

RESOLUTION LIST April 20, 2010:

- Res. #290 Authorizes the Supervisor to Execute Amended Agreement with Delta Computer Group
- Res. #291 Rescinds Resolution #263 of 2010 and Authorizes Town Clerk to Publish and Post a Public Notice to Consider a Local Law to Amend Chapter 92 Entitled "Highways, Streets and Sidewalks" to Ensure the Timely Removal of Damaged Utility Poles on Town Highways
- Res. #292 A Local Law to Amend Chapter 101 Entitled "Vehicles & Traffic" of the Riverhead Town Code (§101-10 – Parking Prohibited – Ravine Road, Wading River)
- Res. #293 Declares Public Emergency Regarding Failed Culverts on River Road, Riverhead
- Res. #294 Adopts a Local Law to Amend Chapter 108 Entitled "Zoning" of the Riverhead Town Code (Article XXXIV – Multifamily Residential Professional Office Zone)
- Res. #295 Authorizes Execution of Contract with Seed Clam Administrator
- Res. #296 Supports the Installation of a Traffic Signal – Site Plan of Lowe's Home Center
- Res. #297 Authorizes Attendance of Four Police Department Employees to the Marine Law Enforcement Training
- Res. #298 Authorizes Town Clerk to Publish and Post Notice to Bidders for Annual Diesel/Generator Maintenance
- Res. #299 Authorizes Submission of Long Island Sound Futures Fund Grant Application
- Res. #300 Authorizes Retainer Agreement with the Law Firm of Mark A. Cuthbertson, Esq.
- Res. #301 2010 Town Hall South Budget Adjustment
- Res. #302 Authorizes the Supervisor to Execute a Contract with the County of Suffolk (Youth Bureau) Juvenile Delinquency Prevention Program
- Res. #303 Authorization to Re-Publish Advertisement for Snack Vendors to be Utilized by the Town of Riverhead
- Res. #304 Authorizes the Supervisor to Execute an Easement with SUNY Stony Brook for EPCAL Walking Trails
- Res. #305 Awards Bid for Diesel Fuel

- Res. #306 Authorizes the Supervisor to Execute a Grant Extension Agreement
- Res. #307 Awards Bid – Interim Treatment at Well No. 16 Riverhead Water District
- Res. #308 Approves Temporary Change of Status for Part-Time Legislative Secretary, David Cullen
- Res. #309 Approves Chapter 90 Application of East End Arts & Humanities Council, Inc. (Downtown Dance Party)
- Res. #310 Authorizes the Filing of an Application for New York State Assistance from the Household Hazardous Waste (HHW) State Assistance Program and Signing of the Associated State Contract, Under the Appropriate Laws of New York State
- Res. #311 2010 Law Department Server Budget Adjustment
- Res. #312 Approves Temporary Sign Permit of Mattituck Lions Club (Strawberry Festival)
- Res. #313 Awards Bid on Arched Steel Building
- Res. #314 Authorizes the Supervisor to Execute Grant Extension (Downtown Beautification Grant Program)
- Res. #315 Approves Chapter 90 Application of Peconic Bay Medical Center (15th Annual East End Garden Festival)
- Res. #316 Order Calling Public Hearing- Lateral Extension within Riverhead Sewer District – Best Western Hotel Complex
- Res. #317 Awards Bid for Corrosion Control Chemical for Use by the Riverhead Water District
- Res. #318 Approves the Transfer of a Public Safety Dispatcher I to the Police Department (Tanya Newman)
- Res. #319 Extends Bid Contract for Quick Lube Maintenance for the Riverhead Water District
- Res. #320 Authorizes the Town Clerk to Publish and Post a Help Wanted Ad for Pump out Boat Personnel
- Res. #321 Resolution supporting New York State Department of Environmental Protection Efforts to Remediate Public and Private Lands Along Horton Avenue in Proximity to Middle Road Roundabout, Riverhead, NY
- Res. #322 Appointing the Firm of Smith, Finkelstein, Lundberg, Isler & Yakaboski, LLP Special Counsel with Respect to Complaints Brought by Henry

Silverman with the U.S. Department of Housing and Urban
Development

Res. #323 Authorizes Attendance of Four Police Department Employees to Marine
Accident Investigation Level I Training

Res. #324 Pays Bills

4/20/10

ADOPTED

TOWN OF RIVERHEAD

Resolution # 290

**AUTHORIZES THE SUPERVISOR TO EXECUTE
AMENDED AGREEMENT WITH DELTA COMPUTER GROUP**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, the Town of Riverhead has requested the services of Delta Computer Group (DCG) for the purpose of recovering data from damaged computers and servers.

NOW THEREFORE BE IT RESOLVED, that the Supervisor is hereby authorized to execute the attached amended agreement between the Town of Riverhead and Delta Computer Group; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Delta Computer Group, Four Dubon Court, Farmingdale, NY 11735; and be it further

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the E-Cabinet 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 ABSENT Dunleavy Yes No
Walter Yes No

The Resolution Was Was Not
Thereupon Duly Declared Adopted

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made the _____ day of March 2010 between the TOWN OF RIVERHEAD, (hereinafter "Town") a municipal corporation with offices located at 200 Howell Avenue, Riverhead, Suffolk County, New York, 11901, and DELTA COMPUTER GROUP (DELTA COMPUTER GROUP), professional corporation existing under the laws of the State of New York, with a principal place of business at Four Dubon Court, Farmingdale, New York 11735

WITNESSETH:

WHEREAS, the Town of Riverhead has requested the services of DELTA COMPUTER GROUP for the purposes of recovering data from damaged computers and servers.

NOW THEREFORE, IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. Scope of services

The Town of Riverhead (Town) hereby retains the services of DELTA COMPUTER GROUP for the purposes of recovering data from the Town of Riverhead computers and or servers.

2. Compensation for service

As compensation for such services, the Town will pay DELTA COMPUTER GROUP hourly as set forth on Exhibit A annexed hereto up to a maximum of Two Thousand Five Hundred (\$2,500.00) Dollars for labor and materials as set forth described in Exhibit A attached hereto to the satisfaction of the Town Board and the Financial Administrator of the Town. The full cost of all professional services in accordance with this agreement and other services as may be required to provide for complete field work and written reports shall not exceed of Two Thousand Five Hundred (\$2,500.00) Dollars unless the Town and DELTA COMPUTER GROUP shall otherwise agree in writing as set forth herein. DELTA COMPUTER GROUP shall notify the Town in writing providing a description of the additional services it proposes to provide together with an explanation as to why the additional services are necessary. In no event shall DELTA COMPUTER GROUP MANAGEMENT SYSTEMS (BMS) perform any additional services without the prior written agreement of the Town Board. DELTA COMPUTER GROUP MANAGEMENT SYSTEMS (BMS) shall complete its obligations hereunder no later than sixty days from the date hereof unless the Town and DELTA COMPUTER GROUP MANAGEMENT SYSTEMS (BMS) shall agree otherwise in writing. DELTA COMPUTER GROUP MANAGEMENT SYSTEMS (BMS) shall supply information regarding services they have performed as may be requested from time to time by the Town.

DELTA COMPUTER GROUP MANAGEMENT SYSTEMS (BMS) shall submit invoices to the Town every month and will indicate time and expenses incurred during that period pursuant to the tasks identified herein. Invoices shall be due and payable within 30 days of their receipt by the Town. The Town has the right to withhold payment for portions of work not completed, after notification to DELTA COMPUTER GROUP unless the schedule is extended for reasons beyond the control of DELTA COMPUTER GROUP, including extra agency review or other unanticipated events.

3 Term of Agreement

The Agreement shall commence upon the execution of this agreement by the Town Supervisor pursuant to authorization of the Town Board and shall expire upon completion of the work specified herein to the satisfaction of the Town. All work hereunder shall be completed within ninety (90) days of the commencement of this agreement.

This Agreement may be terminated by either party and for any reason upon 30 days written notice to the other party. In that event, DELTA COMPUTER GROUP shall be compensated only for the value of services and expenses incurred in accordance with this agreement.

4. Modifications to Agreement

This Agreement may only be modified in writing and such modification is subject to approval by the Town Board of the Town pursuant to a duly adopted resolution.

5. Performance of Professional Services

DELTA COMPUTER GROUP will perform its service hereunder in a timely manner. DELTA COMPUTER GROUP shall not be responsible for delays occasioned by factors beyond its control nor by factors which could not reasonably have been foreseen at the time this Agreement was executed.

DELTA COMPUTER GROUP shall be entitled to rely on information provided by the Town provided said information is sealed by a licensed professional where appropriate or directly provided to DELTA COMPUTER GROUP by the Town.

DELTA COMPUTER GROUP shall perform its services in accordance with the professional standards applicable to the services provided, i.e. information technology, at the time such services are rendered.

Estimates made by DELTA COMPUTER GROUP of probable costs and detailed cost projections represent DELTA COMPUTER GROUP'S judgment with respect thereto. It

is recognized, however, that DELTA COMPUTER GROUP has no control over actual site conditions or the cost of materials or equipment. Accordingly, DELTA COMPUTER GROUP cannot and does not represent or guarantee that ultimate project costs will not vary from that set forth in Exhibit A. However, DELTA COMPUTER GROUP will advise the Town prior to ordering any materials or equipment prices if said prices have increased beyond that quoted herein.

All drawing, specifications, reports, notes and data developed pursuant to this Agreement are instruments of service, and as such, the original documents will become the property of the Town.

Except as otherwise provided herein, the parties agree that DELTA COMPUTER GROUP'S liability under this agreement and for the project shall be limited to the total contract cost to the Town as specified and Exhibit A and any modifications made thereto.

6. DELTA COMPUTER GROUP understands and recognizes that in conducting the work authorized by this agreement its employees and or agents may have access to confidential or sensitive Town documents and/or records. DELTA COMPUTER GROUP agrees that it shall not copy, utilize, distribute or otherwise provide unauthorized access to any Town documents and/or records. DELTA COMPUTER GROUP agrees to indemnify and hold the Town harmless from any and all damages it may incur by reason of the unauthorized distribution, use or exposure of Town documents together with the Town's reasonable attorneys fees incurred in connection with such unauthorized distribution, use or exposure of confidential Town documents. DELTA COMPUTER GROUP shall immediately notify the Town in writing should its employees or agents become aware that copying, use, distribution or other unauthorized exposure of Town documents has occurred.

7. Controlling Law

This Agreement shall be construed according to the laws of the State of New York.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto.

TOWN OF RIVERHEAD

DELTA COMPUTER GROUP

By: _____
Sean M. Walter, Supervisor

By: _____

4/20/10

ADOPTED

TOWN OF RIVERHEAD

Resolution # 291

**RESCINDS RESOLUTION #263 OF 2010 AND
AUTHORIZES TOWN CLERK TO PUBLISH AND POST A
PUBLIC NOTICE TO CONSIDER A LOCAL LAW TO
AMEND CHAPTER 92 ENTITLED "HIGHWAYS, STREETS
AND SIDEWALKS" TO ENSURE THE TIMELY REMOVAL
OF DAMAGED UTILITY POLES ON TOWN HIGHWAYS**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

RESOLVED, the Town Clerk is hereby authorized to publish the attached public notice to consider a local law to amend Chapter 92 of the Riverhead Town Code entitled, "Highways, Streets and Sidewalks" once in the April 29, 2010 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 all Town Hall Departments may review and obtain a copy of this resolution from the E-Cabinet 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 ABSENT 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 the Senior Citizen Human Resource Center, 60 Shade Tree Lane, Aquebogue, New York on the 18th day of May, 2010 at 7:10 o'clock p.m. to consider a local law to amend Chapter 92 of the Riverhead Town Code entitled, " Highways, Streets and Sidewalks" of the Riverhead Town Code as follows:

~~Article V
Severability and When Effective~~

~~§92-14. Severability.~~

~~If any section, subsection, sentence, clause, phrase or portion of this chapter is for any reason held invalid or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this chapter.~~

~~§92-15. When Effective.~~

~~This chapter shall take effect after the filing with the Secretary of State.~~

Article V
Timely Removal of Damaged Utility Poles on Town Highways

§ 92-14. Legislative intent.

- A. The Riverhead Town Board hereby finds and determines that utility companies are frequently required to replace damaged utility poles.
- B. The Riverhead Town Board also finds that this process often involves the installation of a new pole directly next to or in close proximity to the damaged pole, a practice known in the industry as a "double wood".
- C. The Riverhead Town Board further determines that double woods should be in place only temporarily to allow the various utility companies a reasonable amount of time to move their equipment to the new pole.
- D. The Riverhead Town Board determines that, increasingly, double woods are being left in place for long periods of time, sometimes for several years.

- E. the Riverhead Town Board also finds and determines that double woods have proliferated to the point where there are now hundreds, if not thousands, of aesthetically unpleasant damaged poles lining the County's roadways.
- F. The Riverhead Town Board determines that in addition to being eyesores, damaged poles left standing for unreasonably long periods of time pose a serious threat to the safety of Suffolk County residents.
- G. Therefore, the purpose of this law is to incorporate into the Town of Riverhead Highway Department utility pole permitting process a requirement that damaged poles be removed in a timely manner and to authorize penalties against utilities when they fail to comply with this permit requirement.

§ 92-15. Definitions.

A. As used in this law, the following term shall have the meaning indicated:

“DOUBLE WOOD” shall mean a new utility pole that is attached, or placed in close proximity, to a damaged utility pole.

§ 92-16. Permit requirements.

The Town of Riverhead Highway Department shall include in all permits for the installation of utility poles on Town highways the following provisions:

1. The permittee shall have ninety (90) days to remove a damaged pole following the installation of a new pole.
2. If a damaged pole remains as part of a double wood after the ninety (90) day period has expired, the Town of Riverhead Highway Department shall notify the permittee that the damaged pole must be removed within sixty (60) days of receipt of the notice or a penalty will be imposed.
3. If a damaged pole remains as part of a double wood sixty (60) days after the Town's notification, the permittee shall be assessed a penalty of two hundred fifty dollars (\$250.00) for each day the damaged pole is left standing.

§ 92-17. Penalties for offenses.

A. Each week's continued violation shall constitute a separate, additional violation.

§ 92-18. Applicability.

This legislation shall apply to all utility pole permits issued by the Town of Riverhead Highway Department on or after the effective date of this law.

Article VI
Severability and When Effective

§ 92-19. Severability.

If any section, subsection, sentence, clause, phrase or portion of this chapter is for any reason held invalid or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this chapter.

§ 92-20. When effective.

This chapter shall take effect after the filing with the Secretary of State.

- * Under line represents addition(s)
- * Strikethrough represents deletion(s)

Dated: Riverhead, New York
April 20, 2010

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

DIANE M. WILHELM, Town Clerk

4/20/10

ADOPTED

TOWN OF RIVERHEAD

Resolution #292

ADOPTS A LOCAL LAW TO AMEND CHAPTER 101 ENTITLED "VEHICLES & TRAFFIC" OF THE RIVERHEAD TOWN CODE
(§101-10. – Parking prohibited. – Ravine Road, Wading River)

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, the Town Clerk was authorized to publish and post a public notice to hear all interested persons to consider a local law amending Chapter 101 entitled, "Vehicles & Traffic" of the Riverhead Town Code; and

WHEREAS, a public hearing was held on the 6th day of April, 2010 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 the local law amending Chapter 101 entitled, "Vehicles & Traffic" of the Riverhead Town Code is hereby adopted as specified in the attached notice of adoption; and be it further

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

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the E-Cabinet 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 ABSENT 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 amending Chapter 101 entitled, "Vehicles & Traffic" of the Riverhead Town Code at its regular meeting held on April 20, 2010. **Be it enacted** by the Town Board of the Town of Riverhead as follows:

Chapter 101
Vehicles and Traffic
ARTICLE V
Parking, Standing and Stopping

§ 101-10. Parking prohibited.

The parking of vehicles is hereby prohibited in the locations as follows:

Name of Street	Side	Location
Ravine Road	West	From its intersection with North Wading River Road in a northerly direction to its <u>terminus</u> intersection with <u>Cedar Road</u>

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

Dated: Riverhead, New York
April 20, 2010

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

DIANE M. WILHELM, Town Clerk

4/20/10

ADOPTED

TOWN OF RIVERHEAD

Resolution # 293

**DECLARES PUBLIC EMERGENCY REGARDING FAILED CULVERTS
ON RIVER ROAD, RIVERHEAD**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, there currently exists on River Road, approximately 130' e/o Horton Court, two culverts which carry tributary to the Peconic River; and

WHEREAS, due to Northeaster Storm which carried with it extremely high winds and torrential rains, several locations within the Town of Riverhead were devastated by flooding, including River Road at or near its intersection,

WHEREAS, the two culverts described above which carry tributary to the Peconic River failed and as a result of the culverts failure the roadway was damaged and rendered unsafe for pedestrian and vehicular traffic; and

WHEREAS, the Town of Riverhead Engineering Department, Town of Riverhead Highway Department, Suffolk County Department of Public Works, New York State DEC, and Long Island Lighting Authority have inspected the area and confirmed that emergency repair work must be performed as soon as practicable; and

WHEREAS, the Town of Riverhead has obtained the required consents/easements from landowners to disturb their properties for purposes of repair of the culverts; and

WHEREAS, in order to protect the health, safety and welfare of the inhabitants of the Town of Riverhead, it is imperative that the Town of Riverhead act swiftly and retain a contractor to make the repairs to the culverts; and

NOW, THEREFORE, BE IT RESOLVED, the Town Board does hereby declare the conditions existing on River Road to be a public emergency under General Municipal Law section 103(4); and

BE IT FURTHER RESOLVED the Town Board of the Town of Riverhead hereby authorizes the Supervisor to execute an Agreement on behalf of the Town with Terry Contracting to conduct dewatering of the roadway, divert the water body flow and remove and replace the 18" corrugated metal culverts along River Road and delegate responsibility for coordination of work with LIPA concerning gas lines running through the roadway at a cost not to exceed \$80,000.00; and

BE IT FURTHER RESOLVED all other remediation required at the site shall be performed by the Town of Riverhead Engineering Department and/or Highway Department;

BE IT FURTHER RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the E-Cabinet 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 ABSENT Dunleavy Yes No
Walter Yes No

The Resolution Was Was Not
Thereupon Duly Declared Adopted

PROFESSIONAL SERVICES AGREEMENT

WHEREAS, there currently exists on River Road, approximately 130' e/o Horton Court, two culverts which carry tributary to the Peconic River; and

WHEREAS, due to Northeaster Storm which carried with it extremely high winds and torrential rains, several locations within the Town of Riverhead were devastated by flooding, including River Road at or near its intersection; and

WHEREAS, the two culverts described above which carry tributary to the Peconic River failed and as a result of the culverts failure the roadway was damaged and rendered unsafe for pedestrian and vehicular traffic,

NOW, THEREFORE, in consideration of the mutual promises herein contained, the Town of Riverhead (hereinafter referred to as "Town") and Terry Contracting & Materials, Inc., (hereinafter referred to as "Contractor") hereby agree as follows:

This Agreement made the ____ day of April, 2010 between the TOWN OF RIVERHEAD, a municipal corporation organized and existing under the laws of New York, with its office located at 200 Howell Avenue, Riverhead, New York 11901 (hereinafter referred to as the "Town") and Terry Contracting & Materials, Inc., 840 West Main Street, Riverhead, New York 11901, a corporation existing under the laws of the State of New York (hereinafter referred to as "Contractor").

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

1. SCOPE OF SERVICES

During the term of this Agreement, Contractor shall furnish the services, equipment and materials necessary to complete the tasks identified herein and agrees to provide same as an independent contractor and not as an employee of Town. Contractor services include the following: installation of waterway bypass piping, clearing natural vegetation for the purposes of installation of steel sheet piling along the north and south portions of the failing culverts, construction of a temporary non-structural sedimentation basin (excavation lined with filter fabric and backfilled with ripwrap), divert and pump water from the construction area/roadway into the sedimentation basin, removal of existing corrugated metal culverts, re-establish proper bedding sub-soils, and replacement/installation with three 18" outer diameter heavy duty high density polyethylene pipes, control backfill of the culverts, and removal of the sheathing and other temporary sediment and erosion control measures. Contractor responsible for all mark outs and, in particular, coordination with LIPA/National Grid to preserve integrity of two gas lines (350 psi transmission line and 125 psi distribution line).

2. TERM OF AGREEMENT

Agreement shall commence upon the execution of same, together with permit issued by NYS DEC to Town of Riverhead for all tasks identified below and Contractor acknowledges that time is of the essence and represents that the tasks outlined in paragraph three below will be completed within 30 days of commencement.

3. PAYMENT

For these services Town of Riverhead will pay Contractor based upon the hourly rates set forth in the attached schedule and in compliance with NYS prevailing wage rates, but in no event shall the Contractor's total payment exceed \$80,000.00 for the services described in paragraphs one and two above. The total payment for services is intended to include and reflects all labor, equipment (contractor responsible to provide/retain/secure all machinery and equipment to perform tasks), and materials (contractor to provide filter fabric, bedding sub-soils, three 18" outer diameter heavy duty high density polyethylene pipes...). Note, the Town may require the submission of documentation, including time records for performance based contracts solely for the purposes of verification of completion of the project or a portion of the project and the request that contractor provide same shall not convert the performance contract to an hourly rate contract. The Town shall not have any liability for any other expenses or costs incurred by Contractor. The Town has made available and Contractor has inspected the work site and surrounding areas and represented that Contractor has the experience, staff, equipment and materials to complete all aspects of the tasks. In addition, the Contractor met with several representatives of the Town, Engineering and Highway supervisors and personnel, local and regional regulatory agencies, and representatives of LIPA; Contractor is familiar with the DEC regulations and requirements particularly as same related to the tasks identified herein; Contractor is knowledgeable with respect to the requirements for mark outs for power and utilities; and finally, Contractor acknowledges and is aware that difficulties may arise that affect the execution of the work and that due to the scope of the work Contractor may encounter certain areas of special coordination such that it is understood that Contractor will not attempt to seek additional monies for hardships that may arise related to any of the above, including but not limited to, effort, time, costs of material required to complete the tasks identified above. After completion of the tasks outlined in the paragraphs above, the Town is responsible for all plantings and pavings-said work to be performed by Town of Riverhead Highway Department.

4. RIGHTS TO DOCUMENTS OR DATA

All information and data, regardless of form, generated in the performance of, or delivered under this Agreement, as well as any information provided to Contractor by Town, shall be and remain the sole property of Town. Contractor shall keep all such information and data in confidence and not disclose or use it for any purpose other than in performing this Agreement, except with Town's prior written approval. In the event that the legal right in any data and information generated in the performance of this Agreement does not vest in Town by law, Contractor hereby agrees and assigns to

Town such legal rights in all such data and information. These obligations shall survive the termination of this Agreement.

5. PUBLICITY

Contractor shall not, without the prior written consent of Town, in any manner advertise or publish the fact that Town has entered into this Agreement with Contractor.

Contractor shall not, without the prior written consent of the Town, provide, release or make available for inspection any documents, data, written material of any kind without the prior written consent of at least three members of the Town board or by resolution of the Town Board.

6. ASSIGNMENT AND SUBCONTRACTING

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

7. TERMINATION

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

8. RECORDS

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

9. CHANGES

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

10. NOTICES

Any notice shall be considered as having been given: (i) to Town of Riverhead if mailed by certified mail, postage prepaid to Town of Riverhead, Attention: _____, 200 Howell Avenue, Riverhead, New York 11901; or (ii) to Contractor if mailed by certified mail, postage prepaid to Terry Contracting & Materials, Inc., 840 West Main Street, Riverhead, New York 11901, Attn: Robert Terry.

11. COMPLIANCE WITH LAWS

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

12. INSURANCE, INDEMNITY AND LIABILITY

Contractor shall carry Comprehensive General Liability Insurance and, if applicable, worker's compensation insurance. Contractor hereby indemnifies and holds the Town, its departments, officers, agents and employees, harmless against any and all claims, actions or demands against Town, its departments, officers, agents and employees and against any and all damages, liabilities or expenses, including counsel fees, arising out of the acts or omissions of Contractor under this Agreement.

13. CONFLICT OF INTEREST

Contractor hereby represents and covenants that neither it nor any of its employees or representatives has or shall have, directly or indirectly, any agreement or arrangement with any official, employee or representative of the Town of Riverhead which any such official, employee, representative shall receive either directly or indirectly anything of value whether monetary or otherwise as the result of or in connection with any actual or contemplated application before any department of the Town, contract with the Town for sale of any product or service. Contractor further represents and covenants that neither it nor any of its employees or representatives has offered or shall offer any gratuity to

the Town, its officers, employees, agents or representatives with a view toward obtaining this Agreement or securing favorable treatment with respect thereto. Contractor further represents that it will not engage in any activity which presents a conflict of interest in light of its relationship with Town.

14. DISCLOSURE

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

15. DISPUTES

If Contractor fails to perform any of its obligations hereunder in accordance with the terms hereof, then after reasonable notice to Contractor not to exceed thirty (30) days, and an opportunity for Contractor to cure such failure (except in case of emergency), the Town may (but shall not be obligated to) cure such failure at the expense of the Contractor, and the amount incurred by the Town on demand. Notwithstanding the above, any dispute arising under this Agreement which is not settled by Agreement of the parties may be settled by appropriate legal proceedings. Pending any decision, appeal or judgment in such proceedings or the settlement of any dispute arising under this Agreement, Contractor shall proceed diligently with the performance of this Agreement in accordance with the decision of Town.

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

TOWN OF RIVERHEAD

TERRY CONTRACTING AND
MATERIALS, INC.

By:

By:

TOWN OF RIVERHEAD

Resolution # 294

**ADOPTS A LOCAL LAW TO AMEND CHAPTER 108 ENTITLED
"ZONING" OF THE RIVERHEAD TOWN CODE
(ARTICLE XXXIV – Multifamily Residential Professional Office Zone)**

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 108 entitled, "Zoning" of the Riverhead Town Code; and

WHEREAS, a public hearing was held on the 20th day of January, 2010 at 7:10 o'clock p.m. at Town Hall, 200 Howell Avenue, Riverhead, New York, the date, time and place specified in said public notice, and all persons wishing to be heard were heard.

NOW THEREFORE BE IT RESOLVED, that a local law amending Chapter 108 "Zoning", of the Riverhead Town Code is hereby adopted as specified in the attached notice of adoption; and be it further

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

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the E-Cabinet 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 ABSENT 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 amending Chapter 108 entitled, "Zoning" of the Riverhead Town Code at its regular meeting held on April 20, 2010 as follows:

CHAPTER 108
ZONING
ARTICLE XXXIV
Multifamily Residential Professional Office Zone

§ 108-168. Zoning use classification.

The zoning use classification known as ~~Residence E~~ Multifamily Residential Professional Office Zone District shown on the attached amendment to the Zoning Use Classification Map is hereby adopted.

§ 108-169. Uses.

In the ~~Residence E~~ Multifamily Residential Professional Office Zone District no building, structure or premises shall be used, arranged or designed to be used and no building or structure shall hereafter be erected, reconstructed or altered, unless otherwise provided in this chapter, except for either one of the following permitted uses and their customary accessory uses.

§ 108-170. Development standards.

C. Yards.

- (3) Rear. The minimum rear yard shall be 50 feet, except that the minimum rear yard shall be 25 feet when adjacent to a property within a ~~Residence E~~ Multifamily Residential Professional Office zoning Zone dDistrict.

§ 108-171. Landscaping, screening and buffering.

C. Preservation of existing vegetation. Site plans for the development of property located in a ~~Residence E~~ Multifamily Residential Professional Office Zone District shall include an indication of existing mature trees and other instances of unique, indigenous and/or significant vegetation or other natural features so as to ensure their preservation and thereby retain an open space environment which enhances the character of the Town.

Dated: Riverhead, New York
April 20, 2010

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD

DIANE M. WILHELM, Town Clerk

4/20/10

ADOPTED

TOWN OF RIVERHEAD

RESOLUTION # 295

**AUTHORIZES EXECUTION OF CONTRACT
WITH SEED CLAM ADMINISTRATOR**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, the TOWN, in connection with its Municipal Operations, requires services consisting of the following: Seed Clam Administrator – Year 2010

AND

WHEREAS, David Lessard, Contractor, is willing to provide the following services to the Town:

Description of Services: Administration of Seed Clam Program

Date(s) and Hour(s) of Services: Year 2010

NOW, THEREFORE, BE IT RESOLVED that David Lessard is appointed Administrator of the Town of Riverhead Seed Clam Program – Year 2010.

And be it further

RESOLVED that the Supervisor be and is hereby authorized to execute the attached Agreement in connection with the administration services of the aforementioned individual and be it further

RESOLVED that all Town Hall Departments may review and obtain a copy of this resolution from the E-Cabinet 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 ABSENT Dunleavy Yes No
Walter Yes No

The Resolution Was Was Not
Thereupon Duly Declared Adopted

AGREEMENT

BETWEEN The TOWN OF RIVERHEAD, a municipal corporation with offices at 200 Howell Avenue, Riverhead, New York, hereinafter referred to as "TOWN" and DAVID LESSARD, a partnership/corporation/limited liability partnership, with offices at P.O. Box 139, Jamesport, New York, Vendor Number 029027, hereinafter referred to as "CONTRACTOR".

WITNESSETH

WHEREAS, the TOWN, in connection with its municipal operations, requires services consisting of the following: Seed Clam Administrator – Year 2010; and

WHEREAS, the CONTRACTOR is willing to provide the following services to the Town:

Description of Services: Administration of Seed Clam Program

Date(s) and Hour(s) of Services Year 2010

IT IS HEREBY AGREED by the TOWN and CONTRACTOR as follows:

1. That CONTRACTOR shall provide and fully perform, to the TOWN'S satisfaction, the aforementioned services to the TOWN on the date(s) and time(s) stated above.
2. In return for CONTRACTOR'S services, the TOWN shall pay CONTRACTOR as follows: The sum of Four Thousand (\$4,000.00) Dollars payable in half-payments of Two Thousand (\$2,000.00) Dollars each in April, 2010 and September, 2010.
3. Administration shall include the bidding process and oversight of facilities to provide seed. The TOWN is responsible for the cost of repair and materials of their rafts, which contain the clams.

DATED: Riverhead, New York
April ____, 2010

TOWN OF RIVERHEAD

BY: _____
SEAN WALTER
Town Supervisor

CONTRACTOR

BY: _____
DAVID LESSARD

TOWN OF RIVERHEAD

Resolution # 296

SUPPORTS THE INSTALLATION OF A TRAFFIC SIGNAL – SITE PLAN OF LOWE'S HOME CENTER

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, the Town of Riverhead is in receipt of a site plan petition from Lowe's Home Centers, Inc. as contract vendee to allow the construction of a 143,048 sq. ft. Lowe's Home Center upon real property located at County Road Route 58, Riverhead, New York; such real property more particularly described as Suffolk County Tax Lot Numbers 0600-101-2-15.5 and 0600-125-1-1 and 2.2, and

WHEREAS, the Riverhead Planning Board has reviewed several iterations of site plans and elevation drawings as prepared by Santec Consulting Services, as well as a motor vehicle impact study as prepared by Mulryan Engineering, P.C., and

WHEREAS, the Riverhead Planning Board is poised to approve the referenced site plan upon the submission of a Stormwater Pollution Prevention Plan pursuant to Chapter 110 of the Town of Riverhead Zoning Ordinance, and

WHEREAS, the final site plan and traffic study was referred to the Suffolk County Department of Public Works; such Department recommending that all left hand turning movements into the proposed Lowe's Home Center be made from the existing traffic signal at the re-aligned Pulaski Street intersection with County Route 58, and

WHEREAS, this board considers the Lowe's Home Center to be an important economical development project with respect to both job creation and tax rateables, and

WHEREAS, it is the position of the Town Board that the proposed Lowe's Home Center is of such an intensity as to warrant a new signal to allow for direct left hand turning movements in and out of the Center, and

WHEREAS, the construction of the aforementioned traffic signal would allow for safe and convenient access to vacant commercial properties within the general vicinity, now

THEREFORE BE IT RESOLVED, that the Riverhead Town Board hereby strongly recommends that the Suffolk County Department of Public Works approve that traffic signal depicted on the final Lowe's Home Center site plan in order to allow convenient left hand turning movements into the Center, and

BE IT FURTHER RESOLVED, that the Town Clerk be and is hereby directed to forward a copy of this resolution to Lowe's Home Centers, Inc or their agent, the Town Attorney, the Planning Department, the Highway Department and that all Town Hall Departments may review and obtain a copy of this resolution from the E-Cabinet 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 ABSENT Dunleavy Yes No
Walter Yes No

The Resolution Was Was Not
Thereupon Duly Declared Adopted

4/20/10

ADOPTED

TOWN OF RIVERHEAD

Resolution # 297

AUTHORIZES ATTENDANCE OF FOUR POLICE DEPARTMENT EMPLOYEES TO THE MARINE LAW ENFORCEMENT TRAINING

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, Police Chief Hegermiller has requested authorization from the Riverhead Town Board for the attendance of four police department employees to attend the Marine Law Enforcement Training in Lake George, New York, and,

WHEREAS, the seminar will be held in Lake George, New York from May 3 – May 7, 2010.

NOW THEREFORE BE IT RESOLVED, that the Town Board hereby authorizes the attendance of four police department employees to attend the Marine Law Enforcement Training.

BE IT FURTHER RESOLVED, that the Town Board hereby authorizes reimbursement of expenses incurred, not to exceed \$250.00 upon submission of proper receipts; and

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the E-Cabinet 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 ABSENT Dunleavy Yes No
Walter Yes No

The Resolution Was Was Not
Thereupon Duly Declared Adopted

4/20/10

ADOPTED

TOWN OF RIVERHEAD

Resolution # 298

**AUTHORIZES TOWN CLERK TO PUBLISH AND POST NOTICE TO BIDDERS
FOR ANNUAL DIESEL/GENERATOR MAINTENANCE**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

RESOLVED, that the Town Clerk be and is hereby authorized to publish and post the attached Notice to Bidders for annual diesel/generator maintenance in the **April 29, 2010**, 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 E-Cabinet 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 ABSENT 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 **ANNUAL DIESEL/GENERATOR MAINTENANCE** for use by the Town of Riverhead will be received by the Town Clerk of the Town of Riverhead at Town Hall, 200 Howell Avenue, Riverhead, New York, 11901, until **11:00 a.m. on May 10, 2010.**

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

All bids must be submitted on the bid form provided. Any and all exceptions to the Specifications must be listed on a separate sheet of paper, bearing the designation **"EXCEPTIONS TO THE SPECIFICATIONS"** and be attached to the bid form.

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.

All bids are to be submitted in a sealed envelope addressed to: **TOWN CLERK, TOWN OF RIVERHEAD, 200 HOWELL AVENUE, RIVERHEAD, NEW YORK, 11901**, and bear the designation: **BID #2010-33-RWD - ANNUAL DIESEL/GENERATOR MAINTENANCE FOR THE RIVERHEAD WATER DISTRICT.**

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD

Diane M. Wilhelm
Town Clerk

**TOWN OF RIVERHEAD
Resolution # 299**

**AUTHORIZES SUBMISSION OF LONG ISLAND SOUND FUTURES FUND GRANT
APPLICATION**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, the Long Island Sound Futures Fund was initiated in 2005 by the Long Island Sound Study through EPA's Long Island Sound Office and the National Fish and Wildlife Foundation and has provided \$4.5 million to 138 projects in communities surrounding the Sound in all, funding projects to open up 40 river miles for fish passage, and restore 290-acres of critical fish and wildlife habitat; and

WHEREAS, the Long Island Sound Futures Fund is soliciting applications for funding from municipalities to improve non-point source stormwater control; and

WHEREAS, the Town of Riverhead Board desires to improve stormwater control in the area the Wading River duck ponds; and

WHEREAS, the Town of Riverhead is eligible for and wishes to pursue funding under Long Island Sound Futures Fund to improve stormwater control in the area of the Wading River duck ponds.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board does hereby authorize the Community Development Department to submit an application to pursue funding under Long Island Sound Futures Fund to improve stormwater control in the area of the Wading River duck ponds; and

BE IT FURTHER RESOLVED, that the Town Board authorizes the Town of Riverhead Supervisor to execute the required application and documents to submit the grant application as described above; and

BE IT FURTHER RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the E-Cabinet 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 ABSENT Dunleavy Yes No
Walter Yes No

The Resolution Was Was Not
Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution #300

AUTHORIZES RETAINER AGREEMENT WITH THE
LAW FIRM OF MARK A. CUTHBERTSON, ESQ.

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, the Town Board wishes to retain the Law Firm of Mark A. Cuthbertson, Esq. to act as special counsel and take all action on behalf of the Town of Riverhead with respect to representation of the Town of Riverhead in various litigation matters;

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby retains the Law Firm of Mark A. Cuthbertson, Esq. to act as legal counsel in connection with rail spur related matters to be assigned by the Town Attorney; and be it further

RESOLVED, that the Town Board hereby authorizes the Town Attorney to execute a Retainer Agreement with the Law Firm of Mark A. Cuthbertson, Esq., 434 New York Avenue, Huntington, New York 11743 in the form annexed hereto; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to the Law Firm of Mark A. Cuthbertson, Esq., 434 New York Avenue, Huntington, New York 11743; and be it further

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the E-Cabinet 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 ABSENT Dunleavy Yes No
Walter Yes No

The Resolution Was Was Not
Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 301

2010 TOWN HALL SOUTH

BUDGET ADJUSTMENT

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

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

		<u>FROM</u>	<u>TO</u>
001.090600.584500	Non Uniform Hospital, Dental & Optical	\$81,000.00	
001.016270.541000	Repairs and Maintenance		\$15,000.00
001.016270.524000	Equipment		\$30,000.00
001.016270.545110	Rent Expense		\$27,000.00
001.016270.546000	Utilities		\$ 9,000.00

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

THE VOTE

Giglio ABSTAINED Gabrielsen Yes No
Wooten ABSENT Dunleavy Yes No
Walter Yes No

The Resolution Was Was Not
Thereupon Duly Declared Adopted

04/20/10

ADOPTED

TOWN OF RIVERHEAD

Resolution #302

**AUTHORIZES THE SUPERVISOR TO EXECUTE A CONTRACT
WITH THE COUNTY OF SUFFOLK (YOUTH BUREAU)
Juvenile Delinquency Prevention Program**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Gabrielsen

NOW, THEREFORE, BE IT RESOLVED, that the Supervisor is hereby authorized to execute the attached contract between the County of Suffolk (Youth Bureau) and the Town of Riverhead (Juvenile Aid Bureau) regarding the Juvenile Delinquency Prevention program; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to County of Suffolk Youth Bureau, Box 6100, Hauppauge, New York 11788-0099; and be it further

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the E-Cabinet 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 ABSENT Dunleavy Yes No
Walter Yes No

The Resolution Was Was Not
Thereupon Duly Declared Adopted

Contract

This Contract ("the Contract") is between the County of Suffolk ("the County"), a municipal corporation of the State of New York, acting through its duly constituted Youth Bureau ("the Department"), located at H. Lee Dennison Buuilding-3rd Floor, 100 Veterans Memorial Highway, Hauppauge, New York (Mailing Address: Box 6100, Hauppauge, New York 11788-0099); and

Riverhead Juvenile Aid Bureau (J.A.B.) ("the Contractor"), a New York not-for-profit Corporation having an address at 210 Howells Road, Riverhead, NY 11901.

The Contractor has been designated to receive funds from the County for Juvenile Delinquency Prevention ("the Services") as set forth in Article I, entitled "Description of Services."

Term of the Contract: January 1, 2010 through December 31, 2010.

Total Cost of the Contract: Shall not exceed \$32,261, as set forth in Article I, attached.

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

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

Riverhead Juvenile Aid Bureau (J.A.B.)

County of Suffolk

By: _____

By: _____

Name SEAN WALTERS

Title TOWN SUPERVISOR OF RIVERHEAD

Fed. Tax ID # 11-6001935

Date _____

Name: _____

Title: Deputy County Executive

Date: _____

**Approved:
Department**

Louis A. Medina M.S.W.
Executive Director

Date _____

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

Name _____
Date _____

**Approved as to Legality:
Christine Malafi, County Attorney**

By: _____
Patricia M. Jordan
Assistant County Attorney
Date _____

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Article I

Description of Services

Legislative Designated Funding Application; Budget

(Two Pages Attached)

NEW YORK STATE
OFFICE OF CHILDREN AND FAMILY SERVICES
INDIVIDUAL PROGRAM APPLICATION
Agency Summary

A001

Sponsoring Municipality: SUFFOLK COUNTY County: SUFFOLK

Implementing Agency: RIVERHEAD JUVENILE AID BUREAU

Program Title: YOUTH COUNSELING PROGRAM

Agency Street Address: 210 HOWELL AVE

Total Program Budget	\$ 32,261	(100%)
OCFS Funds Requested	\$ (% of Total)
*Youth Bureau Allocated	\$	
*Youth Bureau Only		

City: RIVERHEAD State: NY Zip Code: 11901

Federal ID#: 11-6001935

Charities Reg.#: N/A

PROGRAM PROVIDES AT-RISK YOUTH WITH COUNSELING SERVICES

Period of Actual Program Operation
FROM 01-01-2010 TO 12-31-2010

Hours of Operation
FROM 8:00 am TO 4:00 pm

Daily Weekly Monthly

Executive Director Board Chairperson
 Other

(631) 727-3200 ext. 251 ()
TELEPHONE NUMBER FAX NUMBER

SEAN WALTER
PRINT NAME

[Signature]
SIGNATURE

walter@riverheadli.com
EMAIL ADDRESS

www.riverheadli.com
WEBSITE (IF APPLICABLE)

CHIEF DAVID HEGERMILLER
CONTACT PERSON

CHIEF OF POLICE (631) 727-4500 ext. 315
TITLE TELEPHONE NUMBER

djh@riverheadli.com
EMAIL ADDRESS

(631) 727-8729
FAX NUMBER

BILL ROTHAR
FISCAL OFFICER

FINANCIAL ADMINISTRATOR (631) 727-3200 ext. 270
TITLE TELEPHONE NUMBER

rothaar@riverheadli.com
EMAIL ADDRESS

(631) 727-4230
FAX NUMBER

The Agency is: Private, Not for Profit Public Religious Corporation

PROGRAM SITES Most Significant (3 Maximum)		Assembly Dist. No.	NYS Senate Dist. No.	Local Plan'g Bd	City Council District
Type	Address (Street, City, State, Zip)				
OFFICE	RIVERHEAD MIDDLE SCHOOL 600 HARRISON AVE. RIVERHEAD NY 11901	1	1		
OFFICE	RIVERHEAD TOWN POLICE DEPARTMENT 210 HOWELL AVE., RIVERHEAD NY 11901	1	1		

MUNICIPAL AGENCIES ONLY

Check if: Joint Program Purchase of Service

1. Specify Program Code and Name of Other Participating Municipalities: _____

2. Is the attached Program Total Budget (Form OCFS-3107) a combined budget for all participating municipalities? Yes No

Schedule of Payments

Advance of Percentage of Advance of the Total Cost of Agreement as set forth on page 1 of this Agreement or of an amendment.

Reimbursement for actual expenses of the month of January.

Reimbursement for actual expenses of the month of February.

Reimbursement for actual expenses of the month of March.

Reimbursement for actual expenses of the month of April.

Reimbursement for actual expenses of the month of May.

Reimbursement for actual expenses of the month of June.

Reimbursement for actual expenses of the month of July.

~~Reimbursement for actual expenses of the month of August.~~

Reimbursement for actual expenses of the month of September.

Monthly reimbursements shall cease after payment of actual expenditures through the month of September. The remaining part (October 1 through December 31) of the current Budget Period, shall be financed out of the initial advance, with adjustments to be made at the end of such Budget Period.

**Article I A
Department Specific Provisions**

1. Certificate of Incorporation; Board Meetings

- a. The Contractor shall furnish the Department with certified copies of its Certificate of Incorporation and by-laws, 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.
- b. Minutes of the Contractor's annual board meeting and one other board meeting, no longer than six (6) months thereafter, should be forwarded to the Department within two (2) weeks after the conclusion of the meetings.

2. Contractor's Staff

a. Prior Approval

The Department shall have the right to prior approval of the filling of any position now vacant or hereafter becoming vacant and may, in the exercise of that right, promulgate reasonable regulations involving position control which shall, when promulgated, be deemed to be incorporated by reference in and be made part of this Contract.

b. Current Procedures

Resumes

The Contractor, at its own expense, agrees to furnish to the Department resumes of all personnel to be hired for the Services referred to in this Contract, prior to their being hired.

Resumes shall include, but not limited to:

- i.) Previous job title(s) of the individual employee and the length of employment under each title; and/or
- ii.) Previous experience and length of previous experience with a task or tasks similar or equal to the Services.

Contractor Letters

The Contractor agrees to furnish to the County letter(s) regarding all personnel to be hired for the Services. The letter(s) shall include, but not

be limited to:

- i.) The specific tasks to be performed by the individual employees during the course of the Services.
- ii.) Salaries and hours to be worked by the individual employees during the course of the Services.

County Approval

The County reserves the right to approve principal services personnel proposed by the Contractor at the time of entering into this Contract. Reasons for the County not approving said personnel shall be for lack of qualification or lack of demonstration by the Contractor that said proposed personnel will not have a deleterious effect on the proper and efficient operation of the Services.

Job Descriptions, Qualifications

The Contractor will nominate to the Department a Service director chosen on the basis of the job description below. The Department shall review such nominations and may confirm them. Other staff positions provided for in this Contract will be filled in accordance with written job descriptions as provided below. Employment of any staff member under the terms of this Contract shall be subject to ongoing review for competency and aptitude of the staff member by the Department or its designees. The Department may recommend dismissal or suspension of any staff member under this Contract.

Service Director

i.) **Qualifications:** Graduation from an accredited college and/or university with a Master's Degree in Social Work; or a Bachelor's Degree (4-year college degree) plus 2 years Experience in Human Services.

ii.) **Duties:** Responsible for overall Service; hires and fires staff; chairs youth advisory committee; administers and directs all Contractor Services; is responsible to Board of Directors of the Contractor and has immediate charge of and responsibility for the Services; renders direct services to clients as required; selects, trains and supervises program aides, nonprofessional staff and volunteers; has charge of petty cash account; make purchases and expends funds under the direction of the treasurer of the corporation or such other officers as the Board of the corporation may direct.

any such plan or policy, nor shall the County be subject to any liability in connection with any such plan or policy.

Youth Worker

- i.) **Qualifications:** Bachelor's Degree (4-year college degree from an accredited college).
- ii.) **Duties:** Provides counseling, group work services, and professional supervision in lounge activities, is responsible to the Service director. Also shall keep written records and reports of work accomplished; shall demonstrate ability to learn, ability to relate successfully to clients and the community, and capacity for development in professional use of self in relationships.

End of Text for Article IA

Service Aides

- i.) **Qualifications:** High School Diploma and preferably some paid experience in youth work.
- ii.) **Duties:** Report to Service director; shall carry out assignments as paraprofessionals; shall keep written records and reports of work accomplished; shall demonstrate ability to learn, ability to relate successfully to clients and community, and capacity for development in professional use of self in relationships.

3. Human Services Division Technical Assistance and Training

- a. The Contractor agrees to participate in the Human Services Division Technical Assistance and Training Program. Such agreed participation will include staff training on the topic of HIV/AIDS and not more than three (3) days-per-year attendance at training on topics that may include, but not be limited to, contract financial reporting, the setting of service goals and objectives, and service development.
- b. The Contractor may participate, at its election, in any additional training made available by the Human Services Division.

4. Youth Sports

In accordance with Local Law No. 44 - 2009, 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 the County contract, grant or funding. Receipt of such plan or policy by the County does not represent approval or endorsement of

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Article II
Definitions

1. Meanings of Terms

As used herein:

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

“**Budget**” means the Contractor’s summary or plan of the intended revenues and expenditures necessary to render the Services.

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

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

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

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

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

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

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

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

“**Event of Default**” means

- a. The Contractor’s failure to perform any duty required of it under paragraphs 1(b)-(e) of Article III of the Contract; or
- b. The Contractor’s failure to maintain the amount and types of insurance required by the Contract; or
- c. The Contractor’s failure to comply with any Federal, State or local law, rule, or regulation, and County policies or directives; or
- d. The Contractor’s bankruptcy or insolvency; or

e. The Contractor’s failure to cooperate in an Audit of Financial Statements; or

f. 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

g. The Contractor’s failure to submit, or failure to timely submit, documentation to obtain Federal or State funds; or

h. The inability of the County or the Contractor to obtain Federal or State funds due to any act or omission of the Contractor; or

i. Any condition the County determines, in its sole discretion that is dangerous.

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

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

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

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

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

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

“**Services**” means all that which the Contractor must do and any part thereof arising out of, or in connection with, the contract necessary to render the assistance and benefit intended by the Contract.

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

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

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

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

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2. Elements of Interpretation

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

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

End of Text for Article II

Article III
General Terms and Conditions

I. Contractor Responsibilities

a. Duties and Obligations

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

b. Qualifications, Licenses, and Professional Standards

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

c. Notifications

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

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

d. Documentation of Professional Standards

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

e. Credentialing

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

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

f. Engineering Certificate

In the event that the Contract requires any Engineering Services, the Contractor shall submit

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

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 paragraph 8 of this Article III.

2. Termination

a. Thirty Days Termination

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

b. Event of Default; Termination on Notice

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

c. Termination Notice

Any notice providing for termination shall be delivered as provided for in Article V of the Contract.

d. Duties upon Termination

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

3. Indemnification and Defense

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

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

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

4. Insurance

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

- i.) **Commercial General Liability** insurance, including contractual liability coverage, in an amount not less than Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury and Two Million Dollars (\$2,000,000.00) per occurrence for

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property damage. The County shall be named an additional insured.

- ii.) **Automobile Liability** insurance (if any vehicles are used by the Contractor in the performance of the Contract) in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) per person, per accident, for bodily injury and not less than One Hundred Thousand Dollars (\$100,000.00) for property damage per occurrence.
 - iii.) **Workers' Compensation and Employer's Liability** insurance in compliance with all applicable New York State laws and regulations and **Disability Benefits** insurance, if required by law. The Contractor shall furnish to the County, prior to its execution of the Contract, the documentation required by the State of New York Workers' Compensation Board of coverage or exemption from coverage pursuant to §§57 and 220 of the Workers' Compensation Law. In accordance with General Municipal Law §108, the Contract shall be void and of no effect unless the Contractor shall provide and maintain coverage during the Term for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
 - iv.) **Professional Liability** insurance in an amount not less than Two Million Dollars (\$2,000,000.00) on either a per-occurrence or claims-made coverage basis.
- b. The County may mandate an increase in the liability limits set forth in the immediately preceding paragraphs (4)(a)(i), (ii), and (iv).
 - c. All policies providing such coverage shall be issued by insurance companies with an A.M. Best rating of A- or better.
 - d. The Contractor shall furnish to the County, prior to the execution of the Contract, declaration pages for each policy of insurance, other than a policy for commercial general liability insurance, and upon demand, a true and certified original copy of each such policy evidencing compliance with the aforesaid insurance requirements. In the case of commercial general liability 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.

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

5. **Independent Contractor**

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

6. **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.

7. **Merger; No Oral Changes**

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

8. **Set-Off Rights**

The County shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the County's option to withhold from a Fund Source an amount no greater than any moneys due and owing to the County for any reason. The County shall exercise its set-off rights subject to approval by the County

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Attorney. In cases of set-off pursuant to a Comptroller's audit, the County shall only exercise such right after the finalization thereof, and only after consultation with the County Attorney.

9. **Non-Discrimination in Services**

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

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

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

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

10. **Nonsectarian Declaration**

The Services performed under the Contract are secular in nature. No funds received pursuant to the Contract shall be used for sectarian purposes or to further the advancement of any religion. The Services will be available to all

eligible individuals regardless of religious belief or affiliation.

11. **Governing Law**

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

12. **No Waiver**

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

13. **Conflicts of Interest**

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

14. **Cooperation on Claims**

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

15. **Confidentiality**

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

16. **Assignment and Subcontracting**

a. The Contractor shall not delegate its duties under the Contract, or assign, transfer, convey, 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

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

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

17. **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.

18. **Certification as to Relationships**

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

19. **Publications and Publicity**

- a. The Contractor shall not issue or publish any book, article, report, or other publication related to the Services without first obtaining written prior approval from the County. After approval in writing is obtained, all such printed matter or other publication shall contain the following statement in clear and legible print:

"This publication is fully or partially funded by the Suffolk County Executive's Office."

- b. The Contractor shall not issue press releases or any other information to the media, in any form, concerning the Services, without obtaining prior written approval from the County.

20. **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.

21. **Arrears to County**

Consultant 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.

22. **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 Chapter 234, as more fully set forth in the Article entitled "Suffolk County Legislative Requirements," the Contractor shall maintain the documentation mandated to be kept by this law on the construction site at all times. Employee sign-in sheets and register/log books shall be kept on the construction site at all times and all covered employees, as defined in the law, shall be required to sign such sign-in sheets/register/log books to indicate their presence on the construction site during such working hours.

End of Text for Article III

Article IV
Suffolk County Legislative Requirements

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

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

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

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

2. Living Wage Law

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Chapter 347, 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 Chapter 466 of the Suffolk County Code.

County Contractors (as defined by section 466-2) shall comply with all requirements of Chapter 466 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. The Contractor shall not use County funds to assist, promote, or deter union organizing.
- d. 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 466, 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 Chapter 234 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

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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."

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

5. **Gratuities**

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Chapter 386 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 IV of Chapter 577 of the Suffolk County Code.

The Contractor shall comply with Article IV of Chapter 577, of the Suffolk County Code, entitled "Child Sexual Abuse Reporting Policy," as now in effect or amended hereafter or of any other Suffolk County Local Law that may become applicable during the term of the Contract with regard to child sexual abuse reporting policy.

8. **Non Responsible Bidder**

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Article II of Chapter 143 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 the provision of section 143-5 of the Suffolk

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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 section 590-3 of Article III of Chapter 590 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. **Work Experience Participation**

If the Contractor is a nonprofit 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 211 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 nonprofit 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.

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

Suffolk County Local Laws, Rules and Regulations can be found on the Suffolk County website at <http://www.co.suffolk.ny.us>.

End of Text for Article IV

Article V
Notices and Contact Persons

I. Notices Relating to Payments, Reports, Insurance, Indemnification, or Other Submissions

Any communication, notice, claim for payment, report, insurance, or other submission necessary or required to be made regarding the Contract shall be in writing, delivered as follows, and shall be given to the County or the Contractor, as the case may be, or their designated representative at the following addresses or at such other address that may be specified in writing by the parties:

By Personal Delivery and First Class Mail; or First Class and Certified Mail, Return Receipt Requested; or by Nationally Recognized Overnight Courier.

County:
Suffolk County Youth Bureau
H. Lee Dennison Building, 3rd-Floor
100 Veterans Memorial Highway
P.O. Box 6100
Hauppauge, NY 11788

Contact Name:
Patrick Policastro

Contractor:
At the address set forth on page one of the Contract, to the attention of the person who executed the Contract or such other designee as the parties may agree in writing.

2. Notices Relating to Termination and/or Litigation

- a. In the event the Contractor receives a notice of claim or becomes a party (plaintiff, petitioner, defendant, respondent, third party complainant, third party defendant, etc.) to any legal action or proceeding related to the Contract, the Contractor shall immediately deliver to the County Attorney, at the address set forth below, copies of all papers filed by or against the Contractor.
- b. Any communication or notice regarding termination shall be in writing and shall be given to the County or the Contractor or their designated representative at the following addresses or at such other addresses that may be

specified in writing by the parties and must be delivered as follows:

By Personal Delivery and First Class Mail; First Class and Certified Mail, Return Receipt Requested; or by Nationally Recognized Overnight Courier:

County:
Suffolk County Youth Bureau
H. Lee Dennison Building, 3rd-Floor
100 Veterans Memorial Highway
P.O. Box 6100
Hauppauge, NY 11788

Contact Name:
Patrick Policastro

and to

Christine Malafi, County Attorney,
Suffolk County Department of Law,
H. Lee Dennison Building,
100 Veterans Memorial Highway, Sixth Floor,
Hauppauge, New York 11788

Contractor:
At the address set forth on page one of the Contract, attention to the person who executed the Contract or such other designee as the parties may agree in writing.

3. Notices shall be deemed to have been duly delivered (i) if mailed, upon the seventh business day after the mailing thereof; or (ii) if by nationally recognized overnight courier service, upon the first business day subsequent to the transmittal thereof; or (iii) if personally, pursuant to New York Civil Practice Law and Rules Section 311; or (iv) if by fax or email, upon the transmittal thereof. "Business Day" means any day except a Saturday, a Sunday, or any day in which commercial banks are required or authorized to close in Suffolk County, New York.

4. Each party shall give prompt written notice to the other party of the appointment of successor(s) to the designated contact person(s) or his or her designated successor(s).

End of Text for Article V

Article VI
General Fiscal Terms and Conditions

1. **General Payment Terms**

a. **Presentation of Suffolk County Payment Voucher**

In order for payment to be made by the County to the Contractor for the Services, the Contractor shall prepare and present a Suffolk County Payment Voucher, which shall be documented by sufficient, competent and evidential matter.

b. **Voucher Documentation**

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

from any further County contracts.

c. **Payment by County**

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

d. **Budget Modification**

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

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

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

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

e. **Budget and/or Services Revisions**

i.) The parties shall use the Contract Budget/Services Revision Approval Form (Budget /Services Revisions) for revisions to the Budget and Services involving any change to the total cost of the Contract via resolution of the Legislature or by the County's adopted annual budget. The Contractor shall submit to the County, proposed revisions for either Budget or any necessary changes of Services to be provided.

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

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

f. Taxes

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

g. Final Voucher

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

2. Subject to Appropriation of Funds

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

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

i.) Determine how to pay for the Services;

ii.) Determine future payments to the Contractor; and

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

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

Contract, and the Contractor shall implement those terms and conditions in no less than fourteen (14) days.

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

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

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

ii.) personnel rules and procedures;

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

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

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

4. Accounting Procedures

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

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

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nondisclosure agreements, trade secrets and commercial information or financial information that is privileged or confidential.

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

5. **Audit of Financial Statements**

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

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

6. **Financial Statements and Audit Requirements**

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

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

- i.) a current license issued by the New York State Education Department;
- ii.) sufficient auditing experience in the 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.

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- 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.

to the Contractor for any purpose whatsoever. Title to any such items purchased or otherwise obtained by the County for the programs encompassed by the Contract and entrusted to the Contractor, shall remain in the County.

iii.) The County shall retain a proprietary interest in all furniture, removable fixtures, equipment, materials, and supplies purchased or obtained by the Contractor and paid for or reimbursed to the Contractor pursuant to the terms of the Contract or any prior agreement between the parties.

iv.) The Contractor shall attach labels indicating the County's proprietary interest or title in all such property.

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

Upon the termination or expiration of the Contract or any renewal thereof, the discontinuance of the business of the Contractor, the failure of the Contractor to comply with the terms of the Contract, the bankruptcy of the Contractor, an assignment for the benefit of its creditors, or the failure of the Contractor to satisfy any judgment against it within thirty (30) days of filing of the judgment, the County shall have the right to take title to and possession of all furniture, removable fixtures, equipment, materials, and supplies referred to in subparagraph 7(b) above and the same shall thereupon become the property of the County without any claim for reimbursement on the part of the Contractor.

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

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

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

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

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

b. **Purchase Practices/Proprietary Interest of County**

- i.) The Contractor shall follow the general practices that are designed to obtain furniture, fixtures, equipment, materials, or supplies at the most reasonable price or cost possible.
- ii.) The County reserves the right to purchase or obtain furniture, fixtures, equipment, materials, or supplies for the Contractor in accordance with the programmatic needs of the Contract. If the County exercises this right, the amount budgeted for the items so purchased or obtained by the County for the Contractor shall not be available

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the Contractor, based on a physical count of all items of furniture, removable fixtures and equipment on the aforesaid expiration date, and revised, if necessary, to include any inventory changes during the last three (3) months of the Term.

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

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

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

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

8. **Lease or Rental Agreements**

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

9. **Statement of Other Contracts**

Prior to the execution of the Contract, the Contractor shall submit a Statement of Other Contracts to the County, which shall be attached as an exhibit to the Contract. If the

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

10. **Miscellaneous Fiscal Terms and Conditions**

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

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

b. **Duplicate Payment from Other Sources**

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

c. **Funding Identification**

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

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

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

i.) The County is not the Fund Source for the additional services;

ii.) Sufficient funding is available for or can be generated by the Contractor to cover the cost incurred by the Contractor to provide these additional services; and

iii.) If sufficient funding is not available or cannot be generated, the County shall not be held liable for any of the additional costs incurred by the Contractor in furnishing such additional services.

iv.) Prior to scheduling any such additional services on County-owned property, the Contractor shall obtain written County approval. The Contractor shall, to the County's satisfaction, submit any documentation requested by the Department reflecting the change, and identify the additional services to be

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provided and the source of funding that shall be utilized to cover the expenditures incurred by the Contractor in undertaking the additional services.

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

g. Denial of Aid

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

h. Budget

The Contractor expressly represents and agrees

i. Payment of Claims

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

j. Payments Limited to Actual Net Expenditures

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

k. Travel Costs

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

l. Attendance at Conferences

All conferences that are partially or fully funded by the County that the Contractor's staff wish to attend must be pre-approved, in writing, by the County and must be in compliance with Suffolk County Standard Operating Procedure A-07 and Executive Order No. 4-2004.

m. Salaries

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

n. Salary Increases

No salary, wage, or other compensation for the Services shall be increased over the amount

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stated in the Budget without the prior written approval of the County.

o. Contractor Vacancies

The County shall have the right of prior approval of the Contractor's filling of any 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.

p. No Limitation On Rights

Notwithstanding anything in this Article VI, the County shall have available to it all rights and

remedies under the Contract and at law and equity.

q. Comptroller's Rules and Regulations

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

End of Text for Article VI

Exhibits

- Exhibit 1** Public Disclosure
- Exhibit 2** Living Wage
- Exhibit 3** Union Certification
- Exhibit 4** Lawful Hiring
- Exhibit 5** Certification Regarding Lobbying
- Exhibit 6** Budget Modification Request
- Exhibit 7** Budget/Services Revisions Approval
- Exhibit 8** Standard Operating Procedure A-07 Amendment 1 and Executive Order 4-04
- Exhibit 9** Comptroller's Rules

Certification Regarding Lobbying for Contract, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No State or Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence legislation or appropriation actions pending before local, State and Federal executive and/or legislative bodies in connection with the awarding of any contract, the making of any grant, the making of any loan the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any contract, grant, loan, or cooperative agreement.
2. If any funds other than State or Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence legislation or appropriation actions pending before local, State and Federal executive and/or legislative bodies in connection with this contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Failure to file the required certification shall be subject to civil penalty by the Federal government of not less than \$10,000 and not more than \$100,000 for each such failure.

Provider: _____

Agreement Number: _____

Sign: _____

Name: _____

Title: _____

Date: _____

**COUNTY OF SUFFOLK
OFFICE OF BUDGET
CONTRACT BUDGET MODIFICATION REQUEST**

The program budget contained in the Agreement of _____, 20____
between the COUNTY OF SUFFOLK and _____
is hereby amended as follows:

LINE NO. (HEADING)	DESCRIPTION (as changed) Show whether County or Agency share	\$ BEFORE	\$ AFTER	\$ CHANGE + or -
NET CHANGE \$				

Except as set forth above, this budget modification shall not be deemed to change any condition or provision in the said Agreement.

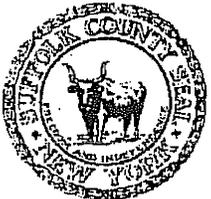
By: _____ By: _____
 Name: _____ Name: Louis A. Medina
 Title: _____ Title: Executive Director
 Date: _____ Dept.: Suffolk County Youth Bureau
 Agency: _____ Date: _____

FOR THE COUNTY OF SUFFOLK

APPROVED BY: _____
 DATE: _____

NOTE: This form is not to be used to affect any net increase in the budget.

USE REVERSE FOR SUPPORTING STATEMENTS

 <p style="text-align: center;">STANDARD OPERATING PROCEDURE</p> <p>OFFICE OF THE COUNTY EXECUTIVE</p>	Date: 08/05	Number: A-07 Amendment 1
	Approved by: <p>STEVE LEVY SUFFOLK COUNTY EXECUTIVE</p>	

TRAVEL, CONFERENCE, AND MEETING ATTENDANCE

THIS SOP SUPERSEDES THE SHEETS IN THE SOP MANUAL THAT IS IDENTIFIED AS "SOP A-07" DATED 4/2/97. HOLDERS OF THE SOP MANUAL SHOULD REMOVE AND DISCARD THE CITED SHEETS AND REPLACE THEM WITH THIS DOCUMENT.

1. **Purpose:** This SOP details how employees can obtain approval for conference attendance, travel out of Suffolk County during county time for conferences or seminars, and government related meetings with an overnight stay.
2. **Scope:** This SOP applies to all County Employees in all county departments, offices, or agencies.
3. **Nature of Changes:** This procedure amends the previous version dated 3/22/04. The new procedure will require the booking of hotel accommodations, rental cars, airplane travel, and AMTRAK be handled through a designated travel agency.
4. **Definitions:**
 - (1) A Conference is defined as a large group of people assembling together to discuss a wide range of topics. The Annual New York State Association of Counties Conference is an example of a conference.
 - (2) A Meeting is defined as a one day, regularly scheduled or impromptu, gathering of people for a specific purpose. A meeting of the Legislative Subcommittee of the New York State Association of Counties is an example of a meeting.
 - (3) A Seminar is defined as a group of people assembling for education or training related to performance of a one's job duties as a county employee.

5. Procedure:

A. Conferences

- 1) No more than two (2) persons from a department will be permitted to attend a conference, meeting, or seminar. Certain exceptions will be granted if a conference, meeting or seminar has programs with conflicting hours, if it requires more than one person to attend, or if special circumstances warrant more attendees (e.g., mandated training).
- 2) No reimbursement will be made for an overnight stay in New York City, Nassau or Suffolk County. Employees will be required to commute to conferences, meetings, and seminars in these locations. Reimbursement for meals shall be limited to those instances in which it is required by binding legal obligation.
- 3) An application for conference attendance, and travel, Executive Form 10, must be submitted so that it arrives at the County Executive's Budget Office at least two weeks prior to the conference date. If an emergency need to attend a conference arises, the form should be faxed to the Deputy County Executive for Finance and Management for approval. Any applications submitted less than two (2) weeks prior to the conference date shall be automatically denied, unless a documented emergency caused by an unforeseen event beyond the control of the applicant has caused the delay in filing the application.

In no circumstances should an employee attend a conference before the conference form has been approved. There will be no reimbursement for conference attendance forms submitted after the date of the conference for individuals who attended conferences prior to receiving an approved Conference Attendance Form and a personal day or vacation day will have to be charged by such employee in the absence of such approval.

- 4) All travel needing hotel accommodations, airline travel, car rental, and AMTRAK shall be arranged through a designated travel agency.
- 5) Supporting information such as brochures, program descriptions, itineraries, documentation, fees, rationale, application, etc., must be submitted with Executive Form #10.
- 6) The Rules and Regulations governing travel orders and accounts, promulgated by the county Department of Audit and Control, must be followed in preparing Executive Form #10.
- 7) The box indicating "Total Cost of this Conference" and the section at the bottom indicating "Travel Cost" and "Total Cost" should be filled in on all copies.

All applications for conference attendance will be returned to the respective department, office or agency if any of the above procedures have not been adhered to.

COUNTY OF SUFFOLK



OFFICE OF THE COUNTY COMPTROLLER

JOSEPH SAWICKI, JR.
Comptroller

DEPARTMENT OF AUDIT AND CONTROL

Comptroller's Rules and Regulations
for Consultant's Agreements

Revised 12/2009

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1. Purpose – This manual establishes procedures for the reimbursement of expenditures for consultants under contract with the County.
2. Scope – These instructions apply to all County departments and agencies utilizing consultant services.
3. Definitions
 - a. Consultant – An individual or firm engaged to provide outside professional services to Suffolk County departments and agencies.
 - b. Consultant's Agreement – A written contract describing the specific services to be rendered by the consultant and the amount and terms of payment for the services to be made by the County. The consultant's agreement shall constitute the sole authorization for payment of claims. The consultant's agreement shall be prepared in accordance with the County Executive's Operating Procedures, SOP # I-05. Non-specific general purpose or lump sum payment agreements are not recommended.
4. Allowable Claims – Only claims which are submitted for expenditures specifically identified in the agreement will be approved for payment. Generally, the agreement will stipulate a maximum fee for services rendered which is based upon a rate per day or per hour. Accordingly, a rate schedule is an integral part of each consultant's agreement. Increases will be allowed only by amendment to the agreement. Out-of-pocket expenditures are reimbursable if it is so stipulated in the consultant's agreement.

5. Claim Submission – Consultants should submit their claims for reimbursement through the County department or agency responsible for the consultant's assignment, using appropriate forms, as indicated below:

- a. Claim Voucher – A *County of Suffolk Standard Payment Voucher Form* (Exhibit A) must accompany each consultant claim. The claim voucher should refer to the consultant's agreement under which payment is requested and indicate the category of expenses or contract covenant applicable to the claim voucher. It should be initialed by the departmental unit representative under whose supervision or jurisdiction the work was performed, signifying that the consultant has complied with all the terms and conditions of the agreement under which the payment is requested. The voucher must then be signed by the department head or his duly authorized representative and forwarded to the Department of Audit and Control for payment.
- b. Consultant's Time Summary, FORM A&C 108 (Exhibit B) – The Consultant's Time Summary should be used to record daily hours worked by each staff member of the consultant working on the project. Space is provided to record and extend the hours and wages of each staff member assigned to the project on one form. The completed FORM A&C 108 must be signed by an authorized individual of the consultant's firm. It should then be attached to the County of Suffolk Standard Payment

voucher form. A copy of the consultant's payroll register with a cover letter indicating the individuals charged to the project for the claim period will be accepted as a substitute for the Consultant's Time Summary.

- c. Consultant's Expense Summary, FORM A&C 109 (Exhibit C) – The Consultant's Expense Summary should be used to detail expenses for travel, meals, lodging or other necessary and reasonable out-of-pocket expenditures incurred on the project. Each expense item should be documented by a receipted bill, sales slip or invoice which totals the daily expenditures shown on the form. The completed FORM A&C 109 must be signed by an authorized individual of the consultant's firm. It should then be attached to the County of Suffolk Standard Payment Voucher Form.

6. Out-of-Pocket Expenses – If these expenses are reimbursable under the consultant's agreement, the following rules and guidelines should be considered before incurring such expenses and submitting claims:

- a. Meals – Meals are reimbursable under a consultant's contract only if the purpose of the meal is valid, that is, authorized under the contract as sustenance while traveling. Effective October 1, 2009, the per diem meal allowance shall be in accordance with the current maximum reimbursement rate for food as established by the U.S. General Services Administration for the New York region. As published in IRS Publication 1542 (rev. October 2009), the 2009 per diem meal and incidental rate is

\$71.00 per diem including tax. Audit and Control should be contacted for allowable rates for future fiscal periods. (Gratuities, at a reasonable and customary rate, shall be reimbursed over and above the state limits).

The County will not honor claims for the reimbursement of "business meals" submitted by members of the consultant's firm who are not traveling out of town (overnight) in performance of the contract. Where a consultant meets the necessary criteria to be reimbursed for meals, no receipts will be necessary but a certified statement will be required.

- b. Lodging – Effective October 1, 2009, claims for lodging will be reimbursed at a rate not to exceed the current maximum reimbursement rate for lodging as established by the U.S. General Services Administration for the New York region as published in the IRS Publication 1542 (rev. October, 2009). The 2009 per diem rate for lodging is \$ 130.00 including taxes. Claims for lodging must be accompanied by paid receipts. Audit and Control should be contacted for the allowable rate for future fiscal periods.
- c. Airfare – Airfare will only be reimbursed at the economy coach rate and a receipt will be necessary. Individuals choosing to fly first class will not be reimbursed for the premium expenses incurred.
- d. Mileage – The County will reimburse mileage claims in accordance with the applicable current rate allowed by the U.S. Internal Revenue Service. As of January 1, 2009 the rate is \$.55 per mile and January 1, 2010 the

rate is \$.50 per mile. The consultant must provide origin, destination and miles traveled for each trip. Audit and Control should be contacted for the allowable rate for future fiscal periods.

- e. Taxis – Taxi fares up to \$25.00 will be reimbursed based on actual receipt or certified statement. Any taxi expenses in excess of \$25.00 per trip will require receipts. Receipts and certified statements shall include origin and destination, as well as the purpose of the trip.
 - f. Subways and Buses (local) – A certified statement will be adequate documentation for these expenses.
 - g. Tolls – Receipts or certified statement will be adequate documentation for these expenses.
 - h. Telephone Expenses – Telephone expenses up to \$25.00 per month will be reimbursed based on a receipt or certified statement. Telephone expenses totaling over \$25.00 will require copies of the telephone company bills with the appropriate calls circled.
 - i. Photocopies – In lieu of a specific contract for photocopies, the County will reimburse at a cost not to exceed \$.15 per copy, including labor. A certified statement will be adequate documentation for reimbursement.
7. Sub-Contractor Claims – When the consultant is authorized in the Consultant's Agreement to hire a sub-contractor, the Comptroller's Office should be supplied a copy of the sub-contractor's agreement. Claims will not be processed if they are

not in compliance with the contract between the Consultant and the County. The reporting requirement of the sub-contractor will be the same as that of the Consultant. Details of all expenditures claimed must be documented in the same manner. If the sub-contractor's agreement with the Consultant is a lump-sum payment agreement, detailed documentation reporting requirements are waived.

8. Certified Statements – When the consultant incurs minor travel or other out-of-pocket expenses for which receipts are not available, he shall prepare an itemized statement detailing the type and amount of expense, including the time, date, and place incurred. After summarizing expenses claimed, the consultant must add and sign the following certification terminology:

“ The above expenses are true and just and are a result of business conducted in accordance with the terms of the contract with Suffolk County, and have not be been previously paid.”

Signature of Authorized Person

EXHIBITS

EXHIBIT A

County of Suffolk, New York - Payment Voucher P.O. Box 6190, Hauppauge, NY 11788-0690		Payment Voucher # 329252	Responsible Agency	Modify #									
Date of Record (mm/dd/yy)	Accounting Period (mm/dd/yy)	Budget FY (yy)	Document Total (Include Cents)										
Vendor Code (10-1)		Amount											
Vendor Name													
Single Check Indicator (Y/N)	Schedule PAY Date (mm/dd/yy)	Other Accounting Object											
Ln (01)	Reference Description Cat. (2) Number (11) Ln (2)	Com. Ln # (3)	Invoice Number (12) Ln (1)	Qty (3)	Rate (3)	Disc. (4)	Sub. (4)	Actv. (4)	Obj. (4)	Sub. Obj. (2)	Dept. Cat. (9)	Capital Project # (8)	
Rev (4)	DS/Actv. (6)	Discipline (17)	Amount (Include Cents)				UT	IPP					
01													
02													
03													
04													
05													
Additional Comments													
DEPARTMENT CERTIFICATION: I hereby certify that the amounts above specified have been received by me in good condition without substitution. The services properly performed and that the quantities thereof have been verified with the acceptance of discrepancies noted and payment is approved.						PAYEE CERTIFICATION: I certify that the above bill is true, true and correct, that no part thereof has been paid except as stated, that the balance is actually due and owing, that taxes thereon which the County is exempt are withheld and that I have read and am familiar with the provisions of Local Law 32-1985 as detailed in the payee instruction section of this voucher.							
SIGNED		DATE		TITLE		PAYEE'S SIGNATURE		TITLE		NAME OF COMPANY			
Form PV		Original Audit & Control								Yellow Copy, Department Accounting			

EXHIBIT C
COUNTY OF SUFFOLK
CONSULTANT'S EXPENSE SUMMARY
DEPARTMENT OF AUDIT & CONTROL - FORM A&C 109

CONSULTANT'S NAME	PERIOD BEGINNING																PERIOD ENDING				AMOUNT DUE
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16					
Expenditure Items	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31						
Air, Rail or Bus Transportation																					
Auto Rental or Mileage (Attach Schedule)																					
Tolls and Parking Fees																					
Taxi or Limousine (Attach Schedule)																					
Meal/Tips																					
Lodging/Tips																					
Telephone and Telegraph																					
Materials or Supplies																					
Equipment																					
Other Supporting Services (Attach Schedule)																					
<p>All expenditures should be covered by receipted bills and/or valid explanation. Necessary purchases of materials, supplies, equipment or services should be supported by summaries showing vendor, description, unit cost and purpose.</p>																TOTAL REIMBURSABLE CONSULTANT TIME:				\$	

AUTHORIZED SIGNATURE _____

4/20/10

ADOPTED

TOWN OF RIVERHEAD

Resolution # 303

**AUTHORIZATION TO RE-PUBLISH ADVERTISEMENT FOR SNACK VENDORS
TO BE UTILIZED BY THE TOWN OF RIVERHEAD**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, the Town Board authorized the Town Clerk, by Resolution #205 adopted on March 16, 2010, to publish and post a public notice to bidders for proposals for Snack Vendors to be utilized at various Town parks in the March 25, 2010 issue of the News-Review; and

WHEREAS, a notice to bidders was advertised in the March 25, 2010 issue of the News-Review; and

WHEREAS, due to an error in the bid specifications, the bids for Snack Vendors must be re-bid;

NOW THEREFORE BE IT RESOLVED, that the Town Clerk is hereby authorized to re-publish and post the following public notice in the April 29, 2010 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 E-Cabinet 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 ABSENT Dunleavy Yes No
Walter Yes No

The Resolution Was Was Not
Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Snack Vendor Proposal Form and Instructions-2010

The Town of Riverhead, through the Recreation Department, is soliciting proposals from snack vendors for the operation of concession stands and mobile units from which to sell snacks to the public at Town parks and beaches located in the Town of Riverhead (see list below). The Town is requesting proposals from persons or entities experienced in snack vending who either hold a current license to operate a concession or mobile vending unit or person or individual who submits proof of the ability to obtain such a license.

A. Concession Stands:

1. East Creek Docking Facility located at Town Beach Road, Jamesport, NY
2. Iron Pier Beach, located at Pier Avenue, Jamesport, NY

B. Mobile Vending:

1. Stotzky Park(inclusive of Skate Park), located at Pulaski Street, Riverhead, NY
2. Reeves Beach, located at Park Road, Riverhead, NY
3. Horton Avenue Beach, located at Horton Avenue, Riverhead, NY
4. Two Bears Park, located at Old Farm Road, Riverhead, NY
5. Unity Park, located at Oakland Avenue, Riverhead, NY
6. Millbrook Park, located at Lewis Avenue, Riverhead, NY
7. Wading River Beach, located at East Creek Road, Wading River, NY
8. Police Officer's Memorial Park (aka Bayberry Park), located at Bayberry Road, Wading River, NY

All concessionaires/vendors shall equip, and operate the above-described concession or mobile vending unit entirely at applicant's expense and in conformity to the general rules and regulations governing concessions within the Town of Riverhead.

All concessionaires/vendors shall procure at its own cost and expense all necessary licenses and permits necessary for carrying out provisions of this bid/contract.

All concessionaires/vendors agree to supply the saleable items included in the bid in sufficient quantity to satisfy demands of patrons of park at all times from opening of park until closing at end of the season, and to operate all features of such concession at such hours as the park shall be open to public.

All concessionaires/vendors shall confine his/her activities to the concession and/or vending activities described above. In the event of the display or sale of any merchandise other than the food and beverages set forth herein, or the staging of any show or conducting any activity other than as described, applicant agrees that the Town of Riverhead may revoke the permit and terminate applicant's right to maintain the concession/mobile vendor rights for any or all locations awarded to the concessionaire or vendor.

All concessionaires/vendors shall within 10 days after expiration of the term of this contract remove from park all of concessionaire's personal property, goods, and effects; on the failure so to do, Town of Riverhead, by its officers and agents, may cause such removal to be made and property, goods and effects to be stored at cost and expense of concessionaire, and Town of Riverhead shall have a lien thereon for cost and expense of such removal and storage.

Finally, concessionaires/vendors shall have no authority or power to assign this bid award/contract or any interest in it, nor any power to permit any other person or party to have any interest in any part of *[premises, building, space or spaces]* covered by this concession for any purpose whatsoever without written consent of the Town of Riverhead. It is purpose of this contract to grant this concession solely to concessionaire/vendor and not to any other person or party.

Information requested in this questionnaire must be submitted with the proposal. Statements must be complete and accurate and in the form requested. Omission, inaccuracy or misstatement may be cause for rejection of a bid.

1. Name and address of concessionaire/vendor _____.

2. The concessionaire/vendor, if selected, intends to carry on the business as individual _____; partnership _____; corporation _____; other _____ *[describe]*.

If a corporation, answer the following: a. When incorporated: ____ . b. In which state: ____ *[name of state]* c. Authorized to do business in: ____ *[name of state]*.

If a partnership, answer the following: a. Name, address, and share of each partner: ____ .b. Date of organization: ____ .c. General or limited partnership: ____ *[type of partnership]*. d. Agreement recorded: County: *[name of county]*, State: *[name of state]* Date: *[date]*. e. Registered in: *[state]*.

3. What is the duration and extent of your experience in the operation of a concession or mobile vending unit: _____

4. Submit a list of persons, firms or governmental bodies with whom you have provided concession or mobile vending services within the last five years: _____

5. Submit a list of locations at which you operate or have operated a concession or mobile vending service: _____

6. References: Give names and addresses of at least one reference as to your financial ability to carry on the business, and one reference as to your technical ability to carry on the business. Reference letters from responsible persons may be submitted.

7. PROVIDE FULL DESCRIPTION OF SNACK AND DRINK ITEMS TO BE OFFERED INCLUDING PRICE RANGES FOR VARIOUS SIZE PORTIONS.

ATTACH ADDITIONAL SHEETS IF NECESSARY

ITEM	DESCRIPTION	PRICE RANGE
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

8. Identify each location and the consideration to be paid to the Town for each location.
 Note, all monies shall be due and payable by MAY 25th, 2010.

A. Concession Stands:

- 1. East Creek Docking Facility \$ _____
- 2. Iron Pier Beach \$ _____

B. Mobile Vending:

- 1. Stotzky Park \$ _____
- 2. Reeves Beach \$ _____
- 3. Horton Avenue Beach \$ _____
- 4. Two Bears Park \$ _____
- 5. Unity Park \$ _____
- 6. Millbrook Park \$ _____
- 7. Wading River Beach \$ _____
- 8. Police Officer's Memorial Beach \$ _____

Dated:

[Signature of applicant]

TOWN OF RIVERHEAD

NOTICE TO BIDDERS

Sealed bids for **2010 SNACK VENDOR SERVICES** for the Town of Riverhead for each of the following locations: Wading River Beach, Reeves Beach, and Stotzky Park will be received by the Town Clerk of the Town of Riverhead at Town Hall, 200 Howell Avenue, Riverhead, New York 11901 until **11:00 a.m. on MAY 10, 2010.**

(Individual or all locations may be bid on.)

Bid packets, including Specifications, may be obtained on the website at www.riverheadli.com or at the Town Clerk's Office at Town Hall Monday through Friday between the hours of 8:30 a.m. and 4:30 p.m.

Any and all exceptions to the Specifications must be listed on a separate sheet of paper, bearing the designation "EXCEPTIONS TO THE SPECIFICATIONS" and be attached to the bid form.

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.

All bids are to be submitted in a sealed envelope bearing the designation **BIDS FOR 2010 SNACK VENDOR SERVICES.**

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD

Diane M. Wilhelm, Town Clerk

04/20/10

ADOPTED

TOWN OF RIVERHEAD

Resolution #304

**AUTHORIZES THE SUPERVISOR
TO EXECUTE AN EASEMENT WITH SUNY STONY BROOK FOR EPCAL WALKING
TRAILS**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, the Town requires an easement over property it granted to SUNY Stony Brook where the SUNY Stony Brook Business Incubator was constructed, and

WHEREAS, SUNY Stony Brook has authorized the easement in favor of the Town of Riverhead for the construction of walking trails.

NOW, THEREFORE, BE IT

RESOLVED, that the Supervisor is authorized to execute an easement substantially in the form attached hereto; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a certified copy of this resolution to the Office of the Town Attorney, Engineering, Jean A. Sampson, Associate Counsel, State University of New York at Stony Brook, 328 Administration Building, Stony Brook, New York 11794-1212, and the Office of Accounting.

THE VOTE

Giglio Yes No Gabrielsen Yes No

Wooten ABSENT Dunleavy Yes No

Walter Yes No

The Resolution Was Was Not
Thereupon Duly Declared Adopted

THIS INDENTURE made this _____ day of _____, 2010, between THE PEOPLE OF THE STATE OF NEW YORK acting by John C. Egan, their Commissioner of General Services in the Executive Department, with offices at Mayor Erastus Corning 2nd Tower, The Governor Nelson A. Rockefeller Empire State Plaza, Albany, New York 12242, hereinafter referred to as the “Grantor,” and the Town of Riverhead, a municipal corporation of the State of New York, having its principal office at 200 Howell Street, Riverhead, New York 11901, hereinafter referred to as the “Grantee,”

WITNESSETH, that the Grantor, pursuant to Section 3, subdivision 2 of the Public Lands Law and Findings of the Commissioner dated _____, 2010 and in consideration of the sum of One Dollar (\$1.00), lawful money of the United States of America, paid by the Grantee and upon the terms and conditions hereinafter expressed, does hereby give and grant unto the Grantee and assigns of the Grantee, the right, privilege and easement to maintain, construct, and operate a public walking/hiking trail, hereinafter referred to as the “trail”, on the parcels of land hereinafter described:

A 30-foot wide easement for a public walking/hiking trail, situate in the Town of Riverhead, County of Suffolk and State of New York, being bounded and described as follows:

Beginning at a point on the southerly boundary line of New York State Route 25 at the northwest corner of lands of the People of the State of New York (Liber 12361 of Deeds, page 383); thence N. 80° 10' 09" E. along the southerly boundary line of New York State Route

25, a distance of 379.87 feet to a point; thence N. 88° 00' 13" E., continuing along the southerly boundary line of New York State Route 25, a distance of 576.61 feet to a point at the northeast corner of said lands of the People of the State of New York; thence S. 13° 18' 00" E., along the easterly boundary line of said State lands, a distance of 30.59 feet to a point; thence through the said State lands the following two courses and distances:

1. S. 88° 00' 13" W, a distance of 580.55 feet to a point; and
2. S. 80° 10' 09" W., a distance of 376.00 feet to a point

on the westerly boundary line of said State lands; thence N. 13° 18' 00" W., along the westerly boundary line of said State lands, a distance of 30.06 feet to the point or place of beginning, containing 0.66 acre of land, more or less.

This grant of easement is in perpetuity, unless sooner terminated as hereinafter provided, and is made and accepted subject to the following covenants, conditions and restrictions:

1. At the termination of the easement hereby granted, the Grantee, for itself and its successors in interest hereunder, agrees, at its own expense and at no expense to the Grantor, to remove at once the trail and appurtenances constructed or maintained hereunder from the land affected hereby and to leave said land in as nearly the same condition as possible as it was prior to the construction hereby authorized.
2. The easement hereby granted is granted only with respect to the walking trail described in Grantee's application and shown on the maps or plans accompanying the application or substantially as so described. If the trail shall not be maintained and used for a period of three years, this easement shall cease and determine, without action to such effect being taken by the Grantor, and all the rights of the Grantee and its successors hereunder shall then terminate; and, furthermore, in such event, the provisions for removal as above set forth shall apply in the same manner and with the same effect as so set forth.
3. The construction, maintenance and operation of the trail shall be the

sole responsibility of the Grantee and such construction, maintenance and operation shall be in accordance with all applicable safety rules and regulations and so as not to constitute a hazard or nuisance to persons and property, and shall be in compliance with all applicable statutes, laws and ordinances, federal, state or municipal, and with the codes, rules, regulations and orders of any governmental department, office, board, commission or other body having jurisdiction in the matter.

4. Grantee shall carry contractual liability insurance for bodily injury and property damage, with an aggregate limit and limit per occurrence of not less than \$5,000,000.00, or such limits that have been approved by the Grantor in writing, to cover the liability assumed under the indemnity provisions of this Indenture, provided; such insurance to be kept in force and effect during the continuance of this easement for the protection and indemnification of the Grantor. The Grantee shall furnish to Grantor a certified copy of the policy or policies for said insurance, together with an endorsement evidencing the fact that said policy or policies insure the contractual liability assumed by Grantee in this Indenture. Failure of the Grantee to take out or maintain, or the taking out or maintenance of said insurance, shall not relieve the Grantee from its obligation to defend and protect the Grantor, and to the extent of any failure so to do, to indemnify and hold harmless the Grantor, all as herein provided.
5. The easement herein granted shall not be assigned by the Grantee without the prior written consent of the Grantor.
6. Grantee assumes all risk and all responsibility in the construction, maintenance and operation and/or removal of the trail referred to in this Indenture, and shall be solely responsible and answerable in damages for any and all accidents and injuries to person or property (including death), and hereby covenants and agrees to indemnify and hold harmless the Grantor from any violation by Grantee, its agents, employees, or contractors, of any law, ordinance, rule or regulation affecting or relating to the construction, maintenance and operation and/or removal of said trail, and from any and all claims, suits, losses, damages or injuries to person or property (including death) of every kind and nature whether direct or indirect, arising out of the maintenance, operation and/or removal thereof, or the carelessness, negligence or improper conduct of the Grantee or any contractor,

servant, agent or employee thereof and to pay for and on behalf of the Grantor any and all charges, fees, expenses, costs or judgments arising therefrom. The Grantee agrees, upon being requested so to do, to assume the defense and to defend, at its own cost and expense, any action brought at any time against the Grantor in connection with any such claim, suits, losses or liens as aforesaid.

The word "Grantee" shall be construed as if read "Grantees" whenever the sense of this Indenture so requires. The use of the neuter pronoun in any reference to "Grantee" shall be construed to include any individual "Grantee," and the word "successors" shall be construed as if read "heirs" whenever the sense of this Indenture so requires.

All the covenants, terms and conditions in this Indenture shall inure to the benefit of and be binding upon the executors, administrators, successors and assigns of the respective parties hereto, the same as if they were in every case named and expressed.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be signed by its duly authorized representative on the day and year first above written.

THE PEOPLE OF THE STATE OF NEW YORK

Dated: _____

By

John C. Egan
Commissioner of General Services

4/20/10

ADOPTED

TOWN OF RIVERHEAD

Resolution #305

AWARDS BID FOR DIESEL FUEL

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Gabrielsen

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

WHEREAS, bids were received and opened at 11:00 am on April 9, 2010, at Town Hall, 200 Howell Avenue, Riverhead, New York, the date, time and place given in the Notice to Bidders.

NOW THEREFORE BE IT RESOLVED, that the bid for DIESEL FUEL for the Town of Riverhead be and hereby is, awarded to QUOGUE SINCLAIR FUEL, INC. FOR PLUS .08 CENTS MARGIN OVER POSTING.

BE IT FURTHER, RESOLVED, that the Town Clerk be and is hereby is authorized to forward a copy of this resolution to the QUOGUE SINCLAIR, INC. and the Purchasing Department.

THE VOTE

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

The Resolution Was Was Not
Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 306

AUTHORIZES THE SUPERVISOR TO EXECUTE A GRANT
EXTENSION AGREEMENT

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, grant funding is available from the New York State Office of Parks, Recreation and Historic Preservation (“**NYS Parks**”) to provide funds to the Town of Riverhead for the installation of ball fields at Calverton Enterprise Park; and

WHEREAS, the Town of Riverhead Community Development Department (“**CDD**”) has applied for and received an award of NYS Parks grant funds in the amount of \$350,000 for the said installation; and

WHEREAS, the Town board authorized the Supervisor to sign the grant agreement for such funds and now said contract requires extension (see attached extension to contract); and

NOW, THEREFORE, BE IT RESOLVED, that the Riverhead Town Board hereby authorizes the Town Supervisor to execute the grant documents with NYS Parks subject to review and approval by the Town Attorney; and

BE IT FURTHER RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the E-Cabinet 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 ABSENT Dunleavy Yes No
Walter Yes No

The Resolution Was Was Not
Thereupon Duly Declared Adopted

APPENDIX X-MODIFICATION AGREEMENT FORM

Period From: September 20, 2002 to December 31, 2007
To: September 20, 2002 to December 31, 2010

Agency Code: 49070
Project #: EPF-540111-L3
Contract #: C540111

Funding Amount for Period: \$350,000.00

This is an AGREEMENT between THE STATE OF NEW YORK, acting by and through the Office of Parks, Recreation and Historic Preservation, having its principal office at Agency Building One, Empire State Plaza, Albany, New York 12238 (hereinafter referred to as the STATE), and the Town of Riverhead, having its principal office at Community Development Agency, 200 Howell Avenue, Riverhead, New York 11901 (hereinafter referred to as the CONTRACTOR), for modification of Contract Number C540111, as amended in this Appendix.

All other provisions of said AGREEMENT shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the dates appearing under their signatures.

CONTRACTOR:

STATE AGENCY:

Town of Riverhead

New York State Office of Parks, Recreation and Historic Preservation

By:

By:

Printed Name: SEAN M. WALTER

Date:

Printed Title: RIVERHEAD TOWN SUPERVISOR

State Agency Certification:

"In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract."

Date:

STATE OF NEW YORK)
) SS.:
COUNTY of)

On the _____ day of _____ in the year _____, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(Notary Public, State of New York)

ATTORNEY GENERAL:

Approved:

Thomas P. DiNapoli
State Comptroller

By _____

Date _____

TOWN OF RIVERHEAD

Resolution # 307**AWARDS BID – INTERIM TREATMENT AT WELL NO. 16 -
RIVERHEAD WATER DISTRICT**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, this Town Board did authorize the advertisement for bids for project known as Interim Treatment at Well No. 16 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 15, 2010 did recommend that the bid be awarded to Bensin Contracting, Inc. at the total bid price of \$338,125.00.

NOW, THEREFORE, BE IT RESOLVED, that the bid for project known as Interim Treatment at Well No. 16 of the Riverhead Water District, be and is hereby awarded to:

Bensin Contracting, Inc.
Holtsville, New York
In the bid amount of \$338,125.00

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 Bensin Contracting, 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 E-Cabinet 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 ABSENT Dunleavy Yes No
Walter Yes No

The Resolution Was Was Not
Thereupon Duly Declared Adopted

4/20/10

ADOPTED

TOWN OF RIVERHEAD

Resolution # 308

APPROVES TEMPORARY CHANGE OF STATUS FOR PART-TIME LEGISLATIVE SECRETARY, DAVID CULLEN

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, the expertise of Legislative Secretary, David Cullen, is needed to address emergency situations that exist within the Town; and

WHEREAS, the prompt resolution of said emergencies require Mr. Cullen to temporarily work a full-time schedule.

NOW, THEREFORE, BE IT RESOLVED, that this Town Board hereby makes a temporary change to the employment status of Legislative Secretary, David Cullen, approving him to work a full-time schedule effective April 21, 2010 at no change to his current hourly rate of pay.

RESOLVED, that this change of status continues until all emergency issues are resolved pending further Town Board review.

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

THE VOTE

Giglio ABSTAINED	Gabrielsen <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Wooten ABSENT	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 # 309

**APPROVES CHAPTER 90 APPLICATION OF EAST END ARTS & HUMANITIES
COUNCIL, INC.
(Downtown Dance Party)**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, on April 12, 2010, the East End Arts & Humanities Council Inc. (“EEAC”) submitted a Chapter 90 Application for the purpose of conducting a “Downtown Dance Party” having live music in coordination with “opening night” of storefront gallery exhibits (artwork in storefront windows) to be held at 121 East Main Street, Riverhead, New York, on Saturday, May 22, 2010, between the hours of 8:00 p.m. and 11:00 p.m.; and

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

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

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

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

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

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

RESOLVED, that the application of EEAC for the purpose of conducting a "Downtown Dance Party" having live music, in coordination with "opening night" of storefront gallery exhibits (artwork in storefront windows) to be held at their location at 121 East Main Street, Riverhead, New York, on Saturday, May 22, 2010, between the hours of 8:00 p.m. and 11:00 p.m., is hereby approved; and be it further

RESOLVED, that this approval is subject to the provisions of Riverhead Town Code Chapter 81 - "Noise Control", Chapter 108-56 - "Signs" and any other section of the Riverhead Town Code that may pertain to this event; and be it further

RESOLVED, that the Town Board of the Town of Riverhead hereby waives the Chapter 90 Application fee; and be it further

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

RESOLVED, that the Town Clerk is hereby authorized to forward a certified copy of this resolution to the East End Arts & Humanities Council, Inc., 133 East Main Street, Riverhead, New York, 11901;

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the E-Cabinet 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 ABSENT Dunleavy Yes No
Walter Yes No

The Resolution Was Was Not
Thereupon Duly Declared Adopted

4/20/10

ADOPTED

Town of Riverhead

Resolution #310

Authorizes the Filing of an Application for New York State Assistance from the Household Hazardous Waste (HHW) State Assistance Program and Signing of the Associated State Contract, Under the Appropriate Laws of New York State

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, the State of New York provides financial aid for hazardous waste programs; and

WHEREAS, the Town of Riverhead herein called the MUNICIPALITY, has examined and duly considered the applicable laws of the State of New York and the MUNICIPALITY deems it to be in the public interest and benefit to file an application under these laws; and

WHEREAS, it is necessary that a Contract by and between THE PEOPLE OF THE STATE OF NEW YORK, herein called the STATE, and the MUNICIPALITY be executed for such STATE Aid;

THEREFORE, BE IT RESOLVED, by the Riverhead Town Board:

1. That the filing of an application in the form required by the State of New York in conformity with the applicable laws of the State of New York including all understanding and assurances contained in said application is hereby authorized;
2. That the Supervisor, or his designee is directed and authorized as the official representative of the MUNICIPALITY to act in connection with the application and to provide such additional information as may be required and to sign the resulting contract if said application is approved by the STATE;
3. That the MUNICIPALITY agrees that it will fund the entire cost of said household hazardous waste program and will be reimbursed by the STATE for the STATE share of such costs;
4. That five (5) Certified Copies of this Resolution be prepared and sent to the NYSDEC together with a complete application; and

5. That this resolution shall take effect immediately.

THEREFORE, BE IT FURTHER RESOLVED, that the Town Clerk shall provide a copy of this resolution to the Community Development Department and Sanitation Superintendent John Reeve.

THE VOTE

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

The Resolution Was Was Not
Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 3112010 LAW DEPARTMENT SERVERBUDGET ADJUSTMENT

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Gabrielsen

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

		<u>FROM</u>	<u>TO</u>
001.014200.543301	Litigation and Appraisals	10,000	
001.014200.543900	Miscellaneous Consultants		10,000

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the E-Cabinet 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 ABSENT Dunleavy Yes No
 Walter Yes No

The Resolution Was Was Not
 Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 312

APPROVES TEMPORARY SIGN PERMIT OF MATTITUCK LIONS CLUB

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, a temporary sign permit application and sketch were submitted by Joseph Doorhy for Mattituck Lions Club Strawberry Festival for property located at 1880 Old Country Road, Riverhead, New York, also known as SCTM# 119.00-01-001.02, and property located at Sound Avenue, Jamesport, also known as SCTM# 009.00-03-003.00; and

WHEREAS, pursuant to Section 108-56 of the Code of the Town of Riverhead, the application does not require the recommendation of the Architectural Review Board; and

WHEREAS, sketch has been approved by three (3) Town Board Members;

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby approves the temporary sign permit application for Mattituck Lions Club submitted by Joseph Doorhy;

RESOLVED, that said temporary sign permit shall commence on June 12, 2010 and expire on June 21, 2010 and the applicant shall remove the affected sign, in its' entirety, on or before said date; and be it further

RESOLVED, the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to Joseph Doorhy, 1125 Ole Jule Lane, Mattituck, New York 11952, Code Enforcement Department and Building Department.

THE VOTE

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

The Resolution Was Was Not
Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 313

AWARDS BID ON ARCHED STEEL BUILDING

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, the Town Clerk was authorized to advertise for sealed bids on an Arched Steel Building for the use of the Riverhead Highway Department, and

WHEREAS, all bids were received and read aloud on the 16th of April at 11:00 A.M. at the Town Hall, 200 Howell Avenue, Riverhead, New York the date, time and place given in the Notice to Bidders, and

WHEREAS, two bids were received,

NOW THEREFORE BE IT RESOLVED, that the bid for an Arched Steel Building be and is hereby awarded to Steel Arch Factory, Inc., 807 Chartiers Ave., Suite 417, McKeesrocks, PA 151536, for the amount of \$17,490.00, and

BE IT FURTHER RESOLVED that all Town Hall Departments may review and obtain a copy of this resolution from the E-Cabinet 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 ABSENT Dunleavy Yes No
Walter Yes No

The Resolution Was Was Not
Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 314

AUTHORIZES THE SUPERVISOR TO EXECUTE GRANT EXTENSION

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, grant funding is available from Suffolk County under the County Executive Downtown Beautification Grant Program to encourage long-term improvements in downtown business districts; and

WHEREAS, The Community Development Department applied for and received an award of \$50,000 for installation of a pedestrian crossing across Peconic Avenue (see attached extension to contract); and

NOW, THEREFORE, BE IT RESOLVED, that the Riverhead Town Board hereby authorizes the Town Supervisor to execute the grant documents with Suffolk County subject to review and approval by the Town Attorney; and

BE IT FURTHER RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the E-Cabinet 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 ABSENT Dunleavy Yes No
Walter Yes No

The Resolution Was Was Not
Thereupon Duly Declared Adopted

Second Amendment of Agreement

This is the Second Amendment of an Agreement, last dated July 27, 2006, (Agreement) between the County of Suffolk (County), a municipal corporation of the State of New York, having its principal office at the County Center, Riverhead, New York 11901, acting through its duly constituted Department of Economic Development & Workforce Housing (Department) located at H. Lee Dennison Building, 100 Veterans Memorial Highway, P.O. Box 6100, Hauppauge, New York 11788-0099, and the Town of Riverhead (Contractor), a New York municipal corporation having its principal place of business at 200 Howell Avenue, Riverhead, New York 11901.

The parties hereto desire to modify the agreement by revising the County's option to extend the Agreement and by extending the term of agreement.

Term of Agreement: Shall be July 27, 2006 through July 26, 2010

Total Cost of Agreement: Shall not exceed \$50,000

Terms and Conditions: Shall be as set forth in Exhibit A-1 and other exhibits collectively referred to as the "Suffolk County Legislative Requirements Exhibit for Contracts" attached hereto and made a part of the Agreement.

In Witness Whereof, the parties hereto have executed this First Amendment of Agreement as of the latest date written below.

Town of Riverhead

County of Suffolk

By: _____
Sean Walter
Supervisor
Fed. Taxpayer ID #:11-6001935

By: _____
Name: _____
Deputy County Executive

Date: _____

Date: _____

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

**Approved:
Economic Development & Workforce Housing**

By: _____
Lisa Broughton
Bio/High Tech Development Specialist

(Signature) Date _____

Date: _____

Approved as to Legality:

**Christine Malafi
Suffolk County Attorney**

By: _____



Date: _____

Exhibit A-1

Whereas, the County and Contractor having entered into an Agreement (Law No. ED003M/0040-09N) last dated July 27, 2006, for a term from July 27, 2006 through July 26, 2008 for downtown beautification; and

Whereas, the County and Contractor having entered into a First Amendment of Agreement to extend the term of the Agreement to July 26, 2009; and

Whereas, the Town of Riverhead requests an additional 12 month extension to complete the intended beautification projects and

Whereas, the parties hereto now desire to modify the Agreement to revise the County's option to extend the term and to extend the term of the agreement from July 27, 2006 to July 26, 2010;

Now, Therefore, in consideration of the covenants, promises and consent herein contained, the parties hereto agree as follows:

1. Term of Agreement

The term of Agreement is amended to July 27, 2006 through July 26, 2010 as set forth on page 1 of this Second Amendment of Agreement.

2. Suffolk County Legislative Requirements

The Contractor shall comply with the provisions included in the Suffolk County Legislative Requirements Exhibit, attached hereto and made a part hereof.

3. Gratuities:

The Consultant represents and warrants that it has not offered or given any gratuity to any official, employee or agent of Suffolk County or New York 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, and that he has read and is familiar with the provisions of Local Law No. 32-1980 of Suffolk County (Chapter 386 of the Suffolk County Code).

4. Full Force and Effect:

Except as herein amended, all other representations, terms and conditions of said Agreement, including any and all amendments or budget modifications executed prior to the date hereof, are hereby ratified and confirmed to be in full force and effect.

4/20/10

ADOPTED

TOWN OF RIVERHEAD

Resolution # 315

**APPROVES CHAPTER 90 APPLICATION OF PECONIC BAY MEDICAL CENTER
(15TH Annual East End Garden Festival)**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, on March 23, 2010, Peconic Bay Medical Center submitted a Chapter 90 Application for the purpose of conducting a Garden Festival and Plant Sale to be held in the Staples Shopping Center parking lot located at 1099 Route 58, Riverhead, New York, on Thursday, May 6th, 2010 through Sunday, May 9th, 2010 between the hours of 9:00 a.m. and 6:00 p.m.; and

WHEREAS, Peconic Bay Medical Center has requested the applicable Chapter 90 Application fee be waived due to its not-for-profit status; and

WHEREAS, Peconic Bay Medical Center 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 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 Chapter 90 Application of Peconic Bay Medical Center for the purpose of conducting a Garden Festival and Plant Sale to be held in the Staples Shopping Center parking lot located at 1099 Route 58, Riverhead, New York, on May 6th, 2010 through May 9th, 2010 between the hours of 9:00 a.m. and 6:00 p.m. is hereby approved; and be it further

RESOLVED, that due to their federally exempt status, the applicable Chapter 90 Application fee is hereby waived; and be it further

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

RESOLVED, that this approval is subject to the provisions of Riverhead Town Code Chapter 81 - "Noise Control", Chapter 108-56 - "Signs" and any other section of the Riverhead Town Code that may pertain to this event; and be further

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

RESOLVED, that the tent installation shall be ready for inspection no later than 1:00 p.m. on Wednesday, May 5th, 2010; and be it further

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to the Peconic Bay Medical Center, Attn: Maureen Brady, 1300 Roanoke Avenue, Riverhead, New York, 11901; and be it further

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the E-Cabinet 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 ABSENT Dunleavy Yes No
Walter Yes No

The Resolution Was Was Not
Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 316**ORDER CALLING PUBLIC HEARING –
LATERAL EXTENSION WITHIN RIVERHEAD SEWER DISTRICT –
BEST WESTERN HOTEL COMPLEX**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, a petition has been filed to allow the connection of the Best Western Hotel Complex to the Riverhead Sewer District's Commercial Sewer District Extension, and

WHEREAS, a map and plan prepared in August 2005, amended on July 11, 2007 and revised by letter dated January 19, 2010 detailing the proposed extension has been prepared by H2M, consulting engineers to the Riverhead Sewer District, which recommends the Best Western Hotel Complex sewer connection can be made in conjunction with the connection of a portion of the Tanger Mall properties by utilizing a gravity sewer system installed within an easement of the Tanger property. The proposed gravity sewer connection will include the installation and restoration for approximately 600 feet of 8 inch diameter sewer with 5 manholes, sanitary connections to the Tanger buildings and abandonment of the existing Tanger on-site septic systems, and

WHEREAS, a maximum amount to be expended for the extension is \$598,000, to be borne by the applicant and no public monies shall be expended for this lateral extension, and

WHEREAS, in addition to the cost for the sewer connection, a No Net Nitrogen Charge will also be assessed to the applicant for the sewer connection based on the average daily design flow for the Best Western Hotel Complex of 40,900 gallons per day at \$10.50/gallon and average daily design flow of portion of the Tanger Mall properties of 3,057 gallons per day at \$10.50/gallon for a total No Net Nitrogen charge of \$461,548, and

WHEREAS, it is necessary for the Town Board to hold a public hearing to hear all persons wishing to be heard with regard to the proposed lateral extension within the Riverhead Sewer District.

NOW, THEREFORE, BE IT, RESOLVED, that the Town Board will hold a public hearing on the 18th day of May, 2010, at 7:05 p.m. at the Town of Riverhead Senior Center, Shade Tree Lane, Aquebogue, New York, to hear all interested persons with regard to the lateral extension within the Riverhead Sewer District of the Best Western Hotel Complex, and

BE IT FURTHER RESOLVED, that the Town Clerk be and is hereby authorized to publish and post a copy of this resolution in full in the April 29, 2010, edition 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 E-Cabinet and, if needed, a certified copy of same may be obtained from the Office of the Town Clerk.

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

Dated: April 20, 2010
Riverhead, NY

THE VOTE

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

The Resolution Was Was Not
Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 317

AWARDS BID FOR CORROSION CONTROL CHEMICAL FOR USE BY THE RIVERHEAD WATER DISTRICT

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, the Town Clerk was authorized to publish and post a notice to bidders for Corrosion Control Chemical; and

WHEREAS, three (3) bids were received, opened and read aloud on the 23rd day of March, 2010, 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 Corrosion Control Chemical be and is hereby awarded to Carus Phosphates, Inc., at the cost attached hereto and on file in the Town Clerk's Office; and be it further

RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to Carus Phosphates, Inc., 181 Woodlawn Avenue, Belmont, NC, 28012;

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the E-Cabinet 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 ABSENT Dunleavy Yes No
Walter Yes No

The Resolution Was Was Not
Thereupon Duly Declared Adopted

**BID FORM FOR CHEMICALS
CORROSION CONTROL CHEMICAL (PO4)
BID #10-19-RWD**

PLEASE READ CAREFULLY

- | | | |
|----|--|-------------------------------|
| 1. | 0 - 1000 gals. of product | |
| | (a) One (1) drop | \$ <u>5.47</u> Price per gal. |
| | (b) Two (2) or more drops
(maximum of four [4] drops) | \$ <u>5.47</u> Price per gal. |
| 2. | 1001 - 2000 gals. of product | |
| | (a) One (1) drop | \$ <u>5.47</u> Price per gal. |
| | (b) Two (2) or more drops
(maximum of four [4] drops) | \$ <u>5.47</u> Price per gal. |
| 3. | 0 - 1000 gals. of product point to point | |
| | (a) One (1) drop | \$ <u>5.47</u> Price per gal. |
| | (b) Two (2) or more drops
(maximum of four [4] drops) | \$ <u>5.47</u> Price per gal. |
| 4. | 1001 - 2000 gals. of product point to point | |
| | (a) One (1) drop | \$ <u>5.47</u> Price per gal. |
| | (b) Two (2) or more drops
(maximum of four [4] drops) | \$ <u>5.47</u> Price per gal. |

TOWN OF RIVERHEAD

Resolution # 318

APPROVES THE TRANSFER OF A PUBLIC SAFETY DISPATCHER I TO THE POLICE DEPARTMENT

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, Tanya Newman was previously employed by the Riverhead Town Police Department as a Public Safety Dispatcher I; and

WHEREAS, an agreement has been made between the Town of Southold and the Town of Riverhead, and has been consented to by Ms. Newman, to allow Ms. Newman to transfer back to her position of Public Safety Dispatcher I in the Town of Riverhead.

NOW, THEREFORE, BE IT RESOLVED, effective for April 24, 2010, this Town Board hereby approves the transfer of Tanya Newman to her former position of Public Safety Dispatcher I as found in Group 1, Step 10A of the Public Safety Dispatchers Salary Schedule; and

BE IT FURTHER RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the E-Cabinet 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 ABSENT Dunleavy Yes No
Walter Yes No

The Resolution Was Was Not
Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 319

EXTENDS BID CONTRACT FOR QUICK LUBE MAINTENANCE FOR THE RIVERHEAD WATER DISTRICT

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, the Riverhead Water District has requested that the contract with North Shore Generator Systems, Inc., originally awarded under Resolution #090770, adopted August 4, 2009, for quick lube maintenance of its diesel generators be extended; and

WHEREAS, the above-named vendor has agreed to extend the contract through June 18, 2011, per the attached Bid Extension Notice, at the original bid amount as attached hereto; and

WHEREAS, this shall be the first extension of this contract; and

WHEREAS, the Town Board has reviewed said request.

NOW, THEREFORE, BE IT RESOLVED, that the bid contract for with North Shore Generator Systems, Inc., for quick lube maintenance of its diesel generators for the Riverhead Water District be and is hereby extended through June 18, 2011; and be it further

RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to North Shore Generator Systems, Inc., 1860 Pond Road, Suite 5, Ronkonkoma, New York, 11779.

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the E-Cabinet 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 ABSENT Dunleavy Yes No
Walter Yes No

The Resolution Was Was Not
Thereupon Duly Declared Adopted



RWD Riverhead Water District

Gary J. Pendzick, Superintendent

1035 Pulaski Street, Riverhead, New York 11901

Phone: 631-727-3205 FAX: 631-369-4608

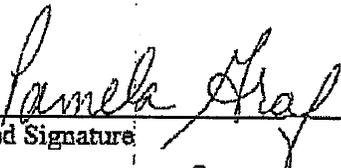
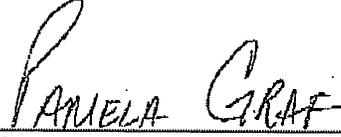
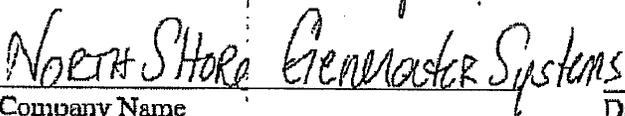
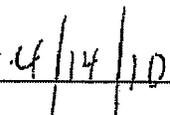
Bid Extension Notice

To: Pam Graf, North Shore Generator Systems, Inc.
From: Riverhead Water District
Date: 4/13/10
Subject: Extension of Bid Services

This letter is to inform you that our current bid contract with you for Quick Lube Maintenance of our diesels, which was awarded to you under Resolution #090770, will expire on June 18, 2010.

The Town of Riverhead would like to extend this contract for a period of one year until June 18, 2011. This will be the first extension under the terms of the bid contract.

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

 _____ Authorized Signature	 _____ Print Name
 _____ Company Name	 _____ Date

4/20/10

ADOPTED

TOWN OF RIVERHEAD

Resolution #320

**AUTHORIZES THE TOWN CLERK TO PUBLISH AND POST
A HELP WANTED AD FOR PUMP OUT BOAT PERSONNEL**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Gabrielsen

BE IT RESOLVED, that the Town Clerk be and is hereby directed to publish the attached Help Wanted Ad in the April 29, 2010 issue of The News Review.

THE VOTE

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

The Resolution Was Was Not
Thereupon Duly Declared Adopted

HELP WANTED

PLEASE TAKE NOTICE that the Town of Riverhead is seeking qualified individuals to serve in the position of Pump Out Boat Personnel from May – September, 2010. Must possess a valid boating safety certificate and have one year of experience operating an outboard motorboat. Applications are to be submitted to the Personnel Department, 1295 Pulaski Street, Riverhead, NY. No applications will be accepted after 4:00pm on May 7, 2010. EOE.

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

4/20/10

ADOPTED

TOWN OF RIVERHEAD

Resolution # 321

RESOLUTION SUPPORTING NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL PROTECTION EFFORTS TO REMEDIATE PUBLIC AND PRIVATE LANDS ALONG HORTON AVENUE IN PROXIMITY TO MIDDLE ROAD ROUNDABOUT, RIVERHEAD, NY

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, due to a recent northeast storm which carried with it extremely high winds and torrential rains, numerous properties and homes along Horton Avenue and in close proximity to the Middle Road Roundabout became flooded and uninhabitable due to the flooding; and

WHEREAS, the torrential rains resulted in flooding which caused private residential oil tanks to become submerged and leak fuel oil which may cause or significantly contribute to a substantial present or potential hazard to human health, safety, property and the environment; and

WHEREAS, the New York State Department of Environmental Conservation Spills Unit (hereinafter "DEC"), Town of Riverhead Highway and Engineering Departments have inspected the properties in close proximity to the Middle Road Roundabout and determined that remediation, recovery and cleanup of the fuel oil pollution or contamination hazards are required to protect the health, safety, and welfare of the citizens of the Town of Riverhead and the environment; and

WHEREAS, the DEC has expressed its desire to undertake steps necessary to remediate, recover and cleanup of the visible and odorous fuel oil pollution and contamination hazards, including excavation at a depth of 4"-6" and removal of the contaminated material; and

WHEREAS, the DEC has requested that the Town assist the DEC in the remediation efforts and lend highway equipment and staff to operate the equipment to accomplish the excavation portion of the remediation and clean-up efforts and the Highway Superintendent has expressed his desire and willingness to provide the requested assistance; and

WHEREAS, the DEC shall be responsible for the direction and supervision of the project, including permission, waivers and releases to enter, disturb, and remove material from all property owners and DEC shall be responsible for the disposal of all material removed from each property; and

WHEREAS, the health, safety and welfare of the inhabitants of the Town of Riverhead is a paramount concern; and

NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Riverhead be and does hereby support the efforts of the DEC to remediate, recover and cleanup the fuel oil pollution and contamination hazards required to protect the health, safety, and welfare of the citizens of the Town of Riverhead and the environment; and

BE IT FURTHER RESOLVED that the Town Board of the Town of Riverhead deems the conditions in the area of Horton Avenue and Middle Road Roundabout to require emergency assistance such that it is appropriate that designated Town personnel assist in the DEC's remediation efforts as described above; and

BE IT FURTHER RESOLVED that the Town Board of the Town of Riverhead authorizes the Supervisor to execute an intermunicipal agreement outlining the limited tasks to be undertaken by the Town in order to protect its citizens and the environment 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 E-Cabinet 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 ABSENT Dunleavy Yes No
Walter Yes No

The Resolution Was Was Not
Thereupon Duly Declared Adopted

04/20/10

ADOPTED

TOWN OF RIVERHEAD

RESOLUTION #322

**APPOINTING THE FIRM OF SMITH, FINKELSTEIN, LUNDBERG,
ISLER & YAKABOSKI, LLP.
SPECIAL COUNSEL WITH RESPECT TO COMPLAINTS BROUGHT BY HENRY
SILVERMAN WITH THE U.S. DEPARTMENT OF HOUSING AND URBAN
DEVELOPMENT.**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, Henry Silverman has filed complaints against the Town of Riverhead, et al. with the U.S. Department of Housing and Urban Development; and

WHEREAS, the Town Attorney's office has recommended that the matter be defended by outside counsel;

NOW, THEREFORE, BE IT HEREBY RESOLVED, that Smith, Finkelstein, Lundberg, Isler & Yakaboski, LLP., be retained as special counsel in the aforementioned matter and same are authorized to commence litigation and retain the services of experts, as needed; and

BE IT FURTHER RESOLVED, that the Riverhead Town Board hereby approves the attached Retainer Agreement from Smith, Finkelstein, Lundberg, Isler & Yakaboski, LLP.; and

BE IT FURTHER RESOLVED, that the Riverhead Town Board hereby authorizes the Supervisor to execute the attached Retainer Agreement; and

BE IT FURTHER RESOLVED, that the Town Clerk is hereby directed to forward a certified copy of this resolution to Smith, Finkelstein, Lundberg, Isler & Yakaboski, LLP., 456 Griffing Avenue, Riverhead, New York 11901, the office of the Town Attorney, and the office of Accounting.

THE VOTE

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

The Resolution Was Was Not
Thereupon Duly Declared Adopted

RETAINER AGREEMENT

AGREEMENT made this ____ day of April 2010, by and between the Town of Riverhead, 200 Howell Avenue, Riverhead, New York (hereinafter the Town), and Smith, Finkelstein, Lundberg, Isler and Yakaboski, LLP, 456 Griffing Avenue, Riverhead, New York 11901 (hereinafter the Firm), pursuant to Resolution # _____ of the Town Board adopted on _____ as follows:

1. The Town retains the Firm to provide the legal services described in said resolution.
2. The Town agrees to pay the Firm at an hourly rate of \$175 an hour for attorneys and \$85 an hour for paralegals.
3. The Town shall reimburse the Firm for actual disbursements.

TOWN OF RIVERHEAD

By: _____
Sean Walter
Town Supervisor

Smith, Finkelstein, Lundberg,
Isler and Yakaboski, LLP

By: _____
Phil Siegel

04/20/10

ADOPTED

TOWN OF RIVERHEAD

Resolution # 323

AUTHORIZES ATTENDANCE OF FOUR POLICE DEPARTMENT EMPLOYEES TO MARINE ACCIDENT INVESTIGATION LEVEL I TRAINING

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, Police Chief Hegermiller has requested authorization from the Riverhead Town Board for the attendance of four police department employees to attend the Marine Accident Investigation Level I Training in East Syracuse, New York, and,

WHEREAS, the seminar will be held in East Syracuse, New York from May 17 – May 21, 2010.

NOW THEREFORE BE IT RESOLVED, that the Town Board hereby authorizes the attendance of four police department employees to attend the Marine Accident Investigation Level I Training.

BE IT FURTHER RESOLVED, that the Town Board hereby authorizes reimbursement of expenses incurred, not to exceed \$250.00 upon submission of proper receipts; and

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the E-Cabinet 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 ABSENT Dunleavy Yes No
Walter Yes No

The Resolution Was Was Not
Thereupon Duly Declared Adopted

04/20/10

ADOPTED

TOWN OF RIVERHEAD

**RESOLUTION #324
PAYS BILLS**

Councilwoman Giglio offered the following resolution,
which was seconded by Councilman Dunleavy

RESOLUTION # _____ ABSTRACT #10-16 April 15, 2010 (TBM 04/20/10)				
offered the following Resolution which was seconded by _____				
FUND NAME				
			04/15/10 CHECKRUN	GRAND TOTALS
GENERAL FUND	1		650,347.68	650,347.68
POLICE ATHLETIC LEAGUE	4		524.98	524.98
RECREATION PROGRAM FUND	6		125.00	125.00
CHILD CARE CENTER BUILDING FUN	9		49.81	49.81
ECONOMIC DEVELOPMENT ZONE FUND	30		974.50	974.50
HIGHWAY FUND	111		45,835.64	45,835.64
WATER DISTRICT	112		168,360.34	168,360.34
RIVERHEAD SEWER DISTRICT	114		25,258.13	25,258.13
REFUSE & GARBAGE COLLECTION DI	115		360,776.62	360,776.62
STREET LIGHTING DISTRICT	116		37,538.53	37,538.53
PUBLIC PARKING DISTRICT	117		1,062.66	1,062.66
BUSINESS IMPROVEMENT DISTRICT	118		117.73	117.73
AMBULANCE DISTRICT	120		1,460.85	1,460.85
CALVERTON SEWER DISTRICT	124		5,256.35	5,256.35
RIVERHEAD SCAVANGER WASTE DIST	128		13,295.71	13,295.71
RIVERHEAD SEWER DENITRIFICATIO	130		100,000.00	100,000.00
WORKERS' COMPENSATION FUND	173		2,666.56	2,666.56
TOWN HALL CAPITAL PROJECTS	406		41,759.08	41,759.08
TRUST & AGENCY	735		482,317.89	482,317.89
CALVERTON PARK - C.D.A.	914		24.91	24.91
TOTAL ALL FUNDS			1,937,752.97	1,937,752.97

THE VOTE

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

The Resolution Was Was Not
Thereupon Duly Declared Adopted

04/20/10

ADOPTED

TOWN OF RIVERHEAD

**RESOLUTION #324
PAYS BILLS**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

RESOLUTION # _____ ABSTRACT #10-15 April 8, 2010 (TBM 04/20/10)				
_____ offered the following Resolution which was seconded by _____				
FUND NAME			04/08/10 CHECKRUN	GRAND TOTALS
GENERAL FUND	1		6,399,839.35	6,399,839.35
POLICE ATHLETIC LEAGUE	4		150.00	150.00
RECREATION PROGRAM FUND	6		3,160.06	3,160.06
CHILD CARE CENTER BUILDING FUN	9		1,350.00	1,350.00
YOUTH COURT SCHOLARSHIP FUND	25		1,250.00	1,250.00
ECONOMIC DEVELOPMENT ZONE FUND	30		3,357.60	3,357.60
HIGHWAY FUND	111		1,900,896.59	1,900,896.59
WATER DISTRICT	112		49,820.31	49,820.31
RIVERHEAD SEWER DISTRICT	114		432,690.46	432,690.46
REFUSE & GARBAGE COLLECTION DI	115		597,301.65	597,301.65
STREET LIGHTING DISTRICT	116		142,342.65	142,342.65
PUBLIC PARKING DISTRICT	117		79,600.00	79,600.00
BUSINESS IMPROVEMENT DISTRICT	118		16,600.00	16,600.00
AMBULANCE DISTRICT	120		206,814.88	206,814.88
EAST CREEK DOCKING FACILITY FU	122		12,000.00	12,000.00
CALVERTON SEWER DISTRICT	124		25,241.46	25,241.46
RIVERHEAD SCAVANGER WASTE DIST	128		139,674.44	139,674.44
WORKERS' COMPENSATION FUND	173		2,869.30	2,869.30
RISK RETENTION FUND	175		130.05	130.05
CDBG CONSORTIUM ACOUNT	181		10,698.13	10,698.13
TOWN HALL CAPITAL PROJECTS	406		1,215.00	1,215.00
RIVERHEAD SEWER CAPITAL PROJEC	414		14,593.38	14,593.38
TRUST & AGENCY	735		1,210,323.96	1,210,323.96
CALVERTON PARK - C.D.A.	914		100.00	100.00
TOTAL ALL FUNDS			11,252,019.27	11,252,019.27

THE VOTE

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

The Resolution Was Was Not
Thereupon Duly Declared Adopted

4/21/2010

TOWN OF RIVERHEAD

ADOPTED

Resolution # 325

**AUTHORIZES A PROFESSIONAL
SERVICES AGREEMENT WITH BLACK BOX
FOR FIBER OPTIC WORK AT 755 EAST MAIN STREET**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, on Friday, April 16, 2010, the Riverhead Town Building Department suffered a fire which has necessitated the relocation of employees of the Building Department to 755 East Main Street, Riverhead; and

WHEREAS, it is necessary to tap into the Town owned fiber optics going to the Senior Center, previously installed by Black Box, and bring it to 755 East Main Street to accommodate the Building Department employees; and

WHEREAS, the Town of Riverhead has a Maintenance Service Agreement with Black Box Network Services which restricts use, modification, arrangement of the Town's current software system by other than Town employees and/or Black Box authorized representatives; and

WHEREAS, Black Box Network Services installed the fiber optic equipment at the Senior Center and is the only authorized company to provide maintenance for this equipment and/or integrate any new system/location into the existing fiber optic system; and

WHEREAS, the Maintenance Service Agreement with Black Box Network Services provides that guarantees shall only extend to software designed and installed by Black Box Network Services; and

NOW, THEREFORE, BE IT FURTHER RESOLVED the Town Board of the Town of Riverhead hereby authorizes the Supervisor to execute an Agreement on behalf of the Town of Riverhead with Black Box Network Services to install and provide maintenance for fiber optic equipment from the Senior Center to 755 East Main Street, Riverhead, pursuant to the Black Box Network Services Statement of Work for Town of Riverhead dated 4/19/2010 annexed hereto; and

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

THE VOTE

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

Councilman Dunleavy offered to take the resolution off the floor, which was seconded by Councilman Gabrielsen

THE VOTE:

Councilwoman Giglio: ABSTAIN

Councilman Gabrielsen: yes

Councilman Dunleavy: yes

Supervisor Walter: yes

The resolution was duly declared TAKEN OFF THE FLOOR

Councilman Dunleavy then offered the resolution for adoption, which was seconded by Councilman Gabrielsen

THE VOTE:

Councilwoman Giglio: ABSTAIN

Councilman Gabrielsen: yes

Councilman Dunleavy: yes

Supervisor Walter: yes

The resolution was duly declared ADOPTED