

4/16/2013

**RESOLUTION LIST**

- Res. #303 2009 Calverton Park Recreation Trail Capital Project Budget Adjustment**
- Res. #304 2012 Capital Projects Closure**
- Res. #305 Miamogue Park aka Fort Pat Motel 2012 Capital Project Closure Budget Adjustment**
- Res. #306 Weeping Willow Motel Open Space Capital Project Closure Budget Adjustment**
- Res. #307 EPCAL Sewer Improvement Capital Project Budget Adjustment**
- Res. #308 Riverhead Water District 2012 Capital Project #30020 Closure**
- Res. #309 General Fund Budget Adjustment**
- Res. #310 Appoints Student Intern II to the Town Attorney's Office**
- Res. #311 Authorizes Town Clerk to Publish and Post the Attached Notice to Bidders for Annual Street Lighting and Traffic Signal Maintenance Repair Parts**
- Res. #312 Authorizes Town Supervisor to Execute Change Order No. 1 for EPCAL Recreational Facility Ballfield Improvements Project**
- Res. #313 Authorizes Professional Engineering Services Contract Adjustment for EPCAL Recreation Ballfield Improvement Project**
- Res. #314 Corrects Bid Award Resolution No. 262 Awards Bid for Annual Construction Contract**
- Res. #315 Appoints a Cook to the Seniors Program (Eric Shaw)**
- Res. #316 Appoints a Call-In Traffic Control Specialist to the Riverhead Town Police Department (David Zilnicki)**
- Res. #317 Ratifies the Appointment of a Town Board Coordinator (Carissa Willis)**
- Res. #318 Setting Terms and Conditions of Employment for Town Board Coordinator Carissa Willis**
- Res. #319 Appoints a Temporary Clerk to the Tax Receiver's Office (Amelia Spero)**
- Res. #320 Re-appoints a Clerk to the Tax Receiver's Office (Melissa Messina)**

4/16/2013

- Res. #321 Appoints a Call-In Beach Manager to the Recreation Department (Elizabeth Flood)
- Res. #322 Appoints a Recreation Specialist to the Recreation Department (Ashley King)
- Res. #323 Appoints a Call-In Recreation Leader II to the Recreation Department (Katelynn DeLuca)
- Res. #324 Offers Support to New York State Legislature to Amend the General Municipal Law in Relation to Establishing the Enterprise Park at Calverton Reuse and Revitalization District (Senate Bill #S.3643 – Assembly Bill #A.4678)
- Res. #325 Authorizes the Town Clerk to Publish and Post Public Notice to Consider a Local Law to Amend Chapter 108 Entitled “Zoning” of the Riverhead Town Code (Article XXXIV – Multifamily Residential Professional Office Zone – §108-171. Landscaping, Screening and Buffering)
- Res. #326 Authorizes the Supervisor to Execute an Agreement Authorizing the Town to Accept Funds from Suffolk County Office for the Aging for the Purpose of Supplementing the Town’s Supplemental Nutrition Assistance Program
- Res. #327 Approves Chapter 90 Application of Forgotten Friends of Long Island Inc. (Spring Craft Fair at Garden of Eve Organic Farm – May 18<sup>th</sup>, 2013)
- Res. #328 Releases Maintenance Security of C.T.R. Development LLC in Connection with the Subdivision Entitled “Demchuk Estates” (One Year Maintenance Security)
- Res. #329 Releases Maintenance Security of BHG Development Corp. and Whitford Development Corp. LLC in connection with the Subdivision Entitled “Fedun Estates” (One Year Maintenance Security)
- Res. #330 Authorizing the Settlement of the Litigation with Pittsburgh Tank & Tower Co., Inc.
- Res. #331 Approves Chapter 90 Application of the Survival Race, LLC (May 4<sup>th</sup> and 5<sup>th</sup>, 2013)
- Res. #332 Pays Bills
- Res. #333 Awards Request for Proposal for Youngs Avenue Landfill Post Closure Inspections, Testing and Reporting Activities and Authorizes Supervisor to Execute an Agreement for Such Services

04.16.13  
130303

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 303**

**2009 CALVERTON PARK RECREATION TRAIL  
CAPITAL PROJECT**

**BUDGET ADJUSTMENT**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, for final reimbursement of grant funds, Capital Project #44009, the 2009 Calverton Park Recreation Trail requires funding for final audit services of the project; and

**WHEREAS**, the Director of Community Development requests \$1,650.00, be transferred from the Calverton Community Development Agency Repair and Maintenance appropriation.

**NOW THEREFORE BE IT RESOLVED**, that the Town Board hereby authorizes the Accounting Department to transfer the funds and close the project:

	<u>FROM</u>	<u>TO</u>
914.069800.541203 Calverton CDA Repair & Maintenance	1,650	
406.071100.523041.44009 Trail Construction		1,650

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

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

04.16.13  
130304

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 304**

**2012 CAPITAL PROJECTS**  
**CLOSURE**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

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

Capital Project#40148 - 2010 Meetinghouse Creek Bulkheading Improvement  
Capital Project #44008 - 2009 Edward Byrne Memorial - JAG  
Capital Project #44013 - 2010 Wading River Dredging Project  
Capital Project #44018 - 2010/2011 Local Government Records Management  
Capital Project #30092- G & Z Riverhead Community Water Extension  
Capital Project #30104 – Center Square at Wading River Capital Project; and

**NOW THEREFORE BE IT RESOLVED**, that the Town Board hereby authorizes the Accounting Department to close the project and modify the budget.

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

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

04.16.13  
130305

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 305**

**MIAMOGUE PARK aka FORT PAT MOTEL**  
**2012 CAPITAL PROJECT CLOSURE**

**BUDGET ADJUSTMENT**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, Capital Project #42067 is considered complete as of 12/31/12.

**NOW THEREFORE BE IT RESOLVED**, that the Town Board hereby authorizes the Accounting Department to close Capital Project #42067, modify the budget and return any residual funds back to the Special Trust Fund Balance as of 12/31/12.

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

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

04.16.13  
130306

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 306**

**WEEPING WILLOW MOTEL OPEN SPACE  
CAPITAL PROJECT CLOSURE**

**BUDGET ADJUSTMENT**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

**WHEREAS**, for final reimbursement of grant funds Capital Project #42068 - Weeping Willow Motel Open Space requires funding for final audit services of the project; and

**WHEREAS**, a budget adjustment is required to complete the project.

**NOW THEREFORE BE IT RESOLVED**, that the Town Board hereby authorizes the Accounting Department to modify the budget, close the project and make the necessary transfer:

	<u>FROM</u>	<u>TO</u>
406.071100.523004.42068 Improvements	1,650	
406.071100.543100.42068 Professional Services		1,650

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

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

04.16.13  
130307

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 307**

**EPCAL SEWER IMPROVEMENT CAPITAL PROJECT**

**BUDGET ADJUSTMENT**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, the Superintendent of Sewer is requesting a transfer of funds from the improvement line of Capital Project #20017 to the Professional Engineering Service line to cover the cost of engineering services for the upgrade of the Hangar Pump Station at Calverton.

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

	<b><u>FROM</u></b>	<b><u>TO</u></b>
424.081300.523012.20017 Sewer Pump Station Impr.	28,809.55	
424.081300.543504.20017 Professional Svcs Engineer		28,809.55

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

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

04.16.13  
130308

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 308**

**RIVERHEAD WATER DISTRICT**  
**2012 CAPITAL PROJECT #30020 CLOSURE**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

**WHEREAS**, Capital Project# 30020– Emergency Generator at Plant 9, has been determined to be complete; and

**WHEREAS**, capital project #30020 was partially funded by the Repair & Maintenance Water District Account and has residual amounts remaining that need to be returned.

**NOW THEREFORE BE IT RESOLVED**, that the Town Board hereby authorizes the Accounting Department to close the project, modify the budget and complete the necessary transfer of funds back to the Water District:

	<b><u>FROM</u></b>	<b><u>TO</u></b>
412.099010.595113.30020	Transfer to Repair Maintenance	34,308.37
113.000000.499999	Repair & Maintenance Reserve	34,308.37

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

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

04.16.13  
130309

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 309**

**GENERAL FUND**

**BUDGET ADJUSTMENT**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, as per Resolution #62 adopted 1/18/2012 the Town of Riverhead entered into an agreement with Black Box Network Services to analyze the telephone billing system; and

**WHEREAS**, the General Fund requires a budget adjustment to pay the invoice for 50% of the credits received as a result of the 2012 telephone audit.

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

		<b><u>FROM</u></b>	<b><u>TO</u></b>
001.016200.546100	Telephone	20,055.83	
001.016200.549000	Miscellaneous		20,055.83

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

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 310

**APPOINTS STUDENT INTERN II TO THE TOWN ATTORNEY'S OFFICE**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

**WHEREAS**, the need for a Student Intern II exists in the Town Attorney's Office to assist with special projects; and

**WHEREAS**, after review of the resume together with past work experience , the Town Attorney recommends that the Town Board appoint Stephanie Pesce to the position of Student Intern II.

**NOW, THEREFORE, BE IT RESOLVED**, that, pending the results of a complete background investigation, the Town Board hereby approves the appointment of Stephanie Pesce to the position of Student Intern II effective April 21, 2013 through 2103 without any compensation; and be it further

**RESOLVED**, that the Town Clerk is hereby authorized to forward a copy of this resolution to Stephanie Pesce, Town Attorney, Accounting Department and Personnel Officer; and be it further

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

**THE VOTE**

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

Walter Yes No

The Resolution Thereupon Duly Declared **WITHDRAWN**

04.16.13  
130311

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 311**

**AUTHORIZES TOWN CLERK TO PUBLISH AND POST THE ATTACHED NOTICE  
TO BIDDERS FOR ANNUAL STREET LIGHTING AND TRAFFIC SIGNAL  
MAINTENANCE REPAIR PARTS**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**RESOLVED**, that the Town Clerk be and is hereby authorized to publish and post the attached Notice to Bidders for the Annual Street Light and Traffic Signal Maintenance Repair Parts bid in the April 25, 2013 issue of the News Review newspaper; and

**BE IT FURTHER RESOLVED**, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to the Engineering Department, Purchasing Department, IT Department and the Office of Accounting.

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD  
NOTICE TO BIDDERS

Sealed proposals for the Annual Street Light and Traffic Signal Maintenance Repair Parts will be due in the Office of the Town Clerk, Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York until 4:00 pm on May 9, 2013 and will be publicly opened and read aloud at 11:00 am on May 10, 2013 in the Office of the Town Clerk.

Plans and specifications may be examined and/or obtained on or about April 26, 2013 at the Office of the Town Clerk between the hours of 8:30 am and 4:30 pm weekdays, except holidays or by visiting the Town of Riverhead website:

[www.townofriverheadny.gov](http://www.townofriverheadny.gov) and click on Bid Requests.

Each proposal must be submitted on the form provided and must be in a sealed envelope clearly marked, "Annual Street Light and Traffic Signal Maintenance Repair Parts".

Please take further notice, that the Town Board reserves the right to reject in whole or in part any or all bids, waive any informality in the bids and accept the bid which is deemed most favorable in the interest of the Town of Riverhead. The Town Board will use its discretion to make judgmental determination as to its best estimate of the lowest bidder. Note: Bid responses must be delivered to Office of the Town Clerk at the address above. The Town may decline to accept, deem untimely and/or reject any bid response/proposal that is not delivered to the Office of the Town Clerk.

BY ORDER OF THE RIVERHEAD TOWN BOARD  
DIANE M. WILHELM, TOWN CLERK  
Riverhead, NY 11901

Dated: April 16, 2013

04.16.13  
130312

ADOPTED

TOWN OF RIVERHEAD

Resolution # 312

**AUTHORIZES TOWN SUPERVISOR TO EXECUTE CHANGE ORDER No. 1 FOR  
EPCAL RECREATIONAL FACILITY BALLFIELD IMPROVEMENTS PROJECT**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

**WHEREAS**, on May 1, 2013, the Riverhead Town Board adopted Resolution No. 380 entitled, "Awards Bid for EPCAL Recreation Facility Ballfield Improvement Project"; and

**WHEREAS**, the bid was awarded to The Landtek Group, Inc. in the amount of Three Hundred Ninety Thousand Seven Hundred Eighty & 00/100 (\$390,780.00); and

**WHEREAS**, Town officials along with the Town consulting engineer, The Raynor Group, P.E. & L.S. PLLC has determined that additional construction quantities are necessary in the amount of \$41,286.50 and a deduction of construction quantities is recommended in the amount of (-19,958.00) and recommendations have been made for extra construction work items that were needed to produce a safe and functional recreation ballfield site in the amount of \$51,203.45 for a total change order increase in the amount of Seventy Two Thousand Five Hundred Thirty One & 95/100 (\$72,531.95).

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Supervisor be and is hereby authorized to execute a change order in the amount of \$72,531.95; and

**BE IT FURTHER RESOLVED**, that the Engineering Department be and is hereby authorized to prepare a purchase requisition in the above amount; and

**BE IT FURTHER RESOLVED**, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to The Landtek Group, Inc., 235 County Line Road, Amityville, NY 11701, The Raynor Group, P.E., P. O. Box 720, Water Mill, NY 11976, the Engineering Department, Purchasing Department and the Office of Accounting; and

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

04.16.13  
130313

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 313**

**AUTHORIZES PROFESSIONAL ENGINEERING SERVICES CONTRACT  
ADJUSTMENT FOR EPCAL RECREATION BALLFIELD IMPROVEMENT PROJECT**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, the Town Board of the Town of Riverhead did authorize improvements to the ballfields located on the EPCAL site to expand the Town of Riverhead recreational capability and conform with the site master plan; and

**WHEREAS**, the Town Board of the Town of Riverhead did enter into an agreement with The Raynor Group , P.E. & L.S. PLLC for professional engineering services for design, bid coordination, construction monitoring and inspection services for the ballfield improvement project; and

**WHEREAS**, additional engineering services were necessary to evaluate and negotiate contractor change order requests which included six field and/or office meetings with the Town Engineer and the project contractor, evaluation of validity of change order requests, evaluation of material and labor costs included in contractor change orders, preparation of change order documents and verification of quantities included in change order requests and additional construction monitoring that related to the extended project construction period; and

**WHEREAS**, The Raynor Group, P.E. & L.S. PLLC has submitted a written request for additional compensation due to the contractor change orders and extended construction period in the amount of Ten Thousand & 00/100 (\$10,000).

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Board of the Town of Riverhead be and does hereby authorize the additional compensation as outlined above; and

**BE IT FURTHER RESOLVED**, that the Engineering Department be and is hereby authorized to prepare a purchase requisition modifying the existing po to reflect the additional compensation in the above amount; and

**BE IT FURTHER RESOLVED**, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to The Raynor Group, P.E. & LS PLLC, P. O. Box 720, Water Mill, NY 11976, Engineering Department, Purchasing Department, Community Development and the Office of Accounting.

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

04.16.13  
130314

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 314**

**CORRECTS BID AWARD RESOLUTION NO. 262**  
**AWARDS BID FOR ANNUAL CONSTRUCTION CONTRACT**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

**WHEREAS**, the Town Clerk was authorized to publish and post a Notice to Bidders for the Annual Construction Contract, Riverhead, New York; and

**WHEREAS**, nine (9) bids were received, opened and read aloud on March 15, 2012 at 11:00 in the Office of the Town Clerk, 200 Howell Avenue, Riverhead, New York; and

**WHEREAS**, on April 2, 2013 the Riverhead Town Board did adopt Resolution No. 262 entitled, "AWARDS BID FOR ANNUAL CONSTRUCTION CONTRACT"; and

**WHEREAS**, Award No.18 - Asphalt Top Course Installed - Mid Quantity, Item No. 50, and Award No. 19- Asphalt Top Course Installed - High Quantity, ItemNo. 50, require correction.

**WHEREAS**, Award No. 19, ItemNo. 50 initially showed Rosemar as Low Bidder and Corazzini as Alternate Low Bidder. In accordance with the actual unit prices and extensions, South Fork Asphalt is Low Bidder and Rosemar is Alternate Low Bidder.

**WHEREAS**, Award No. 19, ItemNo. 50 initially showed Corazzini as Low Bidder and Rosemar and South Fork Asphalt tied as the Alternate Low Bidder. In accordance with the actual unit prices and extensions, Suffolk Asphalt is Low Bidder and Corazzini is Alternate Low Bidder.

**NOW, THEREFORE, BE IT RESOLVED**, that Award No.'s 18 and 19 be and are hereby corrected as follows:

Award No. 18 - Asphalt Top Course Installed - Mid Quantity

Low Bidder: South Fork Asphalt

Alternate Low Bidder: Rosemar

Town of Riverhead Bid Received March 14, 2013

Annual Construction Contract 2013

Award No.	Item No.	Description	Unit	Quantity	Estimated Quantity	South Fork Asphalt		Rosemar	
						Unit Cost	Total Price	Unit Cost	Total Price
18	50	Asphalt Top Course Type 6F	Tons	501-1000	750	\$73.25	\$54,937.50	\$76.00	\$57,000.00
<b>Total Bid Comparison Award No. 18</b>							<b>\$54,937.50</b>		<b>\$57,000.00</b>

Award No. 19 - Asphalt Top Course Installed - High Quantity

Low Bidder:

Suffolk Asphalt

Alternate Low Bidder: Corazzini

Town of Riverhead Bid Received March 14, 2013

Annual Construction Contract 2013

Award No.	Item No.	Description	Unit	Quantity	Estimated Quantity	Suffolk Asphalt		Corazzini	
						Unit Cost	Total Price	Unit Cost	Total Price
19	50	Asphalt Top Course Type 6F	Tons	1001-5000	3000	\$71.88	\$215,640.00	\$72.72	\$218,160.00
<b>Total Bid Comparison Award No. 19</b>							<b>\$215,640.00</b>		<b>\$218,160.00</b>

**BE IT FURTHER RESOLVED**, that the Town Board be and does hereby authorize the above referenced corrections be incorporated into the contract documents; and

**BE IT FURTHER RESOLVED**, that the Town Board be and does hereby authorize various Town department to secure Town of Riverhead purchase orders from the Purchasing Department using the Annual Construction Contract; and

**BE IT FURTHER RESOLVED**, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to Drew Dillingham, P.E., Community Development, Highway Department, Sewer District and Water District, Purchasing Department, and the Office of Accounting.

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD**

**Resolution # 315**

**APPOINTS A COOK TO THE SENIORS PROGRAM**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, the retirement of a Cook at the Seniors Center has necessitated appointing a replacement to fill this vacancy; and

**WHEREAS**, Eric Shaw has, as per Resolution # 19, been serving in the capacity of temporary Food Service Worker at the Riverhead Town Senior Center; and

**WHEREAS**, Mr. Shaw has demonstrated that he meets the Civil Service requirements for the job title of Cook and the Department Head is desirous that he be appointed to same; and

**WHEREAS**, in accordance with the CSEA contract, this vacancy for Cook was also duly posted for, Job Posting #3.

**NOW THEREFORE BE IT RESOLVED**, that effective April 22, 2013 this Town Board hereby releases Mr. Shaw from the title of temporary Food Service Worker and appoints him to the position of Cook as found on Group 2 Step P of the Clerical and Supervisory Salary Schedule of the CSEA contract.

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

04.16.13  
130316

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 316**

**APPOINTS A CALL-IN TRAFFIC CONTROL SPECIALIST TO THE RIVERHEAD  
TOWN POLICE DEPARTMENT**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

**WHEREAS**, David Zilnicki has been serving in the capacity of Seasonal Traffic Control Officer in the Riverhead Town Police Department since June 29, 2009; and

**WHEREAS**, the appointment of a former Traffic Control Specialist to the position of Police Officer has created a vacancy for a Traffic Control Specialist to prepare and issue summonses, direct traffic at intersections and perform all related duties in a year round capacity; and

**WHEREAS**, a recommendation has been received by the supervising Police Officer to appoint David Zilnicki to this call-in position.

**NOW THEREFORE BE IT RESOLVED**, that effective April 22, 2013 this Town Board hereby appoints David Zilnicki to the title of Call-In Traffic Control Specialist at the hourly rate of \$12.00.

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD**

**Resolution # 317**

**RATIFIES THE APPOINTMENT OF A TOWN BOARD COORDINATOR**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, a vacancy for the position of Town Board Coordinator exists within the Office of the Town Board; and

**WHEREAS**, the position was duly advertised for, interviews were conducted and pending the results of a successful background investigation, a recommendation of a suitable candidate has been received by consensus of the Town Board and Personnel Committee.

**NOW, THEREFORE, BE IT RESOLVED**, that this Town Board of the Town of Riverhead hereby ratifies the appointment of Carissa Willis to the position of Town Board Coordinator effective April 11, 2013 and sets her salary at \$39, 000.00 per annum, pro-rated for the remainder of 2013.

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD**

**Resolution # 318**

**SETTING TERMS AND CONDITIONS OF EMPLOYMENT FOR  
TOWN BOARD COORDINATOR CARISSA WILLIS**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

**BE IT RESOLVED**, that the terms and conditions of employment of Carissa Willis (“the employee”), Town Board Coordinator, shall, effective March 11, 2013, be as follows:

**TERM**

1. These terms and conditions of employment shall continue in full force and effect until subsequently altered by Town Board resolution.
2. The employee is employed at the will of the Town Board and for no specific term or duration.

**HOURS OF WORK**

1. The employee’s minimum basic work week shall be 35 hours. There shall be no maximum number of hours of work per week. The employee shall not receive additional compensation for holiday pay. The employee is not entitled to earn, accrue, or be paid for overtime or compensatory time. In addition, the employee will not be entitled to utilize any type of paid leave during the employee’s first three months of employment with the Town.

2. The employee shall be entitled to the same paid holidays as are set forth in the 2011-2014 CSEA collective bargaining agreement,

3. (a) Five (5) days of personal leave will be granted per annum.

(b) Personal leave may not be accumulated and must be used within the calendar year earned, except that unused personal days at the end of each year shall be converted to sick time and may be used as sick time, subject to all the rules and pertaining to sick time.

(c) Personal leave must be approved by the Town Supervisor. The employee must request such leave at least forty eight (48) hours in advance unless the personal leave is deemed to be an emergency of which the employee had no prior knowledge, in

which case the employee must notify the Town Supervisor or designee of such absence. Failure to notify the Town Supervisor or designee of the absence will result in loss of pay for the day's absence.

4. **Funeral Leave.** The employee shall be entitled to four (4) consecutive working days leave of absence computed either from the day of death or the day following death, at the employee's option, for the death of the employee's spouse, child (including adopted children), father, mother, brother, sister, parents, parents-in-law, grandparents, grandparents-in-law, grandchildren, daughter-in-law, brother-in-law, sister-in-law, son-in-law, or stepchild.

5. **Jury Service.** The employee will be paid the employee's regular salary while performing jury service upon documentary proof being filed with the Town Supervisor. The employee shall endorse the jury salary checks to the Town. Travel allowance or mileage compensation checks for jury service are to be retained by the employee.

6. **Court Appearance.** The employee's absence by reason of appearance as a defendant or witness on behalf of the Town in any court action involving the Town will be approved by the Town Supervisor for the number of days necessary. The employee shall not lose any salary there from.

7. **Parentage Leave.** The employee shall receive a parentage leave as defined in the 2011-2014 CSEA contract, Article III, Section 5.

### **VACATIONS**

1. The employee shall be entitled to 10 working days' of vacation per annum (January 1 to December 31).

2. The employee, upon request, shall be paid the employee's vacation pay prior to the vacation, providing the employee shall have given three (3) weeks' notice to the Supervisor.

3. Upon retirement or termination of service, except for cause, the employee shall be compensated, in cash, for any accumulated vacation.

4. The employee may carry over any unused vacation days from one (1) year into the following year, but in no event shall the employee carry over more than fifteen (15) vacation days from one year to the next.

5. The employee, at the employee's option, shall be entitled to make an election to work the current year's allotted vacation time. The employee must provide written notification to the Supervisor of the exercising of this option not fewer than thirty (30) days prior to the date of which payment is requested. The Supervisor is to acknowledge receipt of this notification to the payroll personnel prior to payment.

Payment is to be processed during the next overtime run. The buyback shall be in blocks of three days per month.

### **SICK LEAVE**

1. Sick leave is absence necessitated by the employee's illness or other physical disability. Sick leave will be accumulated at the rate of one and one-quarter days per month (fifteen [15] days per year) up to a total accumulated sick leave of three hundred (300) days. After three hundred (300) days, additional paid sick leave may be granted in the sole discretion of the Town Board. In order to receive sick leave, the employee shall, when absent because of sickness for more than three (3) days, furnish the Supervisor, when requested by him, with a medical certificate. Failure to furnish a medical certificate will result in loss of pay for absent days. The Town Board, in its discretion, may request a physical examination the employee before the employee's return to work.

2. The employee, or legal representative, upon retirement or severance, is entitled to cash payment for accumulated sick leave. Said payment shall be paid in a lump sum the value of the employee's accumulated and unused sick leave to the extent of one hundred (100%) percent of the first two hundred and eighty (280) days thereof.

3. The employee may elect to reduce the sick time accrued under paragraph "1" one by filing a written election with the Supervisor one (1) month prior to payment. Buy-out shall be in lots of ten (10) sick days. No buy-out shall be permitted unless, at the time of election, the employee has accumulated at least fifty (50) sick days. The rate of pay shall be calculated at the time of payment based on a two hundred sixty (260) day work year. If the employee "buys-out" sick leave, the employee shall be permitted to reaccumulate sick days to a maximum of three hundred (300) days for use in the event of illness, but those days may not be reaccumulated for payment purposes.

4. If the employee falls ill while on vacation then, upon presentation of a medical certificate certifying that the employee was confined to bed for more than five (5) working days during the vacation, may charge this illness to sick leave upon proper notification to the Supervisor and may take the same number of sick days as vacation days.

### **GRIEVANCE PROCEDURE**

#### **1. Consideration of Grievance.**

A grievance by the employee shall be made, in writing, to the Town Board. Upon receipt of the grievance, the Town Board may request the employee to submit any agreed statement of facts or the employee's version of the facts, or any other documents that the Town Board may deem pertinent to the determination of the appeal.

The Town Board shall conduct a hearing within twenty (20) business days of receipt of an appeal. Within twenty (20) business days after the hearing, the Town Board shall make a decision based on its findings and advise the employee. The decision of the Town Board shall be final and all parties bound thereby.

2. Time of Hearings.

All discussions and hearings shall, so far as practicable, be conducted during working hours.

3. Representation.

The employee shall have the right at all times to representation of the employee's choosing.

4. Limitations.

If a grievance occurs and cannot be resolved immediately, the employee shall obey all directives and shall present the grievance as soon thereafter as practicable. Grievances that are not presented within ten (10) days of the occurrence shall be deemed to have been abandoned.

5. Withdrawn Grievances.

The employee may withdraw a grievance at any point in the grievance procedure.

## **HEALTH INSURANCE**

1. The Town shall pay, on Willis' behalf, seventy five (75%) percent of the cost of either the individual or family coverage for hospitalization under the Town's Health Insurance Program. The Town shall pay for one hundred (100%) percent coverage for Willis if she retires from the Town and Town shall also pay to the extent of fifty (50%) percent coverage on the premiums for her family.

If Willis and spouse are currently receiving (or are eligible to receive) family health benefits through the Town, only one will be permitted to continue to receive family level coverage. In this event, the person whose coverage changes from family to individual or no coverage will be entitled to the health insurance buy-out. The employee may reinstate coverage in the event of an emergency causing the loss of the other person's Town health insurance, consistent with the rules and regulations of the Town's health insurance plan and applicable laws and regulations.

At retirement, the former employee who is otherwise eligible for family retiree health insurance coverage through the Town but for the operation of this provision shall continue to be ineligible for family retiree health insurance coverage through the Town.

However, during retirement, the former employee may reinstate his/her own family health insurance coverage, if the former employee has dependents as defined in the Plan, in the event of an emergency causing the loss of the other person's Town health insurance, consistent with the rules and regulations of the Town's health insurance plan and applicable laws and regulations.

In the event that Willis's employment with the Town should terminate, she shall have the option, at her own expense, to participate in the Town Health Insurance Program, consistent with applicable laws, rules and regulations.

The service requirement for receipt of health insurance in retirement shall be ten consecutive years of service with the Town, and Willis must either (1) be employed by the Town on the last date immediately prior to retirement into the NYSERS; or (2) have been employed by the Town as her last public sector employer, and have continuously self-paid her health insurance premiums to, and remained enrolled in, the Town's health insurance plan between the last date of service with the Town and the date of vesting and receipt of benefits from the NYSERS, whichever is applicable, as set forth in the NYSERS Rules and Regulations (Part 256).

2. The Town shall pay, on Willis's behalf, seventy five (75%) percent of the cost of either the individual or family plan for dental coverage under the Riverhead Town Dental Plan. If Willis and spouse are currently receiving (or are eligible to receive) family dental insurance benefits through the Town, only one will be permitted to continue to receive family level coverage. In this event, the person whose coverage changes from family to individual coverage or no coverage will be entitled to the dental insurance buy-out. Should that person choose to decline to receive individual coverage, then that person will be eligible for the buy-out of the individual coverage.

3. The Town shall pay, on Willis's behalf, seventy five (75%) percent of the cost of either the individual or family plan for optical coverage under the Riverhead Town Optical Plan. If Willis and spouse are currently receiving (or are eligible to receive) family optical insurance benefits through the Town, only one will be permitted to continue to receive family level coverage. In this event, the person whose coverage changes from family to individual coverage or no coverage will be entitled to the optical insurance buy-out. Should that person choose to decline to receive individual coverage, then that person will be eligible for the buy-out of the individual coverage.

4. The employee, at the employee's option, may elect not to accept the Town's hospitalization coverage for a period of not less than one calendar year and receive the following payment during the first full pay period of each year the election is made: \$1,650.00 if the employee changes from family to no coverage; \$900 if the employee changes from family to individual coverage; \$750 if the employee changes from individual to no coverage. Also, at the employee's option, the employee may elect not to accept the dental coverage for a period of not less than one calendar year and receive the following payment during the first full pay period of each year the election is made: \$230 if the employee changes from family to no coverage; \$150 if the employee changes from family to individual coverage; \$80 if the employee changes from individual

to no coverage. Also, at the employee's option, the employee may elect not to accept the optical coverage for a period of not less than one calendar year and receive a payment of twenty five dollars (\$25.00) during the first full pay period of each year the election is made. The employee must sign an application form each year and said application shall include an acknowledgment that the employee is covered under another plan.

### **GENERAL PROVISIONS**

1. The Town agrees to provide legal counsel to defend the employee in any action arising out of an assault on the employee on Town business, and the Town hereby agrees to defend, indemnify, and hold the employee harmless for any and all acts performed for the Town, its agents and employees, provided the employee was acting within the scope of employment. In the event that the employee is appointed, authorized or directed by the Town or one of its agencies to represent it as a member of the board of directors of an organization or agency, then the employee shall be covered by the provisions of Public Officers Law Section 18 and Town Code Sections 15-1 and 15-2 pertaining to the defense and indemnification of officers and employees of public entities, provided the employee is otherwise eligible for coverage pursuant to the terms of those provisions.

2. If the employee is injured or assaulted in the course of employment, the employee shall receive full salary until such time as the employee's application for reinstatement to full duty status, or, in the event of permanent disability, the employee's application for a disability pension be finally determined or by a physician's examination determining no further disability, whichever comes first. If the employee is injured on the job and reports the same to the Supervisor, and has to be absent from work, no days shall be deducted from his sick leave for such injury. If the employee receives a compensation check for lost time due to a compensable injury, the employee shall endorse the employee's check over to the Town. The above shall apply if the employee was acting within the scope of employment.

3. A leave of absence, without pay, may be granted to the employee in the discretion of the Town Board for a maximum of three (3) months, upon written application therefore and good cause shown.

4. If the employee is absent without leave or without due notification to the Supervisor, the employee shall suffer loss of pay for the days of such absence.

5. The employee will be paid every two (2) weeks on Thursday of the latter week.

6. Upon the employee's request to examine the employee's official employment personnel file, the employee may be permitted to do so at the discretion of the Town Board. Any material classified as confidential shall not be subject to duplication by the

employee, but the employee shall have an opportunity to read said material and make a written reply, which shall be inserted in the personnel folder.

7. To the extent permitted by the U.S. Internal Revenue Code and the New York State Income Tax Laws, the Town shall establish a deferred compensation plan for the employee.

**WAGES**

The employee shall receive the following annual salary:

Effective April 11, 2013: \$39,000.00

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

04.16.13  
130319

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 319**

**APPOINTS A TEMPORARY CLERK TO THE TAX RECEIVER'S OFFICE**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, this Town Board recognizes the need to provide additional clerical personnel to the Office of the Receiver of Taxes to assist in the processing of tax money during certain times of the year.

**NOW, THEREFORE, BE IT RESOLVED**, that pursuant to a completed background investigation, this Town Board hereby appoints Amelia Spero to the position of temporary part-time clerk at the hourly rate of \$10.25 effective for the period of May 20, 2013 through June 14, 2013.

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

04.16.13  
130320

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 320**

**REAPPOINTS A CLERK TO THE TAX RECEIVER'S OFFICE**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

**WHEREAS**, this Town Board recognizes that the need to provide additional clerical personnel to the Office of the Receiver of Taxes to assist in the processing of tax money during certain times of the year.

**NOW, THEREFORE, BE IT RESOLVED**, this Town Board hereby reappoints Melissa Messina to the position of temporary part-time clerk at the hourly rate of \$10.25 effective for the period of May 20, 2013 through June 14, 2013.

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD**

**Resolution # 321**

**APPOINTS A CALL-IN BEACH MANAGER TO THE RECREATION DEPARTMENT**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, a Call-In Beach Manager is needed by the Riverhead Town Recreation Department,

**NOW THEREFORE BE IT RESOLVED**, that effective May 1, 2013, this Town Board hereby appoints Elizabeth Flood to the position of Call-In Beach Manager, Level 4, to be paid the rate of \$16.69 per hour and

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

04.16.13  
130322

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 322**

**APPOINTS A RECREATION SPECIALIST TO THE RECREATION DEPARTMENT**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

**WHEREAS**, a Recreation Specialist is needed by the Riverhead Town Recreation Department for work in recreation programs,

**NOW THEREFORE BE IT RESOLVED**, that effective May 1, 2013 this Town Board hereby appoints Ashley King to the position of Recreation Specialist, Level 1, to be paid the rate of \$20.00 per hour and

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

04.16.13  
130323

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 323**

**APPOINTS A CALL-IN RECREATION LEADER II TO THE RECREATION DEPARTMENT**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, a Call-In Recreation Leader II(Level 2) is needed by the Riverhead Town Recreation Department

**NOW THEREFORE BE IT RESOLVED**, that effective May 1, 2013, this Town Board hereby appoints Katelynn DeLuca to the position of Call-In Recreation Leader I (Level 2) to be paid the rate of \$13.20 per hour to the Recreation Department and

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 324

**OFFERS SUPPORT TO NEW YORK STATE LEGISLATURE TO AMEND THE  
GENERAL MUNICIPAL LAW IN RELATION TO ESTABLISHING  
THE ENTERPRISE PARK AT CALVERTON REUSE AND REVITALIZATION  
DISTRICT (SENATE BILL #S. 3643—ASSEMBLY BILL #A. 4678)**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

**WHEREAS**, the legislation has been introduced in the New York State Senate and Assembly with the intent to promote the expeditious and orderly conversion and redevelopment of the Enterprise Park at Calverton Reuse and Revitalization District (EPCAL) in the Town of Riverhead, Suffolk County; and

**WHEREAS**, this legislation will facilitate the reuse of EPCAL as provided for in the conveyance of the property by the Navy and articulated in the Enterprise Park at Calverton Reuse and Revitalization District Plan. It provides incentives to attract private businesses to locate and expand and insures consistency with existing law and achieves economic growth for the region; and

**WHEREAS**, a Home Rule Request has been received by the Town of Riverhead in support of the above captioned legislation; and

**NOW THEREFORE BE IT RESOLVED**, that the Town Board of the Town of Riverhead hereby supports the efforts of the New York State Legislature to amend the General Municipal Law, in relation to establishing the Enterprise Park And Calverton Reuse and Revitalization District; and

**BE IT FURTHER RESOLVED**, that the Town Board authorizes the Supervisor to execute a Home Rule Request supporting this proposed State legislation; and

**BE IT FURTHER RESOLVED**, that the Town Clerk be and is hereby directed to forward a certified copy of this resolution to Senator Kenneth P. LaValle, 325 Middle Country Road, Suite 4, Selden, New York 11784, Assemblyman Fred W. Thiele, Jr., 2302 Main Street, P.O. Box 3062, Bridgehampton, New York 11932, The Community Development Office and the Office of the Town Attorney.; and

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

04.16.13  
130325

ADOPTED

TOWN OF RIVERHEAD

Resolution # 325

**AUTHORIZES THE TOWN CLERK TO PUBLISH AND POST PUBLIC NOTICE TO  
CONSIDER A LOCAL LAW TO AMEND CHAPTER 108 ENTITLED  
“ZONING” OF THE RIVERHEAD TOWN CODE  
(ARTICLE XXXIV – Multifamily Residential Professional Office Zone –  
§108-171. Landscaping, screening and buffering.)**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

**RESOLVED**, the Town Clerk is hereby authorized to publish and post the attached public notice to consider a local law to amend Chapter 108 entitled, "Zoning" of the Riverhead Town Code once in the April 25, 2013 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 electronic storage device and, if needed, a copy of same may be obtained from the Office of the Town Clerk.

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD  
NOTICE OF PUBLIC HEARING**

**PLEASE TAKE NOTICE** that a public hearing will be held before the Town Board of the Town of Riverhead at 200 Howell Avenue, Riverhead, New York on the 7<sup>th</sup> day of May, 2013 at 2:20 o'clock p.m. to consider a local law to amend Chapter 108 entitled, "Zoning" of the Riverhead Town Code as follows:

**CHAPTER 108  
ZONING  
ARTICLE XXXIV  
Multifamily Residential Professional Office Zone**

**§ 108-171. Landscaping, screening and buffering.**

~~A. Screening and buffering shall meet the minimum requirements of § 108-64.1 of this chapter.~~

- A. A front yard landscape buffer plan shall be reviewed and approved by the Planning Board for property zoned Multifamily Residential Professional Office (MFPO) Zone for residential uses. Said plan shall include a minimum 35-foot front yard landscaped buffer along the entire property line with the exception of the required site and emergency access locations and/or bus shelter, as required by the Planning Board. Proposed landscaping shall not impede sight distances from any street intersections and/or driveways.
- B. Proposed landscaping shall be staggered, and of sufficient height to fully diffuse and screen the mass and scale of the development from the street view year-round. The term "sufficient height" shall mean deciduous trees no less than 3 ½ -inch caliper and a variety of evergreen trees a minimum of six (6) feet in height. Said buffer yard may be designed to include the installation and planting of an earthen berm and/or fence not to exceed six (6) feet in height. Said fence shall be placed behind any required berm or buffer vegetation.
- ~~B. C.~~ C. Yard Landscaping. Within all the required yards the existing vegetation shall be retained. Any proposals for disturbance shall be subject to site plan approval and Architectural Review Board recommendation.
- ~~C. D.~~ D. Preservation of existing vegetation. Site plans for the development of property located in a 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.

~~D.~~ E. Parking Areas.

- (1) The visual impact of parking areas shall be softened by interrupting continuous rows of parking spaces with planting and by creating plated canopies over parking areas.
- (2) Any open parking areas of 15 spaces or more shall be provided with internal landscaping covering not less than 10% of the total area of the parking area.
- (3) Landscaping shall be reasonably dispersed throughout the parking area. Primary landscape materials shall be shade trees. Secondary materials shall compliment the tree planting and the surrounding natural environment.

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

Dated: Riverhead, New York  
April 16, 2013

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

**DIANE M. WILHELM, Town Clerk**

TOWN OF RIVERHEAD

Resolution # 326

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

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

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

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

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

**NOW, THEREFORE, BE IT RESOLVED**, that the Supervisor is hereby authorized to execute the attached agreement authorizing the Town of Riverhead to accept funds from Suffolk County Office for the Aging for the purpose of supplementing the budget of the Town's Supplemental Nutrition Assistance Program in an amount not to exceed \$249,291.00 for 2013/2014; and be it further

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

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

**Consultant/Personal Services Contract**

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

Town of Riverhead ("the Contractor"), a New York not-for-profit corporation, having an address at 200 Howell Avenue, Riverhead, New York 11901.

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

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

**Total Meals:** **Daily Congregate Meals:** 67 – Not to exceed 16,683 annually  
Not to exceed \$ 79,912 annually

**Daily Home-Delivered Meals:** 96 – Not to exceed 25,056 annually  
Not to exceed \$169, 379 annually

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

**Terms and Conditions:** Shall be as set forth in Articles I through V and Contractor's Response to RFQ No. 001/2011/MVK and associated addendum on file in the Department and which are incorporated herein as if the same were repeated herein in full.

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

**Town of Riverhead**

**County of Suffolk**

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

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

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

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

**Approved as to Legality:**

**Dennis M. Brown,**  
**County Attorney**

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

**Approved:**  
**Department**

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

**Recommended:**

By: \_\_\_\_\_  
Anna Prencipe Date  
Food Service Supervisor



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**Article I**  
**Description of Services**  
**Town of Riverhead**

**Supplemental Nutrition Assistance Program**

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

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

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

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

**1. Conflicting Provisions**

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

**2. General Description of Services**

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

**3. Adherence to Regulations**

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

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

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

**4. Applicable to All Programs**

- a. In general, but without limitation, the Contractor shall be required to meet the criteria listed below:
  - i. Each meal must provide a minimum of one-third of the Dietary Recommended Intakes ("DRI") for the sixty (60)-plus age group as established by the Food and Nutrition Board of the National Academy of Sciences, National Research Council with menus developed under the supervision of, and approved by, the Department on a six-week cycle. Special low salt and basic diabetic diets must be provided to those clients requiring such upon physician's order. The meal pattern and the amounts must follow those set forth by the New York State Office for the Aging. All aspects of food preparation and service must meet the standards of the Suffolk County Department of Health Services, e.g., safe temperature of food – hot entrée always served at a minimum of 140°F, salad and other cold items served at 41°F or below. There shall be no more than two (2) hours between the time of completion of cooking and the beginning of serving for foods which need to be held at temperatures above 140 degrees F. For home-delivered meals, this applies to the last meal served on the route.
  - ii. The Contractor shall cooperate with and accept direction from the Department's staff.
  - iii. All nutrition programs which cook on site must hold a complete sample of each day's meal(s), including all components except milk and bread, in the refrigerator for five (5) days for testing purposes. All nutrition programs which serve catered meals must hold a complete sample of each day's meal(s), including all components except milk and bread, if possible, or hold three (3) tablespoons of each meal component, in the refrigerator for five (5) days for testing purposes.
  - iv. All congregate sites will develop and maintain emergency plans for weather and evacuation. A copy of the plan will be submitted to the Department at least annually and in the event of modifications to the plans.
- b. **Specifications for Congregate Meal Programs**
  - i. Persons sixty (60) years of age or older or who are the spouse of an eligible individual regardless of age are eligible to participate in the congregate program. Congregate meals may be available to handicapped or disabled person under sixty (60) years of age who reside with eligible congregate participants. There is no means test to qualify. The standardized NAPIS Client Registration Form (see also

- Policy & Procedure Manual) or NYS Short form must be completed for all participants. All participants must be re-registered every April 1<sup>st</sup>.
- ii. The Contractor's preparation site where the food is prepared, processed, and/or packaged must meet Suffolk County Department of Health Services and/or State Department of Health regulations. Consistent with these regulations, all food handlers who prepare or work with food must have a Food Manager's Certificate. Periodic physical examinations may be required. Further, the Contractor shall assure that such employees observe good habits of personal hygiene. The Contractor must provide the Department with a copy of the most recent Suffolk County Department of Health Services Food Establishment Inspection Report, and any subsequent reports issued during the term of the Contract. The Contractor must provide evidence that any violations cited on said report have been corrected and that the preparation site remains in compliance with Suffolk County Department of Health Services and/or State Department of Health regulations.
  - iii. The nutrition site shall be open as stated on the Summary Sheet, which is attached and made part of this Contract; fully staffed, during regular business hours based on local need and available funding. Holiday schedules are to be posted one month in advance at the nutrition site. The Contractor shall submit copies of all holiday schedules and staff vacations to the Department.
  - iv. The Contractor must provide participant transportation as needed and supportive services as appropriate to the needs and abilities of each participant. Required supportive services include education and training, information and referral, outreach, public information, recreation, shopping assistance, socialization and volunteer activities. Nutrition education and training must include speakers and/or presentations. Flyers and hand-outs by themselves are not considered nutrition education.
  - v. When viewed as a whole, transportation services must be accessible to people with disabilities as required by the Americans with Disabilities Act of 1990 (P.L. 101-336) and the regulations thereunder (49 CFR part 37).
  - vi. The Contractor must abide by standards set forth under both Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 (P.L. 101-336) and the regulations thereunder (28 CFR Parts 35 and 36) which require that all programs and facilities (buildings, restrooms, etc.) must be accessible to the handicapped.
  - vii. The site manager shall work closely with the Department's staff and other local agency staff to provide a full array of supportive services for participants.
- c. **Specifications for Home-Delivered Meal Programs**
- i. Eligibility must be determined prior to the delivery of service by using the standardized Comprehensive Assessment Tool (COMPASS – Form) (see also Policy & Procedures Manual – Appendices). Each client receiving home-delivered meals must be reassessed at appropriate intervals based on each client's situation, but in no instance less frequently than at least once in each twelve-month period. The Contractor will also make a six-month contact in the form of a home visit or a telephone call.

- ii. The packaging of meals must meet the standards of the Suffolk County Department of Health Services. Aluminum foil partitioned containers are recommended. In order to maintain safe food temperatures in delivery, equipment approved by the National Sanitation Foundation must be purchased. Menus, whenever possible and feasible, should be sent to the clients.
- iii. The Contractor must provide supportive services to the homebound client according to his or her specific needs. The frequency of the supportive services will be determined by the individual assessment. Nutritional counseling and education must be included in this service.
- iv. The Contractor shall provide a meal for those holidays and/or weather emergencies that fall on a weekday. The holiday/emergency meals may be frozen or canned and must be delivered the last business day before the holiday or weather emergency. In addition, an emergency supply of shelf-stable food should be made available twice a year for weather related emergencies. A list of suggested food items is available from the Department. (see Policy & Procedure Manuals)

## 5. Administration

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

## 6. Contractor's Staff

- a. The Contractor agrees to employ adequate numbers of qualified staff and supervisory personnel to meet all the specifications and responsibilities of the program in an orderly, punctual and reliable manner and to assure the health, safety, and welfare of participants. Personnel involved in all aspects of food handling and preparation are to be in good health and trained to ensure the safety standards of the food prepared and served. A full-time manager/supervisor will direct and coordinate the daily operations. All meetings and trainings required by the County are to be attended by the appropriate staff. The Contractor will have on file with the Department the procedures to be followed by workers and other staff in case of emergency.
- b. The County shall have the right to prior approval of the filling of any site manager position and the home-delivered meal assessor, and shall be advised by the Contractor of the duties and compensation of all personnel assigned to the Nutrition Program for the Elderly Program.
- c. The provisions of this paragraph 10 are in addition to the provisions of Article IV, paragraph 12, subparagraph o.

## 7. Coordination

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

## 8. Targeting and Outreach

- a. Targeting activities must be designed to identify individuals in the target populations who need services and to increase service delivery to the target population by linking targeted populations to, or providing them with, appropriate service. Consistent with the OAA and NYS applicable regulations, including the following laws: the Older Americans Act (OAA), Title III of the Code of Federal Regulations, 45 CFR 1321; the NYS Elder Law and relevant NYS regulations (Title 9, Subtitle Y of the New York State Code of Rules and Regulations); the Contractor's targeting goal is to substantially increase the numbers of older adults from targeted population groups (minority, low-income, frail, vulnerable).
- b. The Contractor must give preference to providing services to older individuals with the greatest economic or social needs with particular attention to specifically identified targeted groups, (OAA §305 (a)(2)(E)). The term "greatest economic need" is defined as the need resulting from an income at or below the poverty levels as established annually by the U.S. Office of Management and Budget. The term "greatest social need" refers to the need caused by non-economic factors which include physical and mental disabilities, language barriers and cultural, social or geographical isolation including isolation caused by racial or ethnic status that restricts an individual's ability to perform normal daily tasks or threatens the capacity of the individual to live independently (OAA §102 (23 and 24)).
- c. The following four target groups have been identified as having the greatest economic and social needs: minority, low income, frail and vulnerable.
  - i. **Minority** - persons of Black, Hispanic, Asian, Native American (American Indian), Alaska Native, Native Hawaiian or Other Pacific Islander origins. Persons whose origins are of Two (2) or More Races or who are identified as being in a racial category different from those above (other than white) may be included (see the Other Race or Two (2) or More Races categories, defined below).
    - a) Black - refers to a person who has origins in any of the Black racial groups of Africa. This includes, for example, persons who self-report as Black, African American, Kenyan, Nigerian, Haitian or other applicable identification.
    - b) Hispanic (or Latino) - refers to a person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin regardless of race. Hispanic origin can be viewed as the heritage, nationality group, lineage, or country of birth of the person or the person's parents or

ancestors before their arrival in the United States. People who identify their origin as Hispanic, Latino, or Spanish may be any race.

- c) Asian - refers to a person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent, including, but not limited to, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.
  - d) American Indian or Alaska Native - refers to a person having origins in any of the original peoples of North and South America (including Central America) and who maintains tribal affiliation or community attachment. This category includes people who indicated their race(s) as "American Indian or Alaska Native" or reported their enrolled or principal tribe, such as Navajo, Blackfeet, Inupiat, Yup'ik, and/or Central American or South American Indian groups.
  - e) Native Hawaiian or Other Pacific Islander - refers to a person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
  - f) Other Race or Two (2) or More Races - this category includes persons who self-identify as multiracial, mixed, interracial, or a racial category other than white, not included in the descriptions above.
- ii. **Low – Income** - Persons with incomes at or below 100% (150% for SNAP) of the poverty level.
- iii. **Frail** – Persons with one or more functional deficits in the following areas:
- a) Physical functions;
  - b) Mental functions;
  - c) Activities of daily living (eating, bed/chair transfer, dressing, bathing, toiletry and continence); and/or,
  - d) Instrumental activities of daily living (meal preparation, housekeeping, shopping, medications, telephone, travel, and money management).
- Disabled** – Any person who has a physical or mental impairment which substantially limits one or more major life activities, has a record of such impairment, or is regarded as having such an impairment. This includes alcoholism and drug addiction.
- iv. **Vulnerable** – Persons with a deficit of social resources, those who are isolated socially, linguistically or geographically, and/or those affected by other environmental conditions including the following:
- a) Language barriers; Limited English Proficiency - Individuals who do not speak English as their primary language and who have a limited ability to read, write, speak, or understand English may be limited English proficient, and may be eligible to receive language assistance with respect to a particular type of service, benefit, or encounter.
  - b) Rural residence;
  - c) Persons with disabilities;
  - d) Institutionalized or at risk of institutionalization;

- e) Lesbian, gay, bisexual, transgender (LGBT) older adults;
  - f) Low literacy;
  - g) Older adult caregivers of children with developmental disabilities, mental illness, or other disabilities requiring a caretaker (e.g., traumatic brain injury);
  - h) Homebound; and,
  - i) Alzheimer's or other Dementia.
- d. In order to comply with Targeting requirements, the Contractor must employ Outreach Strategies which may include, but are not limited to, locating target populations using Census or other resource data, translated printed materials, location of services in catchment areas for targeted populations, publicity to community-based groups, and minority staff/volunteers.

## 9. Equal Access

- a. The Contractor shall comply with requirements for equal access including language accessibility, nondiscrimination and concentration of services on target populations.
- b. The Contractor shall provide maximum accessibility to those older adults in greatest economic or social need, and new sites shall be free from architectural barriers that limit participation of disabled older individuals (NYS regulations, Title 9, Subtitle Y, §6652.2 (1)). Accessibility requirements include provision of services and assistive devices (including assistive technology services and devices) designed to meet the unique needs of older individuals who are disabled, and of older individuals who provide uncompensated care to their adult children with disabilities. Providers must ensure that communications with individuals with disabilities are as effective as communications with others (ADA, 28 CFR 35.160-35.164). For example, auxiliary aids and services may include:
  - For individuals who are deaf or hard of hearing: qualified interpreters, notetakers, computer-aided transcription services, written materials, telephone handset amplifiers, assistive listening systems, telephones compatible with hearing aids, closed caption decoders, open and closed captioning, telecommunications devices for deaf persons (TDDs), videotext displays, and exchange of written notes.
  - For individuals with vision impairments: qualified readers, taped texts, audio recordings, Brailled materials, large print materials, and assistance in locating items.
  - For individuals with speech impairments: TDDs, computer terminals, speech synthesizers, and communication boards.
- c. Additionally, consistent with the Civil Rights Act of 1964, Title VI, the Title VI regulations, federal Executive Order 13166, and the NYS Human Rights Law, all subcontractors are required by law to take reasonable steps to provide meaningful access to limited English proficient persons. All aging services providers are obligated to provide reasonable, timely, and appropriate language assistance to the limited English proficiency (LEP) populations each serves.

**Mandated Action:**

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

**10. Reporting Requirements**

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

- i. **Monthly Program Reports**

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

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

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

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

- ii. **Monthly Fiscal Reports**

SCOFA Forms NPAG 2 (congregate), NPAG 3 (home-delivered), NPAG 4 and NPAG 5 are due the eighth day following month's end. NPAG 4 and 5 are to be signed in ink by the site manager where indicated. The forms listed above are found in the Policy and Procedure Manual (see Appendices).

- iii. **Demographics**

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

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

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

Size of Family Unit	100 % of Poverty Threshold (for IIC Nutrition Program(s))	150% of Poverty Threshold (for SNAP Program(s))
1	\$11,490/year	\$17,235/year
2	\$15,510/year	\$23,265/year

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

**c. Electronic Reporting**

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

## 11. Incident Reporting

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

## 12. Confidentiality

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

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

## 13. Promotions and Advertising

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

**Purchased with Federal Funding:**

Funding provided by the  
U.S. Dept. of Health and Human Services  
Through the New York State Office for the Aging  
and the  
Suffolk County Office for the Aging

**Purchased with State/County Funding:**

Funding provided by the  
New York State Office for the Aging  
through [the]\* Suffolk County [Office for the Aging]\*

- b. Any announcement of the program on radio or television must identify funding in the same manner.

\*[Omit the words that are not applicable.]

- c. The provisions of this paragraph shall prevail over any conflicting provisions of Article III Paragraph 20.

#### 14. Contributions

- a. The Contractor has the obligation to inform each recipient of the service of the opportunity to make a completely voluntary and anonymous contribution toward the cost of the service. Service may not be denied if a person is unable or unwilling to make a contribution. The Contractor must maintain an audit trail of all incoming contributions and make monthly reports of any contributions received. All contributions must be used to enhance services. All printed materials used for the program must include the sources of funding for the Program and must include the following information:

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

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

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

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

Contributions are welcomed and are used to expand this service.

#### 16. Monitoring

##### a. Financial Transactions

The Department's staff and staff of the New York State Office for the Aging may examine or review evidence regarding the existence, timing and classification of financial

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

**b. Program**

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

**17. Grievance Procedures**

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

**18. Certificate of Incorporation**

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

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**GENERAL FOOD SPECIFICATIONS**  
**FOOD SPECIFICATIONS FOR CYCLE MENUS**

Meat or Alternate

Meats - USDA Choice or Better

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

Vegetables and Fruits

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

All fresh fruits and fresh vegetables must be washed.

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

½ cup represents drained weight of fruits and vegetables

Frozen Vegetables - Grade A - Fancy (USDA)

Canned Vegetables - Grade A - Fancy (USDA)

Margarine - from liquid vegetable oil and fortified with Vitamin A

Bread/Alternate - whole grain or enriched

Instant Mashed Potatoes must be fortified with Vitamin C

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

Desserts

Gelatin - fortified with Vitamin C

Milk-based puddings used for pudding mix

Canned Fruits - Grade A - Fancy (USDA)

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

Frozen Fruits - Grade A - Fancy (USDA)

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

**End of Text for Article I**

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

**Town of Riverhead**

Technical Services Requirements  
Section IV

1. **Program Design**

**Menus**

Meals are planned by the Senior Cook to meet the 1/3 recommended dietary allowance, submitted to a SCOFA Dietician for approval, and then distributed in calendar form to the seniors. Requests for substitutions due to dietary/health restrictions are accommodated.

**ADA Compliance**

The Riverhead Senior Center was designed to meet the requirements set forth in the Americans with Disabilities Act. The 15,000 sq. ft. building is completely ground level, the walkways from the parking lot onto the sidewalk have cutouts in the curb for wheelchair access, doorways and bathrooms were built for handicapped and/or wheelchair accessibility, and there are wheelchair lifts in several of our vehicles.

**STAFFING**

**Senior Cook** - responsible for planning menus, supervising all kitchen staff, orders all food and supplies, maintains inventory, cooks (congregate and meals on wheels).

**Cooks** - Prepares meals for congregate and meals on wheels under supervision of Sr. Cook; Participates in food prep and clean-up.

**Food Service Worker** - Sets dining room, food prep for congregate and meals on wheels, serves lunch, cleans dining room and assists with kitchen clean-up.

**Drivers** - transport to and from Center, medical appointments, food shopping and special activities. Deliver meals on wheels to homebound.

**Senior Center Manager (Site Manager)** - plans and schedules all activities and events for congregate program, maintains all congregate records, registration cards and mandated reports, liaison between congregate participants and office.

**Assistant Senior Center Manager** - assists Center Manager as needed. PDS assessments for homebound, responsible for processing purchase orders and processing vouchers for department.

**Senior Citizen Aides** - assists in office with paperwork, planning activities and senior events, and offering assistance, information and referral to congregate and homebound seniors.

**Clerk Typist** - Answers phone, handles transportation routing and scheduling

**Congregate Meal Program**

A. **Food Service**

1. For over thirty years, the Town of Riverhead has offered residents of the town age 60 years and older, the opportunity to enjoy a hot noon meal cooked on-site Monday through Friday. In October 2002, the town built a new, 15,000 square foot state of the art senior center, which can comfortably accommodate 200 people in the dining room. The fully equipped kitchen has four convection ovens, two ten burner stoves, and four ovens. The department follows the Town's procurement policy as set forth in the General Municipal Law Section 103, relative to the formal bidding of food, supplies and equipment. Ample storage rooms for supplies and canned goods, and a walk-in freezer and refrigerator for frozen meats and vegetables, allow for bulk ordering, usually on a monthly basis.

2. It is not necessary to subcontract outside services; the town employs a full-time

**Technical Services Requirements**  
**Section IV**

kitchen staff consisting of a senior cook, two assistant cooks and two food service workers.

3. There is no anticipated future variation to our proposed program plan.

**B. Supportive Services**

In addition to the daily noon meal, the staff plans monthly activities and/or special events, which are printed in a monthly calendar and distributed to the senior residents in the community. These activities can include trips, dinner-dances, picnics, annual senior conference. (See sample included in this packet).

**C. Transportation**

Transportation to the Center, to food shopping, medical appointments, and special events is provided to all seniors who live within the environs of the town and are without transportation. A municipal garage department is responsible for the maintenance and/or repair of the 12 assorted vehicles assigned to the seniors' department. Four vehicles are used specifically for meals on wheels deliveries; takes approximately 1 1/2 hours to complete each of the four routes.

**D. Targeting**

In an ongoing effort to reach as many of the senior residents as possible, the department works cooperatively with the Office for Aging, medical offices, churches, civic groups, and other agencies within the town, to inform them of the programs and services available. Quarterly newsletters and monthly menus and activity calendars, are printed and distributed to places where seniors congregate, such as churches, stores, senior clubs, community centers, doctors' offices and hospitals. In an ongoing effort to 'get the word out' to the community, meetings are scheduled with other agencies, weekly and/or monthly press releases are sent and published in the community newspapers, and public service announcements are made on local radio stations. In addition, this year we have continued to coordinate with the local hospital and medical facilities to host monthly medical seminars, targeting those frail elderly and those at risk.

**E. Coordination**

By properly utilizing the PDS assessments, we are able to maintain a cohesive interaction with other agencies, and provide services without duplication. Within our organization, we routinely discuss and assess clients' needs, and brainstorm situations to produce the most beneficial outcome for each individual. The design of the office makes it convenient for all staff to process and share inquiries and information concerning clients in need of service. Networking with local doctors, hospital and outside agencies offers them the ability to share information and make referrals to us to follow-up.

**F. NAPIS Client Registration**

Beginning April 1 of each year, every congregate client is required to fill out the mandated registration (blue) card. All new cards are reviewed daily by the Site Manager, who is also responsible for inputting the information into SAMS. The Town provides all departments with computers; Windows XP Professional program is the operating system installed.

**Technical Services Requirements**  
**Section IV**

cont'd

**G. Other Resources**

Though the Riverhead Senior Center is housed in a separate building and located off premises from other town departments, we are still fortunate to be able to utilize the services provided by each individual department. General maintenance and repairs both inside and out of the center are taken care of by the Buildings and Grounds department; the town's Municipal Garage maintains and repairs our vehicles. For emergency situations, the Riverhead Police Department keeps a list of seniors with special needs; the Town's Supervisor office handles public notifications, and the Finance Department handles the accounting of expenses and revenue.

Available at all times in the office is a list of resources, referrals and contacts for other services and agencies which cater to the needs of senior citizens, such as Dominican Sisters, Respite, National Council on Aging, Suffolk Transit, Keyspan, etc. We also coordinate community service projects and activities with the Riverhead School District, utilize our own judicial system for community service workers who can assist with day to day operations, and use trained RSVP workers for exercise programs, etc.

**H. Contribution Policy**

Each person who receives a meal through our program is informed of the voluntary opportunity to contribute to the cost of the meal. Prior to receiving meals on wheels, each HDM client receives an explanation of our policies and procedures, both verbally and in writing, which states that all contributions are voluntary and anonymous. The meals on wheels driver gives the homebound participant an unmarked envelope each Thursday, which is then returned to the driver on Friday with the contents sealed and anonymous. For congregate participants, upon entering building a sign is posted stating that the suggested donation for lunch is 3.00. Participants can privately insert their daily contribution into a locked box which sits alone in the hallway. Envelopes are provided for anonymous contributions, but no one is denied a meal due to his or her inability or unwillingness to pay.

**3. Documentation** – the following documentation is included as enclosures in this packet:

1. Suffolk County Department of Health Services permit
2. Food Handlers certificate(s)
3. 6 week sample menu
4. One-month activity schedule
5. Notification to the Riverhead Fire Department
6. Applicable resumes

Technical Services Requirements  
Section IV

Home-Delivered Meal Program

**A. Food Service**

1. For over thirty years, the Town of Riverhead has offered residents of the town age 60 years and older, the opportunity to enjoy a hot noon meal cooked on-site Monday through Friday. In October 2002, the town built a new, 15,000 square foot state of the art senior center, which can comfortably accommodate 200 people in the dining room. The fully equipped kitchen has four convection ovens, two ten burner stoves, and four ovens. The department follows the Town's procurement policy as set forth in the General Municipal Law Section 103, relative to the formal bidding of food, supplies and equipment. Ample storage rooms for supplies and canned goods, and a walk-in freezer and refrigerator for frozen meats and vegetables, allow for bulk ordering, usually on a monthly basis.
2. It is not necessary to subcontract outside services; the town employs a full-time kitchen staff consisting of a senior cook, two assistant cooks and two food service workers.
3. There is no anticipated future variation to our proposed program plan.

**B. Supportive Services**

In addition to the daily noon meal, the staff plans monthly activities and/or special events, which are printed in a monthly calendar and distributed to the senior residents in the community. These activities can include trips, dinner-dances, picnics, annual senior conference. (See sample included in this packet).

**C. Targeting**

In an ongoing effort to reach as many of the senior residents as possible, the department works cooperatively with the Office for Aging, medical offices, churches, civic groups, and other agencies within the town, to inform them of the programs and services available. Networking with the local hospital, medical facilities and doctors' offices often provide us with new referrals, and allows us a means to distribute our informational brochure to frail elderly and homebound seniors.

**D. Coordination**

By properly utilizing the PDS assessments, we are able to maintain a cohesive interaction with other agencies, and provide services without duplication. Within our organization, we routinely discuss and assess clients' needs, and brainstorm situations to produce the most beneficial outcome for each individual. The design of the office makes it convenient for all staff to process and share inquiries and information concerning clients in need of service. Networking with local doctors, hospital and outside agencies offers them the ability to share information and make referrals to us to follow-up.

**E. NY Comprehensive Assessment AFM Form (COMPASS)**

Client assessments are completed on all seniors who request meals on wheels. Following the initial request and/or referral for placement in the homebound program, an intake form is filled out over the phone and a visit to the home is scheduled to complete

**Technical Services Requirements**  
**Section IV**

cont'd

the PDS and determine eligibility. Unless deemed an emergency, meals are initiated only after the full assessment is completed and on-file in the office. In most situations, the assessment is completed within 24 hours, and then input into the computer in compliance with the requirements set forth by SCOFA.

**G. Other Resources**

Though the Riverhead Senior Center is housed in a separate building and located off premises from other town departments, we are still fortunate to be able to utilize the services provided by each individual department. General maintenance and repairs both inside and out of the center are taken care of by the Buildings and Grounds department; the town's Municipal Garage maintains and repairs our vehicles. For emergency situations, the Riverhead Police Department keeps a list of seniors with special needs; the volunteer Fire Department and Ambulance Corps respond to alarm and emergency calls; the Town's Supervisor office handles notifications to the public, and the Finance Department handles the accounting of expenses and revenue.

Available at all times in the office is a list of resources, referrals and contacts for other services and agencies which cater to the needs of senior citizens, such as Dominican Sisters, Respite, National Council on Aging, Suffolk Transit, Keyspan, etc. We also coordinate community service projects and activities with the Riverhead School District, utilize our own judicial system for community service workers who can assist with day to day operations, and use trained RSVP workers for exercise programs, etc.

**H. Contribution Policy**

Each person who receives a meal through our program is informed of the voluntary opportunity to contribute to the cost of the meal. Prior to receiving meals on wheels, each HDM client receives an explanation of our policies and procedures, both verbally and in writing, which states that all contributions are voluntary and anonymous. The meals on wheels driver gives the homebound participant an unmarked envelope each Thursday, which is then returned to the driver on Friday with the contents sealed and anonymous.

**3. Documentation** – the following documentation is included as enclosures in this packet:

7. Suffolk County Department of Health Services permit
8. Food Handlers certificate(s)
9. 6 week sample menu
10. One-month activity schedule
11. Notification to the Riverhead Fire Department
12. Applicable resumes

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

**Town of Riverhead**



Judy Doll  
Director

Riverhead Senior Citizen Services  
200 Howell Avenue  
Riverhead, New York 11901

Sue McEvoy  
EISEP Coordinator

Debbie Schwarz  
Site Manager

(631) 722 - 4444 ext. 241

February 4, 2013

Ms. Joanne Kandell, Principal Accountant  
Suffolk County Department for Aging  
100 Veterans Memorial Highway POB 6100  
Hauppauge, New York 11788

Re: SNAP 4/1/13- 3/31/14

Dear Ms. Kandell:

The Town of Riverhead would like to extend the SNAP contract with Suffolk County Office for Aging, for the April 1, 2013 through March 31, 2014 fiscal year. The SNAP funding enables us to provide nutritionally balanced hot noontime meals to our congregate clients and homebound seniors Monday through Friday.

Beginning April 1, congregate clients will be re-registered and all individual data subsequently entered/updated in SAMS 2000 computer program, using NAPIS (National Aging Programs Information System). All home delivered clients are required to undergo individual assessments, and with the assistance of a staff assessor, will annually complete a NY Comprehensive AFM Form. Keeping in compliance with SCOFA rules and regulations, data on all new registrants will be entered into the computer by the 12<sup>th</sup> of each month.

In an ongoing effort to reach low income, isolated seniors, minorities and the frail and disabled, we continue to reach out to both church groups and local news media and television stations to help 'spread word' on the services we offer. To accommodate foreign speaking seniors, we are contracting with Propio Language Services to help us with multi-language translations. The staff is aware that language assistance is available as a free service to any senior client who is in need of this assistance.

We continue to foster a close working relationship with the town's recreation department, which again enables us to outreach to the *entire* community through Recreation's marketing budget, a feat which we were unable to achieve alone. Together, we hope to reach all populations of the town and in turn, achieve a marked increase in program participation and services.

The projection for donations during the 2013-2014 fiscal year is estimated at \$20,000 for congregate and \$20,000 for Home Delivered Meals.

Should you have any questions, please do not hesitate to contact me at (631)722-4444 ext. 241, or by fax at (631)722-8761. Thank you.

Sincerely,

Judy Doll  
Senior Programs Director

**Article IA  
Grievance Procedures**

**1. Purpose**

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

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

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

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

**3. Grievance Process**

a. Filing of grievances must follow the following process:

i. Participants must submit their grievances in writing to Aging's Program Administrator.

ii. The grievance should be filed within thirty (30) days of denial, reduction or termination of services, or of the event or circumstances with which the participant is dissatisfied. Aging's Program Administrator may grant an extension for good cause shown.

iii. The grievance should be filed on the form approved by Aging, which shall include a written statement setting forth in detail the date, time and circumstances that are the basis of the complaint.

**b. Investigation and Response to Grievance:**

i. The designated reviewer who performs the initial review shall investigate the grievance, including, as appropriate, meeting with the grievant and other persons involved in the action(s) complained of or in the denial of services.

ii. The reviewer shall review all pertinent facts and/or documents, and shall determine whether the agency action was made in accordance with lawful procedures (that is, consistent with applicable OAA and or State laws, regulations and policies) and supported by the facts.

iii. The designated reviewer shall prepare and send a written response to the grievant and to Aging's Director within fifteen (15) days after the grievance is filed. The response shall set forth the circumstances relating

to the grievance, the action requested by the grievant, the findings of the reviewer, a proposed remedial action, if any, and reason(s) for and facts relied on in the determination.

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

**c. Appeal of Initial Response/Decision:**

- i.** The grievant may initiate a request for subsequent review by Aging's Director within twenty (20) calendar days following receipt of notification by the Program Administrator of the decision.
- ii.** Aging's Director shall request copies of the initial file on the complaint in question. Aging's Director will review the materials to ensure that pertinent policies and procedures have been applied and followed. If appropriate, Aging's Director or his/her designee will meet with the older person to allow the grievant an opportunity to present information about the grievance.
- iii.** If the policies and procedures have been adhered to, Aging's Director will not overturn the decision of the Program

**4. Record Keeping**

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

**5. Confidentiality**

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

## Article II Definitions

### 1. Meanings of Terms

As used herein:

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

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

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

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

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

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

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

“**Event of Default**” means

- a. the Contractor’s failure to perform any duty required of it under paragraphs 1(b)-(e) of **Article III** of the Contract; or
- b. the Contractor’s failure to maintain the amount and types of insurance with an authorized insurer as required by the Contract; or
- c. the Contractor’s failure to maintain insurance required by the Contract with an insurer that has designated the New York Superintendent of Insurance as its lawful agent for service of process; or
- d. the Contractor’s failure to comply with any Federal, State or local law, rule, or regulation, and County policies or directives; or
- e. the Contractor’s bankruptcy or insolvency; or

f. the Contractor’s failure to cooperate in an Audit of Financial Statements; or

g. the Contractor’s falsification of records or reports, misuse of funds, or malfeasance or nonfeasance in financial record keeping arising out of, or in connection with, any contract with the County; or

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

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

j. any condition that the County determines, in its sole discretion, is dangerous.

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

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

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

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

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

“**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.

**End of Text for Article II**

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

**1. Contractor Responsibilities**

**a. Duties and Obligations**

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

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

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

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

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

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

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

**c. Notifications**

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

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

**d. 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

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.

**e. 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.

**f. 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.

product, the Certificate of Authorization ("Certificate"), issued pursuant to § 7210 of the New York Education Law. The failure to file, submit, or maintain the Certificate shall be grounds for rejection of any engineering work product submitted for approval.

**2. Termination**

**a. Thirty Days Termination**

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

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

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

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

**c. Termination Notice**

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

**d. Duties upon Termination**

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

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

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

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

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

**3. Indemnification and Defense**

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

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

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

**4. Insurance**

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

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

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

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

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

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

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

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

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

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

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

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

5. **Independent Contractor**

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

6. **Severability**

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

7. **Merger; No Oral Changes**

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

8. **Set-Off Rights**

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

9. **Non-Discrimination in Services**

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

i.) deny any individual the Services provided pursuant to the Contract; or

ii.) provide the Services to an individual that is different, or provided in a different

manner, from those provided to others pursuant to the Contract; or

iii.) subject an individual to segregation or separate treatment in any matter related to the individual's receipt of the Services provided pursuant to the Contract; or

iv.) restrict an individual in any way from any advantage or privilege enjoyed by others receiving the Services provided pursuant to the Contract; or

v.) treat an individual differently from others in determining whether or not the individual satisfies any eligibility or other requirements or conditions which individuals must meet in order to receive the Services provided pursuant to the Contract.

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

i.) the Services to be provided; or

ii.) the class of individuals to whom, or the situations in which, the Services will be provided; or

iii.) the class of individuals to be afforded an opportunity to receive the Services.

**10. Nonsectarian/Nonpartisan Declaration**

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

**11. Governing Law**

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

**12. No Waiver**

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

force and effect, notwithstanding any such failure or forbearance.

**13. Conflicts of Interest**

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

**14. Cooperation on Claims**

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

**15. Confidentiality**

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

**16. Assignment and Subcontracting**

a. The Contractor shall not delegate its duties under the Contract, or assign, transfer, convey, subcontract, sublet, or otherwise dispose of the Contract, or any of its right, title or interest therein, or its power to execute the Contract, or assign all or any portion of the monies that may be due or become due hereunder, (collectively referred to in this paragraph 16 as "Assignment"), to any other person, entity or thing without the prior written consent of the County, and any attempt to do any of the foregoing without such consent shall be void ab initio.

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

**17. Changes to Contractor**

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

i.) if the Contractor is a partnership, the withdrawal or change, whether voluntary, involuntary or by operation of law, of the partners, or transfer of partnership interests (other than the purchase of partnership interests by existing partners, by the partnership itself or the immediate family members by reason of gift, sale or devise), or the dissolution of the partnership without immediate reconstitution thereof, and

ii.) if the Contractor is a closely held corporation (i.e. whose stock is not publicly held and not traded through an exchange or over the counter):

1. the dissolution, merger, consolidation or other reorganization of the Contractor; and

2. the sale or other transfer of twenty percent (20%) or more of the shares of the Contractor (other than to existing shareholders, the corporation itself or the immediate family members of shareholders by reason of gift, sale or devise).

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

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

i.) the proposed effective date of the Permitted Transfer, which shall not be less than thirty (30) days nor more than one hundred eighty (180) days after the date of delivery of the Transfer Notice;

ii.) a summary of the material terms of the proposed Permitted Transfer;

iii.) the name and address of the proposed transferee;

iv.) such information reasonably required by the County, which will enable the County to determine the financial responsibility, character, and reputation of the proposed transferee, nature of the proposed assignee/transferee's business and experience;

v.) all executed forms required pursuant to Article IV of the Contract, that are required to be submitted by the Contractor; and

vi.) such other information as the County may reasonably require.

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

e. Notwithstanding the County's consent,

i.) the terms and conditions of the Contract shall in no way be deemed to have been waived or modified; and

ii.) such consent shall not be deemed consent to any further transfers.

**18. No Intended Third Party Beneficiaries**

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

**19. Certification as to Relationships**

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

**20. Publications**

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

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

**21. Copyrights and Patents**

**a. Copyrights**

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

**b. Patents**

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

**22. Arrears to County**

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

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

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

**24. Record Retention**

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

which are subject to nondisclosure agreements, trade secrets and commercial information or financial information that is privileged or confidential. Without limiting the generality of the foregoing, records directly related to contract expenditures shall be kept for a period of ten (10) years because the statute of limitations for the New York False Claims Act (New York False Claims Act § 192) is ten (10) years.

**25. Notice**

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

**End of Text for Article III**

**Article IV**  
**Financial Terms and Conditions**

procedures as set forth by the Suffolk County Department of Audit and Control.

**1. General Payment Terms**

**c. Payment by County**

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

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

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

**d. Final Voucher**

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

**b. Voucher Documentation**

The Suffolk County Payment Voucher shall list all information regarding the Services and other items for which expenditures have been or will be made in accordance with the Contract. Either upon execution of the Contract (for the Services already rendered and expenditures already made), or not more than thirty (30) days after the expenditures were made, and in no event after the 31<sup>st</sup> day of January following the end of each year of the Contract, the Contractor shall furnish the County with detailed documentation in support of the payment for the Services or expenditures under the Contract, e.g., dates of the Service, worksite locations, activities, hours worked, pay rates for all Services. The Suffolk County Payment Voucher shall include time records, certified by the Contractor as true and accurate, of all personnel for whom expenditures are claimed during the period. All Suffolk County Payment Vouchers must bear a signature as that term is defined pursuant to New York State General Construction Law §46 by duly authorized persons. Disbursements made by the Contractor in accordance with the Contract and submitted for reimbursement must be documented and must comply with accounting

**2. Contract Subject to Appropriation of Funds**

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

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

**i.)** determine how to pay for the Services;

**ii.)** determine future payments to the Contractor; and

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

**c.** The County may, during the Term, impose a Budget Deficiency Plan. In the event that a Budget Deficiency Plan is imposed, the County shall promptly notify the Contractor in

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

**3. 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.

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.

**4. Audit**

a. All payments made under the Contract are subject to audit by the Comptroller pursuant to Article V of the Suffolk County Charter. The Contractor further agrees that the Comptroller

and the Department shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transactions or other records relating to Services. 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. If there is no response, or if satisfactory repayments are not made, the County may recoup overpayments from any amounts due or becoming due to the Contractor from the County under the Contract or any other Fund Source.

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

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

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

b. The Contractor agrees to maintain its accounts in the performance of the Contract in accordance with generally accepted accounting principles, and as may otherwise be directed by the Comptroller.

c. The Contractor agrees to retain all accounts, records and other documents relevant to the Contract for six (6) years after final payment.

d. All payments made under the Contract are subject to audit by the Comptroller. 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, the Contractor shall repay the

amount of such overpayment by check to the order of the Suffolk County Treasurer.

**6. Budget Modification/Revision**

**a. Budget Modification**

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

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

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

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

**b. 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.

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

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

**c. 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.

**7. 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 IV, the County shall not be limited in requesting such additional financial information it deems reasonable.

**8. Financial Statements and Audit Requirements**

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

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

- i.) a current license issued by the New York State Education Department;
- ii.) sufficient auditing experience in the nonprofit, governmental or profit-making areas, as applicable; and
- iii.) a satisfactory peer review issued within not more than three (3) years prior to the date when the Auditor was selected to conduct the audit.

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

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

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

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

g. These requirements do not preclude the County, the Comptroller, or their authorized representatives, or Federal or State auditors from

auditing all records of the Contractor. Therefore, the records of the Contractor must be made available to authorized representatives of Federal, State and County government for that purpose.

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

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

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

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

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

i.) The Contractor shall follow the general practices that are designed to obtain furniture, fixtures, equipment, materials, or supplies at the most reasonable price or cost possible.

ii.) The County reserves the right to purchase or obtain furniture, fixtures, equipment, materials, or supplies for the Contractor in accordance with the programmatic needs of the Contract. If the County exercises this right, the amount budgeted for the items so purchased or obtained by the County for

the Contractor shall not be available to the Contractor for any purpose whatsoever. Title to any such items purchased or otherwise obtained by the County for the programs encompassed by the Contract and entrusted to the Contractor, shall remain in the County.

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

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

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

Upon the termination or expiration of the Contract or any renewal thereof, the discontinuance of the business of the Contractor, the failure of the Contractor to comply with the terms of the Contract, the bankruptcy of the Contractor, an assignment for the benefit of its creditors, or the failure of the Contractor to satisfy any judgment against it within thirty (30) days of filing of the judgment, the County shall have the right to take title to and possession of all furniture, removable fixtures, equipment, materials, and supplies 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 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.

**10. 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.

**11. 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.

**12. Miscellaneous Fiscal Terms and Conditions**

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

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

**b. Duplicate Payment from Other Sources**

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

**c. Funding Identification**

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

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

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

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

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

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

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

**e. Potential Revenue**

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

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

Payments under the Contract may be subject to and contingent upon continued funding by State and/or Federal agencies. In such event, no payment shall be made until the Contractor submits 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 that the Budget, to the extent applicable, lists all personnel and/or all other costs of the Services.

**i. Payment of Claims**

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

County set forth on the first page of the Contract.

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

The Contractor agrees that if, for any reason whatsoever, the Contractor shall spend during the Term for the purposes set forth in the Contract an amount less than, or receive amounts more than, provided in the Budget, the total cost of the Contract shall be reduced to the net amount of 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 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 II, the County shall have available to it all rights and remedies under the Contract and at law and equity

**13. Specific Payment Terms and Conditions**

Rate Information Follows

**Town of Riverhead**  
**RATE PAGE**  
**Supplemental Nutrition Assistance Program**  
**April 1, 2013 - March 31, 2014**

**CONGREGATE MEALS**

**\$4.79**

**HOME DELIVERED MEALS**

**\$6.76**

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

**End of Text for Article IV**

**Article V**  
**Suffolk County Legislative Requirements**

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

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

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

**Required Form:**

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

**2. Living Wage Law**

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

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

**Required Forms:**

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

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

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

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Article I of Chapter 803 of the Suffolk County Code. County Contractors (as defined by section 803-2) shall comply with all requirements of Chapter 803 of the Suffolk County Code, including the following prohibitions:

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

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

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

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

**Required Form:**

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

**4. Lawful Hiring of Employees Law**

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

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

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

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

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

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

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

**Required Forms:**

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

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

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

**5. Gratuities**

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

The Contractor represents and warrants that it has not offered or given any gratuity to any official, employee or agent of the County or the State or of any political party, with the purpose or intent

of securing an agreement or securing favorable treatment with respect to the awarding or amending of an agreement or the making of any determinations with respect to the performance of an agreement.

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

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

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

**7. Child Sexual Abuse Reporting Policy**

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

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

**8. Non Responsible Bidder**

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

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

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

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

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

**10. Youth Sports**

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

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

**11. Work Experience Participation**

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

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

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

End of Text for Article V

### Appendices

1. Public Disclosure - not applicable – see cover page
2. Living Wage
3. Union Certification
4. Lawful Hiring
5. Certification Regarding Lobbying
6. Comptroller's Rules
7. Statement of Other Contracts
8. Summary

### S. C. Office for the Aging Appendices

1. Policy & Procedure Manuals – Congregate & Home-Delivered Meals  
(considered part of the Contract – not attached)
2. Technical Assistance Packet (considered part of the Contract – not attached)
3. Legal Holidays Schedule
4. Project Menu Plan

**CONSUMER AFFAIRS – LOCAL LAW COMPLIANCE UNIT**

**NOTICE OF APPLICABILITY  
OF LIVING WAGE LAW**

Living Wage Law, Suffolk County Code, Chapter 347 (2001)

**To Be Completed By The Local Law Compliance Unit**

**DATE:** March 15, 2013

**TO:** Ellen D. Frankino, S. C. Dept. of Aging

**FROM:** Brenda Rosenberg, Director

**TELEPHONE #:** 853-5630

**VENDOR #:** 11-6001935

**BID #:** SNAP

You are hereby notified that the response from Town of Riverhead has been evaluated by the *Living Wage* Unit of the Suffolk County Department of Labor, Licensing & Consumer Affairs.

We find:

  X   The documents submitted with this contract/proposal are complete and conform to the requirements of the *Living Wage* Law (Local Law #12-2001). The Awarding Agency may proceed with the normal and customary procedure for administering contracts.

       The documents submitted with this contract/proposal are not complete, or do not conform to the requirements of the *Living Wage* Law (Local Law #12-2001).

Employers who fail to submit documents or information required to demonstrate compliance with the Law shall be deemed non-responsive and subject to disqualification.

If the employer is presently under contract, the contractor shall be deemed non-compliant and the appeals process shall be made available to said employer (Chapter 347-5 A & B).

04.16.13  
130327

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 327**

**APPROVES CHAPTER 90 APPLICATION OF  
FORGOTTEN FRIENDS OF LONG ISLAND INC.**

**(Spring Craft Fair at Garden of Eve Organic Farm – May 18<sup>th</sup>, 2013)**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, on April 8, 2013, Forgotten Friends of Long Island Inc. submitted a Chapter 90 Application for the purpose of conducting a “Spring Craft Fair” to be held at the Garden of Eve Organic Farm located at 4558 Sound Avenue, Riverhead, New York, to craft sales and sale of food products on Saturday, May 18<sup>th</sup>, 2013 between the hours of 10:00 a.m. and 5:00 p.m., having a rain date of Sunday, May, 19, 2013; and

**WHEREAS**, Forgotten Friends of Long Island Inc. has completed and filed a Short Environmental Assessment Form in accordance with 6 NYCRR 617.6(b); and

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

**WHEREAS**, due to its not-for-profit status, the applicant has requested the Chapter 90 Application fee be waived; 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 for the purpose of conducting a “Spring Craft Fair” to be held at the Garden of Eve Organic Farm located at 4558 Sound Avenue, Riverhead, New York, to craft sales and sale of food products on Saturday, May 18<sup>th</sup>, 2013 between the hours of 10:00 a.m. and 5:00 p.m., having a rain date of Sunday, May, 19, 2013, is hereby approved; and be it further

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

- Receipt of required Suffolk County Department of Health permit(s), including the food handling permit(s); and be it further
- Receipt of required Public Gathering/Emergency Medical Services (EMS) information;

**RESOLVED**, that any tent installations, including the obtainment of any necessary tent permits, and all electric shall comply with the applicable requirements of the NFPA Life Safety Code (NFPA 101), the NFPA Temporary Membrane Structures/Tents (NFPA 102) and the Fire Code of New York State and the Building Code of New York State; and be it further

**RESOLVED**, that a fire safety inspection by the Town Fire Marshal is required prior to the opening of this event to the public and 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 no parking shall be permitted along the roadway or on the farm lots located on the south side of Sound Avenue; and be it further

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

**RESOLVED**, that the Town Clerk is hereby authorized to forward a copy of this resolution to Forgotten Friends of Long Island Inc., P.O. Box 710, Plainview, NY, 11803; and be it further

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

**THE VOTE**

Giglio Yes No      Gabrielsen Yes No

Wooten Yes No      Dunleavy Yes No

Walter Yes No

The Resolution Was  Thereupon Duly Declared Adopted

04.16.13  
130328

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 328**

**RELEASES MAINTENANCE SECURITY OF C.T.R. DEVELOPMENT LLC IN CONNECTION WITH THE SUBDIVISION ENTITLED "DEMCHUK ESTATES" (ONE YEAR MAINTENANCE SECURITY)**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

**WHEREAS**, by Resolution #434 adopted on June 5, 2012, the Riverhead Town Board accepted the offer of dedication of the roads and drainage area(s) in the subdivision entitled, "Demchuck Estates"; and

**WHEREAS**, in accordance with the aforementioned resolution, C.T.R. Development, LLC had posted People's United Bank Irrevocable Letter of Credit No. 100370 in the amount of \$171,666.67, representing a one-year maintenance security; and

**WHEREAS**, by electronic communication from George Woodson, Highway Superintendent, dated March 7, 2013, it has been determined that the improvements within said subdivision appear in satisfactory condition and it is further recommended that the one-year maintenance bond may now be released.

**NOW THEREFORE BE IT RESOLVED**, the Town Board of the Town of Riverhead hereby releases People's United Bank Irrevocable Letter of Credit No. 100370 in the amount of \$171,666.67, representing the one-year maintenance security posted in connection with the subdivision entitled, "Demchuk Estates"; and be it further

**RESOLVED**, that the Town Clerk is hereby authorized to forward a copy of this resolution to Michael R. Strauss, Esq., 1303 Main Street, Suite 4, Port Jefferson, New York, 11777 and People's United Bank, 100 Motor Parkway, Sixth Floor, Suite 160, Hauppauge, New York, 11788 , Attn: Sandra Victor, V.P., Loan Workout and Recovery; and be it further

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 329

**RELEASES MAINTENANCE SECURITY OF BHG DEVELOPMENT CORP. AND  
WHITFORD DEVELOPMENT CORP. LLC IN CONNECTION WITH THE  
SUBDIVISION ENTITLED "FEDUN ESTATES"  
(ONE YEAR MAINTENANCE SECURITY)**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, by Resolution #436 adopted on June 5, 2012, the Riverhead Town Board accepted the offer of dedication of the roads and drainage area(s) in the subdivision entitled, "Fedun Estates"; and

**WHEREAS**, in accordance with the aforementioned resolution, BHG Development Corp. and Whitford Development Corp. had posted People's United Bank Irrevocable Letter of Credit No. 100366 in the amount of \$233,333.33, representing a one-year maintenance security; and

**WHEREAS**, by electronic communication from George Woodson, Highway Superintendent, dated March 7, 2013, it has been determined that the improvements within said subdivision appear in satisfactory condition and it is further recommended that the one-year maintenance bond may now be released.

**NOW THEREFORE BE IT RESOLVED**, the Town Board of the Town of Riverhead hereby releases People's United Bank Irrevocable Letter of Credit No. 100366 in the amount of \$233,333.33, representing the one-year maintenance security posted in connection with the subdivision entitled, "Fedun Estates"; and be it further

**RESOLVED**, that the Town Clerk is hereby authorized to forward a copy of this resolution to Michael R. Strauss, Esq., 1303 Main Street, Suite 4, Port Jefferson, New York, 11777 and People's United Bank, 100 Motor Parkway, Sixth Floor, Suite 160, Hauppauge, New York, 11788 , Attn: Sandra Victor, V.P., Loan Workout and Recovery; and be it further

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 330

**AUTHORIZING THE SETTLEMENT OF THE LITIGATION  
WITH PITTSBURGH TANK & TOWER CO., INC.**

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

**WHEREAS**, the Town of Riverhead Water District has commenced an action against Pittsburgh Tank & Tower Co., Inc., (Suffolk County Supreme Court Index No. 09-29146) seeking indemnification from the defendant, with respect to a judgment against the Town; and

**WHEREAS**, the defendant has agreed to settle the Town's claim for the sum of Four Hundred Fifty-Five Thousand (\$455,000.00) Dollars; and

**WHEREAS**, the proposed settlement is favorable to the Town, and in light of the costs and attendant uncertainties of litigation, it is in the best interest of the Town to accept the settlement proposal.

**NOW, THEREFORE BE IT RESOLVED** that the Town Board of the Town of Riverhead hereby accepts the proposed settlement; and it is further

**RESOLVED**, that the Supervisor is hereby authorized to sign the Settlement Agreement attached hereto on behalf of the Town, as well as any other documents necessary to effectuate the settlement of this matter; and it is further

**RESOLVED**, that the Town Clerk is hereby directed to forward a copy of this resolution to JeanMarie Gunderson, Esq., at Smith, Finkelstein, Lundberg, Isler & Yakaboski, LLP., 456 Griffing Avenue, Riverhead, New York 11901, and Christopher Lochner, Esq., at Morenus, Conway, Goren & Brandman, 58 South Service Road, Suite 350, Melville, New York 11747; and it is further

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

04.16.13  
130331

WITHDRAWN

**TOWN OF RIVERHEAD**

**Resolution # 331**

**APPROVES CHAPTER 90 APPLICATION OF THE SURVIVAL RACE, LLC**  
**(May 4<sup>th</sup> and 5<sup>th</sup>, 2013)**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, on March 19, 2013, James Villepigue of Survival Race, LLC, submitted a Chapter 90 Application for the purpose of conducting a family focused 5K Run, obstacle course and Mud Run to be held at the Cornell Cooperative Extension of Nassau County property a/k/a 4-H Camp, located at 3186 Sound Avenue, Riverhead, New York, on Saturday, May 4, 2013 and Sunday, May 5, 2013, between the hours of 9:00 a.m. and 3:00 p.m.; and

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

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

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

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

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

**NOW THEREFORE BE IT RESOLVED**, that Town Board 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 James Vullepigue of Survival Race, LLC for the purpose of conducting a family focused 5K Run, obstacle course and Mud Run to be held at the Cornell Cooperative Extension of Nassau County property a/k/a 4-H Camp, located at 3186 Sound Avenue, Riverhead, New York, on Saturday, May 4, 2013 and Sunday, May 5, 2013, between the hours of 9:00 a.m. and 3:00 p.m., is

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

**RESOLVED**, that this approval is subject to a Certificate of Insurance containing adequate liquor liability insurance limits to be received **no later than April 30, 2013;** 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 Clerk is hereby authorized to forward a copy of this resolution to James Villepigue, 3080 Route 112, Suite D, Medford, New York, 11763; and be it further

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

#### **THE VOTE**

Giglio  Yes  No

Gabrielsen  Yes  No

Wooten  Yes  No

Dunleavy  Yes  No

Walter  Yes  No

The Resolution Was  Thereupon Duly Declared **WITHDRAWN**

TOWN OF RIVERHEAD

Resolution # 332

PAYS BILLS

Councilman Wooten offered the following resolution,  
which was seconded by Councilman Gabrielsen

ABSTRACT #15-12 April 11, 2013 (TBM 4/16/13)				
FUND NAME		Ckrun Total		GRAND TOTALS
GENERAL FUND	1	\$ 121,400.87		\$ 121,400.87
POLICE ATHLETIC LEAGUE	4	\$ 1,098.45		\$ 1,098.45
RECREATION PROGRAM FUND	6	\$ 1,863.00		\$ 1,863.00
CHILD CARE CENTER BUILDING FUN	9	\$ 53.38		\$ 53.38
MULTI YEAR OPERATING GRANT FUN	99	\$ 5,600.00		\$ 5,600.00
HIGHWAY FUND	111	\$ 34,610.24		\$ 34,610.24
WATER DISTRICT	112	\$ 44,093.42		\$ 44,093.42
RIVERHEAD SEWER DISTRICT	114	\$ 62,202.73		\$ 62,202.73
REFUSE & GARBAGE COLLECTION DI	115	\$ 657.68		\$ 657.68
STREET LIGHTING DISTRICT	116	\$ 47,964.49		\$ 47,964.49
PUBLIC PARKING DISTRICT	117	\$ 20.58		\$ 20.58
BUSINESS IMPROVEMENT DISTRICT	118	\$ 49,300.00		\$ 49,300.00
AMBULANCE DISTRICT	120	\$ 1,974.33		\$ 1,974.33
EAST CREEK DOCKING FACILITY FU	122	\$ 193.11		\$ 193.11
CALVERTON SEWER DISTRICT	124	\$ 3,349.06		\$ 3,349.06
RIVERHEAD SCAVANGER WASTE DIST	128	\$ 17,320.68		\$ 17,320.68
RISK RETENTION FUND	175	\$ 8,992.49		\$ 8,992.49
MAIN STREET REHAB PROGRAM	177	\$ 1,278.75		\$ 1,278.75

THE VOTE

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

The Resolution Was  Thereupon Duly Declared Adopted

04.16.13  
130333

ADOPTED

TOWN OF RIVERHEAD

Resolution # 333

**AWARDS REQUEST FOR PROPOSAL FOR  
YOUNGS AVENUE LANDFILL POST CLOSURE INSPECTIONS. TESTING AND  
REPORTING ACTIVITIES AND AUTHORIZES SUPERVISOR TO EXECUTE AN  
AGREEMENT FOR SUCH SERVICES**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, in order to comply with the approved New York State Department of Environmental Conservation post closure plan for the Youngs Avenue Landfill and to re-affirm the Town of Riverhead commitment to comply with all requirements and scheduled activities as outlined in the NYS DEC approved post closure maintenance and monitoring plan (PCMMP), the Town solicited requests for proposals for professional engineering firms for services related to the required inspections, testing and reporting activities to comply with the Town's post closure plan; and .

**WHEREAS**, pursuant to Resolution # 137 adopted on February 20, 2013, the Requests for Proposals were made available in the Office of the Town Clerk and on the Town of Riverhead website: [www.townofriverheadny.gov](http://www.townofriverheadny.gov) on February 22, 2013 and due in the Office of the Town Clerk on March 15, 2013 by 4:00 pm; and

**WHEREAS**, six (6) responses to the Request for Proposals were received in the Office of the Town Clerk, 200 Howell Avenue, Riverhead, New York on March 15, 2013 within the time parameters set forth above; and

**WHEREAS**, a committee, comprised of a representative from the following offices and/or departments: Engineering Department, Town Board, Office of the Supervisor, and Office of the Town Attorney, reviewed and evaluated each of the six proposals based upon the criteria set forth in the specifications; and

**WHEREAS**, after serious consideration and evaluation, the committee determined that the proposal submitted by PWGC Strategic Environmental Engineering Solutions best met the criteria set forth in the request for proposals and an award to PWGC is in the best interests of the Town, subject to a formal agreement between Town and PWGC detailing the services and costs related to the services, provision requiring strict adherence to NYSDEC procedures, protocols and schedules for inspections, testing, and submission of reports with penalty for failure to meet and adhere to such procedures, protocols, and schedules; and, finally, such other provisions as deemed appropriate by the Office of the Town Attorney.

**NOW THEREFORE BE IT RESOLVED**, that the Request for Proposals for

professional engineering services related to the required inspections, testing and reporting activities to comply with the Town's post closure plan be and is hereby awarded to PWGC in the amount not to exceed \$64,306.90 subject to a formal agreement between Town and PWGC detailing the services and costs related to the services, provision requiring strict adherence to NYSDEC procedures, protocols and schedules for inspections, testing, and submission of reports with penalty for failure to meet and adhere to such procedures, protocols, and schedules; and, finally, such other provisions as deemed appropriate by the Office of the Town Attorney; and be it further

**RESOLVED**, in addition to the provision(s) set forth in an agreement between the Town and PWGC requiring strict adherence to NYSDEC procedures, protocols and schedules for inspections, testing, and submission of reports as described above, in the event that PWGC failures to meet or adhere to NYSDEC procedures, protocols or schedules, the Town Board hereby expressly reserves its right to immediately terminate the contract and award to the second most qualified firm; and be it further

**RESOVLED**, that the Town Board be and does hereby authorize the Supervisor to execute any documents or agreements with PWGC to effectuate the terms of the specifications; and be it further

**RESOLVED**, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to Ken Testa, P.E., PWGC, Attention: Andrew Lockwood, , 630 Johnson Avenue, Suite 7, Bohemia, NY 11716, Office of the Town Attorney and the Office of Accounting; and be it further

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

On a motion by Councilman Dunleavy, seconded by Councilman Wooten, resolution #333 was TAKEN OFF THE FLOOR

YES – 5 Giglio, Gabrielsen, Wooten, Dunleavy, Walter

NO – 0

Immediately followed by the motion to ADOPT

### THE VOTE

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

The Resolution Was  Thereupon Duly Declared Adopted