximately 1,800 square feet, a 24 foot by 74 foot fueling canopy, four (4) fuel dispensers and miscellaneous site improvements upon premises located at 626 West Main Street, Riverhead, New York 11901; such real property more particularly described as Suffolk County Tax Lot Number 0600-124-3-21.1; and

**WHEREAS**, the petition, among other things, consists of an Application for Special Permit dated July 31, 2013, an Full Environmental Assessment Form dated August 2, 2013, a 200 feet radius map, Notice of Consent sworn to on the 6<sup>th</sup> day of August, 2013 by Jose Montero of 626 West Main Street Realty, LLC, the purported owner, Disclosure Affidavit sworn to on the 6<sup>th</sup> day of August, 2013 by Jose Montero of 626 West Main Street Realty, LLC, a list of property owners being within a 500 foot radius, Site Plan prepared by High Point Engineering dated March 7, 2013 (SP-1), Proposed Floor Plan prepared by High Point Engineering dated March 7, 2013 (A-1), Proposed Elevations prepared by High Point Engineering dated March 7, 2013 (A-2), and 200 Foot Radius Map prepared by High Point Engineering dated March 7, 2013 (RM-1); and

**WHEREAS**, by resolution number 107, adopted on February 19, 2014, the Riverhead Town Board did determine the Action to be Type II, pursuant to 6 NYCRR Part 617.5 (c)(7) obviating the need for a determination of environmental significance and authorized the publishing and posting of a public hearing to be held on the application; and

**WHEREAS**, by correspondence dated February 24, 2014, Kyle Wright of High Point Engineering, on behalf of 626 West Main Street Realty, LLC, submitted revised plans to supplant prior submissions consisting of Site Plan revised January 22, 2014, Proposed Floor Plan revised January 22, 2014, Exterior Elevations Plan revised January 22, 2014, Soil Erosion and Canopy Plan & Elevations revised June 27, 2013; and

**WHEREAS**, on March 4, 2014, this Town Board did hold a public hearing in order to hear all persons upon either the merits or the demerits of the relevant special use permit petition; and

**WHEREAS**, the matter was referred to the Suffolk County Planning Commission for its report and recommendation; by correspondence dated March 11, 2014, the Suffolk County Planning Commission notified the Town of Riverhead that such planning commission concluded the matter to be one of local determination.

**THEREFORE BE IT RESOLVED**, that in the matter of the special use permit of 626 West Main Street, LLC, the Riverhead Town Board makes the following findings:

First, the subject premises lies within the confines of the Industrial C (IC) Zoning Use District;

Second, the IC does not allow for a gas station, convenience store and fuel dispensing use and the expansion of the use requires the application for a special use permit of the Town Board pursuant to Town Code section 108-51A;

Third, that the subject premises has been used as a gas station and convenience store since 1971;

Fourth, that the proposed demolition and replacement of the gas station and convenience store will allow for better traffic flow and provide more parking at the subject premises;

Fifth, that the applicant has applied for and received all necessary variances by determination dated January 23, 2014 under Appeal No. (14-03);

**BE IT FURTHER RESOLVED**, that the Riverhead Town Board, in the matter of the special use permit petition of 626 West Main Street, LLC, hereby makes the following determinations;

First, that the plot (lot) area is sufficient, appropriate and adequate for the proposed use and anticipated thereof;

Second, that the proposed use is not unsuitably near to a house of worship, school, theater, recreation area, or other place of public assembly;

Third, that access facilities are adequate for the estimated motor vehicle traffic from public streets as to avoid traffic congestion and that the proposed access from West Main Street is greater than 75 feet from the intersection of all street lines;

Fourth, that the applicant will use existing curb cuts as such are approved by the New York State Department of Transportation;

Fifth, that the proposed reconstructed gas station and convenience store will provide for off-street parking stalls which are adequate for the anticipated number of occupants and visitors;

Sixth, that adequate buffer yards, landscaping, fencing and screening exists where necessary to protect adjacent properties and land uses;

Seventh, those adequate provisions exist for the supplying of public water, for the collection and recharge of stormwater runoff, and for the collection and treatment of sanitary sewage;

Eighth, the existing municipal services are adequate to provide for the demands of the proposed use;

Ninth, that the intensity of the proposed specially permitted use is justified in the light of similar uses within the Town of Riverhead;

**BE IT FURTHER RESOLVED**, that based upon its findings and determinations, the Riverhead Town Board hereby grants the special use permit of 626 West Main Street, LLC subject to the following conditions:

- (i) That the convenience store shall not exceed 1,800 square feet;
- (ii) That any proposed exterior or site improvements shall be subject to site plan review pursuant to Article XXVI of the Town of Riverhead Zoning Ordinance;
- (iii) That all solid waste generated by the residents living at the subject premises shall be disposed of by a private carting company and that a dumpster suitably screened be located in the rear of the subject premises;

**BE IT FURTHER RESOLVED**, that the Town Clerk is hereby authorized to forward a copy of this resolution to Keith Patrick Brown, Esq., Brown and Altman, LLP, 510 Broadhollow Road, Suite 110, Melville, NY 11747, as agent for the applicant, to the Planning Department and to the Building Department of the Town of Riverhead; and

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

**THE VOTE**

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

Walter Yes No  
The Resolution Was Was Not   
Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 382

**AUTHORIZES TOWN CLERK TO PUBLISH AND POST PUBLIC NOTICE TO CONSIDER A LOCAL LAW TO AMEND CHAPTER 108 OF THE RIVERHEAD TOWN CODE ENTITLED "Zoning" (§108-3 Definitions)**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

**RESOLVED**, that the Town Clerk be and is hereby authorized to publish the attached public notice to consider a local law to amend Chapter 108 of the Riverhead Town Code entitled, "Zoning" (§108-3 Definitions) once in the May 29, 2014 issue of the News-Review Newspaper, the newspaper hereby designated as the official newspaper for this purpose, and also to cause a copy of the proposed amendment to be posted on the sign board of the Town; and be it further,

**RESOLVED**, that the Town Clerk be and is hereby directed to forward a copy of this resolution to the Building Department; the Planning Board; the Planning Department; the Architectural Review Board and the Town Attorney.

**THE VOTE**

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

Walter Yes No  
The Resolution Was Was Not   
Thereupon Duly Declared Adopted

**TOWN OF  
RIVERHEAD NOTICE  
OF PUBLIC HEARING**

**PLEASE TAKE NOTICE** that a public hearing will be held before the Town Board of the Town of Riverhead at 200 Howell Avenue, Riverhead, New York on the 17<sup>th</sup> day of June, 2014 at 7:20 o'clock p.m. to consider a local law to amend chapter 108 of the Riverhead Town Code entitled "Zoning" (§108-3 Definitions) as follows:

CHAPTER 108

ZONING

§ 108-3. Definitions.

A. General construction of language. The following rules of construction apply to the language of this chapter:

~~GREENHOUSE, COMMERCIAL~~

~~A structure utilized for seed germination, plant propagation, hardening off or forcing or maintenance of a controlled climate to sustain plant growth otherwise not possible in natural out-of-door surroundings. The retail or wholesale sales of such products raised on premises is permitted, except that sale of live or fresh products not raised or produced on premises shall not be permitted. The sale of other products produced or otherwise prepared or manufactured off premises shall be prohibited.~~

~~GREENHOUSE, PRIVATE~~

~~An accessory building or structure subordinate to a dwelling, not exceeding 500 square feet in area, intended and used solely for the private enjoyment of the residents thereof.~~

~~GREENHOUSE, TEMPORARY~~

~~A structure which, regardless of its size, shall be constructed with no permanent foundations and built in conformance with the National Greenhouse Manufacturers Association standards. The plastic covering shall be removed from the temporary greenhouses within 12 months of the last agricultural productions.~~

Dated: Riverhead, New York  
May 21, 2014

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

**DIANE M. WILHELM, Town Clerk**

- \* Underline represents addition(s)
- \* Overstrike represents deletion(s)

TOWN OF RIVERHEAD

Resolution # 383

**AUTHORIZES TOWN CLERK TO PUBLISH AND POST PUBLIC NOTICE TO CONSIDER A LOCAL LAW TO AMEND CHAPTER 108 ENTITLED "ZONING" OF THE RIVERHEAD TOWN CODE (§108-266. Business Center (BC) Zoning Use District; Restaurant - Drive In, Curbside)**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

**RESOLVED**, that the Town Clerk be and is hereby authorized to publish the attached public notice to consider a proposed local law to amend Chapter 108 entitled "Zoning" of the Riverhead Town Code once in the May 29, 2014 issue of the News-Review, the newspaper hereby designated as the official newspaper for this purpose, and post same on the sign board at Town Hall; and be it further

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

**THE VOTE**

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

Walter Yes No  
The Resolution Was Was Not   
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 17<sup>th</sup> day of June, 2014 at 7:25 o'clock p.m. to consider a local law amending Chapter 108 entitled "Zoning" of the Riverhead Town Code as follows:

**CHAPTER 108  
ZONING**

§108-3 Definitions; Word Usage

**RESTAURANT – DRIVE IN, CURBSERVICE**

A use in a building having as its sole purpose the preparation and serving of food to patrons for consumption on the premises within furnished dining areas and provides for the service to and consumption of food in vehicles. Live entertainment and serving alcoholic beverages is not permitted.

Business Center (BC) Zoning Use District

§ 108-266. Uses.

B. Special permit uses:

- (1) Car washes.
- (2) Motor vehicle repair shops.
- (3) Restaurants; drive in, curb service when not adjacent to any residential zoning district or use.

C. Accessory uses. Accessory uses shall include those uses customarily incidental to any of the above permitted uses or specially permitted uses when located on the same lot. Specifically permitted are the following:

- (1) Drive-through windows for banks, restaurants and pharmacies.
- (2) Sales of preowned motor vehicles and boats, as accessory to a dealership for new motor vehicles and boats.

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

Dated: Riverhead, New York  
May 21, 2014

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF RIVERHEAD

DIANE M. WILHELM, TOWN CLERK

TOWN OF RIVERHEAD

Resolution # 384

**AUTHORIZES TOWN CLERK TO PUBLISH AND POST A PUBLIC NOTICE  
TO CONSIDER A LOCAL LAW TO AMEND CHAPTER 47 ENTITLED  
“BAYS AND CREEKS” OF THE RIVERHEAD TOWN CODE**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilwoman Giglio

**RESOLVED**, that the Town Clerk be and is hereby authorized to publish the attached public notice to consider a proposed local law to amend Chapter 47 entitled “Bays and Creeks” of the Riverhead Town Code once in the May 29, 2014 issue of the News-Review, the newspaper hereby designated as the official newspaper for this purpose, and post same on the sign board at Town Hall; and be it further

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared TABLED

**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 17<sup>th</sup> day of June, 2014 at 7:10 o'clock p.m. to consider a local law amending Chapter 47 entitled "Bays and Creeks" of the Riverhead Town Code as follows:

**Chapter 47. BAYS AND CREEKS**  
Article III. General Provisions

§ 47-24. Form of applications.

A. The application for a permit shall comply with the directions and standards for a "Chapter 47 and/or Chapter 107 Conservation Advisory Council Application for Permit (CAC-1)."

B. The Director of the Planning Department shall retain the original permit application for his/her files and distribute one copy each to the board or department vested with the authority to make a decision to approve, approve with conditions or deny the application Town Board, the Conservation Advisory Council, and any other board, department, agency deemed interested or involved in the application. ~~all other involved agencies.~~

C. ~~The Conservation Advisory Council shall review all completed permit applications and provide a written recommendation to the Town Board, other involved agencies and the applicant, stating its findings and conclusions, within 30 days of its receipt of the completed application. However, such thirty-day time period shall not apply where an environmental impact statement is to be prepared by the applicant, in which case a sixty-day time period shall apply, and said sixty-day time period shall commence from the date a final environmental impact statement has been accepted by the lead agency exercising jurisdiction over the project.~~ commence review within thirty days of referral from the Planning Department. The Conservation Advisory Council shall issue a report and recommendation to approve, approve with conditions or deny the application within sixty days from the initial referral to the Conservation Advisory Council. In the event that an application is determined to be incomplete and/or additional information is requested by the Conservation Advisory Council, the Conservation Advisory Council shall advise the applicant within 30 days from the date of referral and grant applicant 30 days to provide the information and/or supplement the application. The sixty day time period to issue a report and recommendation shall not apply where an environmental impact statement is to be prepared by the applicant, in which case said sixty-day period shall not commence until a final environmental impact statement has been accepted by the lead agency exercising jurisdiction over the project.

~~D. The Town Board may accept, modify, or reject the recommendation of the Conservation Advisory Council within 15 days of submittal by the Conservation Advisory Council to the Town Board. Such fifteen-day period shall commence upon the lapse of three days from mailing of a copy of the recommendation of the Conservation Advisory Council to the applicant or service upon the Town Board, whichever shall be later. If either the applicant or the Town Board desires a modification of the recommendation of the Conservation Advisory Council, a public hearing shall be held upon prior reasonable public notice published in the official newspaper of the Town, and the Town Board shall hold a public hearing on the permit application. The Town Board shall, after the required public hearing, then render a decision to deny, approve or approve with conditions the permit application. In rendering a decision of approval with conditions or denial of a permit, the Town Board shall state, in writing, its findings of fact and conclusions. The decision shall be transmitted to the Town Clerk, who will advise the applicant of such decision by transmitting a copy of the permit application to the applicant, together with the decision and conditions, if any, imposed by the Town Board attached.~~

The Conservation Advisory Council shall deliver a copy of the report and recommendation to the Planning Department, and, in turn, the Planning Department shall deliver a copy to the board or department vested with authority to approve, approve with conditions, or deny the application and mail a copy to the applicant within 5 days of receipt of the Conservation Advisory Council's report and recommendation. The Town Board, Planning Board, or Building Department, as the case may be, may approve, modify or reject the recommendation of the Conservation Advisory Council within 15 days of receipt of the report and recommendation. Such fifteen-day period shall commence upon the lapse of three days from mailing of a copy of the decision of the Conservation Advisory Council to the applicant or service upon the board or department, whichever shall be later. In the event that the board or department seeks to modify or reject the recommendation of the Conservation Advisory Council, the board or department shall publish its decision, including its findings of fact and conclusions in the official newspaper of the Town, except for an application within the jurisdiction of the Town Board shall require that Town Board hold a public hearing upon reasonable notice published in the official newspaper of the Town prior to modification or rejection of the Conversation Advisory Council's recommendation. The Town Board shall, after the required public hearing, then render a decision to deny, approve or approve with conditions the permit application. In rendering a decision of approval, approval with conditions or denial of a permit, the Town Board shall state, in writing, its findings of fact and conclusions. The decision shall be transmitted to the Town Clerk, who will advise the applicant of such decision by transmitting a copy of the permit application to the applicant, together with the decision and conditions, if any, imposed by the Town Board.

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

Dated: Riverhead, New York  
May 21, 2014

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF RIVERHEAD

DIANE M. WILHELM, TOWN CLERK

TABLED

TOWN OF RIVERHEAD

Resolution # 385

**AUTHORIZES TOWN CLERK TO PUBLISH AND POST A PUBLIC NOTICE  
TO CONSIDER A LOCAL LAW TO AMEND CHAPTER 107 ENTITLED  
“TIDAL AND FRESHWATER WETLANDS” OF THE RIVERHEAD TOWN CODE**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilwoman Giglio

**RESOLVED**, that the Town Clerk be and is hereby authorized to publish the attached public notice to consider a proposed local law to amend Chapter 107 entitled “Tidal and Freshwater Wetlands” of the Riverhead Town Code once in the May 29, 2014 issue of the News-Review, the newspaper hereby designated as the official newspaper for this purpose, and post same on the sign board at Town Hall; and be it further

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

**THE VOTE**

Giglio  Yes  No  
Wooten  Yes  No

Gabrielsen  Yes  No  
Dunleavy  Yes  No

Walter  Yes  No

The Resolution Was  Thereupon Duly Declared TABLED

## TOWN OF RIVERHEAD PUBLIC NOTICE

**PLEASE TAKE NOTICE** that a public hearing will be held before the Town Board of the Town of Riverhead, at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, on the 17<sup>th</sup> day of June, 2014 at 7:05 o'clock p.m. to consider a local law amending Chapter 107 entitled "Tidal and Freshwater Wetlands" of the Riverhead Town Code as follows:

### **Chapter 107. TIDAL AND FRESHWATER WETLANDS**

#### **§ 107-5. Permitted acts.**

The acts set forth in 107-4 are permissible if done pursuant to the terms and conditions of a permit approved by the ~~Town Board and/or the Riverhead Conservation Advisory Council, or pursuant to an approved and filed subdivision map or building permit carrying final approval.~~board or department vested with the authority to review, approve, approve with conditions, or deny an application for the proposed activity or use and/or related to an activity or use, i.e. application to construct bulk head on residential lot-Building Department, deposit fill within 150feet boundary of freshwater wetlands related to a site plan-Planning Board. To the extent the provisions of the Town Code do not identify the board or department vested with the authority to review, approve, approve with conditions, or deny the application, the Town Board shall have the authority to approve, approve with conditions or deny the application. As set forth in the provisions below, the Planning Department, acting on behalf of the board or department vested with the authority to render a decision to approve, approve with conditions, or deny the application, shall refer all applications to the Conservation Advisory Council for report and recommendation.

#### **§ 107-6. Application for permit.**

A. All ~~applicant's~~applications for a permit to do any of the acts regulated or permitted by §§107-4 and 107-5 shall present an original and three copies of the ~~permit-completed~~application, together with other required information outlined in this chapter, to the office of the Town Conservation Advisory Council-Planning Department. An application fee of \$100.00 ~~is to be paid to the Town Clerk.~~ All applications and copies thereof must be accompanied by or included the following information:

#### **§ 107-7. Procedure for issuance of permit; display of permit; inspections.**

A. The Director of the Planning Department shall retain the original permit application for his/her files and distribute one copy each to the board or department vested with the authority to make a decision to approve, approve with conditions or deny the application~~Town Board~~, the Conservation Advisory Council, and any other board, department, agency deemed interested or involved in the application.~~all other involved agencies.~~

~~B. The Conservation Advisory Council shall review all completed permit applications and provide a written recommendation to the Town Board, other involved agencies and the applicant, stating its findings and conclusions, within 21 days of its receipt of said application. However, such twenty-one day time period shall not apply where an environmental impact statement is to be prepared by the applicant, in which case said sixty-day time period shall not commence until a final environmental impact statement has been accepted by the lead agency exercising jurisdiction over the project.~~ commence review within thirty days of referral from the Planning Department. The Conservation Advisory Council shall issue a report and recommendation to approve, approve with conditions or deny the application within sixty days from the initial referral to the Conservation Advisory Council. In the event that an application is determined to be incomplete and/or additional information is requested by the Conversation Advisory Council, the Conversation Advisory Council shall advise the applicant within 30 days from the date of referral and grant applicant 30 days to provide the information and/or supplement the application. The sixty day time period to issue a report and recommendation shall not apply where an environmental impact statement is to be prepared by the applicant, in which case said sixty-day period shall not commence until a final environmental impact statement has been accepted by the lead agency exercising jurisdiction over the project.

~~C. The Conservation Advisory Council decision shall be binding unless modified by the Town Board within 10 days of submittal by the Conservation Advisory Council to the Town Board. Such ten-day period shall commence upon the lapse of three days from mailing of a copy of the decision of the Conservation Advisory Council to the applicant or service upon the Town Board, whichever shall be later. If either the applicant or the Town Board desires a modification of the decision of the Conservation Advisory Council, a public hearing shall be held upon prior reasonable public notice published in the official newspaper of the Town, and the Town Board shall hold a public hearing on the permit application. The Town Board shall, after the required public hearing, then render a decision to deny, approve or approve with conditions the permit application. In rendering a decision of approval, approval with conditions or denial of a permit, the Town Board shall state, in writing, its findings of fact and conclusions. The decision shall be transmitted to the Town Clerk, who will advise the applicant of such decision by transmitting a copy of the permit application to the applicant, together with the decision and conditions, if any, imposed by the Town Board attached.~~ shall deliver a copy of the report and recommendation to the Planning Department, and, in turn, the Planning Department shall deliver a copy to the board or department vested with authority to approve, approve with conditions, or deny the application and mail a copy to the applicant within 5 days of receipt of the Conservation Advisory Council's report and recommendation. The Town Board, Planning Board, or Building Department, as the case may be, may approve, modify or reject the recommendation of the Conservation Advisory Council within 15 days of receipt of the report and recommendation. Such fifteen-day period shall commence upon the lapse of three days from mailing of a copy of the decision of the Conservation Advisory Council to the applicant or service upon the board or department, whichever shall be later. In the event that the board or department seeks to modify or reject the recommendation of the Conservation Advisory Council, the board or department shall publish its decision, including its findings of fact and conclusions in the official newspaper of the Town, except for an application within the

jurisdiction of the Town Board shall require that Town Board hold a public hearing upon reasonable notice published in the official newspaper of the Town prior to modification or rejection of the Conversation Advisory Council's recommendation. The Town Board shall, after the required public hearing, then render a decision to deny, approve or approve with conditions the permit application. In rendering a decision of approval, approval with conditions or denial of a permit, the Town Board shall state, in writing, its findings of fact and conclusions. The decision shall be transmitted to the Town Clerk, who will advise the applicant of such decision by transmitting a copy of the permit application to the applicant, together with the decision and conditions, if any, imposed by the Town Board.

D. ~~The~~All decisions~~of the Town Board~~ regarding a permit application shall be judicially reviewable.

**§ 107-7.1. Standards for issuance of permit to clear native vegetation.**

A. The Conservation Advisory Council shall use the following criteria when considering~~evaluating~~ an application for a permit under § 107-7 to clear native vegetation unless the applicant demonstrates that the proposed clearing:

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

Dated: Riverhead, New York  
May 21, 2014

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF RIVERHEAD

DIANE M. WILHELM, TOWN CLERK

TOWN OF RIVERHEAD

Resolution # 386

**AUTHORIZES TOWN CLERK TO PUBLISH AND POST A PUBLIC NOTICE  
TO CONSIDER A LOCAL LAW TO AMEND CHAPTER 12 ENTITLED  
“COASTAL EROSION HAZARD AREAS” OF THE RIVERHEAD TOWN CODE**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilwoman Giglio

**RESOLVED**, that the Town Clerk be and is hereby authorized to publish the attached public notice to consider a proposed local law to amend Chapter 12 entitled “Coastal Erosion Hazard Areas” of the Riverhead Town Code once in the May 29, 2014 issue of the News-Review, the newspaper hereby designated as the official newspaper for this purpose, and post same on the sign board at Town Hall; and be it further

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

**THE VOTE**

Giglio  Yes  No

Gabrielsen  Yes  No

Wooten  Yes  No

Dunleavy  Yes  No

Walter  Yes  No

The Resolution Was  Thereupon Duly Declared TABLED

**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 17<sup>th</sup> day of June, 2014 at 7:15 o'clock p.m. to consider a local law amending Chapter 12 entitled "Coastal Erosion Hazard Areas" of the Riverhead Town Code as follows:

**Chapter 12. COASTAL EROSION HAZARD AREAS**

**§ 12-28. Coastal erosion management permit.**

B. Each application for a coastal erosion management permit:

(1) Must be accompanied by the required fee or fees as established in § 12-27 herein.

~~(2) Must be received by the Administrator and shall be referred to the Conservation Advisory Council of the Town of Riverhead for an advisory report and recommendation. Such report shall be issued to the Administrator within 62 days from the date of referral. The Conservation Advisory Council shall commence review within thirty days of referral from the Planning Department. The Conservation Advisory Council shall issue a report and recommendation to approve, approve with conditions or deny the application within sixty days from the initial referral to the Conservation Advisory Council. In the event that an application is determined to be incomplete and/or additional information is requested by the Conversation Advisory Council, the Conversation Advisory Council shall advise the applicant within 30 days from the date of referral and grant applicant 30 days to provide the information and/or supplement the application. The sixty day time period to issue a report and recommendation shall not apply where an environmental impact statement is to be prepared by the applicant, in which case said sixty-day period shall not commence until a final environmental impact statement has been accepted by the lead agency exercising jurisdiction over the project.~~

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

Dated: Riverhead, New York  
May 21, 2014

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF RIVERHEAD

DIANE M. WILHELM, TOWN CLERK

**TOWN OF RIVERHEAD**

**Resolution # 387**

**APPROVES CHAPTER 90 APPLICATION OF WILLIE B'S BBQ CATERING**  
**(August 30<sup>th</sup> and 31<sup>st</sup>, 2014)**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

**WHEREAS**, on May 7, 2014, John Barci, of Willie B's BBQ Catering, submitted a Chapter 90 Application (Large Gathering - 4,500 expected attendees) for the purpose of conducting a barbeque competition to include live music, food concessions, and craft and retail vendors, to be held at Stotsky Park, 55 Columbus Avenue, Riverhead, New York, on Saturday, August 30<sup>th</sup>, 2014 and Sunday, August 31<sup>st</sup>, 2014, between the hours of 11:00 a.m. and 7:00 p.m. (set up on Friday, August 29<sup>th</sup>, 2014); and

**WHEREAS**, John Barci, on behalf of Willie B's BBQ Catering, has completed and filed a Short Environmental Assessment Form in accordance with 6 NYCRR 617; and

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

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

**WHEREAS**, the applicable Chapter 90 Fee has been paid; and

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

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

**RESOLVED**, that the application of the Willie B's BBQ Catering for the purpose of conducting a barbeque competition to include live music, food concessions, and craft and retail vendors, to be held at Stotsky Park, 55 Columbus Avenue, Riverhead, New York, on Saturday, August 30<sup>th</sup>, 2014 and Sunday, August 31<sup>st</sup>, 2014, between the hours of 11:00 a.m. and 7:00 p.m. (set up on Friday, August 29<sup>th</sup>, 2014) is hereby approved; and be it further

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

- Receipt of required Suffolk County Department of Health Vendors Temporary Food Service Permit;
- Receipt of required Public Gathering/Emergency Medical Services (EMS) permit(s);
- Receipt of an Outdoor Public Safety Plan, to be submitted to the Fire Marshal's office;
- Receipt of Riverhead Recreation Facility Use Permit for the use of Stotsky Park and the applicable application fee;
- Receipt of any permits as may be required by the New York State Department of Labor; all of the above permits are to be received **no later than August 1, 2014;** and be it further

**RESOLVED**, that the 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) and the Fire Code of New York State and the Building Code of New York State; and be it further

**RESOLVED**, that employees of the Riverhead Buildings and Grounds Department, the Riverhead Police Department, the Riverhead Highway Department, the Sanitation Department and the Riverhead Fire Marshal Office are hereby authorized to utilize overtime expenditures to ensure the necessary public safety and security in connection with this event; and be it further

**RESOLVED**, that the Town Clerk is hereby authorized to forward a copy of this resolution to Willie B's BBQ Catering, Attn: John Barci, 184 Maple Street, Islip, New York, 11751; and be it further

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

**THE VOTE**

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

Walter Yes No

The Resolution Was Was Not

Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 388

**ORDER ESTABLISHING LATERAL WATER MAIN OF RIVERHEAD WATER DISTRICT FOR PROPOSED SUBDIVISION OF KRISTI ROSE COURT**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, a petition has been filed by developer Riverhead Builders Corp. requesting that the proposed subdivision of Kristi Rose Court located off of Doctors Path, between Ellen Street and Oak Drive in Riverhead, New York, be served by the Riverhead Water District; and

**WHEREAS**, the proposed subdivision is located within the existing boundaries of the Riverhead Water District; and

**WHEREAS**, a map and plan have been prepared by H2M, consulting engineers to the Riverhead Water District; and

**WHEREAS**, the project will include the construction of water service to nine (9) new single family homes; and

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

**WHEREAS**, said map and plan call for the installation of approximately 700 linear feet of eight inch diameter water mains along the proposed roadway and the installation of 1-inch water services to each home at a total projected cost of approximately \$96,000; and

**WHEREAS**, all costs associated with this lateral shall be borne by the petitioner and the petitioner will be required to pay key money fees for domestic usage in the amount of \$56,250.00 (9 units @ \$6,250 per dwelling); and

**WHEREAS**, the Town Board held a public hearing on the 16<sup>th</sup> day of October, 2013 regarding this lateral water main 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 the lateral water main for Kristi Rose Court subdivision, subject to the following conditions:

1. The petitioner has posted with the Town of Riverhead Financial Administrator the amount of \$56,250.00 which is equal to the key money fees for domestic usage and irrigation usage (9 units @ \$6,250 per dwelling); and
2. The petitioner has posted with the Town of Riverhead Financial Administrator the amount of \$96,000.00 which is the estimated cost of the establishment of the lateral water main;
3. 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.

**THE VOTE**

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

Walter  Yes  No  
The Resolution Was  Was Not   
Thereupon Duly Declared Adopted

AGREED TO AND ACCEPTED BY:

\_\_\_\_\_  
Name:  
Title:

BY ORDER OF THE RIVERHEAD  
TOWN BOARD

DIANE M. WILHELM, TOWN CLERK

Dated: May 21, 2014  
Riverhead, NY

TOWN OF RIVERHEAD

Resolution # 389

**AWARDS BID – INSTALLATION OF WATER MAINS & APPURTENANCES –  
KRISTI ROSE COURT, RIVERHEAD WATER DISTRICT**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

**WHEREAS**, this Town Board did authorize the advertisement for bids for project known as installation of water mains and appurtenances for Kristi Rose Court of the Riverhead Water District, and

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

**WHEREAS**, H2M Group, consulting engineers to the Riverhead Water District, by attached letter dated April 25, 2014 did recommend that the bid for project known as installation of water mains and appurtenances for Kristi Rose Court, of the Riverhead Water District be awarded to Elmore Associates, Inc. at the total bid price of \$60,463.50, and

**WHEREAS**, Riverhead Builders Cop., as developer of the Kristi Rose Court subdivision has deposited sufficient funds to cause the construction of the water main contemplated by this resolution and such construction shall be at no cost to the District.

**NOW, THEREFORE, BE IT RESOLVED**, that the bid for project known as installation of water mains and appurtenances for Kristi Rose Court of the Riverhead Water District, be and is hereby awarded to:

Elmore Associates, Inc.  
Medford, New York  
In the bid amount of \$60,463.50

and be it further

**RESOLVED**, that the Town Clerk forward certified copy of this resolution to the above named contractor, and be it further

**RESOLVED**, that the Town Clerk is hereby authorized to return to all unsuccessful bidders their respective bid security, and be it further

**RESOLVED**, that the Town Supervisor be and is hereby authorized to execute a contract with Elmore Associates, Inc. for this project, and be it further

**RESOLVED**, that upon completion of fully executed contracts and the filing of said contract with the Town Clerk, the Town Clerk is hereby authorized to release to the successful bidder the bidder's bid security.

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

**THE VOTE**

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

Walter Yes No  
The Resolution Was Was Not   
Thereupon Duly Declared Adopted



architects + engineers

538 Broad Hollow Road, 4<sup>th</sup> Floor East  
Melville, NY 11747

tel 631.756.8000  
fax 631.694.4122

April 25, 2014

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

**Re: Riverhead Water District  
Installation of Water Mains  
Kristi Rose Court  
H2M Project No.: RDWD 13-51**

Dear Supervisor Walter:

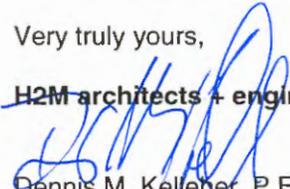
On April 24, 2014, the Town of Riverhead received bids for the installation of water mains and appurtenances at the above referenced project. Four contractors submitted bids, with the low bid was received from Elmore Associates, Inc. of Medford, New York in the amount of \$60,463.50. Included below is a summary of the bids received by the Town:

Contractor	Low Bid
Elmore Associates, Inc.	\$60,463.50
Alessio Pipe & Construction	\$66,375.00
Bancker Construction Corp.	\$66,700.00
Merrick Utility Associates, Inc.	\$76,275.00

Elmore Associates, Inc. has successfully completed similar projects for various water utilities over the past few years, including several for the Riverhead Water District. It is our opinion that Elmore Associates, Inc. is qualified and his bid prices are fair and reasonable. Based on this, we recommend that the Town Board award the water main installation project to Elmore Associates, Inc. at a total bid price of \$60,463.50.

The low bid submitted falls below the budget amount previously approved by the Town Board. We understand that the owner has already deposited the full amount with the Town; therefore no additional deposits are required. It should be noted that the entire cost of the project is to be borne by the developer. Should you have any questions regarding this recommendation, please feel free to contact our office.

Very truly yours,

  
**H2M architects + engineers**

Dennis M. Kelleher, P.E.  
President – H2M Water

cc: Supt. Gary Pendzick  
Richard Ehlers, Esq.  
William J. Rothaar, Financial Administrator

X:\RDWD (Riverhead Water District) - 10810\RDWD0654 - Cedar Cove Subdivision\_Water Mains\Correspond\Recommendation.doc



water

575 Broad Hollow Road  
Melville, NY 11747

631 756 8000  
631 694 4122

August 28, 2013

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

**Re: Riverhead Water District  
Proposed Lateral Water Main Extension  
Kristi Rose Court  
S.C.T.M. Parcel No.: 0600-65-01-04  
H2M Project No.: RDWD 13-51**

Dear Supervisor Walter:

As per the Town Board's authorization, we have evaluated the proposal of extending the lateral water mains to the proposed Kristi Rose Court located off of Doctors Path, between Ellen Street and Oak Drive in Riverhead, New York. The developer of this property, Riverhead Builders Corp., has petitioned the Town Board requesting that this proposed subdivision be served by the Riverhead Water District. The subject property is already located within the boundaries of the existing Riverhead Water District. A key map showing the location of this project within the Town is included on Exhibit 'A' of this report.

The subject property is currently vacant. The developer proposes to construct nine (9) new single family homes. The proposed single family homes are to be accessed via the proposed Kristi Rose Court.

In order for the Water District to provide water service to this development, approximately 700 linear feet of eight inch diameter water main will be required to be installed along the proposed roadway. The new main will connect to an existing 8-inch Riverhead Water District main located on Doctors Path and terminate at a new hydrant at the end of the proposed cul-de-sac. To service the individual dwellings, a 1-inch water service will be installed to each unit. We understand that the proposed roadway will be turned over to the Town following construction; therefore a water main easement is not required. A plan of the water main layout is shown in Exhibit 'A'.

We estimate the projected water use from this subdivision to average 4,500 gallons per day (300 gallons/day/dwelling) with a maximum daily water use of 13,500 gallons per day (900 gallons/day/dwelling). These estimates are based on Suffolk County Department of Health Services (SCDH) minimum design sewage flow rates for residential units. With the recent construction of supply wells 15, 16 and 17, the Water District currently has the well and pumping capacity to meet the demand of this proposed development.

We have estimated the cost of the above improvements to be \$96,000 including construction costs, engineering, inspection, administrative fees and contingencies as shown on Table 1. The entire cost of this project shall be borne by the developer, at no cost to the Town or Water District. It should be noted



that the cost includes the cost of installing service lines from the water main to the meter pit, including the pit. The developer is required to purchase the meter and related AMR equipment from the District when they are ready for the actual metered service connection. The current meter cost, including installation and trench line inspection is \$400 per 1-inch meter. Note the meter and inspection costs have been included in the project cost estimate provided above and are subject to change based on the Water District's yearly materials contract.

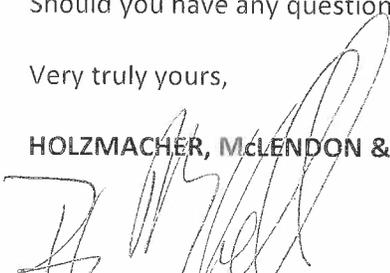
In addition to the construction costs, the Riverhead Water District assesses all new developments a Key Money fee. The fee is levied in order to cover the cost of constructing capital improvement facilities including supply wells, storage tanks and transmission mains. Using the District's Key Money Assessment Method, this development shall be assessed a Key Money Fee of \$6,250 per dwelling. As previously stated, the water usage of each of the proposed residential units has been estimated to be 300 gpd. Therefore, the total Key Money Fees for the 9 new units is \$56,250.

At this time, we recommend that a public hearing be scheduled to approve this lateral water main extension project. Once approved by the Town Board, the developer will need to deposit the balance of the total project cost amount \$92,500 (\$96,000 minus \$3,500 previously deposited) as well as the necessary Key Money Fees, in order that the design and public bidding of the water main installation can proceed. The developer should allow a minimum of three (3) months for the design and bidding of the water main project.

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

Very truly yours,

**HOLZMACHER, McLENDON & MURRELL, P.C.**



Dennis M. Kelleher, P.E.  
President – H2M Water

DMK:JRC

Enclosures

cc:	Supt. Gary Pendzick (w/report)	Town Board Members (via e-mail)
	Diane Wilhelm, Town Clerk (w/report)	Accounting Dept. (via e-mail)
	Richard Ehlers, Esq. (w/report)	Town Assessor's Office (via e-mail)
	Riverhead Builders Corp. (w/report)	Town Attorney's Office (via e-mail)
	Jeffery T. Butler, P.E. (w/report)	



TABLE 1  
 RIVERHEAD WATER DISTRICT  
 PROPOSED LATERAL WATER MAIN EXTENSION  
 KRISTI ROSE COURT  
 Summary of Cost Opinion

Aug-13

ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
6"/8" CLDI Water Main	700 LF	\$ 58.00	\$ 40,600.00
Special Castings	1,000 LBS	2.00	2,000.00
6" Valves & Boxes	1 UNITS	900.00	900.00
8" Valves & Boxes	3 UNIT	1,200.00	3,600.00
Hydrant Assemblies	1 UNIT	2,700.00	2,700.00
Testing & Compaction	700 LF	2.00	1,400.00
Cut-In to Existing 8" Main	1 UNIT	5,000.00	5,000.00
Asphalt Restoration (Doctors Path)	20 SY	50.00	1,000.00
1" Water Service (Main to Pit)	9 UNITS	1,000.00	9,000.00
<b>SUBTOTAL:</b>			<b>\$66,200.00</b>
Engineering Report, Exhibit & Public Hearing:			\$ 3,500.00
Regulatory Submission, Final Design and Bidding:			4,700.00
Construction Administration :			2,500.00
Construction Observation Services:			3,300.00
Update of Town GIS Maps & As-Built Drawings:			1,000.00
Meter & AMR Fees (9 units @ \$350 each):			3,150.00
Water District Trench Line Inspection Fee (9 units @ \$50 each): *			450.00
Town/District Administrative Fees (approximately 7% of construction cost):			4,600.00
Contingencies (approximately 10% of construction cost):			6,600.00
TOTAL PROJECT COST (Paid by Developer):			<b>\$ 96,000.00</b>
Less Funds Already Deposited:			\$ 3,500.00
<b>BALANCE OF FUNDS REQUIRED:</b>			<b>\$ 92,500.00</b>
KEY MONEY FEES - DOMESTIC USAGE (9 Dwellings x \$6,250/dwellings)			\$ 56,250.00

\* - Trench Line Inspection required at each individual service .

TOWN OF RIVERHEAD

Resolution # 390

**AWARDS BID FOR WELL & PUMP SERVICE  
FOR THE RIVERHEAD WATER DISTRICT**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, the Town Clerk was authorized to publish and post a notice to bidders for well and pump service for the Riverhead Water District; and

**WHEREAS**, bids were received, opened and read aloud on the 29<sup>h</sup> day of April, 2014, at 11:00 a.m. at Town Hall, 200 Howell Avenue, Riverhead, New York 11901, the date, time and place given in the notice to bidders.

**NOW, THEREFORE, BE IT RESOLVED**, that the bid for well and pump service for the Riverhead Water District be and is hereby awarded to Layne Christensen Company per the attached bid proposal; and be it further

**RESOLVED**, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to Layne Christensen Company, 1126 Lincoln Avenue, Holbrook, New York, 11761; and be it further

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

**THE VOTE**

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

Walter  Yes  No

The Resolution Was  Was Not

Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD**

**Resolution # 391**

**AUTHORIZATION TO PUBLISH ADVERTISEMENT FOR LUBRICANT ITEMS  
FOR THE TOWN OF RIVERHEAD**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

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

**WHEREAS**, the Town Clerk is hereby authorized to publish and post the following public notice in the MAY 29<sup>TH</sup>, 2014 issue of the News Review.

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

**THE VOTE**

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

Walter Yes No

The Resolution Was Was Not   
Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD  
NOTICE TO BIDDERS

Sealed bids for the purchase of LUBRICANT ITEMS for the use in the Town of Riverhead, Riverhead, New York will be received by the Town of Riverhead at the Office of the Town Clerk, Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York until 11:00 am on JUNE 12, 2014 at which time they will be publicly opened and read aloud.

Bid packets including specifications may be examined and/or obtained on MAY 29<sup>TH</sup>, 2014 on the Town's website at [www.townofriverheadny.gov](http://www.townofriverheadny.gov) click on bid requests.

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

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

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

**Diane M. Wilhelm, Town Clerk**

TOWN OF RIVERHEAD

Resolution # 392

**AUTHORIZES NELSON, POPE & VOORHIS, LLC, (NPV) TO MOVE FORWARD  
WITH MARKETING PORTION OF BOA GRANT**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, the New York Department of State (NYSDOS) solicited applications from municipalities to participate in the Brownfield Opportunity Areas (BOA) Program for assistance in redeveloping brownfields, abandoned or vacant buildings and areas of economic distress by funding a range of pre-development activity necessary to attract investment to transform underutilized properties for new uses; and

**WHEREAS**, the Community Development Department submitted a BOA grant application that was awarded to the Town by NYSDOS in the amount of \$567,000 to assist with redevelopment of dormant and blighted lands along the Main Street/NYS Route 25/Peconic River corridor and return underutilized sites to productive use through sound planning and implementation strategies for the area as a whole, and

**WHEREAS**, the BOA grant work plan encourages community outreach and engagement during the implementation of the grant; and

**WHEREAS**, the Town Board through an appropriate RFP process selected Nelson, Pope & Voorhis, LLC, (NPV) to facilitate implementation of the above-referenced BOA grant goals including hosting open houses and community outreach events; and

**WHEREAS**, a portion of the BOA grant goal includes rebranding the corridor and development of a website in conjunction with that rebranding; and

**WHEREAS**, NPV, Sustainable Long Island and the BOA Steering Committee propose to engage Graphic Image Group as the consultant to progress the rebranding/website development portion of the grant.

**NOW, THEREFORE, BE IT RESOLVED**, that the Riverhead Town Board hereby authorizes engage Graphic Image Group as the consultant to progress the rebranding/website development portion of the grant with fees to be paid for under the existing NPV contract; and

**RESOLVED**, that the Town Clerk shall send a copy of this resolution to Community Development and the Town Attorney; and

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

**THE VOTE**

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

Walter  Yes  No  
The Resolution Was  Was Not   
Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 393

**AUTHORIZES SUSPENSION OF ENFORCEMENT OF RIVERHEAD TOWN CODE CHAPTER 46-3 REGARDING THE WEEKLY SATURDAY FARMER'S MARKET FROM MAY 24, 2014, TO NOVEMBER 1, 2014, AS CO-SPONSORED WITH THE RIVERHEAD BUSINESS IMPROVEMENT DISTRICT MANAGEMENT ASSOCIATION, INC., IN THE RIVERHEAD PARKING DISTRICT, RIVERFRONT PARKING LOT**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

**WHEREAS**, the Town of Riverhead enacted a local law pursuant to Town Board Resolution no. 222 of 1991 thereby establishing the Town of Riverhead Business Improvement District which is governed by the Riverhead Town Board; and

**WHEREAS**, upon the recommendation of the Riverhead Business Improvement District Management Association, Inc. (BIDMA), the Town of Riverhead Business Improvement District by the Riverhead Town Board authorized co-sponsorship of a weekly Saturday Farmer's Market commencing on successive Saturdays from May 24, 2014, and ending on Saturday, November 1, 2014, from 10:00 a.m. to 2:00 p.m., in the Riverhead Parking District riverfront parking lot, Riverhead, by resolution no. 279 (approved 4-15-2014); and

**WHEREAS**, the Riverhead Business Improvement District Management Association, Inc., pursuant to contract, needs the consent and approval of the Town of Riverhead Business Improvement District to facilitate Town of Riverhead Business Improvement District-related events; and

**WHEREAS**, a number of participating vendors have expressed a desire to facilitate taste-tasting of either beer or wine regarding product promotion and sales;

**NOW THEREFORE BE IT RESOLVED**, that Town of Riverhead Code section 46-3, which prohibits the consumption of any alcoholic beverage in any public place within the Town of Riverhead and also prohibits the possession of any open or unsealed container of an alcoholic beverage while in any public place for the purposes of consumption, is hereby suspended for enforcement purposes solely regarding the weekly Saturday Farmer's Market commencing on successive Saturdays from May 24, 2014, and ending on Saturday, November 1, 2014, from 10 a.m. to 2:00 p.m., in the Riverhead Parking District, riverfront parking lot south of East Main Street and east of Peconic Avenue, Riverhead, **subject to the following conditions:**

1. Each participating vendor shall execute a license agreement and an indemnification and hold harmless agreement as well as a participating vendor packet in a form to be approved by the Town Attorney's Office.
2. Each participating vendor shall procure an insurance policy for the subject activity naming the Town of Riverhead Business Improvement District, Town of Riverhead, Town of Riverhead Community Development Agency and Riverhead Business Improvement Management Association, Inc., as "additional insureds" with policy limits of at least \$1,000,000 per occurrence/ \$2,000,000 aggregate, regarding alcohol service and consumption liability protection.
3. Taste-testing shall be solely limited to beer and/or wine.
4. Taste-testing shall be limited to no more than two samples per customer per day.
5. Taste-testing shall only be permitted within the confines of the serving vendor's booth.
6. Taste-testing shall be restricted to age-eligible customers.
7. Taste-testing shall be prohibited regarding any customer that appears intoxicated or under the influence.
8. Participating serving vendors shall possess all applicable municipal permits and licenses including but not limited to a NYS Liquor Authority license regarding off-premises alcohol service, which must be presented to Town personnel no later than three business days before vendor participation.

**RESOLVED**, that the Town Clerk is hereby directed to forward a copy of this resolution to Chief David Hegermiller, Riverhead Town Police Department; Raymond Pickersgill, Executive Director, Riverhead Business Improvement District Management Association, Inc., 49 East Main Street, Riverhead, New York 11901, and the Community Development Agency; and be it further

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

**THE VOTE**

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

Walter Yes No  
The Resolution Was Was Not   
Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 394

**AUTHORIZATION TO RE-PUBLISH ADVERTISEMENT FOR  
FERTILIZER & LAWN CHEMICALS**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, the Town Clerk is authorized to publish and post a notice to bidders for proposals for FERTILIZER & LAWN CHEMICALS FOR THE TOWN OF RIVERHEAD and;

**WHEREAS**, the Town Clerk is hereby authorized to publish and post the following public notice in the MAY 29, 2014 issue of the News Review.

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

**THE VOTE**

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

Walter Yes No

The Resolution Was Was Not   
Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD  
NOTICE TO BIDDERS

Sealed bids for the purchase of FERTILIZER & LAWN CHEMICALS for use by the Town of Riverhead will be received by the Town Clerk of the Town of Riverhead at 200 Howell Avenue, Riverhead, New York, 11901 until 11:10 am on JUNE 12, 2014 at which time they will be publicly opened and read aloud.

Bid Packets including specifications may be examined and/or obtained on MAY 29, 2014 on the Town's website at [www.townofriverheadny.gov](http://www.townofriverheadny.gov), click on bid requests.

Each proposal must be submitted on the form provided in a sealed envelope clearly marked bids for RE-BID "FERTILIZER & LAWN CHEMICALS 2014". Any and all exceptions to the specifications must be listed on a separate sheet of paper, bearing the designation 'EXCEPTIONS TO THE SPECIFICATIONS' and attached to the bid form.

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

BY ORDER OF THE TOWN  
BOARD  
OF THE TOWN OF RIVERHEAD

Diane M. Wilhelm, Town Clerk

TOWN OF RIVERHEAD

Resolution # 395

PAYS BILLS

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

<b>ABSTRACT #14-18 May 8, 2014 (TBM 5/20/14)</b>				
				<b>Grand</b>
<b>Fund Name</b>	<b>Fund #</b>	<b>Ckrun Total</b>		<b>Totals</b>
GENERAL FUND	1	531,571.36		531,571.36
HIGHWAY FUND	111	79,141.58		79,141.58
WATER DISTRICT	112	434,628.91		434,628.91
RIVERHEAD SEWER DISTRICT	114	50,172.55		50,172.55
REFUSE & GARBAGE COLLECTION DI	115	10,210.58		10,210.58
STREET LIGHTING DISTRICT	116	43,557.20		43,557.20
PUBLIC PARKING DISTRICT	117	2,334.16		2,334.16
BUSINESS IMPROVEMENT DISTRICT	118	209.16		209.16
AMBULANCE DISTRICT	120	4,341.00		4,341.00
EAST CREEK DOCKING FACILITY FU	122	601.07		601.07
CALVERTON SEWER DISTRICT	124	2,644.13		2,644.13
RIVERHEAD SCAVENGER WASTE DIST	128	30,256.37		30,256.37
WORKERS' COMPENSATION FUND	173	26,996.24		26,996.24
RISK RETENTION FUND	175	20,515.21		20,515.21
CDBG CONSORTIUM ACOUNT	181	78.47		78.47
GENERAL FUND DEBT SERVICE	384	398,688.57		398,688.57
CALVERTON SEWER CAPITAL PROJEC	424	10,045.73		10,045.73
TRUST & AGENCY	735	2,264,040.42		2,264,040.42
CALVERTON PARK - C.D.A.	914	83.39		83.39
<b>TOTAL</b>		<b>3,910,116.10</b>		<b>3,910,116.10</b>

**THE VOTE**

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

Walter  Yes  No

The Resolution Was  Was Not

Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 395

PAYS BILLS

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

ABSTRACT #14-19 May 15, 2014 (TBM 5/21/14)				
				Grand
Fund Name	Fund #	Ckrun Total		Totals
GENERAL FUND	1	991,114.97		991,114.97
RECREATION PROGRAM FUND	6	6,725.82		6,725.82
HIGHWAY FUND	111	108,369.81		108,369.81
WATER DISTRICT	112	93,302.21		93,302.21
RIVERHEAD SEWER DISTRICT	114	32,104.70		32,104.70
REFUSE & GARBAGE COLLECTION DIST	115	11,504.94		11,504.94
STREET LIGHTING DISTRICT	116	7,355.60		7,355.60
AMBULANCE DISTRICT	120	214.96		214.96
EAST CREEK DOCKING FACILITY FUND	122	1,598.77		1,598.77
CALVERTON SEWER DISTRICT	124	5,941.12		5,941.12
RIVERHEAD SCAVENGER WASTE DIST	128	35,049.78		35,049.78
RISK RETENTION FUND	175	2,763.51		2,763.51
CDBG CONSORTIUM ACCOUNT	181	5,000.00		5,000.00
TOWN HALL CAPITAL PROJECTS	406	12,500.00		12,500.00
WATER DISTRICT CAPITAL PROJECT	412	5,750.00		5,750.00
TRUST & AGENCY	735	2,708,463.23		2,708,463.23
CALVERTON PARK - C.D.A.	914	1,163.40		1,163.40
TOTAL		4,028,922.82		4,028,922.82

THE VOTE

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

Walter  Yes  No

The Resolution Was  Was Not

Thereupon Duly Declared Adopted