

**MAY 2, 2017**

**RESOLUTION LIST**

- Res. #304    General Fund – Police Budget Adjustment**
- Res. #305    2013 Millbrook Gables Playground Budget Adjustment**
- Res. #306    Designates Additional Financial Institutions as Official Depositories for Town Funds**
- Res. #307    SEQRA Resolution Regarding Application for Suffolk County Downtown Revitalization Round 15 Funding for Parking Lot Repair**
- Res. #308    Supports and Endorses Pursuit of Suffolk County Downtown Revitalization Round 15 Funding for Downtown Parking Lot**
- Res. #309    SEQRA Resolution Regarding Application for Suffolk County Downtown Revitalization Round 15 Funding for LED Street Lights**
- Res. #310    Supports and Endorses Pursuit of Suffolk County Downtown Revitalization Round 15 Funding for Downtown Jamesport Lights**
- Res. #311    Accepts the Retirement of a Wastewater Treatment Plant Operator II (Warren Alexander)**
- Res. #312    Accepts the Retirement of a Senior Water Treatment Plant Operator IB (Michael Benedict)**
- Res. #313    Accepts Resignation of Member from the Architectural Review Board (Gary Jacquemin)**
- Res. #314    Accepts the Resignation of the Community Development Administrator (Christina Kempner)**
- Res. #315    Appoints an Interim Community Development Administrator (Dawn Thomas)**
- Res. #316    Terminates a Probationary Employee**
- Res. #317    Appoints Seasonal Pump-Out Boat Operator (Benjamin Schmidt)**
- Res. #318    Ratifies Authorization of Purchasing Agent to Attend the 2017 New York State Association of Municipal Purchasing Officials Annual Professional Development Conference**

- Res. #319** Reassigns the Salary of an Account Clerk Typist (Margaret McKay)
- Res. #320** Classifies the Riverview Lofts/Georgica Green Site Plan and Special Permit Application of Georgica Green Ventures, LLC as a Type I Action and Refers the Applications to Involved Agencies with a Request for Lead Agency Status – 221 East Main Street and 31 McDermott Avenue, SCTM No.'s 0600-129-1-21 and 22
- Res. #321** Authorizes the Town Clerk to Publish and Post Notice for a Public Hearing for a Special Permit for Saulius Trucinskas – Escape Quest to Establish a Special Permit Use
- Res. #322** Authorizes Town Clerk to Publish and Post the Attached Notice to Bidders for the Removal of Liquid Sludge
- Res. #323** 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 Nutrition Program for the Elderly
- Res. #324** Authorizes the Supervisor to Execute an Agreement with All-Ways Elevator, Inc. for Elevator Maintenance and Service at the George Young Community Center
- Res. #325** Adopts a Local Law Amending Chapter 211 Entitled, "Beaches and Recreation" of the Riverhead Town Code
- Res. #326** Authorizes Town Clerk to Publish and Post a Notice of Public Hearing to Consider a Proposed Local Law for an Amendment of Chapter 289 Entitled, "Vehicles, Traffic and Parking Regulations" of the Riverhead Town Code (§289-10. Parking prohibited. – Peconic Bay Boulevard)
- Res. #327** Adopts a Local Law to Amend Chapter 289 Entitled "Vehicles, Traffic and Parking Regulations" of the Riverhead Town Code (§289-17. Parking Time Limited. D. Three hours.)
- Res. #328** Authorizes the Town Clerk to Publish a Public Notice for a Public Hearing to Consider the Amendment of Chapter 289 Entitled, "Vehicles, Traffic and Parking Regulations" of the Riverhead Town Code (§289-2-. Penalties)
- Res. #329** Approves the Chapter 255 Application of Family Community Life Center, Inc. (Family Fun Day – Saturday, June 10, 2017)

- Res. #330 Approves the Chapter 255 Application of Hallockville Inc. (Long Island Fleece & Fiber Fair – May 20<sup>th</sup> and 21<sup>st</sup>, 2017)**
- Res. #331 Authorizes Issuance of a Letter by the Supervisor to the Suffolk County Department of Health Services Allowing the Use of Pine Barrens Credits Originated from Property Located in Riverhead (Farmingville Associates)**
- Res. #332 Closure of Account in People’s United Bank, N.A. (Two Bears Capital Project)**
- Res. #333 Ratifies Extension of Professional Services Agreement with Converged Technology Group, Inc. (CTG) for Ongoing IT Support Services for Network/VMWare**
- Res. #334 Approves Settlement with IPC Contracting Corp and Farm Family Casualty Insurance Company**
- Res. #335 Resolution to Support County of Suffolk Purchase of 37.6+ Acres of Land Located on Main Road, Jamesport, NY (Subject Property) Owned by Jamesport Property Co., LLC**
- Res. #336 Authorizes Legal Action against the Owners, Tenants, Occupants and Mortgagee of the Property Located at 445 West Main Street, Riverhead, New York**
- Res. #337 Authorizes the Town Supervisor to Execute a Professional Service Agreement with Free Money LLC**
- Res. #338 Pays Bills**
- Res. #339 Ratifies the Appointment of a Beach Manager to the Recreation Department (Bethany Peters)**
- Res. #340 Amends Resolution #239 (Ratifies the Appointment of a Senior Park Attendant to the Recreation Department (Sarah Freeborn)**

**TOWN OF RIVERHEAD**

**Resolution # 304**

**GENERAL FUND – POLICE**

**BUDGET ADJUSTMENT**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, the New York State Environmental Facilities Corporation Clean Vessel Assistant Program has approved a grant award for \$60,000 for a Pumpout Vessel; and

**WHEREAS**, the Chief of Police is requesting a transfer of funds to begin the procurement process for the purchase of the new Pumpout Vessel.

		<u>FROM</u>	<u>TO</u>
001.033389.492300	NYS EFC State Aid	60,000.00	
001.031200.541500	Automotive Repairs	19,924.00	
001.031200.542900	Fuel – Gasoline & Diesel	19,924.00	
001.031220.524190	Boats		99,848.00

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

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD**

**Resolution # 305**

**2013 MILLBROOK GABLES PLAYGROUND**

**BUDGET ADJUSTMENT**

Councilman Wooten offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, Resolution 16-0736 authorized the budget adoption for the 2013 Millbrook Gables Playground; and

**WHEREAS**, Resolution 17-166 authorized a budget adoption for the 2013 Millbrook Gables Playground \$2,812 for Fibar installation; and

**WHEREAS**, the Superintendent of Recreation requests a transfer of funds from the Special Trust Fund of Park and Recreation fees for additional Fibar to be installed to separate the swing set from the rest of the playground.

**NOW THEREFORE BE IT RESOLVED**, that the Riverhead Town Board authorizes the Accounting Department to establish the following budget and make the necessary transfers from the Special Trust Park and Recreation Account:

	<u>FROM</u>	<u>TO</u>
736.092705.421050.00000    Transfer from Park and Rec Fees	2,900	
406.071100.527000.70130                    Playground Improvement		2,900

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

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 306

**DESIGNATES ADDITIONAL FINANCIAL INSTITUTIONS AS OFFICIAL DEPOSITORIES FOR TOWN FUNDS**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Hubbard

**WHEREAS**, pursuant to General Municipal Law §§ 10, 11, and 39, and Town Law 64(1), on November 18, 2014 by Resolution #774, the Town Board adopted Investment Policy for the Town of Riverhead which included the designation of depositories for the deposit of Town Funds; and

**WHEREAS**, on April 19, 2016 by Resolution #195, the Town Board adopted Amendment to the Investment Policy for the Town of Riverhead which amended the list of depositories for the deposit of Town Funds; and

**WHEREAS**, in addition to the above, in the distant and recent past, the Town Board has adopted resolutions identifying and designating additional depositories for a one year limited period of time (i.e. Resolution #14 adopted on January 2, 1989, Resolution #10 adopted on January 7, 2014, and Resolution #21 adopted on January 4, 2017); and

**WHEREAS**, in addition to the depositories identified in the Amendment to the Investment Policy for the Town of Riverhead adopted on April 19, 2016 by Resolution #195 and the designation of depositories for a one year limited period of time set forth in Resolution #21 adopted on January 4, 2017, the Financial Administrator requests that the Town Board expand the list of depositories approved by Resolution #21 to include Bank United and The First National Bank of Long Island subject to an effective date of May 2, 2017 through December 31, 2017 and subject to all applicable provisions of the Town's Investment Policy.

**NOW THEREFORE BE IT RESOLVED**, that the Town Board hereby approves and designates Bank United and The First National Bank of Long Island as additional official depositories of the Town of Riverhead subject to an effective date of May 2, 2017 through December 31, 2017 and subject to all applicable provisions of the Town's Investment Policy; 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 be obtained for the Office of the Town Clerk.

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 307

**SEQRA RESOLUTION REGARDING APPLICATION FOR SUFFOLK COUNTY  
DOWNTOWN REVITALIZATION ROUND 15 FUNDING FOR PARKING LOT REPAIR**

Councilman Hubbard offered the following resolution,

which was seconded by Councilman Dunleavy

**WHEREAS**, the Town of Riverhead and the Riverhead Business District Management Association wish to make site improvements to Town of Riverhead property along the Peconic River in Downtown Riverhead to upgrade and repair an aging parking lot; and

**WHEREAS**, the Town of Riverhead and the Riverhead Business District Management Association are applying to Suffolk County for a Suffolk County Downtown Revitalization Round 15 Grant to fund the parking lot upgrade; and

**WHEREAS**, the Riverhead Planning Department has reviewed the project documentation provided by the Community Development Department and has recommended the directly undertaken action to be considered a Type II Action pursuant to 6NYCC 617.5. (C) (1) as maintenance and repair; and

**WHEREAS**, pursuant to 6NYCC 617.5.(C)(1) agency SEQR responsibilities end with this designation with no significance determination being necessary.

**NOW THEREFORE, BE IT RESOLVED**, that Riverhead Town Board declares itself to be the lead agency to repair an aging parking lot on the Peconic River in Downtown Riverhead, which it declares to be an Type II Action for the purposes of compliance with SEQRA; and

**THEREFORE, BE IT FURTHER RESOLVED**, that the Town Clerk shall provide notification of this resolution to the Community Development Department and a copy to Ms. Heidi Kowalchuk, Suffolk County Department of Economic Development and Workforce Housing, H. Lee Dennison Building, 2nd floor, Hauppauge, NY 11788-0099.

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 308

**SUPPORTS AND ENDORSES PURSUIT OF SUFFOLK COUNTY DOWNTOWN  
REVITALIZATION ROUND 15 FUNDING FOR DOWNTOWN PARKING LOT**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, the Town of Riverhead is always desirous to improve the economy and quality of life within the Town of Riverhead; and

**WHEREAS**, through the Suffolk County Downtown Revitalization Program, the County of Suffolk participates with local governments in the development, support and funding of projects located in Suffolk County that will have an important and sustainable impact on downtowns and business districts; and

**WHEREAS**, Suffolk County announced Round 15 of the Downtown Revitalization Grant Program to encourage long-term improvements in downtown business districts; and

**WHEREAS**, eligible applicants include chambers of commerce, civic groups and business improvement districts with municipalities acting as local sponsors; and

**WHEREAS**, the Town of Riverhead Community Development Department has been awarded funding for twelve previous projects on behalf of the Riverhead Chamber of Commerce and the Riverhead Business Improvement District under Rounds 1 – 14 of the Suffolk County Downtown Revitalization Program; and

**WHEREAS**, the Riverhead Business Improvement District has requested grant writing support and sponsorship from the Town of Riverhead to submit a grant funding application to provide funds for site improvements to the Town of Riverhead Parking Lot property along the Peconic River Walk; and

**WHEREAS**, the project meets the requirements and goals and objectives of the program, is consistent with the goals of the East Main Street Urban Renewal Plan (1993 and 2008 update), the Vision Plan for Downtown Riverhead (BID 1995), the Revitalization Strategy for Downtown Riverhead (APPS, June 2000), the Town of Riverhead Comprehensive Plan (2003), Downtown Center–1 zoning district (2004), and the objectives of Smart Growth as recognized by Vision Long Island (2005); and

**WHEREAS**, the project is supported by the Riverhead Business Improvement District and the Riverhead Town Board; and

**WHEREAS**, as part of the application process, the County of Suffolk requires a resolution of the Town Board showing local support for the proposed project; and

**WHEREAS**, upon the County's approval of the project, the Town/Village would be required to enter into an intermunicipal agreement with the County under Article 5-G of the General Municipal Law pursuant to which the Town of Riverhead would be required to undertake and complete the project and the County would be responsible for providing financing for all or part of the cost of the project; and

**WHEREAS**, in order to provide County financing for all or part of the project, the County of Suffolk must obtain a leasehold, easement or other real property interest in the site of the project.

**NOW THEREFORE, BE IT RESOLVED**, that the Town Board of the Town of Riverhead hereby states its support of the Downtown Riverhead Parking Lot repaving project proposed by the Town of Riverhead Business Improvement District Association pursuant to the Suffolk County Downtown Revitalization Program through the Town of Riverhead; and be it further

**RESOLVED**, that the Town Board authorizes the Supervisor to sign any and all necessary documents, including but not limited to the required easement/lease documents and an intermunicipal agreement, subject to review and approval of the Town Attorney, to participate in the above referenced program; and be it further

**RESOLVED**, that the Town Board hereby supports and endorses an application to be submitted by the Town of Riverhead Community Development Department and/or the Riverhead Business Improvement District to Suffolk County, the Legislator for the First District, and the Downtown Revitalization Program Citizens Advisory Panel for a project as herein described for a grant amount of \$90,000; and

**THEREFORE, BE IT FURTHER RESOLVED**, that the Town Clerk shall provide notification of this resolution to the Community Development Department and a copy to Ms. Heidi Kowalchuk, Suffolk County Department of Economic Development and Workforce Housing, H. Lee Dennison Building, 2nd floor, Hauppauge, NY 11788-0099.

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

#### **THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 309

**SEQRA RESOLUTION REGARDING APPLICATION FOR SUFFOLK COUNTY  
DOWNTOWN REVITALIZATION ROUND 15 FUNDING FOR LED STREET LIGHTS**

Councilman Wooten offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, the Town of Riverhead and the Jamesport Civic Association wish to make site improvements to Town of Riverhead property along the Main Road in the Jamesport Hamlet to upgrade and replace aging street lights with more energy efficient LED lights on area of less than .5 acres; and

**WHEREAS**, the Town of Riverhead and the Jamesport Civic Association are applying to Suffolk County for a Suffolk County Downtown Revitalization Round 15 Grant to fund the LED Street light upgrade; and

**WHEREAS**, the Riverhead Planning Department has reviewed the project documentation provided by the Community Development Department and has recommended the directly undertaken action to be considered a Type II Action pursuant to 6NYCRR Part 617.5(c)(1) as maintenance and repair; and

**WHEREAS**, pursuant to 617.3(b), 617.5(a)(1)(i) agency SEQR responsibilities end with this designation with no significance determination being necessary.

**NOW THEREFORE, BE IT RESOLVED**, that Riverhead Town Board declares itself to be the lead agency to upgrade and replace aging street lights with more energy efficient LED lights on Main Road in Jamesport Hamlet lot on an area of less than .5 acres, which it declares to be an Type II Action for the purposes of compliance with SEQRA; and

**THEREFORE, BE IT FURTHER RESOLVED**, that the Town Clerk shall provide notification of this resolution to the Community Development Department and a copy to Ms. Heidi Kowalchyk, Suffolk County Department of Economic Development and Workforce Housing, H. Lee Dennison Building, 2nd floor, Hauppauge, NY 11788-0099.

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 310

**SUPPORTS AND ENDORSES PURSUIT OF SUFFOLK COUNTY DOWNTOWN  
REVITALIZATION ROUND 15 FUNDING FOR DOWNTOWN JAMESPORT LIGHTS**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Hubbard

**WHEREAS**, the Town of Riverhead is always desirous to improve the economy and quality of life within the Town of Riverhead; and

**WHEREAS**, through the Suffolk County Downtown Revitalization Program, the County of Suffolk participates with local governments in the development, support and funding of projects located in Suffolk County that will have an important and sustainable impact on downtowns and business districts; and

**WHEREAS**, Suffolk County announced Round 15 of the Downtown Revitalization Grant Program to encourage long-term improvements in downtown business districts; and

**WHEREAS**, eligible applicants include chambers of commerce, civic groups and business improvement districts with municipalities acting as local sponsors; and

**WHEREAS**, the Town of Riverhead Community Development Department has been awarded funding for twelve previous projects on behalf of the Riverhead Chamber of Commerce and the Riverhead Business Improvement District under Rounds 1 – 14 of the Suffolk County Downtown Revitalization Program; and

**WHEREAS**, the Jamesport Civic Association has requested grant writing support and sponsorship from the Town of Riverhead to submit a grant funding application to provide funds for site improvements to the Jamesport hamlet along the downtown sidewalks to upgrade and replace aging street lights with more energy efficient LED lights; and

**WHEREAS**, the project meets the requirements and goals and objectives of the Town of Riverhead Comprehensive Plan (2003), and the objectives of Smart Growth as recognized by Vision Long Island (2005); and

**WHEREAS**, the project is supported by the Jamesport Civic Group and the Riverhead Town Board; and

**WHEREAS**, as part of the application process, the County of Suffolk requires a resolution of the Town Board showing local support for the proposed project; and

**WHEREAS**, upon the County's approval of the project, the Town/Village would be required to enter into an intermunicipal agreement with the County under Article 5-G of the General Municipal Law pursuant to which the Town of Riverhead would be

required to undertake and complete the project and the County would be responsible for providing financing for all or part of the cost of the project; and

**WHEREAS**, in order to provide County financing for all or part of the project, the County of Suffolk must obtain a leasehold, easement or other real property interest in the site of the project.

**NOW THEREFORE, BE IT RESOLVED**, that the Town Board of the Town of Riverhead hereby states its support of the Jamesport LED Main Street lights upgrade/replacement project proposed by the Jamesport Civic Association pursuant to the Suffolk County Downtown Revitalization Program through the Town of Riverhead; and be it further

**RESOLVED**, that the Town Board authorizes the Supervisor to sign any and all necessary documents, including but not limited to the required easement/lease documents and an intermunicipal agreement, subject to review and approval of the Town Attorney, to participate in the above referenced program; and be it further

**RESOLVED**, that the Town Board hereby supports and endorses an application to be submitted by the Town of Riverhead Community Development Department and/or the Jamesport Civic Association to Suffolk County, the Legislator for the First District, and the Downtown Revitalization Program Citizens Advisory Panel for a project as herein described for a grant amount of \$50,000; and

**THEREFORE, BE IT FURTHER RESOLVED**, that the Town Clerk shall provide notification of this resolution to the Community Development Department and a copy to Ms. Heidi Kowalchuk, Suffolk County Department of Economic Development and Workforce Housing, H. Lee Dennison Building, 2nd floor, Hauppauge, NY 11788-0099.

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 311

**ACCEPTS THE RETIREMENT OF A WASTEWATER TREATMENT PLANT OPERATOR II**

Councilman Hubbard offered the following resolution,

which was seconded by Councilman Dunleavy

**WHEREAS**, the Town has received a notice of retirement from the New York State and Local Employees' Retirement System concerning Wastewater Treatment Plant Operator Warren Alexander's application for retirement effective April 26, 2017.

**NOW, THEREFORE, BE IT RESOLVED**, that this Town Board hereby accepts the retirement of Warren Alexander.

**RESOLVED**, that the Town Clerk is hereby directed to forward a copy of this resolution to Warren Alexander, the Wastewater District Superintendent, 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**

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

The Resolution Was  Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 312

**ACCEPTS THE RETIREMENT OF A SENIOR WATER TREATMENT PLANT OPERATOR IB**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, the Town has received a notice of retirement from the New York State and Local Employees' Retirement System concerning Senior Water Treatment Plant Operator Michael Benedict's application for retirement effective April 30, 2017.

**NOW, THEREFORE, BE IT RESOLVED**, that this Town Board hereby accepts the retirement of Michael Benedict.

**RESOLVED**, that the Town Clerk is hereby directed to forward a copy of this resolution to Michael Benedict, the Water District Superintendent, 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**

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

The Resolution Was  Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD**

**Resolution # 313**

**ACCEPTS RESIGNATION OF MEMBER FROM THE ARCHITECTURAL REVIEW BOARD**

Councilman Wooten offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, pursuant to §105-10a of the Riverhead Town Code, the Town Board created an Architectural Review Board which shall act as an advisory body to the Town Board for the purpose of site plan review, sign permit applications submitted pursuant to Chapter 301, Article XLVII, Signs, of the Code of the Town of Riverhead and dumpster enclosure applications pursuant to §245-8 of the Code of the Town of Riverhead; and

**WHEREAS**, insofar as practicable, all members of the Board shall be competent in matters of design and interested in the design review and development of the Town of Riverhead and of the Board, three members shall be architects, designers or landscape architects and one shall be a licensed architect; and

**WHEREAS**, members of the Architectural Review Board shall be appointed for terms of service of three years; and

**WHEREAS**, appointed member, Gary Jacquemin, no longer wishes to serve on the Architectural Review Board and has submitted a letter of resignation to the Riverhead Town Board with an effective date of January 25, 2017.

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Board hereby accepts the resignation of Gary Jacquemin from the Architectural Review Board; and be it further

**RESOLVED**, that the Town Clerk is hereby directed to forward a copy of this resolution to Gary Jacquemin; and be it further

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 314

**ACCEPTS THE RESIGNATION OF THE COMMUNITY DEVELOPMENT  
ADMINISTRATOR**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Hubbard

**WHEREAS**, the Town has received a letter of resignation from Community Development Administrator Christina Kempner tendering her resignation effective close of business May 12, 2017.

**NOW, THEREFORE, BE IT RESOLVED**, that this Town Board hereby accepts the resignation of Christina Kempner.

**RESOLVED**, that the Town Clerk is hereby directed to forward a copy of this resolution to Christina Kempner, 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**

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

The Resolution Was  Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD**

**Resolution # 315**

**APPOINTS AN INTERIM COMMUNITY DEVELOPMENT ADMINISTRATOR**

Councilman Hubbard offered the following resolution,

which was seconded by Councilman Dunleavy

**WHEREAS**, the incumbent Community Development Administrator has given notice of her intent to resign effective May 12, 2017; and

**WHEREAS**, for continuity of Town operations it is necessary to appoint an interim individual to this title to oversee the department and continue the work of the present Community Development Administrator, including the preparation of grants and other means of obtaining public funding; and

**WHEREAS**, the Suffolk County Department of Civil Service has given approval to appoint an employee temporarily to this title, and the interim appointee, Dawn Thomas, meets the civil service qualifications for the title Community Development Administrator.

**RESOLVED**, that effective for the period beginning May 15, 2017 this Town Board hereby appoints current Deputy Town Attorney Dawn Thomas to the interim and position of Community Development Administrator at an annual salary of \$110,000.00 with no other changes to the terms and conditions of her employment as approved by Town Board Resolution #403 of 2016.

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD**

**Resolution # 316**

**TERMINATES A PROBATIONARY EMPLOYEE**

Councilman Dunleavy offered the following resolution,

which was seconded by Drop Down for Councilperson

**RESOLVED**, that the probationary employment of a Building Permits Examiner within the Planning Department is terminated effective close of business, April 28, 2017.

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 317

**APPOINTS SEASONAL PUMP OUT BOAT OPERATOR**

Councilman Wooten offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, a vacancy exists for a Seasonal Pump Out Boat Operator; and

**WHEREAS**, this position was duly advertised, interviews were conducted and a recommendation of a suitable candidate has been made by the supervising Police Officer.

**RESOLVED**, that effective for the period of May 15, 2017 through September 15, 2017 this Town Board hereby appoints Benjamin Schmidt to the position of Seasonal Pump Out Boat Operator at an hourly rate of \$14.00.

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 318

**RATIFIES AUTHORIZATION OF PURCHASING AGENT TO ATTEND THE 2017 NEW YORK STATE ASSOCIATION OF MUNICIPAL PURCHASING OFFICIALS ANNUAL PROFESSIONAL DEVELOPMENT CONFERENCE**

Councilman Wooten offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, the New York State Association of Municipal Purchasing Officials will conduct its Annual Professional Development Conference in Albany, New York, on May 2<sup>nd</sup>, 2017 through May 5<sup>th</sup>, 2017; and

**WHEREAS**, the Town Purchasing Agent has requested authorization to attend said conference.

**NOW THEREFORE BE IT HEREBY RESOLVED**, that the Town Board of the Town of Riverhead hereby authorizes the Purchasing Agent to attend the 2017 New York State Association of Municipal Purchasing Officials Annual Professional Development Conference to be held in Albany, New York on May 2<sup>nd</sup>, 2017 through May 5<sup>th</sup>, 2017; and be it further

**RESOLVED**, that all related expenses incurred shall not exceed \$1000.00 (expenses to include meals, hotel accommodations and travel expenses) shall be reimbursed upon her return and in accordance with the Town's Travel and Conference Policy; and be it further

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD**

**Resolution # 319**

**REASSIGNS THE SALARY OF AN ACCOUNT CLERK TYPIST**

Councilman Hubbard offered the following resolution,

which was seconded by Councilman Dunleavy

**NOW, THEREFORE, BE IT RESOLVED**, that effective April 19, 2017 this Town Board hereby reassigns the salary of Account Clerk Typist Margaret McKay to Group 9 Step 11 of the CSEA Clerical and Supervisory Salary Schedule.

**RESOLVED**, 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**

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

The Resolution Was  Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 320

**CLASSIFIES THE RIVERVIEW LOFTS/GEORGICA GREEN SITE PLAN AND SPECIAL PERMIT APPLICATION OF GEORGICA GREEN VENTURES, LLC AS A TYPE I ACTION AND REFERS THE APPLICATIONS TO INVOLVED AGENCIES WITH A REQUEST FOR LEAD AGENCY STATUS - 221 EAST MAIN STREET AND 31 MCDERMOTT AVENUE SCTM NO'S. 0600-129-01-21 AND 22**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, Georgica Green Ventures, LLC submitted an application for site plan including Civil Plans, Plumbing Plans and Architectural Plans, all last dated February 17, 2017, and prepared by The Stephen B. Jacobs Group, P.C. as Architect, Wexler Associates as Structural Engineer, Galli Engineering, P.C. as Civil Engineer and Sideris Kefalas as MEP Engineer, and a special permit application for the proposed construction of one five-story building for mixed use OF commercial, restaurant, parking garage and 118 residential apartments, located in the Downtown Center-1 zoning use district; and

**WHEREAS**, the proposed action is located at 221 East Main Street and 31 McDermott Avenue on the south side of East Main Street and west side of McDermott Avenue on 0.85 acres of land known as SCTM # 0600-129-01-21 and 22; and

**WHEREAS**, the applicant's agent Nelson, Pope and Voorhees, LLC has completed a Supplemental Full Environmental Assessment Form (FEAF), Part 1 in accordance with 6 NYCRR 617, dated December 2016; and

**WHEREAS**, the proposed site plan and special permit application is classified as a Type I action pursuant SEQRA, and as such requires the referral of the application and FEAF to all involved agencies for coordinated review and and to determine who will be lead agency; and

**WHEREAS**, the Town Planning Department and Town Attorney of the Town of Riverhead have reviewed all documents regarding said application.

**NOW, THEREFORE BE IT RESOLVED**, that Town Board of the Town of Riverhead hereby requests the status of Lead Agency pursuant to SEQRA and determines the action to be a Type I action in accordance with 6 NYCRR 617.4(b) (9) and hereby authorizes the Town Clerk to forward a copy of the application and FEAF with attachments to all involved agencies; and be it further

**RESOLVED**, that the Town Clerk is hereby authorized to forward a copy of this resolution to David Gallo, Georgica Green Ventures, LLC, 50 Jericho Quadrangle, Ste. 200, Jericho, NY 11753; Robert H. Gammon, 70 Woodside Lane, Laurel, NY 11948; Stephen B. Jacobs Group, P.C., 381 Park Ave South, New York, NY, 10016; David

Gilmartin, Jr., Farrell Fritz, P.C., 50 Station Road, Building , Watermill, NY 11976; and  
be it further

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

**THE VOTE**

Hubbard Yes No      Giglio - ABSTAIN  
Wooten Yes No      Dunleavy Yes No  
Walter Yes No

The Resolution Was  Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 321

**AUTHORIZES THE TOWN CLERK TO PUBLISH AND POST NOTICE FOR A PUBLIC HEARING FOR A SPECIAL PERMIT FOR SAULIUS TRUCINSKAS – ESCAPE QUEST TO ESTABLISH A SPECIAL PERMIT USE**

Councilman Wooten offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, the Town Board is in receipt of a special permit application from Saulius Truckinskas to establish a special permit use upon real property located at 120 West Main Street, Riverhead, New York, also identified as SCTM # 600-128-3-45 within the Downtown Center 1 (DC-1); and

**WHEREAS**, a public hearing is required for all special permit applications in accordance with section 274-b of General Municipal Law; and

**WHEREAS**, the Planning Department has reviewed the application and finds the proposed special permit application to be a Type II action pursuant to 6NYCRR Part 617, requiring no further environmental review. Now,

**THEREFORE BE IT RESOLVED**, the Town Clerk is hereby authorized to publish the attached public notice of public hearing once in the May 11, 2017 issue of the News Review, the newspaper hereby designated as the official newspaper for this purpose, and also to cause the applicant to be post on the subject property the sign board of the Town; and be it further

**RESOLVED**, the Town Clerk shall provide a certified copy of this resolution to the Saulius Trucinskas, applicant, 14 Harvey Road, Flanders, NY 11901, so that a copy may be included within the required mailings of all properties within 500 feet of the subject parcel; and be it further

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD  
NOTICE OF PUBLIC HEARING**

**PLEASE TAKE NOTICE** that a public hearing will be held before the Town Board of the Town of Riverhead at 200 Howell Avenue, Riverhead, New York on the 17<sup>th</sup> day of May, 2017 at 7:10 p.m. to consider a special permit application from Saulius Truckinskas to establish a special permit use upon real property located at 120 West Main Street, Riverhead, New York, also identified as SCTM # 600-128-3-45 within the Downtown Center 1 (DC-1);

Dated: May 2, 2017  
Riverhead, New York

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

TOWN OF RIVERHEAD

Resolution # 322

**AUTHORIZES TOWN CLERK TO PUBLISH AND POST THE ATTACHED NOTICE  
TO BIDDERS FOR THE REMOVAL OF LIQUID SLUDGE**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Hubbard

**RESOLVED**, that the Town Board be and does hereby authorize the Town Clerk to publish and post the attached Notice to Bidders in the May 11, 2017, issue of the official Town newspaper for the Removal of Liquid Sludge from the Riverhead Sewer District and Riverhead Scavenger Waste District, Riverhead, New York; and

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD  
NOTICE TO BIDDERS**

Sealed proposals for the Removal of Liquid Sludge will be received by the Town of Riverhead in the Office of the Town Clerk, Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York on May 30, 2017 at which time they will be publicly opened and read aloud at 11:30 am.

Bid packages may be examined and/or obtained 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, "Removal of Liquid Sludge" and must be accompanied by a bid surety as stated in the Instructions to Bidders.

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.

BY ORDER OF THE RIVERHEAD TOWN BOARD  
Diane M. Wilhelm, Town Clerk

Dated: May 2, 2017

TOWN OF RIVERHEAD

Resolution # 323

**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 NUTRITION PROGRAM FOR THE ELDERLY**

Councilman Hubbard 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.

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Board Supervisor hereby authorizes the Supervisor 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 Nutrition Program for the elderly in an amount not to exceed \$261,059.00 for 2017/2018; 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**

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

The Resolution Was  Thereupon Duly Declared Adopted

**Contract**

This Contract ("the Contract") is between the County of Suffolk ("the County"), a municipal corporation of the State of New York, acting through its duly constituted Office for the Aging ("the Department"), located at the H. Lee Dennison Building - 3<sup>rd</sup> Floor, 100 Veterans Memorial Highway, Hauppauge, New York (Mailing address: P.O. Box 6100, Hauppauge, New York 11788-0099); and the Town of Riverhead ("the Contractor"), a New York municipal corporation, having an address at 200 Howell Avenue, Riverhead, New York 11901. The Contractor has been designated to receive funds from the County for a Nutrition Program for the Elderly ("the Services") as set forth in Article I, entitled "Description of Services."

**Term of the Contract:** Shall be from January 1, 2017 through December 31, 2017, with an option to extend, to be exercised at the County's discretion, through June 30, 2018 on the same terms and conditions herein.

**Total Meals:**  
**Daily Congregate Meals:**  
59 - Not to Exceed 14,691 annually  
Not to Exceed \$73,896 Annually

**Daily Home-Delivered Meals:**  
101 - Not to exceed 26,361 annually  
Not to Exceed \$187,163 Annually

**Total Cost of the Contract:** Shall not exceed \$261,059.00, as set forth in Articles V and VI, attached.  
**Terms and Conditions:** Shall be as set forth in Articles I thru VI, attached hereto and made a part hereof and Contractor's Response to RFQ NTRN2017 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.

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

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

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

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

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

**Approved as to Form:**  
**Dennis M. Brown,**  
**Suffolk County Attorney**  
By: \_\_\_\_\_  
Niranjan G. Sagapuram  
Assistant County Attorney  
Date \_\_\_\_\_



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**Subrecipient Contract Documentation**

**Article I**

**Description of Services**

**Whereas**, the Contractor has been identified in the 2017 Suffolk County Adopted Budget under the pseudo code as listed on page one (1) of the Contract to perform the Services for the Department; and

**Whereas**, the Contractor has been identified in the 2017 Suffolk County Adopted Budget under the pseudo code as listed on page one (1) of the Contract to perform the Services for the Department; and

**Whereas**, the Services are provided pursuant to Title IIIC-1 of the Older Americans Act and Nutrition Services Incentive Program, with a Catalog of Federal Assistance (“CFDA”) Number of 93.053 and (CFDA”) Number 93.045 (hereinafter “the Grant”) information for which is set forth in Exhibit 1, entitled “Subrecipient Contract Documentation;” and

**Whereas**, the County issued a Request for Qualifications (“RFQ”) on May 26, 2016; 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 this **Article I** and any other provision to this Contract, such other provision shall prevail unless it is expressly stated that this **Article I** shall prevail.

**2. Federal CFDA Subrecipient Requirements**

- a. The Contractor shall provide the Services in accordance with this Article I and the Grant Contract.
- b. For the purposes of this Contract, the Contractor is a “Subrecipient” as that term is defined in Section 200.93 of Title 2 of the Code of Federal Regulations (“CFR”). All provisions applicable to Subrecipients in Part 200 of Title 2 of the CFR, entitled “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards” shall apply to the Contractor.
- c. To the extent that this Contract is funded, in whole or part with Federal funds, or mandated by Federal laws, (i) the provisions of the Contract that conflict with Federal rules, Federal regulations or Federal program specific requirements shall not apply and (ii) the Contractor shall comply with all applicable Federal rules, regulations and program specific requirements, including, but not necessarily limited to, those provisions set forth in Part 200 of Title 2 of the Code of Federal Regulations, entitled “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” as may be amended.

- d. Contractor shall provide all Services in a manner satisfactory to the Department and in compliance with applicable federal and state requirements, laws and regulations.
- e. The Department shall regularly monitor the performance of Contractor against the goals and performance standards set forth herein and as may be set forth in the Grant. Such monitoring may consist, but not necessarily be limited to, Contractor site visits, Contractor conferences, and requests for reports and data. Contractor shall cooperate with the Department's monitoring to the fullest extent possible, including, but not limited to, permitting Department access to Contractor's site, data and providing requested reports in a timely manner.
- f. The provisions of this paragraph shall survive the termination or expiration of the Contract. Contractor shall include these provisions in any subcontract it enters, as shall have been approved by the County, for the Services.

### 3. 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. NTRN2017 and associated addendum on file in the Department and which are incorporated herein as if the same were repeated herein in full.

### 4. 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 and all of their subcontractors shall adhere to the terms of the Department's NYS Area Plan, to the extent that the program is a part thereof, and the Department agrees to make the NYS Area Plan available to the Contractor.
- c. 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).
- d. 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. NTRN2017, which may be modified and is (are) attached and made part of the Contract.
- e. The Contractor shall adhere to the specifications as submitted in the Contractor's Response to Section IV – Technical Services for RFQ No. NTRN2017 and the Contractor's specifications for Targeting, Outreach and Equal Access, which are attached and made part of this Contract.
- f. 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.

5. **Caterer's Contract**

The Contractor shall provide a copy of the current caterer's contract if applicable. If the Contractor enters into subcontracts for the performance of work pursuant to this contract, the Contractor shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of Suffolk County Office for the Aging under this contract or the Area Agency Plan as approved by New York State Office for the Aging. It shall be the responsibility of the Contractor to monitor and assess the activities performed under such subcontracts, and to ensure that these activities are provided in accordance with all applicable requirements contained in this contract and federal and state law.

6. **Applicable to All Programs**

- a. In general, but without limitation, the Contractor shall be required to meet the criteria listed below:
  - i. There is no means test for services funded under this program. The term "means test" is defined as an eligibility determination for a program or services based upon an individual's or family's income and/or assets.
  - ii. Each meal must provide a minimum of one-third (1/3) 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 (6) 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.
  - iii. 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.

- iv. 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.
  - v. The Contractor shall cooperate with and accept direction from the Department's staff.
  - vi. 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.
  - vii. 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.
  - viii. The County will not reimburse for meals ordered by the Contractor from a caterer who is directly paid by the County in instances where those meals are not served or verified as eligible. The cost of those unserved meals will be deducted from the Contractor's voucher for the month in which they were ordered but not served or verified.
- b. Specifications for Congregate Meal Programs**
- i. Persons sixty (60) years of age or older or who are the spouse of an eligible individual regardless of age are eligible to participate in the congregate program. Congregate meals may be available to handicapped or disabled persons under sixty (60) years of age who reside with eligible congregate participants. The standardized National Aging Program Information System (NAPIS) Client Registration Form (see also Policy & Procedure Manual) or New York State (NYS) Short Form must be completed for all participants annually, or more frequently if the client's circumstances change.
  - ii. The Contractor must provide participant transportation as needed and supportive services as appropriate to the needs and abilities of each participant. Supportive services include nutrition education, information and referral, outreach, public information, recreation, shopping assistance, socialization and volunteer activities. Nutrition education and training must include speakers and/or presentations. Flyers and hand-outs by themselves are not considered nutrition education.
  - iii. 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).
  - iv. 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.
  - v. 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 meet the eligibility criteria. A care plan shall be developed within six (6) working days of the completion of the assessment.
- Applicant must be physically and/or mentally unable to prepare or provide for his/her own nutritional needs, and be unable to attend a congregate nutrition site, and have no alternatives through which his/her nutritional needs can be met without hospitalization or institutionalization.
  - Applicant must be sixty (60) or over, or a resident spouse of a participant who is eligible and is receiving home-delivered meals.
  - Applicant must reside in the County of Suffolk and within established or proposed delivery area served by the Nutrition Site.
  - Applicant must live alone or with a spouse or resident who is unable to provide nutritionally adequate meals for the applicant.
  - Applicant must have no family, or other persons, in the immediate area who are capable and willing to provide nutritionally adequate meals for the applicant.
  - Applicant must be able to accept responsibility for consumption of home-delivered meals according to the instructions established by the Home Delivered Meal Program.

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 (12) twelve-month period. The Contractor will also make a (6) six-month contact in the form of a home visit or a telephone call.

- ii. Once eligibility has been determined an assessment for the client **MUST** be completed prior to meal(s) served. In emergency situations, a meal may be served prior to the completed assessment with approval from SCOFA. In this instance, an assessment must be completed within five (5) days. Failure to comply with this policy could result in a loss of reimbursement for meals served prior to an assessment being completed.
- iii. 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.
- iv. 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.

- v. 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).

**7. Administration**

- a. Overall administration of this program will be the responsibility of the Contractor. The Contractor or its designee will ensure proper implementation and direction of the service, act as liaison between the Department and the actual service, and ensure 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.

**8. 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.

**9. 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.

**10. Targeting and Outreach**

- a. The Contractor, to the extent it has discretion regarding to whom it will provide services, must give preference to providing services to those unserved and underserved older adults in greatest social or economic need particularly those older adults who are: low income, low income minorities, individuals with limited English proficiency, rural residents, Native Americans, institutionalized or those at risk for institutionalization, individuals with Alzheimer's and related disorders, individuals with disabilities, caregivers of individuals with Alzheimer's related

disorders and individuals with disabilities, minorities, frail, vulnerable, LGBT and homebound, in accordance with their need for such services and to meet the specific objectives established by the Department within the PSA, (OAA §305 (a)(2)(E)). The term “greatest economic need” is defined as the need resulting from an income at or below the poverty levels as established annually by the U.S. Office of Management and Budget. The term "greatest social need" refers to the need caused by non-economic factors which include physical and mental disabilities, language barriers and cultural, social or geographical isolation including isolation caused by racial or ethnic status that restricts an individual’s ability to perform normal daily tasks or threatens the capacity of the individual to live independently (OAA §102 (23 and 24)).

- b. The Contractor agrees to concentrate the services on older adults in the targeted populations identified by the Department following the methods the Department has established for complying with the targeting requirements under the OAA and the Equal Access and Targeting Policy issued by the New York State Office for the Aging. Consistent with the OAA and NYS applicable regulations, including the following laws: the Older Americans Act (OAA), Title III of the Code of Federal Regulations, 45 CFR 1321; the NYS Elder Law and relevant NYS regulations (Title 9, Subtitle Y of the New York State Code of Rules and Regulations); the Contractor’s targeting goal is to substantially increase the numbers of older adults from targeted population groups (minority, low-income, frail, vulnerable).
- c. The following target groups have been identified as having the greatest economic and social needs: minority, low income, frail and vulnerable.
  - i. **Minority** - persons of Black, Hispanic, Asian, Native American (American Indian), Alaska Native, Native Hawaiian or Other Pacific Islander origins. Persons whose origins are of Two (2) or More Races or who are identified as being in a racial category different from those above (other than white) may be included (see the Other Race or Two (2) or More Races categories, defined below).
    - a) Black - refers to a person who has origins in any of the Black racial groups of Africa. This includes, for example, persons who self-report as Black, African American, Kenyan, Nigerian, Haitian or other applicable identification.
    - b) Hispanic (or Latino) - refers to a person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin regardless of race. Hispanic origin can be viewed as the heritage, nationality group, lineage, or country of birth of the person or the person’s parents or ancestors before their arrival in the United States. People who identify their origin as Hispanic, Latino, or Spanish may be any race.
    - c) Asian - refers to a person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent, including, but not limited to, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.
    - d) American Indian or Alaska Native - refers to a person having origins in any of the original peoples of North and South America (including Central America) and who maintains tribal affiliation or community attachment. This category includes people who indicated their race(s) as “American Indian or Alaska Native” or

reported their enrolled or principal tribe, such as Navajo, Blackfeet, Inupiat, Yup'ik, and/or Central American or South American Indian groups.

- e) Native Hawaiian or Other Pacific Islander - refers to a person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
  - f) Other Race or Two (2) or More Races - this category includes persons who self-identify as multiracial, mixed, interracial, or a racial category other than white, not included in the descriptions above.
- ii. **Low – Income** - Persons with incomes at or below 100% (150% for WIN) of the poverty level.
- iii. **Frail** – Persons with one (1) or more functional deficits in the following areas:
- a) Physical functions;
  - b) Mental functions;
  - c) Activities of daily living (eating, bed/chair transfer, dressing, bathing, toiletry and continence); and/or,
  - d) Instrumental activities of daily living (meal preparation, housekeeping, shopping, medications, telephone, travel, and money management).
- Disabled** – Any person who has a physical or mental impairment which substantially limits one (1) or more major life activities, has a record of such impairment, or is regarded as having such impairment. This includes alcoholism and drug addiction.
- iv. **Vulnerable** – Persons with a deficit of social resources, those who are isolated socially, linguistically or geographically, and/or those affected by other environmental conditions including the following:
- a) Language barriers; Limited English Proficiency - Individuals who do not speak English as their primary language and who have a limited ability to read, write, speak, or understand English may be limited English proficient, and may be eligible to receive language assistance with respect to a particular type of service, benefit, or encounter.
  - b) Rural residence;
  - c) Persons with disabilities;
  - d) Institutionalized or at risk of institutionalization;
  - e) Lesbian, gay, bisexual, transgender (LGBT) older adults;
  - f) Low literacy;
  - g) Older adult caregivers of children with developmental disabilities, mental illness, or other disabilities requiring a caretaker (e.g., traumatic brain injury);
  - h) Homebound; and,
  - i) Alzheimer's or other Dementia.
- d. In order to comply with Targeting requirements, the Contractor must employ Outreach Strategies which may include, but are not limited to, locating target populations using Census or other resource data, translated printed materials, location of services in catchment areas for targeted populations, publicity to community-based groups, and minority staff/volunteers.

## 11. Equal Access

- a. The Contractor shall comply with requirements for equal access including language accessibility, nondiscrimination and concentration of services on target populations.
- b. The Contractor shall provide maximum accessibility to those older adults in greatest economic or social need, and new sites shall be free from architectural barriers that limit participation of disabled older individuals (NYS regulations, Title 9, Subtitle Y, §6652.2 (l) and Section 504 of the Rehabilitation Act of 1973). Accessibility requirements include provision of services and assistive devices (including assistive technology services and devices) designed to meet the unique needs of older individuals who are disabled, and of older individuals who provide uncompensated care to their adult children with disabilities. Providers must ensure that communications with individuals with disabilities are as effective as communications with others (ADA, 28 CFR 35.160-35.164). For example, auxiliary aids and services may include:
  - For individuals who are deaf or hard of hearing: qualified interpreters, note takers, computer-aided transcription services, written materials, telephone handset amplifiers, assistive listening systems, telephones compatible with hearing aids, closed caption decoders, open and closed captioning, telecommunications devices for deaf persons (TDDs), videotext displays, and exchange of written notes.
  - For individuals with vision impairments: qualified readers, taped texts, audio recordings, Brailled materials, large print materials, and assistance in locating items.
  - For individuals with speech impairments: TDDs, computer terminals, speech synthesizers, and communication boards.
- c. Additionally, consistent with the Civil Rights Act of 1964, Title VI, the Title VI regulations, federal Executive Order 13166, and the NYS Human Rights Law, all subcontractors are required by law to take reasonable steps to provide meaningful access to Limited English Proficient persons. All aging services providers are obligated to provide reasonable, timely, and appropriate language assistance to the limited English proficiency (LEP) populations each serves.

### **Mandated Action:**

**The Contractor shall, at a minimum, maintain a telephonic interpretation service contract or similar community arrangement with a language interpretation services provider of their choice. 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.**

## 12. Reporting Requirements

- a. For reports required for this fee-for-service Contract, one (1) unit of service is equal to one (1) meal. For Nutrition Education, each participant of a group or individual session receives one (1) unit of service. For Transportation, one (1) unit of service is each one way trip per person.
- b. The following forms and reports are required by the County to meet the standards of the Nutrition program:

**i. Monthly Program Reports**

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

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

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

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

**ii. Monthly Fiscal Reports**

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

**iii. Demographics**

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

- Name.
- Sex.
- Age.
- Disabled/Frail.
- Vulnerable.
- Lives Alone.
- Low Income – The need resulting from an income level at or below the poverty threshold, as established by the Bureau of the Census, and updated annually as follows:

Size of Family Unit	100 % of Poverty Threshold	150 % of Poverty Threshold	185 % of Poverty Threshold
1	\$12,060/year	\$18,090/year	\$22,311/year
2	\$16,240/year	\$24,360/year	\$30,044/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 Peer Place 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 (12) twelve-month period. The Contractor will also make a (6) six-month contact 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.

**13. 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.

**14. 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.

**15. Promotions and Advertising**

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

**Purchased with Federal Funding:**

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

**Purchased with State/County Funding:**

Funding provided by the  
New York State Office for the Aging  
through Suffolk County

- b. Any announcement of the program on radio or television must identify funding in the same manner.
- c. The provisions of this paragraph shall prevail over any conflicting provisions of Article III Paragraph 20.

**16. Contributions**

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

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

- b. Each recipient of service must be informed in writing of the opportunity to contribute at least annually.

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

**17. 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.

**18. 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 with 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.

**19. Grievance Procedures**

In accordance with §306 (a) (10) of the Older Americans Act, as amended (OAA), the Department has established a process for resolving complaints from older persons who are dissatisfied with or denied services funded under Title III of the Act. The Contractor shall comply with the requirements of the Grievance Procedures as set forth in Article IA.

**20. 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 – Three (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. NTRN2017  
For Nutrition Programs for the Elderly &  
Targeting, Outreach and Equal Access  
Copy of Caterers Agreement and  
Performance Measurements Attachment  
Town of Riverhead  
Privacy Agreement**

Judy Doll  
Director



Debbie Schwarz  
Senior Center Manager

**TOWN OF RIVERHEAD**  
Riverhead, New York 11901  
200 Howell Avenue  
631 722-4444

**February 9, 2017**

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

**Re: Nutrition 1/1/17– 12/31/17**

Dear Ms. Kandell:

The Town of Riverhead will again contract with the Suffolk County Office for Aging for the Nutrition funding January 1, 2017 through December 31, 2017. These funds are greatly appreciated, for they enable us to provide nutritionally balanced hot noontime meals to our congregate and homebound seniors Monday through Friday.

As of April 1, all congregate participants are required to re-register, filling out and updating the mandated 'blue' registration card. The Site Manager reviews all information and subsequently enters/updates each individual's data into the SAMS computer program, using NAPIS (National Aging Programs Information System).

Each time a member comes to the Center, they are required to manually sign in, enabling us to track and record daily attendance and participation in the congregate meals program into the SAMS roster, soon to be replaced by Peer Place. To maintain compliance with the rules and regulations set by SCOFA, the data on all new congregate participants will be recorded into the computer by the 8<sup>th</sup> of the following month, and all monthly stats and monthly reports will be completed and mailed to SCOFA by the 8<sup>th</sup> of each month as well.

Services for our Home delivered meal clients are similarly recorded and tracked. Prior to receiving meals, an initial phone intake is taken, followed by an in-home visit by the meals on wheels assessor, who will complete the NY Comprehensive AFM assessment on every homebound client. The information compiled will be recorded into Peer Place within 48 hours, and the hardcopy of the PDS will be kept in a secure, locked location in individual client folders.

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, local news media and television stations to help 'spread word' on the services we offer. Riverhead Senior Programs will ensure access for services to the four target groups which have the greatest economic and social needs. These groups are: minorities, low income, frail and vulnerable persons of the age of 60, and include those with Limited English Proficiency (LEP), lesbian, gay, bisexual, and transgender (LGBT) older adults. We have recently established a relationship with a representative from SAGE (*Services and Advocacy for GLBT Elders*) and have made available at our Center, copies of their monthly newsletters.

We continue to maintain a contract with LanguageLine Solutions, who provides the LEP senior population with no-cost translation services in multiple languages. Throughout the building, we have posted the signs provided to us by LanguageLine which read: *"Point to your language. An interpreter will be called. The interpreter is provided at no cost to you"*. This statement is written in twenty different languages and posted throughout the building. Office staff is aware of the availability of the services and have been trained in, and are provided with, the procedures and phone numbers needed to assist seniors with easy access to telephonic interpretation.

Information concerning our services, programs and events are explained in our brochures, newsletters and informational flyers, and are available at the Center, distributed to local churches, medical facilities and doctors' offices, and/or mailed upon request to residents' w/i the township. In addition, the town's Recreation Department gives us a small section to advertise in their seasonal brochures, which are mailed to every household in the town, we use local media to market our information on the radio, TV and the internet.

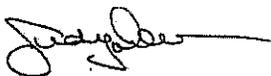
As Department Head for the Seniors Department, I am part of the town's Emergency Preparedness Team and partake in the town's emergency meetings as they are scheduled, usually from 72 hours out. The information and training learned in the early stages of a 'situation' allows the Department to prepare well in advance, and each staff member takes an active role in keeping our seniors prepared and informed. Extra food is kept on hand for emergencies, enabling us to prepare and send out additional meals to the homebound, should we not be able to reach their homes during the emergency. Working in conjunction with the Police Department, a list of special needs individuals is established should the need to evacuate arise, and until we are able to resume delivery by vehicle, we maintain daily phone contact with all homebound clients.

The cost of each meal to the seniors is a suggested voluntary donation of \$3.00 for a congregate meal and \$3.50 for a home delivered meal. All donations are made anonymously. A box labeled 'Suggested Daily Donation' is in the front lobby away from the view of the sign-in desk and other members. Envelopes are available at the clients' request. Homebound clients are asked to put their donation into the small brown envelope they receive from their driver every Thursday, and the sealed envelope is then picked up by the driver on Friday and brought into the office. The projection for donations during the 2017-2018 fiscal year is estimated at \$20,000 for congregate and \$15,000 for Home Delivered Meals.

The Riverhead Seniors Department is staffed with compassionate and caring individuals who do their best to ensure that the seniors are provided the very best of services at all times. In addition to the suggestion box which is kept in the dining room for comments and suggestions, surveys are periodically mailed to the homebound and handed out to the congregate, and we encourage them to share their thoughts and ideas with us at all times.

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

Personal Privacy Protection Agreement  
Between  
Suffolk County Office for the Aging  
And  
Town of Riverhead

**This Agreement (“the Agreement”)** 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 (“SCOFA”)**, located at the H. Lee Dennison Building – 3<sup>rd</sup> Floor, 100 Veterans Memorial Highway, Hauppauge, New York (Mailing address: P.O. Box 6100, Hauppauge, New York 11788-0099; and the Town of Riverhead (“the Contractor”) having an address at 200 Howell Avenue,, NY 11901.

Statewide databases, as defined under Personal Privacy Protection Law (PPPL), Article 6-A of the Public Officers Law, are software systems created, developed, or maintained by a state agency. Such databases and the information entered into these databases are subject to the requirements of the PPPL. The Peer Place Cloud-Based Data Management System (“Data System”), developed by Peer Place Networks, LLC, is maintained by and made available to AAA and its contractors by the New York State Office for the Aging (“NYSOFA”), a state agency, and is therefore a statewide database. Any reference to a System of Records herein shall also refer to a statewide database.

## I. DEFINITIONS

1. Data Subject: Any natural person about whom Personal Information has been collected by or on behalf of a state agency.
2. Personal Information (“PI”): Any information concerning a data subject which, because of name, number, symbol, mark, or other identifier, can be used to identify that data subject. Any reference to “Personally Identifiable Information” shall mean Personal Information, and the terms may be used interchangeably.
3. Protected Health Information (“PHI”): Protected Health Information carries the definition provided in 45 C.F.R. § 160.103.
4. System of Records: Any group of records under the actual or constructive control of any State agency which includes the Personal Information of one or more Data Subjects. Any reference to “statewide database” shall mean a System of Records, and the terms may be used interchangeably.
5. Health Commerce System (“HCS”): HCS is a secure web portal managed by the New York State Office of Information Technology Services. This secure, web portal is a gateway to a number of applications containing PI and PHI, and thus, designated to meet the highest levels of security.

The Data System is one of these applications. Only authenticated and authorized users, those who have received proper clearance and have a designated role, shall be granted access.

## II. RESPONSIBILITIES OF THE CONTRACTOR

- A. The Contractor acknowledges and understands that the Data System will include information that identifies individuals applying for or receiving services administered by SCOFA under the auspices of NYSOFA. This information is confidential and privileged. The Contractor shall comply with all applicable Federal and State privacy laws and regulations governing electronically stored data. The Contractor shall comply with PPPL requirements regarding data use, access, disclosure, privacy, and security as set forth in this Agreement. The Contractor shall monitor the performance of its employees, agents, contractors, and subcontractors in complying with the PPPL requirements and those identified in this Agreement. The Contractor shall maintain documentation of such efforts subject to audit.
- B. The Contractor understands that any statewide database maintained by a state agency, and entry of any Personal Information, as defined in Section Ninety-Two (92) of the Public Officers Law, into such database, are subject to the provisions of the PPPL. The Contractor understands that the requirements imposed by the PPPL will apply to such data due to its location within a system of records maintained by NYSOFA.
- C. The Contractor understands that, under the PPPL, NYSOFA is required to cause the requirements of the PPPL to be applied to any agreements it executes that relate to the use and entry of data in its systems of records. The Contractor understands that NYSOFA has extended these requirements to SCOFA by separate agreement, and that SCOFA likewise must cause the requirements of the PPPL to be applied to any agreements it executes that relate to the use and entry of data in its systems of records. The Contractor agrees that its use of and entry of data into the statewide database will comply with all requirements applicable to such data under the PPPL.
- D. The Contractor understands and agrees that the requirements of the PPPL and those identified in this Agreement must also be applied to any contracts and/or subcontracts entered into by the Contractor which involve use of and/or access to the Data System or any Personal Information which is or will be located therein, including the collection of Personal Information and entry into the Data System. The Contractor is responsible for ensuring that all such requirements are extended to all contractors and/or subcontractors.
- E. The Contractor agrees to comply with all current and future policies, procedures, and instructions issued by NYSOFA or SCOFA relating to the handling of any data which is subject to the PPPL.

- F. The Contractor will fully inform all employees, agents, and subcontractors authorized to access the statewide database of the confidential nature of the information contained therein, the safeguards required to protect the information, and any civil and criminal sanctions for noncompliance contained in applicable State and Federal laws.
- G. The Contractor shall make no disclosures of Personal Information other than those allowable under the PPPL or as permitted by SCOFA and/or NYSOFA.
- H. The Contractor shall comply with instructions issued by NYSOFA or SCOFA that relate to collecting and making available certain client data for purposes of emergency preparedness. Such instructions may require utilization of a module or program made available within the Data System to maintain the information necessary to respond to an emergency and to generate a report of such data in the event of an emergency.
- I. The Contractor shall comply with the requirements of 45 C.F.R. § 1321.51 and all other applicable federal and state laws and regulations in obtaining the informed consent of individuals from whom information is collected, recorded, or shared in connection with the provision of services. The Contractor will comply with instructions provided by NYSOFA or SCOFA regarding the obtaining of and documenting of informed consent. This includes use by the Contractor of any scripts, processes, and procedures developed by NYSOFA or SCOFA and provided to the Contractor which relate to obtaining and documenting of the informed consent of an individual to capture, share, and/or disclose his or her information, including the use of such information for purposes of emergency preparedness.
- J. The Contractor must comply with the requirements of the HCS. The Contractor shall designate a dedicated HCS Director and HCS Coordinator upon the execution of the Agreement.
- K. The Contractor must comply with all password requirements in order to safeguard personal privacy.

### **III. Confidentiality of Records**

- A. Notwithstanding the foregoing, the Contractor expressly agrees to preserve the confidentiality of all data and information shared, received, collected, or obtained as a result of this Agreement. No disclosure, re-disclosure or release of such data or information is to be made, permitted, or encouraged by the Contractor or its officers or employees, except as expressly authorized by law. It is further understood and agreed that no such data or information is to be used for personal benefit. The County further agrees that its employees shall be specifically instructed in regard to their obligation to keep such data and information in confidence and their liability upon breach of confidentiality to all the penalties prescribed by law.

- B. The Contractor further agrees to implement such procedures for safeguarding information, as the County shall require. The Contractor further agrees to indemnify and hold the County harmless against any loss, damage, cost or expense arising out of any suit, claim or demand which may be brought or made against the County by reason of a breach of these provisions as specified in Section V of this Agreement.
- C. Any document of the County used by the Contractor in this Agreement shall remain the property of the County and shall be kept confidential in accordance with applicable laws, rules, and regulations.
- D. Contractor must develop and implement policies and practices to ensure the maintenance of confidential individual information.

#### **IV. TERM, SUSPENSION AND TERMINATION**

- A. The term of this Agreement shall commence upon full execution and shall remain in effect for one (1) year, and thereafter shall be automatically renewed on a yearly basis, unless amended or otherwise terminated in writing as set forth immediately below.
- B. SCOFA may immediately suspend, limit, or terminate this Agreement and/or access by the Contractor, its agents, employees, or subcontractors to the Data System in writing by SCOFA upon a failure to comply with:
  - i. the terms of this Agreement; or
  - ii. any applicable federal or state laws or regulations such that it compromises the security and/or integrity of the Data System or the data contained therein.
- C. To the extent necessary to comply with the requirements of the PPPL and any other applicable State or Federal law, the terms of this Agreement shall survive its termination.
- D. SCOFA's right to terminate this Agreement for breach thereof shall not limit the right of the SCOFA to undertake any other action under the Agreement, or State or Federal law, to enforce this Agreement and secure satisfactory corrective action, or to undertake other remedial actions permitted by State or Federal law to effect adherence to the requirements herein, including seeking damages, penalties, and restitution as permitted under such law.

#### **V. GENERAL PROVISIONS**

- A. No modification of this Agreement will be effective unless it is in writing and fully executed by the parties hereto. Any failure to enforce a provision of this Agreement shall not be construed as a waiver of any succeeding breach of such provision, or a waiver of the provision itself.

B. The Contractor may not assign this Agreement, its obligations, or any interest hereunder. Any assignment of this Agreement shall be null and void.

C. The Agreement 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.

D. If any term or provision, or portion thereof, of this Agreement is, or becomes, invalid or unenforceable under any applicable statute or rule of law or public policy, it is to be deemed severed from this Agreement to the extent of its unenforceability or invalidity, and shall have no effect on the validity or enforceability of any other term or provision, or of this Agreement as a whole, which shall remain in full force and effect.

E. 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 Agreement.

F. The Contractor hereby represents and warrants that it will not infringe upon any copyright in performing the terms of this Agreement. 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.

G. 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 Agreement, 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.

H. The Contractor hereby waives, releases and forever discharges the County, its successors, executors, administrators, heirs, assigns, officers, officials, employees, contractors, agents and other persons from any and all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises,

variances, trespasses, damages, judgments, extents, executions, claims and demands whatsoever, known or unknown, direct or consequential, foreseen and unforeseen, matured or unmatured, concealed or in law, admiralty or equity, which the Contractor, its heirs, successors or assigns, ever had, now have, or hereafter can, shall or may have for, upon, or by reason of any matter, cause or thing whatsoever, from the beginning of time to the date of this Agreement.

I. 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 Agreement 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 of the County of Suffolk after full disclosure is obtained.

J. 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 Agreement.

K. It is expressly agreed that the status of the Contractor and the County hereunder are that of independent contractors. Neither the Contractor nor any person hired by the Contractor shall be considered employees of the County for any purpose whatsoever. Likewise, neither the County nor any person hired by the County shall be considered employees of the Contractor for any purpose whatsoever.

L. It is expressly agreed that this instrument represents the entire agreement of the parties and that all previous understandings are merged in this Agreement.

M. This Agreement shall not be construed to inure to the benefit of third parties.

N. 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 one (1) of the Agreement 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 SCOFA and also to the County Attorney at 100 Veterans Memorial Highway, P.O. Box 6100, (Sixth Floor), Hauppauge, New York, 11788-0099.

**Attachment**

**PERFORMANCE MEASUREMENTS FOR THE NUTRITION PROGRAMS**

Each Nutrition Contractor will be evaluated annually using the following performance measurements.

1. Each Contractor must report total meals served monthly no later than the twelfth (12<sup>th</sup>) of the month. These numbers will be compared to the percentage of the contract term elapsed.
2. Each Contractor will be monitored annually by the S.C. Office for the Aging staff for programmatic compliance and for kitchen safety. Below are listed the areas to be monitored that will receive numerical values for compliance.
  - A. **Programmatic** (each section is worth 10 points.)
    1. Service activity / Performance
    2. Targeting
    3. Staffing
    4. Accountability / Reporting
    5. Security
    6. Service practices
  - B. **Kitchen** (each section is worth 10 points)
    7. Menus
    8. Certifications/ Signs
    9. Meal Service
    10. Sanitation / Storage

## Article IA

### Grievance Procedures

#### 1. Purpose

In accordance with §306 (a) (10) of the Older Americans Act, as amended (OAA), the Suffolk County Office for the Aging has established a process for resolving complaints from older persons who are dissatisfied with or denied services funded under Title III of the Act.

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

- a. The Contractor shall inform all participants in the program of the right to file a grievance. A summary of the procedures, including a statement that assistance to file shall be provided to older persons, must be prominently posted at service delivery sites or offices at which participants and service applicants apply for services. Summaries must be in a format approved by the Department and shall also be written in languages other than English where required to serve the client/applicant population. Service participants shall be informed of the grievance procedures through written and verbal statements provided to them upon assessment and/or reassessment for services.
- b. A participant or applicant who is denied services by the Contractor and the Department's 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 the Department, which shall include a written statement setting forth in detail the date, time and circumstances that are the basis of the complaint.
- b. Investigation and Response to Grievance:
  - i. The designated reviewer who performs the initial review shall investigate the grievance, including, as appropriate, meeting with the grievant and other persons involved in the action(s) complained of or in the denial of services.
  - ii. The reviewer shall review all pertinent facts and/or documents, and shall determine whether the agency action was made in accordance with lawful procedures (that is, consistent with applicable OAA and/or State laws, regulations and policies) and supported by the facts.

iii. The designated reviewer shall prepare and send a written response to the grievant and to the Department's Director within fifteen (15) days after the grievance is filed. The response shall set forth the circumstances relating to the grievance, the action requested by the grievant, the findings of the reviewer, a proposed remedial action, if any, and reason(s) for and facts relied on in the determination.

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

i. The grievant may initiate a request for subsequent review by the Department's Director within twenty (20) calendar days following receipt of notification by the Program Administrator of the decision.

ii. The Department's Director shall request copies of the initial file on the complaint in question. The Department's Director will review the materials to ensure that pertinent policies and procedures have been applied and followed. If appropriate, the Department's Director or his/her designee will meet with the older person to allow the grievant an opportunity to present information about the grievance.

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

**4. Record Keeping**

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

**5. Confidentiality**

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

**End of Text for Article I**

Article II  
Definitions

1. Meanings of Terms

As used herein:

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

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

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

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

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

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

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

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

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

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

“**Event of Default**” means

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

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

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

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

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

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

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

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

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

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

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

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

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

**2. Elements of Interpretation**

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

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

**End of Text for Article II**

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

**1. Contractor Responsibilities**

**a. Duties and Obligations**

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

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

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

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

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

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

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

**c. Notifications**

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

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

iii.) In the event that the Contractor is not able to perform the Services due to a loss of license, the Contractor shall not be reimbursed for the Services rendered after the effective date of termination of such license. Without limiting the

generality of the foregoing, if any part of the Contract remains to be performed, and the termination of the license does not affect the Contractor's ability to render the Services, every other term and provision of the Contract shall be valid and enforceable to the fullest extent permitted by law.

**d. Documentation of Professional Standards**

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

**e. Credentialing**

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

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

**f. Engineering Certificate**

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

**2. Termination**

**a. Thirty Days Termination**

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

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

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

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

**c. Termination Notice**

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

**d. Duties upon Termination**

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

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

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

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

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

**3. Indemnification and Defense**

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

incurred by the County, its agents, servants, officials, and employees in any action or proceeding arising out of, or in connection with, the Contract.

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

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

**4. Insurance**

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

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

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

iii.) Workers' Compensation and Employer's Liability insurance in compliance with all applicable New York State laws and regulations and Disability Benefits insurance, if required by law. The Contractor shall furnish to the County, prior to its execution of the Contract, the

documentation required by the State of New York Workers' Compensation Board of coverage or exemption from coverage pursuant to §§57 and 220 of the Workers' Compensation Law. In accordance with General Municipal Law §108, the Contract shall be void and of no effect unless the Contractor shall provide and maintain coverage during the Term for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

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

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

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

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

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

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

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

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

**5. Independent Contractor**

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

**6. Severability**

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

**7. Merger; No Oral Changes**

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

**8. Set-Off Rights**

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

**9. Non-Discrimination in Services**

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

- i.) deny any individual the Services provided pursuant to the Contract; or
- ii.) provide the Services to an individual that is different, or provided in a different manner, from those provided to others pursuant to the Contract; or
- iii.) subject an individual to segregation or separate treatment in any matter related to the individual's receipt of the Services provided pursuant to the Contract; or
- iv.) restrict an individual in any way from any advantage or privilege enjoyed by

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

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

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

**10. Nonsectarian/Nonpartisan Declaration**

The Services performed under the Contract are secular and non partisan 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 moneys that may be due or become due hereunder, (collectively referred to in this paragraph 16 as "Assignment"), to any other person, entity or thing without the prior written consent of the County, and any attempt to do any of the foregoing without such consent shall be void ab initio.

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

17. Changes to Contractor

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

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

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

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

- i.) the proposed effective date of the Permitted Transfer, which shall not be less than thirty (30) days nor more than one hundred eighty (180) days after the date of delivery of the Transfer Notice;
- ii.) a summary of the material terms of the proposed Permitted Transfer;
- iii.) the name and address of the proposed transferee;
- iv.) such information reasonably required by the County, which will enable the County to determine the financial

responsibility, character, and reputation of the proposed transferee, nature of the proposed assignee/transferee's business and experience;

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

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

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

e. Notwithstanding the County's consent,

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

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

18. No Intended Third Party Beneficiaries

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

19. Certification as to Relationships

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

**20. Publications**

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

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

**21. Copyrights and Patents**

**a. Copyrights**

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

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

**b. Patents**

If the Contractor develops, invents, designs or creates any idea, concept, code, processes or other work or materials during the Term, or as a result of any Services performed under the Contract (“patent eligible subject matter”), it shall be the sole property of the County. The Contractor hereby assigns to the County its entire right, title and interest, if any, to all patent eligible subject matter, and agrees to do all acts and execute all documents, and to use its best efforts to

ensure that its employees, consultants, subcontractors, vendors and agents do all acts and execute any documents, necessary to vest ownership in the County of any and all patent eligible subject matter. The Contractor may not apply for or secure for itself patent protection. The County reserves to itself, and the Contractor hereby gives to the County, and to any other person designated by the County, consent to produce or otherwise use any item so discovered and/or the right to secure a patent for the discovery or invention. This paragraph shall survive any completion, expiration or termination of this Contract.

**22. Arrears to County**

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

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

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

**24. Certification Regarding Lobbying**

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

**25. Record Retention**

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

Without limiting the generality of the foregoing, records directly related to contract expenditures shall be kept for a period of ten (10) years because the statute of limitations for the New York False Claims Act (New York False Claims Act § 192) is ten (10) years.

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

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

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

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

**27. Notice**

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

**End of Text for Article III**

**Article IV**  
**Suffolk County Legislative Requirements**

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

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

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

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

**Required Form:**

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

**2. Living Wage Law**

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

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

**Required Forms:**

Suffolk County Living Wage Form LW-1; entitled "Suffolk County Department of Labor – Living Wage Unit Notice of

Application for County Compensation (Contract)."

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

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

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

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

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

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

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

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

**Required Form:**

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

**4. Lawful Hiring of Employees Law**

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

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

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

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

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

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

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

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

law, shall be required to sign such sign-in sheets/register/log books to indicate their presence on the site during such working hours.

**Required Forms:**

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

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

**5. Gratuities**

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

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

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

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

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

**7. Child Sexual Abuse Reporting Policy**

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

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

**8. Non Responsible Bidder**

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

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

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

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

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

**10. Youth Sports**

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

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

**11. Work Experience Participation**

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

withhold payment, terminate the Contract or exercise such other remedies as may be appropriate in the circumstances.

**12. Safeguarding Personal Information of Minors**

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

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

**13. Contract Agency Performance Measures and Reporting Requirements**

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

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

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

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

**End of Text for Article IV**

Article V  
General Fiscal Terms and Conditions

I. General Payment Terms

a. Presentation of Suffolk County Payment Voucher

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

b. Voucher Documentation

The Suffolk County Payment Voucher shall list all information regarding the Services and other items for which expenditures have been or will be made in accordance with the Contract. Either upon execution of the Contract (for the Services already rendered and expenditures already made), or not more than thirty (30) days after the expenditures were made, and in no event after the 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 and all program Budget categories. The Suffolk County Payment Voucher shall include time records, certified by the Contractor as true and accurate, of all personnel for whom expenditures are claimed during the period. Time and attendance records of a project director, if any, shall be certified by the Chairperson, President or other designated member of the Board of Directors of the Contractor. All Suffolk County Payment Vouchers must bear a signature as that term is defined pursuant to New York State General Construction Law §46 by duly authorized persons, and certification of such authorization with certified specimen signatures thereon must be filed with the County by a Contractor official empowered to sign the Contract. Disbursements made by the Contractor in accordance with the Contract and submitted for reimbursement must be documented and must comply with accounting procedures as set forth by the Suffolk County Department of Audit and Control. Documentation, including any other form(s) required by County or the Suffolk County Department of Audit and Control, shall be furnished to the County pursuant to, and as limited by, the Regulations for Accounting Procedures for

Contract Agencies of the Suffolk County Department of Audit and Control. In addition to any other remedies that the County may have, failure to supply the required documentation will disqualify the Contractor from any further County contracts.

c. Payment by County

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

d. Budget Modification

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

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

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

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

e. Budget and/or Services Revisions

i.) The parties shall use the Contract Budget/Services Revision Approval Form (Budget /Services Revisions) for revisions to the Budget and Services involving any change to the total cost of the Contract due to a resolution of the Legislature, changes to the County's adopted annual budget, or for any other reason necessitating revisions to the Budget or Services.

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

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

**f. Taxes**

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

**g. Final Voucher**

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

**2. Subject to Appropriation of Funds**

- a. The Contract is subject to the amount of funds appropriated each fiscal year and any subsequent modifications thereof by the County Legislature and no liability shall be incurred by the County beyond the amount of funds appropriated each fiscal year by the County Legislature for the Services.
- b. If the County fails to receive Federal or State funds originally intended to pay for the Services, or to reimburse the County, in whole or in part, for payments made for the Services, the County shall have the sole and exclusive right to:
  - i.) determine how to pay for the Services;
  - ii.) determine future payments to the Contractor; and
  - iii.) determine what amounts, if any, are reimbursable to the County by the Contractor and the terms and conditions under which such reimbursement shall be paid.
- h. The County may, during the Term, impose a Budget Deficiency Plan. In the event that a Budget Deficiency Plan is imposed, the County shall promptly notify the Contractor in writing of the terms and conditions thereof, which shall be deemed incorporated in and made a part of the Contract, and the Contractor shall implement those terms and conditions in no less than fourteen (14) days.

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

- a. Upon request, the Contractor shall submit to the County a current copy, certified by the Contractor as true and accurate, of its
  - i.) salary scale for all positions listed in the Budget;
  - ii.) personnel rules and procedures;
  - iii.) pension plan and any other employee benefit plans or arrangements.
- b. The Contractor shall not be entitled to reimbursement for costs under any pension or benefit plan the Comptroller deems commercially unreasonable.
- c. Notwithstanding anything in this paragraph 3 of this Article V, the County shall not be limited in requesting such additional financial information it deems reasonable.

**4. Accounting Procedures**

- a. The Contractor shall maintain accounts, books, records, documents, other evidence, and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of the Contract, in accordance with generally accepted accounting principles and with rules, regulations and financial directives, as may be promulgated by the Suffolk County Department of Audit and Control and the Department. The Contractor shall permit inspection and audit of such accounts, books, records, documents and other evidence by the Department and the Suffolk County Comptroller, or their representatives, as often as, in their judgment, such inspection is deemed necessary. Such right of inspection and audit as set forth in subparagraph b. below shall exist during the Term and for a period of seven (7) years after expiration or termination of the Contract.
- b. The Contractor shall retain all accounts, books, records, and other documents relevant to the Contract for seven (7) years after final payment is made by the County. Federal, State, and/or County auditors and any persons duly authorized by the County shall have full access and the right to examine any of said materials during said period. Such access is granted notwithstanding any exemption from disclosure that may be claimed for those records which are subject to nondisclosure agreements, trade secrets and

commercial information or financial information that is privileged or confidential.

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

#### 5. Audit of Financial Statements

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

#### 6. Financial Statements and Audit Requirements

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

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

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

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

- d. "Subrecipients" – Federally Funded Programs and Grants

- i.) In the event the Contractor is a "Subrecipient" as that term is defined in 2 CFR § 200.93 and the Contractor expends seven hundred fifty thousand (\$750,000.00) dollars or more of Federal moneys, whether as a recipient expending awards received directly from Federal awarding agencies or as a Contractor expending Federal awards received from a pass-through entity such as New York State and/or Suffolk County, during any fiscal year within which it receives funding under the Contract, the audit referred to under this paragraph 6 must be conducted and any the audit report must be in accordance with OMB Uniform Grant Guidance – 2 CFR Part 200 ("Single Audit Report"). Single Audit Reports must also be uploaded to the Federal Audit Clearinghouse, to the extent required by the OMB Uniform Grant Guidance referred to above. In addition, the Single Audit Report, respective financial statements and any Management Letters must be submitted to the Department set forth on page one of this Contract and emailed to the Executive Director of Auditing Services at [subrecipientmonitoring@suffolkcountynv.gov](mailto:subrecipientmonitoring@suffolkcountynv.gov) 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.

- ii.) In the event the Contractor is a "Subrecipient" as that term is defined in 2 CFR § 200.93 and the Contractor expends less than seven hundred fifty thousand (\$750,000.00) dollars of Federal moneys, whether as a recipient expending awards received directly from Federal awarding agencies or as a Contractor expending Federal awards received from a pass-through entity such as New York State and/or Suffolk County, during any fiscal year the Contractor must email a certified Exemption Letter, the form of which shall be provided by the Department, on the Contractor's Letterhead and a Schedule of Federal Funds Expended to the respective County Department and the Executive Director of Auditing Services at [subrecipientmonitoring@suffolkcountynv.gov](mailto:subrecipientmonitoring@suffolkcountynv.gov) within thirty (30) days of the end of the Contractor's fiscal year. The Schedule of Federal Funds Expended 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.

- iii.) Subrecipients may include, but not necessarily be limited to, not-for-profit organizations; units of state government or a unit of local governments.

- e. Copies of any other audit reports including oversight agency audits must be submitted to the Department set forth on page one of this Contract and emailed to the Executive Director of Auditing Services at [Audits@suffolkcountynv.gov](mailto:Audits@suffolkcountynv.gov) within thirty (30) days after completion of the audit(s).
- f. The requirements set forth in this paragraph 6 shall not preclude the authorized representatives of the County, the Comptroller, or Federal or State entities from conducting any other duly authorized audit(s) of records of the Contractor. The Contractor shall make such records available to authorized representatives of Federal, State and County government for that purpose.
- g. The provisions of this paragraph 6 shall survive the expiration or termination of the Contract.

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

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

Prior to placing any order to purchase, rent or lease any furniture, fixtures, or equipment valued in excess of one thousand dollars (\$1,000.00) per unit for which the Contractor will seek reimbursement from the County, the Contractor shall submit to the County a written

request for approval to make such a proposed purchase, rental or lease, with a list showing the quantity and description of each item, its intended location and use, estimated unit price or cost, and estimated total cost of the proposed order. Written approval of the County shall be required before the Contractor may proceed with such proposed purchase, rental or lease of furniture, fixtures or equipment. All items purchased must be new or like new unless specifically described otherwise in the Budget.

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

- i.) The Contractor shall follow the general practices that are designed to obtain furniture, fixtures, equipment, materials, or supplies at the most reasonable price or cost possible.
- ii.) The County reserves the right to purchase or obtain furniture, fixtures, equipment, materials, or supplies for the Contractor in accordance with the programmatic needs of the Contract. If the County exercises this right, the amount budgeted for the items so purchased or obtained by the County for the Contractor shall not be available to the Contractor for any purpose whatsoever. Title to any such items purchased or otherwise obtained by the County for the programs encompassed by the Contract and entrusted to the Contractor, shall remain in the County.
- iii.) The County shall retain a proprietary interest in all furniture, removable fixtures, equipment, materials, and supplies purchased or obtained by the Contractor and paid for or reimbursed to the Contractor pursuant to the terms of the Contract or any prior agreement between the parties.
- iv.) The Contractor shall attach labels indicating the County's proprietary interest or title in all such property.

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

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

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

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

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

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

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

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

**8. Lease or Rental Agreements**

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

**9. Statement of Other Contracts**

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

**10. Miscellaneous Fiscal Terms and Conditions**

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

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

**b. Duplicate Payment from Other Sources**

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

**c. Funding Identification**

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

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

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

- i.) The County is not the Fund Source for the additional services;
- ii.) Sufficient funding is available for or can be generated by the Contractor to cover the cost incurred by the Contractor to provide these additional services; and

- iii.) If sufficient funding is not available or cannot be generated, the County shall not be held liable for any of the additional costs incurred by the Contractor in furnishing such additional services.
- iv.) Prior to scheduling any such additional services on County-owned property, the Contractor shall obtain written County approval. The Contractor shall, to the County's satisfaction, submit any documentation requested by the Department reflecting the change, and identify the additional services to be provided and the source of funding that shall be utilized to cover the expenditures incurred by the Contractor in undertaking the additional services.
- c. Potential Revenue**
- The Contractor shall actively seek and take reasonable steps to secure all potential funding from grants and contracts with other agencies for programs funded by the County.
- f. Payments Contingent upon State/Federal Funding**
- Payments under the Contract may be subject to and contingent upon continued funding by State and/or Federal agencies. In the event payments are subject to such funding no payment shall be made until the Contractor submits documentation in the manner and form as shall be required by State and/or Federal agency. If late submission of claims precludes the County from claiming State or Federal reimbursement, such late claims by the Contractor shall not be paid by the County subject to subparagraph g. below, if, for any reason, the full amount of such funding is not made available to the County, the Contract may be terminated in whole or in part, or the amount payable to the Contractor may be reduced at the discretion of the County, provided that any such termination or reduction shall not apply to allowable costs incurred by the Contractor prior to such termination or reduction, and provided that money has been appropriated for payment of such costs.
- g. Denial of Aid**
- If a State or Federal government agency is funding the Contract and fails to approve aid in reimbursement to the County for payments made hereunder by the County to the Contractor for expenditures made during the Term because of any act, omission or negligence on the part of the Contractor, then the County may deduct and withhold from any payment due to the Contractor an amount equal to the reimbursement denied by the state or federal government agency, and the County's obligation to the Contractor shall be reduced by any such amounts. In such an event, if there should be a balance due to the County after it has made a final
- payment to the Contractor under the Contract, on demand by the County, the Contractor shall reimburse the County for the amount of the balance due the County, payable to the Suffolk County Comptroller. The provisions of this subparagraph shall survive the expiration or termination of the Contract.
- h. Budget**
- The Contractor expressly represents and agrees that the Budget lists all revenue, expenditures, personnel, personnel costs and/or all other relevant costs necessary to provide the Services.
- i. Payment of Claims**
- Upon receipt of a Suffolk County Payment Voucher, the County, at its discretion, may pay the Contractor during the Term, in advance, an amount not to exceed one sixth (1/6) of the maximum amount to be paid by the County set forth on the first page of the Contract.
- j. Payments Limited to Actual Net Expenditures**
- The Contractor agrees that if, for any reason whatsoever, the Contractor shall spend during the Term for the purposes set forth in the Contract an amount less than, or receive amounts more than, provided in the Budget, the total cost of the Contract shall be reduced to the net amount of actual Contractor expenditures made for such purposes. The total amount to be paid by the County shall not exceed the lesser of (i) actual net expenditures or (ii) the total cost of the Contract on the cover page and in the Budget. Upon termination or expiration of the Contract, if the Contractor's total amount of allowable expenses is less than the total amount of the payments made during the Term, the Contractor shall prepare a check payable to the Suffolk County Comptroller for the difference between the two amounts and submit such payment to the County, along with the final Suffolk County Payment Voucher.
- k. Travel, Conference, and Meeting Attendance: SOP A-07 Amendment 1**
- Reimbursement to the Contractor for travel costs shall not exceed amounts allowed to County employees. All conferences that are partially or fully funded by the County that the Contractor's staff wishes to attend must be pre-approved, in writing, by the County and must be in compliance with Suffolk County Standard Operating Procedure A-07 which may be viewed online at the County's website, SuffolkCountyny.gov; go to "Government," then "Comptroller," then "Consultant's Agreements."

**i. Salaries**

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

**m. Salary Increases**

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

**n. Contractor Vacancies**

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

subject to the availability of funding, approval for the hiring of replacement clerical shall be a Contractor determination.

**o. No Limitation On Rights**

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

**p. Comptroller's Rules and Regulations**

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

**End of Text for Article V**

**Article VI**

**Budget**

**Town of Riverhead**

**RATE PAGE**

**Nutrition Program for the Elderly  
January 1, 2017 – December 31, 2017**

**CONGREGATE MEALS**

**\$5.03**

**HOME DELIVERED MEALS**

**\$7.10**

**Exhibit 1  
 SUBRECIPIENT CONTRACT DOCUMENTATION**

<b>Granting Department:</b> Suffolk County Office for the Aging	<b>Federal Awarding Agency:</b> Health and Human Services	<b>Federal Award Identification Number:</b> N/A	<b>CFDA Number:</b> 93.045
<b>Awarding Official Name and Contact Information:</b> Suffolk County Office for the Aging 100 Veterans Memorial Hwy PO BOX 6100 Hauppauge, NY 11788	<b>County Contract Number:</b>	<b>Contract Percentage:</b>  <b>Federal Percentage:90%. State Percentage: County Percentage: 10%</b>	<b>Federal Award Date:</b> 1/1/17.
	<b>Contract Period of Performance:</b> 1/1/17-12/31/17.		
<b>Subrecipient Name &amp; Address</b> Town of Riverhead 200 Howell Avenue Riverhead, NY 11901	<b>Research &amp; Development</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>Federal Funds Obligated by this Action</b> \$231,091	<b>Federal Funds Obligated to Subrecipient by County including current obligation:</b> \$231,091
	<b>Total Federal Award Committed to Subrecipient by the County:</b> \$231,091		
<b>Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&amp;A) costs):</b> Not to exceed 20%00			
<b>Approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government or, if no such rate exists, either a rate negotiated between the pass-through entity and the subrecipient (in compliance with this part), or a de minimis indirect cost rate as defined in §200.414 Indirect (F&amp;A) costs, paragraph (f):</b> Not to exceed 20%			
<b>Federal Award Project Description:</b> Title III-C-1 of the Older Americans Act			
<b>Requirements imposed by the pass-through entity on the subrecipient so that the Federal award is used in accordance with Federal statutes, regulations and the terms and conditions of the Federal award:</b> Requirements are detailed in the contract with Suffolk County.			
<b>Additional requirements that the pass-through entity imposes on the subrecipient in order for the pass-through entity to meet its own responsibility to the Federal awarding agency including identification of any required financial and performance reports:</b> Requirements are detailed in the contract with Suffolk County			
<b>Close-Out Direction:</b> All vouchers and backup must be submitted within 30 days of award period..			
<b>The above information is to be furnished to all subrecipients of federal awards as stated in 2 CFR Part 200.331.</b>			

**Exhibit 1**  
**SUBRECIPIENT CONTRACT DOCUMENTATION**

<b>Granting Department:</b> Suffolk County Office for the Aging	<b>Federal Awarding Agency:</b> Health and Human Services.	<b>Federal Award Identification Number:</b> N/A	<b>CFDA Number:</b> 93.053.
<b>Awarding Official Name and Contact Information:</b> Suffolk County Office for the Aging 100 Veterans Memorial Hwy PO BOX 6100 Hauppauge, NY 11788	<b>County Contract Number:</b> N/A	<b>Contract Percentage:</b>  <b>Federal Percentage:</b> 100%. <b>State Percentage:</b> <b>County Percentage:</b>	<b>Federal Award Date:</b> 1/1/17.
	<b>Contract Period of Performance:</b> 1/1/17-12/31/17.		
<b>Subrecipient Name &amp; Address</b> Town of Riverhead 200 Howell Avenue Riverhead, NY 11901	<b>Research &amp; Development</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>Federal Funds Obligated by this Action:</b> \$29,968	<b>Federal Funds Obligated to Subrecipient by County including current obligation:</b> \$29,968
	<b>Total Federal Award Committed to Subrecipient by the County:</b> \$29,968		
<b>Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&amp;A) costs):</b> N/A			
<b>Approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government or, if no such rate exists, either a rate negotiated between the pass-through entity and the subrecipient (in compliance with this part), or a de minimis indirect cost rate as defined in §200.414 Indirect (F&amp;A) costs, paragraph (f):</b> N/A			
<b>Federal Award Project Description:</b> Nutrition Services Incentive Program			
<b>Requirements imposed by the pass-through entity on the subrecipient so that the Federal award is used in accordance with Federal statutes, regulations and the terms and conditions of the Federal award:</b>  Requirements are detailed in the contract with Suffolk County.			
<b>Additional requirements that the pass-through entity imposes on the subrecipient in order for the pass-through entity to meet its own responsibility to the Federal awarding agency including identification of any required financial and performance reports:</b> Requirements are detailed in the contract with Suffolk County			
<b>Close-Out Direction:</b> All vouchers and backup must be submitted within 30 days of close of award period..			
<b>The above information is to be furnished to all subrecipients of federal awards as stated in 2 CFR Part 200.331.</b>			

TOWN OF RIVERHEAD

Resolution # 324

**AUTHORIZES THE SUPERVISOR TO EXECUTE AN AGREEMENT WITH ALL-WAYS ELEVATOR, INC. FOR ELEVATOR MAINTENANCE AND SERVICE AT THE GEORGE YOUNG COMMUNITY CENTER**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, the Town of Riverhead operates an elevator at the George Young Community Center/Jamesport Community Center in Jamesport, a Town facility; and

**WHEREAS**, the Town of Riverhead requires elevator maintenance and service regarding the elevator at the George Young Community Center/Jamesport Community Center; and

**WHEREAS**, All-Ways Elevator, Inc. is ready willing and able to provide elevator service and maintenance at the George Young Community Center/Jamesport Community Center.

**NOW THEREFORE BE IT RESOLVED**, that the Supervisor is authorized to execute an agreement with All-Ways Elevator, Inc., in substantially the same form annexed hereto, regarding elevator service and maintenance at the George Young Community Center/Jamesport Community Center in Jamesport, a Town facility, for a fee of \$3,300.00 per year; and be it further

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

## CONSULTANT/PROFESSIONAL SERVICES AGREEMENT

This Agreement made the \_\_\_\_\_ of \_\_\_\_\_, 2017, between the TOWN OF RIVERHEAD, a municipal corporation organized and existing under the laws of New York, with its office located at 200 Howell Avenue, Riverhead, New York 11901 (hereinafter referred to as the "Town") and All-Ways Elevator, Inc., a corporation existing under the laws of the State of New York with a principal place of business at 5 Davids Drive, Hauppauge, New York, 11788 (hereinafter referred to as "Consultant").

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

1. SCOPE OF SERVICES – SERVICE LOCATION: George Young Senior Center, 446 South Jamesport Avenue, Riverhead, New York 11901

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

### 2. TERM OF AGREEMENT

The Agreement shall commence on May 1, 2017 and terminate on May 1, 2020, unless such Agreement is terminated sooner as addressed in paragraph 7 in this Agreement.

### 3. PAYMENT

For these services, Town will pay Consultant an annual rate of \$3,300.00 (three thousand, three hundred dollars) payable in four quarterly instalments of \$825.00 at the rates set forth in the attached schedule. The Town shall not have any liability for any other expenses or costs incurred by Consultant except for expenses expressly provided for in the attached schedule. Consultant shall not incur any expenses in Town's behalf except for those items expressly provided for in the attached schedule. Invoices for services and reimbursable expenses shall contain the following statement signed by Consultant, or if this Agreement is with a firm, an officer or authorized representative of the firm: "I hereby certify, to the best of my knowledge and belief, that this invoice is correct, and that all items invoiced are based upon actual costs incurred or services rendered consistent with the terms of the professional services agreement." Each invoice for reimbursable expenses shall be supported by: (a) an itemized description of expenses claimed; (b) pertinent information relative to the expenses; and (c) attached receipts. Invoices shall reference this Agreement or otherwise be identified in such a manner as Town may reasonably require.

### 4. RIGHTS TO DOCUMENTS OR DATA

All information and data, regardless of form, generated in the performance of, or delivered under this Agreement, as well as any information provided to Consultant by Town, shall be and remain the sole property of Town. Consultant shall keep all such information and data in confidence

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

#### 5. PUBLICITY

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

#### 6. ASSIGNMENT AND SUBCONTRACTING

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

#### 7. TERMINATION

This Agreement may be terminated at any time for any reason by either party upon 30 days written notice to the other party. In the event of such termination, Town shall have no further obligation to Consultant except to make any payments which may have become due under this Agreement regarding services rendered to the date of the written termination notice. In the event of termination, the Town shall be entitled to a pro rata credit regarding invoice payments previously conveyed to the date of written termination notice.

#### 8. RECORDS

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

#### 9. CHANGES

The Town, by resolution of the Town Board or written request by at least three members of the Town Board, within the general scope of this Agreement, may, at any time by written notice to Consultant, issue additional instructions, require additional services or direct the omission of services covered by this Agreement. In such event, there will be made an equitable adjustment in price and time of performance, but any claim for such an adjustment must be made within 15 days of the receipt of such written notice. In the event that the Consultant determines that a change order is required, Consultant shall obtain written approval of the Town, by resolution or written consent of at least three members of the Town Board, and if the change shall require the payment of additional compensation, Consultant must obtain the written approval of three

members of the Town Board or resolution of the Town Board for the additional compensation prior to commencement of work regarding the change order. It is agreed and understood that no oral agreement, conversation, or understanding between the Consultant and the Town, its departments, officers, agents and employees shall effect or modify any of the terms or obligations of this Agreement or schedules annexed hereto and made a part hereof.

#### 10. NOTICES

Any notice shall be considered as having been given: (i) to Town of Riverhead if mailed by certified mail, postage prepaid to Town of Riverhead, Attention: Daniel P. McCormick, Esq., Deputy Town Attorney, Town Attorney's Office, 200 Howell Avenue, Riverhead, New York 11901; or (ii) to Consultant if mailed by certified mail, postage prepaid to Bruce Anderson, Jr., Service Sales Manager, All-Ways Elevator, Inc., 5 Davids Drive, Hauppauge, New York, 11788.

#### 11. COMPLIANCE WITH LAWS

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

#### 12. INSURANCE, INDEMNITY AND LIABILITY

Consultant shall carry Comprehensive General Liability Insurance with policy limits of at least \$1,000,000.00 per occurrence/\$2,000,000.00 in the aggregate, on a primary and non-contributory basis. Such certificate of insurance, including proper endorsement, shall name the "Town of Riverhead" as additional insured and, if applicable, worker's compensation insurance. Consultant hereby indemnifies and holds the Town, its departments, officers, agents and employees, harmless against any and all claims, actions or demands against Town, its departments, officers, agents and employees and against any and all damages, liabilities or expenses, including counsel fees, arising out of the acts or omissions of Consultant under this Agreement.

#### 13. CONFLICT OF INTEREST

Consultant hereby represents and covenants that neither it nor any of its employees or representatives has or shall have, directly or indirectly, any agreement or arrangement with any

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

14. DISCLOSURE

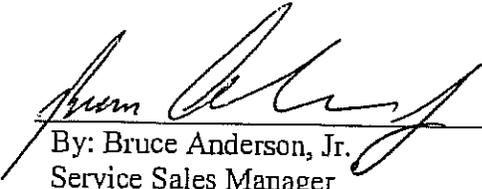
The Town shall have the right, in its discretion, to disclose the terms and conditions of this Agreement (as it may be amended from time to time), including but not limited to amounts paid pursuant hereto, to agencies of the local, state and federal government.

15. DISPUTES

If Consultant fails to perform any of its obligations hereunder in accordance with the terms hereof, then after reasonable notice to Consultant not to exceed thirty (30) days, and an opportunity for Consultant to cure such failure (except in case of emergency), the Town may (but shall not be obligated to) cure such failure at the expense of the Consultant, and the amount incurred by the Town on demand. Notwithstanding the above, any dispute arising under this Agreement which is not settled by Agreement of the parties may be settled by appropriate legal proceedings. Town and Consultant agree that this Agreement and any attached schedules or exhibits shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to conflict of laws principles. Town and Consultant further agree that Suffolk County, New York, is the proper location for venue and all jurisdictional purposes, including but not limited to personal and in rem jurisdiction. Pending any decision, appeal or judgment in such proceedings or the settlement of any dispute arising under this Agreement, Consultant shall proceed diligently with the performance of this Agreement in accordance with its terms.

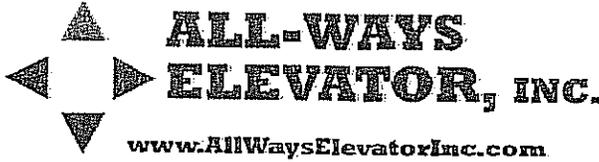
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date last written below.

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

  
\_\_\_\_\_  
By: Bruce Anderson, Jr.  
Service Sales Manager  
ALL-WAYS ELEVATOR, INC.

DATE: \_\_\_\_\_

DATE: 04/13/17



**"All-Ways At Your Service"**

EQUIPMENT MAINTENANCE CONTRACT

3/3/2017

**Purchaser:** Town of Riverhead                      **Service Location:** George Young Senior Center  
 200 Howell Avenue                                      446 South Jamesport Avenue  
 Riverhead, NY 11901                                      Riverhead, NY 11901

**Attn:** Mr. Dan McCormick  
**Via Email:** mccormick@townofriverheadny.gov

**I. GENERAL CONTRACT INFORMATION**

For the Contract Rate of \$825.00 plus applicable tax every (3) month(s), All-Ways Elevator, Inc. will provide necessary maintenance as specified herein; on the equipment described below:

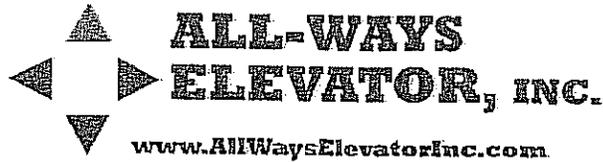
- A. Equipment Covered:  
(1) Passenger Elevator
- B. Preventative Maintenance Cycle (See Section II):  
(1) Maintenance visit every (3) month(s)
- C. Contract Effective Date & Term:  
(3) Year(s) from date of signed contract
- D. Call-Back Service:  
Included Between 8:00am and 4:30pm, Monday through Friday, except holidays.
- E. 24 Hour Service:  
Not Included (7 days a week including Holidays) not included as part of this contract.
- F. Parts Coverage:  
Not Included See Section II-C for exclusions and II-B for included parts.
- G. Maintenance:  
Work will be performed during normal business hours as follows: between 8:00am and 4:30pm, Monday through Friday, except weekday holidays.



Main Office: 5 Davids Drive, Hauppauge, NY 11788  
 Branch Office: 62-26 Myrtle Avenue, Suite 103, Glendale, New York 11385

Ph: 631-563-1240 Ph: 718-628-1240 Fax: 631-563-1246





# ALL-WAYS ELEVATOR, INC.

www.AllWaysElevatorInc.com

**"All-Ways At Your Service"**

## II. PREVENTATIVE MAINTENANCE

### A. Preventative Maintenance Services

- Lubrication of rails, door operators, door linkage and hoistway door equipment
- Inspect brake, governor, and safety and adjust if necessary
- Inspect machine and sheaves
- Cleaning and adjustment of the driving machine or power unit and controller and all contacts and switches
- Inspection and adjustment of all safety features
- Relamp all signal devices during the scheduled maintenance visit
- Operational testing for leveling at all landings
- All-Ways Elevator, Inc. will provide all necessary tools and test equipment for the testing, lubrication and cleaning of covered equipment
- Test fireman's service & emergency phone
- Clean cab top, door sills and pit
- Check hoist and governor cables, (as applicable) for proper tension and adjust if necessary
- Check oil levels and equipment for leaks
- Annual One (1) Year Inspection/Test (Category I)
- 24-hour emergency phone monitoring service available at no cost (please indicate on page 7)

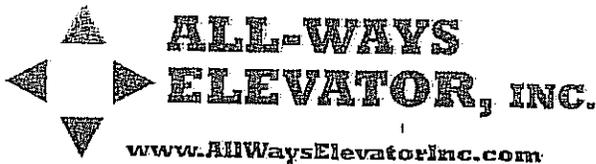
### B. Parts To Be Included (If noted "Included" on page I. Section F.)

- Motor generators or solid state motor drives
- Controller including drives, selector, dispatcher
- Relay panels
- Operating buttons and switches including key switches
- Hoisting motors
- Selector motors and drives
- Worms, gears, bearings and rotating elements
- Brake coils, linings, shoes and pins
- Brushes, commutators, windings and coils
- Contacts, relays, resistors and transistors
- Solid state panels, boards and control devices
- Traveling cables and wiring
- Hydraulic motor and pump
- Operating valves, both manual and automatic
- Muffler and silencers
- Pipe and pipe fittings located above ground
- Plunger seals
- Guide shoe gibs and rollers
- Control cables
- Deflector and compensating sheaves and their contacts
- Car and counterweight safeties
- Machine brakes and overspeed governors
- Buffers and their contacts
- Limit, landing, leveling and slow down switches
- Anti-creep devices
- Hatch door interlocks, gate and door contacts
- Door and gate operating equipment



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**"All-Ways At Your Service"**

- Door protective devices
- Load weighing and dispatching devices
- Compensating cables or chains
- Signal fixture lamps
- Hoist and governor cables

**C. Exclusions\***

- Obsolete equipment
- Proprietary equipment
- Emergency light units, batteries, and charging units
- Hoistway enclosure, doors frames and sills
- All underground equipment, jack assembly, oil lines, and electrical wiring
- Hydraulic fluid
- Smoke and fire sensors and related control equipment
- Mainline power devices to controller
- Emergency power plant and contactors
- Any cab component including wall and door panels, sills, ceiling light fixtures, exhaust fans, handrails, cab flooring and emergency phones or intercoms
- Replacement and repair of other parts, unless otherwise covered in Section II-B
- Five (5) Year or Annual Full Load Tests (Category 5)
- Cracked or broken welds
- Pre-existing conditions
- Guide rails and their alignment
- Violation repairs
- Signal fixture cover plates and finishes
- Misuse and or abuse
- Acts of God such as water damage, power failure damage, damage resulting out of occurrences beyond our control
- All items stricken from above list

\*Certain elevator controller manufacturers build controllers which require the use of a laptop computer or hand held diagnostic device for some trouble shooting, adjustments, uploading/saving parameters and other tasks. The software to run the devices is considered proprietary since the software is not readily available to the open market place. For this reason, you may need to contact the controller manufacturer for assistance. To avoid this, the controller and fixtures need to be changed to non-proprietary.

**D. All-Ways Elevator, Inc. Personnel**

- A. All personnel assigned to this maintenance project will be in full company uniform. He or she will restore all worksites to clean and neat condition upon completion. Special care will be exercised when conducting work in public areas. Plastic and other protective coverings will be utilized to protect all work areas as necessary.

**E. Purchaser's Responsibility**

- A. Purchaser will not permit pit or motor room to accumulate water or be used for storage.
- B. Purchaser will not allow others to make adjustments, additions, repairs, or replacements to the

- 3 -

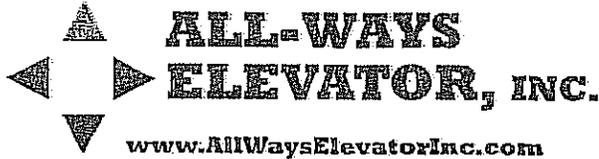
Silver Equipment Maintenance Contract

MEMBER OF

Main Office: 5 Davids Drive, Hauppauge, NY 11788  
Branch Office: 62-26 Myrtle Avenue, Suite 103, Glendale, New York 11385

Ph: 631-563-1240 Ph: 718-628-1240 Fax: 631-563-1246





"All-Ways At Your Service"

- equipment.
- C. Owner should immediately notify All-Ways Elevator, Inc. when an elevator fails to work properly.

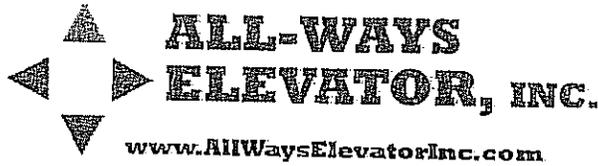
### III. REGULAR AND AFTER-HOURS SERVICE

- A. All-Ways Elevator, Inc. will provide service on covered equipment between the regular Preventive Maintenance visits upon notification by the Owner that such service is required. This does not include relamping of signal fixtures, or repairs due to negligence or abuse by customer.
- B. If non-maintenance related service, (Vandalism, Misuse of Equipment, Acts of God), is requested between the hours of: 8:00am and 4:30pm on Monday through Friday, (except for Holidays), the owner agrees to pay for this service at the following Time and Material rates:  
\$285.00 per hour per man for labor plus travel – Supervisor/Adjuster  
\$240.00 per hour per man for labor plus travel – Mechanic  
\$480.00 per hour per man for labor plus travel – Team  
Calculated using All-Ways Elevator, Inc.'s location as the point of origin, and the customer's location as the point of destination. (Gas, tolls and mileage will be added if applicable) Service during regular hours will be billed to the owner upon completion of the work.
- C. If non-maintenance service is performed before 8:00am or after 4:30pm on weekdays, Saturdays, Sundays, or holidays, the owner agrees to pay for this service at the following Over-Time and Material rates:  
\$427.50 per hour per man for labor plus travel – Supervisor/Adjuster  
\$360.00 per hour per man for labor plus travel – Mechanic  
\$720.00 per hour per man for labor plus travel – Team  
Calculated using All-Ways Elevator, Inc.'s location as the point of origin, and the customer's location as the point of destination. (Gas, tolls and mileage will be added if applicable) Service during regular hours will be billed to the owner upon completion of the work.
- D. If the after-hours service requested is maintenance related, customer will pay the difference between the regular and over-time rate only, which is considered the premium portion.

### IV. TERMS OF PAYMENT

- A. Contract rate will be invoiced on the first day of the scheduled maintenance cycle.
- B. Payment will be due within 30 days of mailing of our invoice. Failure to effect payment to All-Ways Elevator, Inc. by way of good and sufficient funds within said 30 days, will constitute a breach of our agreed upon terms of service. In the event of a breach due to a failure to effect timely payment, we may at our unilateral and unfettered option and discretion, suspend our services or terminate any agreement for future services or materials. In the event either party terminates the agreement, amounts due for all labor and the costs of all materials incurred by All-Ways Elevator, Inc. to the date of the termination, plus reasonable overhead, shall be immediately due and payable on the date of termination. Additionally and cumulatively, if the agreement is terminated for any reason by either party, in addition to payment for the labor, materials, and overhead incurred to the





# ALL-WAYS ELEVATOR, INC.

www.AllWaysElevatorInc.com

**"All-Ways At Your Service"**

~~date of termination, All-Ways Elevator, Inc. shall be entitled to the net profit (before taxes) that it would have otherwise realized if the balance of the agreement had been performed. Interest will accrue on all unpaid balances (which shall include labor, materials, overhead) from the date due, at the rate of 1.5% per month (or any fraction thereof), or the highest legally permitted rate. Notwithstanding anything herein to the contrary, should this contract and its associated invoices require litigation, the reasonable costs of such will be borne by losing party.~~

- C. In the event your account becomes more than 45 days delinquent, All-Ways Elevator, Inc. reserves the right to discontinue service until such time as your account is brought up to date. You will continue to be responsible for the billing charges in accordance with your contract.

## V. RATE CHANGES

- A. Contract Rates are subject to change upon expiration of the contract period specified in Section I-C.
- B. Contract Prices are firm if accepted within 30 days of the contract date.

## VI. LIABILITY

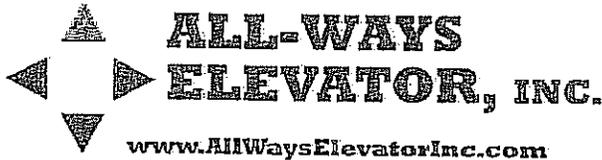
- A. It is recognized that any type of safety test imposes a greater strain upon the equipment and structure than that of normal operation, therefore; it is agreed that in the performance of tests, the elevator contractor shall not be liable for damage to property, equipment or building structure.
- B. All-Ways Elevator, Inc. shall not be required to make non-billable repairs or renewals necessitated because of negligence or misuse of the machinery, equipment, or because of any other cause beyond All-Ways Elevator, Inc.'s control.
- C. All-Ways Elevator, Inc. shall not be required to install new attachments on the equipment as directed or recommended by Insurance Companies, Government, State, Municipal, other Authorities or changes in building or elevator codes.
- D. It is expressly understood, in consideration of our performance of this service, enumerated herein at the contract price stated that nothing in this Contract shall be construed to mean that of All-Ways Elevator, Inc. assumes any liability on account of accidents to persons, except those directly due to the negligent acts or omissions of All-Ways Elevator, Inc. or its employees, and that the Owner's own responsibility for accidents to persons while using or being in/or about the equipment referred to is in no way affected by this Contract.
- E. All-Ways Elevator, Inc. shall not be held liable for delays in transportation or for any losses, damage, detention, or delay caused by fire, flood, strike, civil, or military authority, insurrection riot or any other cause beyond its control, not for any work done, material furnished or repairs made by others, unless agreed to in writing.



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Ph: 631-563-1240 Ph: 718-628-1240 Fax: 631-563-1246





**ALL-WAYS  
ELEVATOR, INC.**

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**"All-Ways At Your Service"**

**VII. CANCELLATION CLAUSE**

A. ~~Either party may terminate this contract thirty (30) days prior to the expiration date with a written notice of intent to cancel contract.~~ Cancellation will not take effect until account balance is paid in full.

*A*

**VIII. ACCEPTANCE**

A. This proposal must be executed by the Purchaser and then approved by an executive of All-Ways Elevator, Inc. in order for this agreement to be considered accepted by All-Ways Elevator, Inc. All prior representations or agreements not incorporated herein are superseded. No changes in or additions to this contract will be recognized unless in writing and properly executed by both parties.

Accepted by:  
*Town of Riverhead*  
*200 Howell Avenue*  
*Riverhead, NY 11901*

Approved by:  
*All-Ways Elevator, Inc.*  
*5 Davids Drive*  
*Hauppauge, NY 11788*

By: \_\_\_\_\_  
(Printed or Typed Name)

Name: Bruce Anderson Jr.  
(Printed or Typed Name)

Sign: \_\_\_\_\_  
(Signature of Individual)

Sign: *[Signature]*  
(Signature of Executive)

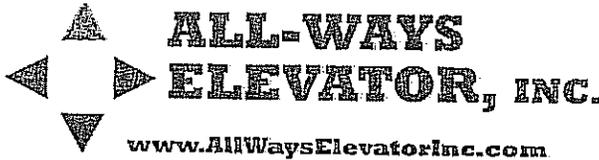
Title: \_\_\_\_\_

Title: Service Sales Manager

Date: \_\_\_\_\_

Date: 04/13/17





# ALL-WAYS ELEVATOR, INC.

www.AllWaysElevatorInc.com

"All-Ways At Your Service"

## MAINTENANCE INFORMATION SHEET

Please complete the information below to help us better accommodate you with the maintenance and service of your equipment.

1) PERSON TO CONTACT FOR SCHEDULING:

Leisa Sollazzo  
First Name Last Name  
631-927-3200 x201 5011a220@townofriverheadny.gov  
Phone Fax Email

2) PERSON TO CONTACT FOR EMERGENCIES (if different than above):

Boy Cawley  
First Name Last Name  
631-466-0900  
Phone Fax Email

3) PERSON TO SEE UPON ARRIVAL (if different than above):

\_\_\_\_\_  
First Name Last Name  
\_\_\_\_\_  
Phone Fax Email

Do you authorize All-Ways Elevator, Inc. to provide 24-hour emergency phone monitoring?

\_\_\_\_\_ NO  YES

If yes, please indicate the telephone number for the elevator phone: 631-466-0900

Is there any time of the day or any day of the week that we cannot come to perform maintenance?

NO \_\_\_\_\_ YES

If YES, when: \_\_\_\_\_

### INVOICE / BILLING INFORMATION:

Name: Leisa Sollazzo - Engineering Dept.

Address: 200 Howell Avenue, Riverhead, NY, 11901

Phone: 631-927-3200 x201 Fax: \_\_\_\_\_

Email: 5011a220@townofriverheadny.gov

PREFERRED METHOD OF INVOICE DELIVERY: Email:  Fax: \_\_\_\_\_ Mail: \_\_\_\_\_

PURCHASE ORDER NO. \_\_\_\_\_

TAX EXEMPT: YES  (Please attach a copy of exempt certificate) NO \_\_\_\_\_

COMMENTS / INSTRUCTIONS: \_\_\_\_\_



TOWN OF RIVERHEAD

Resolution # 325

**ADOPTS A LOCAL LAW AMENDING CHAPTER 211 ENTITLED, "BEACHES AND RECREATION" OF THE RIVERHEAD TOWN CODE**

Councilman Wooten offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, the Town Clerk was authorized to publish and post a public notice to hear all interested persons to consider a local law amending Chapter 211 entitled "Beaches and Recreation" of the Riverhead Town Code; and

**WHEREAS**, a public hearing was held on the 4<sup>th</sup> day of April 2017 at 2:05 o'clock p.m. at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, the date, time and place specified in said public notice, and all persons wishing to be heard were heard.

**NOW THEREFORE BE IT RESOLVED**, that a local law amending Chapter 211 entitled "Beaches and Recreation" of the Riverhead Town Code be and is hereby adopted as specified in the attached notice of adoption; and be it further

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

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD  
NOTICE OF ADOPTION**

**PLEASE TAKE NOTICE** that the Town Board of the Town of Riverhead adopted a local law amending Chapter 211 entitled “Beaches and Recreation”, of the Riverhead Town Code at its meeting held on May 2, 2017. **Be it enacted** by the Town Board of the Town of Riverhead as follows:

Chapter 211. Beaches and Recreation

Article III. Use of Public Bathing Beaches, Recreation Centers and Facilities, Parks,  
Playgrounds and Dog Parks

§ 211-14. Parking and permits related to use of recreation center and facilities, parks, playground, public bathing beaches, and dog parks.

D. Dog park permit.

- (1) The Recreation Department is hereby authorized to issue a dog park permit and permit relating to dogs/animals in other designated public areas. Note: this permit is separate and distinct from dog licensing requirements set forth in other provisions of the Town Code. All owners shall be required to produce proof of a current dog license, rabies vaccine certificate and health certificate.  
Notwithstanding the above, no permit for dogs/animals shall authorize use of a public bathing beach during hours set forth for public bathing and swimming, unless exception as set forth in § 207-2B(2) applies.
- (2) The Town Board, by resolution, shall establish the fee and determine the hours and period of time a permit shall be valid.

E. Boat launch permit.

- (1) The Recreation Department is hereby authorized to issue a resident, nonresident and commercial boat launch permit for use at the East Creek Boat Launch. Note: Launching and recovery of boats/vessels with a motor vehicle shall be prohibited at Reeves Beach, except as may be deemed necessary, from time to time, by authorized Town of Riverhead personnel, including, but not limited to, lifeguards, police officers or the Bay Constable. In addition, parking of vehicles and/or trailers on the beach at Reeves Beach is prohibited.
- (2) A resident or nonresident seeking a boat launch permit must be 18 years or older. ~~and possess a valid seasonal parking permit to be eligible for a boat launch permit.~~
- (3) A resident or nonresident seeking a boat launch permit must provide a description of the boat/vessel make, model, year and registration number. The applicant must produce a valid registration for the boat/vessel evidencing that the applicant is the owner of the boat/vessel. A resident or nonresident seeking a boat launch permit for a boat, vessel, or water craft which does not require registration under state or local law, shall complete and file the boat launch owner affidavit with the recreation department.

- (4) An individual seeking a commercial boat launch permit must provide his or her name, address of company and a description of the trailer and registration number.
- (5) All resident and nonresident boat launch permits must be affixed to the boat/vessel and trailer, and commercial boat launch permits must be affixed to the truck and trailer. Note, a commercial boat launch permit shall not entitle the permit holder to park the truck or trailer at the parking area adjacent to the boat launch.
- (6) All residents and nonresidents must possess a seasonal parking permit, daily parking permit or daily boat launch permit (which shall also include a parking permit limited to use of the parking area at the boat launch site and valid only for date of issuance) to park vehicle and/or trailer at the parking area adjacent to the boat launch.
- (~~6~~) (7) The Town Board, by resolution, shall establish the fee and determine the hours and period of time a boat launch permit shall be valid.

§ 211-19. Dogs and other animals; destruction of property.

- A. No dogs, ~~or~~ domestic animals, or animals shall be allowed on any public bathing beach or recreation center except service dogs, therapy dogs, working dogs or detection dogs as set forth in § 207-2B(2) or by permit of the Recreation Department as set forth in § 211-24 or designated dog park as set forth in § 211-25.
- B. No person shall in any manner damage, deface, injure or destroy any structure, planting, roadway, embankment, building or equipment located on the grounds of any beach, bathing beach, recreation center, park, playground or dog park.
- C. No person shall be allowed to bring any type of disposable glass container on any beach, public bathing beach, recreation center, park, playground or dog park.
- Underline represents additions
  - Strikethrough represents deletion(s)

Dated: Riverhead, New York  
May 2, 2017

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

**DIANE M. WILHELM, Town Clerk**

TOWN OF RIVERHEAD

Resolution # 326

**AUTHORIZES TOWN CLERK TO PUBLISH AND POST A NOTICE OF PUBLIC HEARING TO CONSIDER A PROPOSED LOCAL LAW FOR AN AMENDMENT OF CHAPTER 289 ENTITLED, "VEHICLES, TRAFFIC AND PARKING REGULATIONS" OF THE RIVERHEAD TOWN CODE**  
**(§289-10. Parking prohibited. – Peconic Bay Boulevard)**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Hubbard

**RESOLVED**, that the Town Clerk is hereby authorized to publish and post the attached public notice to consider a proposed local law for the amendment of Chapter 289 entitled, "Vehicles, Traffic and Parking Regulations" of the Riverhead Town Code, once in the May 11, 2017 issue of the News-Review Newspaper, the newspaper hereby designated as the official newspaper for this purpose, and to post same on the signboard in Town Hall; and be it further

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD  
PUBLIC NOTICE**

**PLEASE TAKE NOTICE**, that a public hearing will be held on the day of 17<sup>th</sup> day of May, 2017 at 7:15 p.m. at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, to consider a proposed local law to amend Chapter 289 of the Riverhead Town Code entitled, "Vehicles, Traffic and Parking Regulations" as follows:

Chapter 289  
Vehicles, Traffic and Parking Regulations  
Article IV: Parking, Standing and Stopping

**§ 289-10. Parking prohibited.**

<b>Street</b>	<b>Side</b>	<b>Location</b>
<u>Peconic Bay Boulevard</u>	<u>South</u>	<u>Beginning at the intersection of South Jamesport Avenue and Peconic Bay Boulevard extending East 200 feet past entrance to South Jamesport Beach</u>

- Underline represents additions

Dated: Riverhead, New York  
May 2, 2017

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

**DIANE M. WILHELM**, Town Clerk

TOWN OF RIVERHEAD

Resolution # 327

**ADOPTS A LOCAL LAW TO AMEND CHAPTER 289 ENTITLED "VEHICLES, TRAFFIC AND PARKING REGULATIONS" OF THE RIVERHEAD TOWN CODE**  
**(\$289-17. Parking time limited. D. Three hours.)**

Councilman Hubbard offered the following resolution,

which was seconded by Councilman Dunleavy

**WHEREAS**, the Town Clerk was authorized to publish and post a public notice to hear all interested persons to consider a local law amending Chapter 289 entitled, "Vehicles, Traffic and Parking Regulations" of the Riverhead Town Code; and

**WHEREAS**, a public hearing was held on the 18th day of April, 2017 at 7:05 o'clock p.m. at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, the date, time and place specified in said public notice, and all persons wishing to be heard were heard.

**NOW THEREFORE BE IT RESOLVED**, that the local law amending Chapter 289 entitled, "Vehicles, Traffic and Parking Regulations" of the Riverhead Town Code is hereby adopted as specified in the attached notice of adoption; and be it further

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

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

**THE VOTE**

Hubbard Yes No      Giglio – Recused herself  
Wooten Yes No      Dunleavy - ABSTAIN  
Walter Yes No

The Resolution Was  Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD  
NOTICE OF ADOPTION**

**PLEASE TAKE NOTICE**, that the Town Board of the Town of Riverhead adopted a local law amending Chapter 289 entitled, "Vehicles, Traffic and Parking Regulations" of the Riverhead Town Code at its regular meeting held on May 2, 2017. **Be it enacted** by the Town Board of the Town of Riverhead as follows:

Vehicles, Traffic and Parking Regulations  
Chapter 289  
ARTICLE IV  
**Parking, Standing and Stopping**

**§ 289-17. Parking time limited.**

Parking is hereby prohibited for longer than the time limit designated upon any of the following described streets, or portions thereof, and parking fields:

D. Three hours. No vehicle shall park for longer than three hours in the following designated parking lots of the Riverhead Town Parking District from the hours of 8:00 a.m. to ~~6:00 p.m.~~ 12:00 a.m., Monday through Friday:

**Parking Area**

Peconic Riverfront  
Parking Lot  
(northerly portion)

**Location**

60 parking stalls  
located immediately south of the  
the stores that front on the  
south side of East Main Street  
between property now known as  
SCTM # 0600-128-6-77 and  
property now known as SCTM  
#0600-128-6-71 extending in a  
southerly direction terminating at  
the light posts located in said  
parking lot

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

Dated: Riverhead, New York  
May 2, 2017

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

**DIANE M. WILHELM**, Town Clerk

TOWN OF RIVERHEAD

Resolution # 328

**AUTHORIZES THE TOWN CLERK TO PUBLISH A PUBLIC NOTICE FOR A PUBLIC HEARING TO CONSIDER THE AMENDMENT OF CHAPTER 289 ENTITLED, "VEHICLES, TRAFFIC AND PARKING REGULATIONS" OF THE RIVERHEAD TOWN CODE (§289-29. Penalties.)**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**RESOLVED**, that the Town Clerk is hereby authorized to publish and post the attached public notice to consider a proposed local law for the amendment of Chapter 289 entitled, "Vehicles, Traffic and Parking Regulations" of the Riverhead Town Code, once in the May 11, 2017 issue of the News-Review Newspaper, the newspaper hereby designated as the official newspaper for this purpose, and to post same on the signboard in Town Hall; and be it further

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD  
PUBLIC NOTICE**

**PLEASE TAKE NOTICE**, that a public hearing will be held on the 6<sup>th</sup> day of June, 2017 at 2:05 p.m. at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, to consider a proposed local law to amend Chapter 289 of the Riverhead Town Code entitled, "Vehicles, Traffic and Parking Regulations" as follows:

Chapter 289  
**Vehicles, Traffic and Parking Regulations**  
Part 1  
ARTICLE VI  
**Penalties**

**§289-29 Penalties for offenses.**

- A. Every person convicted of a traffic infraction for a violation of any provision of this Part 1 which is not a violation of any provision of the Vehicle and Traffic Law of the State of New York shall, for a first conviction thereof, be punished by a fine of not more than ~~\$100~~ \$40 or by imprisonment for not more than 15 days, or by both such fine and imprisonment, and shall be deemed a violation; for a second conviction within 18 months thereafter, such person shall be punished by a fine of not more than \$250 or by imprisonment for not more than 20 days, or by both such fine and imprisonment; upon a third or subsequent conviction within 18 months after the first conviction, such person shall be punished by a fine of not more than \$500 or by imprisonment for not more than 30 days, or by both such fine and imprisonment.
- B. Except for parking tickets issued under Vehicle and Traffic Law § 1203-a and/or Article VII of Chapter 289 of the Code of the Town of Riverhead, persons cited on a Town parking summons for a violation of this Part 1, permit parking or parking-related violations shall be subject to a fine of ~~\$35~~ \$100 and shall answer and/or appear on or before the designated return date. ~~Persons failing to appear on or before the designated return date shall be subject to the following surcharges in addition to the prescribed fines:~~
- ~~(1) For failing to answer and/or appear within 30 days of return date: \$20.~~
- ~~(2) For failing to answer and/or appear within 60 days: an additional \$20 in addition to the surcharge imposed in Subsection B(1) above.~~
- ~~(3) For failing to answer and/or appear within 90 days of the return date: an additional \$20 in addition to the surcharges imposed in Subsection B(1) and (2) above.~~

**C. Failure to answer summons.**

Upon the failure of a person or owner of a vehicle to appear or answer, on or before the return period or any subsequent adjourned date, a summons or summonses charging that said person or owner permitted a vehicle in violation of provisions of this Chapter of the code of the Town of Riverhead, late penalties shall be imposed as follows:

1. If the aforementioned fine shall not be paid within thirty (30) days from the date summons was issued, a late penalty equal to the original fine shall be added to the fine; and
2. If the fine is still not paid within sixty (60) days from the date the summons was issued, an additional late penalty in an amount equal to the original fine shall be added to all fines and penalties previously assessed; and
3. If the fine is still not paid within ninety (90) days from the date the summons was issued, an additional penalty of thirty (\$30.00) dollars shall be added to all other fines and penalties previously assessed.

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

Dated: Riverhead, New York  
May 2, 2017

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

**DIANE M. WILHELM, Town Clerk**

TOWN OF RIVERHEAD

Resolution # 329

**APPROVES THE CHAPTER 255 APPLICATION OF  
FAMILY COMMUNITY LIFE CENTER, INC.  
(Family Fun Day – Saturday, June 10, 2017)**

Councilman Wooten offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, on April 18, 2017, Shirley E. Coverdale, on behalf of Family Community Life Center, Inc., submitted a Chapter 255 Application for the purpose of conducting a “Family Fun Day”, to include a day of organized events, including games, music, face painting, performances and demonstrations for the enjoyment of the entire Riverhead community to take place upon their property located at 1018 Northville Turnpike, Riverhead, New York, on Saturday, June 10, 2017, between the hours of 11:00 a.m. and 4:00 p.m.; and

**WHEREAS**, Family Community Life Center, Inc. has completed and filed a Short Environmental Assessment Form in accordance with 6 NYCRR 617; and

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

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

**WHEREAS**, the applicant has requested the applicable Chapter 255 Application Fee be waived due to their not-for-profit status; and

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

**RESOLVED**, that the Town Board of the Town of Riverhead further determines the action to be a “Type II” action under SEQRA 617.5 C(15); and be it further

**RESOLVED**, that the Chapter 255 Application of Family Community Life Center, Inc. for the purpose of a conducting a “Family Fun Day”, to include a day of organized events, including games, music, face painting, performances and demonstrations for the enjoyment of the entire Riverhead community to take place upon their property located at 1018 Northville Turnpike, Riverhead, New York, on Saturday, June 10, 2017, between the hours of 11:00 a.m. and 4:00 p.m., is hereby approved; and be it further

**RESOLVED**, that the Town Board hereby waives the Chapter 255 Application

Fee due to the applicant's not-for-profit status; and be it further

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

- Receipt of required Suffolk County Department of Health permit(s), including the Vendors Temporary Food Service Permit(s);
- Receipt of Public Gathering/Emergency Medical Services (EMS) permit(s) as may be required;
- Receipt of any permits as may be required by the New York State Department of Labor;
- Receipt of an Outdoor Public Safety Plan to be submitted to the Fire Marshal's Office;

**RESOLVED**, that all of the above are to be received **no later than May 15, 2017**; and be it further

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

**RESOLVED**, that this approval is subject to the provisions of Riverhead Town Code Chapter 301 Article XLVIII entitled, "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 Family Community Life Center, Inc., Attn; Shirley E. Coverdale, 1018 Northville Turnpike, Riverhead, New York, 11901; and be it further

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

#### **THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 330

**APPROVES THE CHAPTER 255 APPLICATION OF HALLOCKVILLE INC.**  
**(Long Island Fleece & Fiber Fair – May 20<sup>th</sup> and 21<sup>st</sup>, 2017)**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Hubbard

**WHEREAS**, on April 10, 2017, Herbert J. Strobel, on behalf of Hallockville Inc., submitted a Chapter 255 Application for the purpose of conducting a country style fair entitled, “Long Island Fleece & Fiber Fair”, to include craft vendors, craft artisans demonstrations, children’s activities and museum tours to be held at the Hallockville Farm Museum, located at 6038 Sound Avenue, Riverhead, New York, on Saturday, May 20<sup>h</sup>, 2017 and Sunday, May 21<sup>st</sup>, 2017, between the hours of 10:00 a.m. and 4:00 p.m. each day; and

**WHEREAS**, Hallockville Inc. has completed and filed a Short Environmental Assessment Form in accordance with 6 NYCRR 617; and

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

**WHEREAS**, the applicant has requested the Chapter 255 Application fee be waived due to its not-for-profit status; and

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

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

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

**RESOLVED**, that the Chapter 255 Application of Hallockville Inc. for the purpose of conducting a country style fair, entitled, “Long Island Fleece & Fiber Fair”, to include craft vendors, craft artisans demonstrations, children’s activities and museum tours to be held at the Hallockville Farm Museum, located at 6038 Sound Avenue, Riverhead, New York, on Saturday, May 20<sup>th</sup>, 2017 and Sunday, May 21<sup>st</sup>, 2017, between the hours of 10:00 a.m. and 4:00 p.m. each day, is hereby approved; and be it further

**RESOLVED**, that the Riverhead Town Board hereby waives the Chapter 255

Application fee for this event due to the applicant's not-for-profit status; and be it further

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

- Receipt of required Suffolk County Department of Health permit(s), including the Vendors Temporary Food Service Permit(s);
- Receipt of required Public Gathering/Emergency Medical Services (EMS) permit(s);
- Receipt of any permits as may be required by the New York State Department of Labor;
- Receipt of an Outdoor Public Safety Plan to be submitted to the Fire Marshal's Office;

and be it further

**RESOLVED**, that all of the above permits and insurance are to be received **no later than May 10, 2017**; and be it further

**RESOLVED**, that this approval is subject to Riverhead Town Code Chapter 301-251 G (7) entitled, "Signs" and any other section of the Riverhead Town Code that may apply to this event; and be it further

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

**RESOLVED**, that the Town Clerk is hereby authorized to forward a copy of this resolution to Hallockville, Inc., Attn: Herbert J. Strobel, 6038 Sound Avenue, Riverhead, New York, 11901; and be it further

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

### **THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 331

**AUTHORIZES ISSUANCE OF A LETTER BY THE SUPERVISOR TO THE SUFFOLK COUNTY DEPARTMENT OF HEALTH SERVICES ALLOWING THE USE OF PINE BARRENS CREDITS ORIGINATED FROM PROPERTY LOCATED IN RIVERHEAD (FARMINGVILLE ASSOCIATES)**

Councilman Hubbard offered the following resolution,

which was seconded by Councilman Dunleavy

**WHEREAS**, by resolution # 84, adopted on February 2, 2016, the Town Board authorized the use of 13.96 credits under Pine Barrens Certificate #600-116 originating from properties located in the Town of Riverhead (Suffolk County Tax Map #0600-075.00-03.00-010.003) for use on property in the Town of Brookhaven located at west side of N. Ocean Avenue, Farmingville, Town of Brookhaven, New York, further described as Suffolk County Tax Map No. 0200-655.00-05.00-015.003, 015.004, 016.000 and 017.000; and

**WHEREAS**, by resolution # 766, adopted on October 4, 2016, the Town Board authorized the use of an additional 2.54 credits under Pine Barrens Certificate #600-128 for one additional building and pad on the same parcels in the Town of Brookhaven; and

**WHEREAS**, Farmingville Associates as the purported owner of 8 Pine Barrens Credits under Pine Barrens Certificate #600-135, for credits originating from the same parcel in the Town of Riverhead, has transferred 0.49 credits from Farmingville to Midwood Investment & Development; and

**WHEREAS**, Pine Barrens Certificate #600-141 was issued on April 13, 2017 certifying that 0.49 credits are owned by Midwood Investment & Development; and

**WHEREAS**, Midwood Investment & Development seeks to increase the sanitary density of project known as Expressway Plaza on the property in the Town of Brookhaven located at west side of N. Ocean Avenue, Farmingville, Town of Brookhaven, New York, further described as Suffolk County Tax Map No. 0200-655.00-05.00-015.003, 015.004, 016.000 and 017.000 by utilizing the 0.49 credits are owned under Pine Barrens Certificate #600-141; and

**WHEREAS**, the Town of Brookhaven has authorized said transfer.

**NOW THEREFORE BE IT RESOLVED**, that the Town Board hereby authorizes issuance of a letter by the Supervisor in substantially the form attached to the Suffolk County Department of Health Services approving the use of an additional 0.49 under Pine Barrens Certificate #600-141 for use on premises located at west side of N. Ocean Avenue, Farmingville, Town of Brookhaven, New York, further described as Suffolk County Tax Map No. 0200-655.00-05.00-015.003, 015.004, 016.000 and 017.000; and be it further

**RESOLVED**, that the Town Clerk is hereby directed to forward copies of this resolution to Christopher E. Kent, Esq., Farrell Fritz, P.C., 100 Motor Parkway, Suite 138, Hauppauge, New York 11778; the Planning Department and the Office of the Town Attorney.

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted



# TOWN OF RIVERHEAD

*Sean M. Walter, Town Supervisor*

200 Howell Avenue, Riverhead, NY 11901  
Tel: (631) 727-3200 / Fax: (631) 727-6712  
[www.townofriverheadny.gov](http://www.townofriverheadny.gov)

May 2, 2017

Varughese George  
Suffolk County Department of Health Services  
Office of Wastewater Management  
360 Yaphank Avenue, Suite 2C  
Yaphank, New York 11980

Re: Expressway Plaza  
N. Ocean Avenue, Farmingville, New York  
SCTM #0200-655.00-05.00-015.003, 015.004, 016.000 & 017.000  
SCDHS Ref. No. C02-17-0030

Dear Mr. George:

This shall confirm that the Town Board of the Town of Riverhead consents to the use of an additional 0.49 credits under Pine Barrens Certificate # 600-141 [prior consent of 13.96 credits given under Pine Barrens Certificate #600-116 and Pine Barrens Certificate #0600-128], a Town of Riverhead Pine Barrens Credit of which Midwood Investment & Development is the purported certificate holder, to enhance the available sanitary density on properties known as Expressway Plaza, N. Ocean Avenue, Farmingville, New York and bearing Suffolk County Tax Map Nos. 0200-655.00-05.00-015.003, 015.004, 016.000 & 017.000.

Kindly contact this office with any questions you may have.

Very truly yours,

Sean M. Walter,  
Supervisor

Number: 0600-141

Date Issued: April 13, 2017

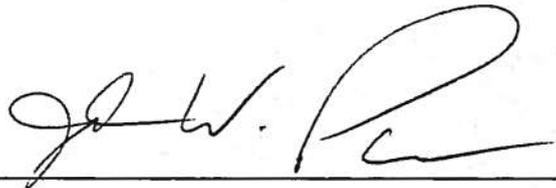
# *Pine Barrens Credit Certificate*

Issued pursuant to the Long Island Pine Barrens Protection Act  
and the *Central Pine Barrens Comprehensive Land Use Plan*

**This certifies that Midwood Investment & Development hereby owns:**

***0.49 Pine Barrens Credits***

*This certificate entitles the owner to a land use density or intensity increase as provided  
in the Central Pine Barrens Comprehensive Land Use Plan and pursuant to local ordinances.*



Executive Director, Central Pine Barrens Commission

TOWN OF RIVERHEAD

Resolution # 332

**CLOSURE OF ACCOUNT IN PEOPLE'S UNITED BANK, N.A.**  
**(Two Bears Capital Project)**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, by Resolution # 199, adopted on March 20, 1990, the Town Board authorized imposition of the \$500 per lot administrative fee in connection with the affordable housing project developed by Two Bears Builders, Inc.; and

**WHEREAS**, the sum of \$60,000 was deposited into an account at Suffolk County National Bank now People's United Bank in an bank account titled Two Bears Capital Project Account (account #130001050); and

**WHEREAS**, the Two Bears Project has been completed and the Financial Administrator has deemed it unnecessary for the Town of Riverhead to have a bank account titled Two Bears Capital Project Account (account #130001050) and further that the account be closed.

**BE IT RESOLVED**, that the Supervisor be, and hereby is, authorized to close the Two Bears Capital Project Account (account #130001050) with People's United Bank; and be it further

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 333

**RATIFIES EXTENSION OF PROFESSIONAL SERVICES AGREEMENT WITH  
CONVERGED TECHNOLOGY GROUP, INC. (CTG) FOR ONGOING IT  
SUPPORT SERVICES FOR NETWORK/VMWARE**

Councilman Wooten offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, Converged Technology Group, Inc. (CTG) is an approved New York State Vendor for said professional services and from time to time, has provided various professional services to the Town of Riverhead, and

**WHEREAS**, by resolution number 638, adopted on September 4, 2013, the Town Board authorized a professional services agreement with CTG for on-going support of storage/Network/datacenter/ VMWare ("Assist 360"); and

**WHEREAS**, the agreement approved by resolution 638-2013 for Assist 360 professional services with CTG expired on December 31, 2016; and

**WHEREAS**, the agreement was extended from January 1, 2017 to April 15, 2017; and

**WHEREAS**, there remains an ongoing need for Assist 360 professional services; and

**WHEREAS**, the IT Department has recommended that CTG be approved by the Town Board of Riverhead to provide those continued professional services; and

**WHEREAS**, CTG has agreed to provide ongoing Assist 360 professional services on a month by month basis at a monthly fee of \$3,975.92.

**NOW THEREFORE BE IT RESOLVED**, that the Town Board be and hereby accepts the recommendation of the IT Department and is in favor of entering into a month to month proposal made by CTG to continue providing Assist 360 professional services on a month by month basis at a monthly fee of \$3,975.92, nunc pro tunc, from April 15, 2017; and be it further

**RESOLVED**, that Town Board, be and hereby, ratifies the month to month proposal made by CTG to continue providing Assist 360 professional services on a month by month basis at a monthly fee of \$3,975.92, nunc pro tunc, from April 15, 2017; and be it further

**RESOLVED**, that Town Clerk be and is hereby directed to forward a certified copy of this resolution to CTG, 1377 Motor Parkway, Suite 402, Islandia, New York 11749; and be it further

**RESOLVED**, that Town Clerk the Town Clerk be and is hereby directed to forward a certified copy of this resolution to CTG, 1377 Motor Parkway, Suite 402, Islandia, New York 11749; and be it further

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted



# Assist360°

Co-Managed Services



## Why Assist360° Services?



24x7x365 Remote Monitoring & Alerting



SLA-Based Priority Response Services



Unlimited IT Helpdesk Support



Vendor Management



Network Optimization Services

Improve IT service levels and realize the cost benefits of cloud-based IT infrastructure monitoring and proactive management

## Did You Know?

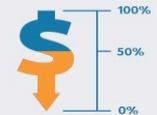
Of firms that shifted to managed services:<sup>1</sup>



• **50%** reduced IT expenditures by **25% or more**



• **13%** reduced IT expenditures by **50% or more**



## 24x7x365 Remote Monitoring and Alerting / Event Notification

### On-site Manager / Central Manager Architecture

- ➔ Hardened Appliance
- ➔ Central Manager in SSAE 16 Compliant Data Center
- ➔ VPN-less Architecture, and/or Remote Access via SSL VPN
- ➔ Dashboards & Event Viewer
- ➔ Device Registry & Device Summary

### Device Up / Down Status Alerting

- ➔ ICMP / SNMP / WMI / Select API Monitoring\*
- ➔ E-mail / Text Page Alerting

### Monthly Device Availability Reports

- ➔ Device Level Report (.pdf) Represents Device Availability Trends Day by Day from the Previous Month

### Threshold Management and Alerting

- ➔ Custom Thresholds and Alerting to Meet Customer Specific Requirements

#### Did You Know?



67% of companies that use managed services do so to **simplify network and IT operations.**<sup>1</sup>



## 24x7x365 Priority Response Services

### Predictable SLA-Based Response (1 Hour Call Back)



1 Hour

Engineer Callback / Problem Identification / Troubleshooting

### Predictable SLA-Based Escalation Procedures



1 Hour

Engineer Callback / Problem Identification / Troubleshooting



4 Hours

Remediation / Escalation to NOC Services Team Lead



8 Hours

Escalation to Director of NOC Services and Account Executives



24 Hours

Escalation to Chief Technology Officer

### Service Restoration

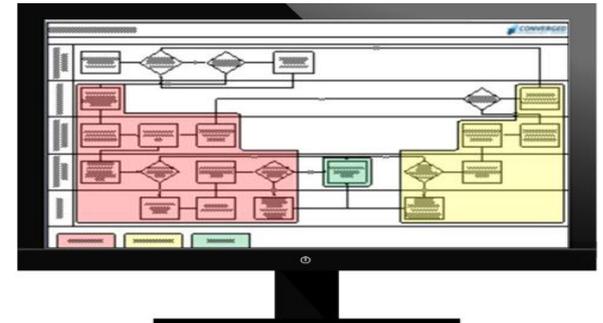


Remediation of identified issues

### Case Resolution Report (PO Incidents)\*

- ➔ Incident Details
- ➔ Problem / Incident Management Review
- ➔ Incident Resolution Details
- ➔ Proposed Corrective / Preventative Action

*\*Upon Request*



## Enterprise Networks / Collaboration / Virtualized Data Center Helpdesk

- ➔ Unlimited Move, Add, Change Deletion Support for Normal Business Hour
  - ➔ (M-F 9:00 a.m. – 5:00 p.m. EST) Operational Support
- ➔ 24x7x365 Access for Ticket Entry
- ➔ Enterprise Helpdesk Ticketing System
- ➔ Phone Support
- ➔ Secure, Web-based Ticketing Portal
- ➔ E-mail Support Requests
- ➔ Customer Specific Knowledgebase Accessible via Secure Portal Access

### Did You Know?

Some of the top reasons businesses choose managed services:<sup>1</sup>



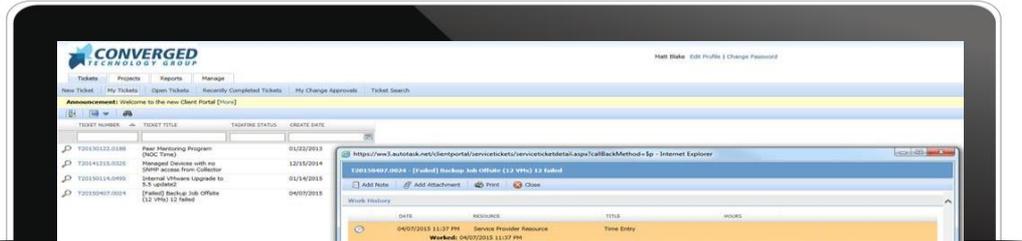
54% to provide flexibility



47% to improve performance or services



33% to mitigate risk of technology change



## Vendor Management



Single Point of Contact – Simplify Service,  
Renewals, Resolution

- ➔ Streamline & Accelerate Vendor Access
- ➔ Speed Issue Resolution

### Manufacturers (Partial List)



- ➔ Cisco Systems, Inc.
  - ➔ Converged Technology Group Support Alias Association
  - ➔ Priority Level 1 Access to TAC
- ➔ EMC
- ➔ VMware
- ➔ Veeam, Microsoft



### Internet Service Provider

- ➔ Provider
  - ➔ LOA for Converged Technology Group Support Team
  - ➔ Ticket Creation / Escalation / Management / Closure



### Did You Know?

By 2016,



of North American  
companies will be  
using managed services.<sup>1</sup>

## Data Center A360 Services

- **Managed Physical Rackmount Server**- monitoring of physical hardware; assist with required, vendor-driven firmware updates and/or maintenance
- **Managed Hypervisor OS**- monitoring and management of VMware ESX hypervisor, includes Cluster Health, ESXi Nodes Status, Virtual Switch Health, Datastore Health, ESXi Services, Distributed V-Switch Health, Memory Utilization. Does not include hypervisor upgrades (would require T&M).
- **Managed Server OS** – monitoring and management of a physical or virtual server and its operating system, including OS troubleshooting. Does not include application support beyond the OS or major service pack installations.
- **Managed Server OS + Horizon View Application**- management and monitoring of physical or virtual server, its OS plus one Horizon View application installed on that server, including OS and View application troubleshooting. Does not include major service pack installations or upgrades to the application. Applications include View Composer Server, Security Server, Connection Server. (would require T&M).

## Data Center A360 Services – Cont.

- **Managed Anti Virus Application-** management and monitoring of VShield, Agentless AV Proxy Servers, Management server. Each server that makes up the infrastructure requires a separate license. Doesn't include agent based endpoints.
- **Managed Storage Array-** includes monitoring and management of the SAN attached storage array including required, vendor-drive firmware updates and maintenance. SAN moves, adds, changes limited to 5/month. Doesn't include replication (our SAN does not do replication) or backup. (veeam is backing up our desktops now)
- **Virtual Desktop User-** includes troubleshooting of user connection through Thin Client or Desktop Client, moves/add/changes for Group membership, applications through Appstack, Pool Assignment. Doesn't include printer mappings, drive redirections, access through PDAs or GPO mapping.
- **Managed Backup -** includes monitoring, remediation, troubleshooting and problem resolution for backup jobs.
- **Managed Backup Appliance-** includes monitoring, remediation, troubleshooting, and problem resolution for disk-based backup appliances- Data Domain/Server JBOD (just a bunch of disks)
- **Managed Replication-** includes monitoring, remediation, troubleshooting and problem resolution for replication jobs.

## Available through a Block of Hours or T&M Contract

- New hardware installations (excluding RMA processing where same firmware and configurations are re-applied.)
- New application software installations
- New features implementations (feature available in current release but not yet enabled)
- Major upgrades and Service pack installations
- New site/device deployments
- Office moves or relocation
- Network performance analysis and tuning
- Service and repair made necessary by alteration/modification of equipment other than that authorized by Converged Technology Group, including alterations, software installations or modifications of equipment made by Client's employees or anyone other than Converged Technology Group.
- Service and repair made necessary by the introduction of a virus, spyware or malware infection.
- Maintenance of application software packages
- Proactive firmware/software defect analysis

## Available through a Block of Hours or T&M Contract – Cont.

- Proactive firmware/software defect analysis
- Group policy object (GPO) creation/modification/troubleshooting
- Active Directory (AD) creation/modification/troubleshooting (excluding addition/removal of user accounts and password resets)
- Non-standard software installations or support
- Virtual Desktop Support (after recompose and desktop issues)
- Parent Image creation
- Recompose of Desktops
- Onsite support services
- After hours support for non-emergency issues

- 13 Workgroup Switches
- 1 Chassis Switch
- 1 WAN router, from Optimum
- 4 Firewalls
- 1 Ironport Security Appliance
- 1 EMC VNXe SAN
- 1 Data Domain Appliance
- 5 UCS C series servers
- 17 Application servers
- 5 Horizon View servers
- 5 ESX Nodes
- 100 Virtual Desktop Users
- 6 Vendors

Assist 360 Basic w/1Hour Callback - **\$47,711.04 per year**

**\$ 3,975.92 per month**

TOWN OF RIVERHEAD

Resolution # 334

**APPROVES SETTLEMENT WITH IPC CONTRACTING CORP  
AND FARM FAMILY CASUALTY INSURANCE COMPANY**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Hubbard

**WHEREAS**, a claim was made by the Town of Riverhead to recover funds from Farm Family Casualty Insurance Company for property damage caused on or about December 6, 2016; and

**WHEREAS**, the parties entered into negotiations before any suit was commenced; and

**WHEREAS**, an offer of settlement in the sum of \$38,533.00 has been made by Farm Family Casualty Insurance Company regarding the claim by the Town of Riverhead for property damage caused on or about December 6, 2016.

**NOW THEREFORE BE IT RESOLVED**, that the Town Board of the Town of Riverhead be and hereby approves the settlement offer made by Farm Family Casualty Insurance Company and on behalf of IPC Contracting Corp. and authorizes the Supervisor executing the General Release, such other documents as deemed necessary to carry out the settlement, accepting and taking in the settlement funds and; and be it further

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

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

**RELEASE**  
**(PROPERTY DAMAGE ONLY)**

**FOR THE SOLE CONSIDERATION OF** Thirty Eight Thousand Five Hundred Thirty Three and 00/100 Dollars, (\$38,533.00), the undersigned (being of lawful age and capacity) hereby releases and forever discharges IPC Contracting Corp, their heirs, executors, administrators, agents and assigns, and all other persons, firms or corporations liable or, who may be claimed to be liable, none of whom admit liability to the undersigned, but all expressly deny any liability, from any and all claims, demands or suits of any kind on account of and resulting from damage to property caused by an accident which occurred on or about the 06th day of December, 2016, at or near Pulaski Street and Osborne Avenue in Riverhead, NY.

This release expressly reserves all rights of the parties released to pursue their legal remedies, if any, against the undersigned, their heirs, executors, agents and assigns.

Undersigned hereby declares that the terms of this settlement have been completely read and are fully understood and voluntarily accepted for the purpose of making a full and final compromise adjustment and settlement of any and all claims, disputed or otherwise, on account of the damages above mentioned, and for the express purpose of precluding forever any further or additional claims relating to property damage arising out of the aforesaid accident.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

In the presence of

\_\_\_\_\_  
Witness Signed X \_\_\_\_\_

\_\_\_\_\_  
Witness Signed X \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public Signature

My Commission Expires: \_\_\_\_\_

**NOTE: IMPORTANT STATE LAW NOTIFICATIONS REGARDING FRAUD ARE INCLUDED ON THE REVERSE OR AS AN ADDENDUM TO THIS FORM WHEN SENT FROM COMPANY.**

State laws request the following be included with your form:

#### **Applicable in Arizona**

For your protection Arizona law requires the following statement to appear on this form. Any person who knowingly presents a false or fraudulent claim for payment of a loss is subject to criminal and civil penalties.

#### **Applicable in Alabama, Arkansas, Louisiana and Texas**

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

#### **Applicable in California**

For your protection California law requires the following to appear on this form: Any person who knowingly presents false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

#### **Applicable in Colorado**

It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

#### **Applicable in Florida**

Any person who knowingly and with intent to injure, defraud, or deceive any insurance company files a statement of claim containing any false, incomplete or misleading information is guilty of a felony of a third degree.

#### **Applicable in Idaho and Indiana**

Any person who knowingly, and with intent to defraud or deceive any insurance company, files a statement containing any false, incomplete or misleading information is guilty of a felony.

#### **Applicable in Kentucky and Pennsylvania**

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime.

#### **Applicable in Minnesota**

A person who files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.

#### **Applicable in Nevada**

Pursuant to NRS 686A.291, any person who knowingly and willfully files a claim that contains any false, incomplete or misleading information concerning a material fact is guilty of a felony.

#### **Applicable in New Mexico**

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.

#### **Applicable in Ohio**

Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

#### **Applicable in Oklahoma**

WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

#### **Applicable in Oregon**

Any person who, with INTENT TO DEFRAUD or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement MAY BE guilty of insurance fraud.

#### **Applicable in Tennessee and Virginia**

It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

#### **Applicable in Washington**

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

#### **Applicable in West Virginia**

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

TOWN OF RIVERHEAD

Resolution # 335

**RESOLUTION TO SUPPORT COUNTY OF SUFFOLK PURCHASE OF 37.6 +-ACRES  
OF LAND LOCATED ON MAIN ROAD, JAMESPORT, NY (SUBJECT PROPERTY)  
OWNED BY JAMESPORT PROPERTY CO., LLC**

Councilman Hubbard offered the following resolution,

which was seconded by Councilman Dunleavy

**WHEREAS**, pursuant to Chapter 8 of the Laws of Suffolk County, the owner of a parcel of property situated on South Side of Main Road, Jamesport, New York, described as SCTM #600-68-3-32.5 and hereinafter referred to as "subject property", has submitted an application to the Suffolk County Farmland Committee (hereinafter "Committee") seeking a recommendation and referral from the Committee to the Suffolk County Legislature to accept owner's offer to sell the development rights of the subject property and preserve the property for agricultural production; and

**WHEREAS**, the Building & Planning Director for the Town of Riverhead, prepared a report for the Town Board of the Town of Riverhead to determine if the preservation of the subject property was consistent with the Comprehensive Master Plan; and

**WHEREAS**, the Building & Planning Director reported that subject property is currently zoned Rural Corridor (RLC) for a distance of 500 feet south of Main Road and the remainder of the property is zoned Residence B80 (RB80) which allows single family development on 80,000 sq. ft. lots. The intent of the Rural Corridor (RLC) Zoning Use District is to allow a very limited range of roadside shops and services that are compatible with the agricultural and rural setting along major arterial roads. Permitted uses include agricultural production; antique stores and craft stores; retail stores or shops on properties with frontage along either side of New York State Route 25 between South Jamesport and Washington Avenues and Nurseries. The Town's 2003 Comprehensive Plan, Chapter Three titled "Agricultural Element" makes it clear that agricultural industry has and continues to play a leading role in the Town's economy and shape the Town's character and way of life. The goals outlined in Chapter 3 of the Comprehensive Plan include protecting the agricultural land base; foster the local agricultural economy; maintain and preserve the rural character and heritage of Riverhead; reduce the amount of development in those areas of Riverhead where agricultural activity is currently concentrated...target farmland preservation efforts to Riverhead's agricultural greenbelt located in certain actively tilled farms north of Sound Avenue and South of Route 25 at Jamesport.

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Board of the Town of Riverhead hereby supports the County of Suffolk's acquisition of property described as SCTM #600-68-3-32.5 in furtherance of the Town and County's mutual goal of protection and preservation of farmland; and be it further

**RESOLVED**, that the Town Clerk is hereby directed to forward a copy of this resolution to Hon. Al Krupski, Suffolk County Legislator, 423 Griffing Avenue, Suite 2, Riverhead, NY 11901 and Laretta Fischer, Principal Environmental Analyst, S.C. Dept. of Planning, 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**

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

The Resolution Was  Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 336

**AUTHORIZES LEGAL ACTION AGAINST THE OWNERS, TENANTS, OCCUPANTS  
AND MORTGAGEE OF THE PROPERTY LOCATED AT 445 WEST MAIN STREET,  
RIVERHEAD, NEW YORK**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, the Town Board has determined that the property situated at 445 West Main Street, Riverhead, New York is being used and occupied in violation of various sections of the Code of the Town of Riverhead and the New York State Uniform Fire Prevention and Building Code;

**NOW, THEREFORE, BE IT HEREBY RESOLVED**, that Robert F. Kozakiewicz, Town Attorney for the Town of Riverhead is authorized to institute legal action in the name of the Town of Riverhead against the owners, tenants, occupants and mortgagee of the structure situated at 445 West Main Street, Riverhead, New York in the Supreme Court of the State of New York to enjoin the illegal use, occupancy and/or maintenance of said property and the structure situated upon such; and be it further

**RESOLVED**, that it is left to the discretion of Robert F. Kozakiewicz, Town Attorney for the Town of Riverhead as whether said cause of action should seek monetary and/or punitive damages against the owners, tenants, occupants and/or mortgagee of said property for their illegal use, occupancy and maintenance of said property.

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 337

**AUTHORIZES THE TOWN SUPERVISOR TO EXECUTE A PROFESSIONAL SERVICE AGREEMENT WITH FREE MONEY LLC**

Councilman Wooten offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, the Community Development Department is desirous of retaining the services of Chris Kempner through her consulting business Free Money LLC to provide project development and grant consulting services in connection with various Town of Riverhead projects; and

**WHEREAS**, Free Money LLC is ready, willing and able to provide such services as desired by the Town of Riverhead pursuant to the attached proposed agreement.

**NOW THEREFORE BE IT RESOLVED**, that the Town Supervisor be and is hereby authorized to execute the attached Professional Services Agreement with Free Money LLC to provide project development and grant consulting services and activities pursuant to a \$90.00/hour fee delineated in the attached proposed agreement from May 15, 2017 through to December 31, 2017 with a 100-hour cap for services rendered; and be it further

**RESOLVED**, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to Free Money LLC, Community Development 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**

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

The Resolution Was  Thereupon Duly Declared Adopted

## **CONSULTANT/PROFESSIONAL SERVICES AGREEMENT**

This Agreement made the 15th day of May, 2017 between the Town of Riverhead, a municipal corporation organized and existing under the laws of New York, with its office located at 200 Howell Avenue, Riverhead, New York, 11901, and Free Money, LLC, P.O. Box 207, Quogue, New York 11959

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

### **1. SCOPE OF SERVICES**

During the term of this Agreement, Consultant shall furnish professional project development and grant writing and administration services to include preparation of grant proposals, project development proposals, and other grant administration documents and advice. The specific projects/tasks shall be assigned by the Administrator or such interim/acting Administrator of the Department. These services are to be rendered by Consultant as an independent contractor and not as an employee of Town.

### **2. TERM OF AGREEMENT**

The Agreement shall commence on May 15, 2017 and expire upon completion of the assigned task(s)/project(s) or notwithstanding the status of a project, effective immediately upon by the payment/fee limitation provision set forth below, to wit: fees for all services rendered under this Agreement shall not exceed \$9,000.00 (100 hours).

### **3. PAYMENT**

For these services Town of Riverhead will pay Consultant a fee \$90 per hour not to exceed \$9,000.00 (100 hours) for all services described above and to be provided under this Agreement. Note, the Consultant shall submit documentation, including time records, detailed description/identification of services and description of project or a portion of the project completed. The Town shall not be responsible for any out-of-pocket expenses, including but not limited to, postage, telephone or computer fees, travel expenses, paper costs nor shall the Town have any liability for any other expenses or costs incurred by Consultant. Invoices for services and reimbursable expenses shall contain the following statement signed by Consultant, or if this Agreement is with a firm, an officer or authorized representative of the firm: "I hereby certify, to the best of my knowledge and belief, that this invoice is correct, and that all items invoiced are based upon actual costs incurred or services rendered consistent with the terms of the professional services agreement." Invoices shall reference this Agreement or otherwise be identified in such a manner as Town may reasonably require.

### **4. RIGHTS TO DOCUMENTS OR DATA**

All information and data, regardless of form, generated in the performance of, or delivered under, this Agreement, as well as any information provided to Consultant by Town, shall be and remain the sole property of Town. Consultant shall keep all such

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

#### 5. PUBLICITY

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

#### 6. ASSIGNMENT AND SUBCONTRACTING

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

#### 7. RECORDS

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

#### 8. CHANGES

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

## 9. NOTICES

Any notice shall be considered as having been given: (i) to Town of Riverhead if mailed by certified mail, postage prepaid to Town of Riverhead, Attention: Town Attorney, 200 Howell Avenue, Riverhead, NY 11901; or (ii) to Consultant if mailed by certified mail, postage prepaid to Free Money, LLC, P.O. Box 207, Quogue, New York 11959.

## 10. COMPLIANCE WITH LAWS

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

## 11. CONFLICT OF INTEREST

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

## 12. DISCLOSURE

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

## 13. DISPUTES

If Consultant fails to perform any of its obligations hereunder in accordance with the terms hereof, then after reasonable notice to Consultant not to exceed thirty (30) days, and an opportunity for Consultant to cure such failure, (except in case of emergency), the Town may (but shall not be obligated to) terminate this agreement.

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

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Sean M. Walter, Supervisor  
Town of Riverhead  
200 Howell Avenue  
Riverhead, NY 11901

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Christina Kempner, Manager/Member  
Free Money, LLC  
P.O. Box 207  
Quogue, NY 11959

**TOWN OF RIVERHEAD**

**Resolution # 338**

**PAYS BILLS**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Hubbard

<b>ABSTRACT #17-12 APRIL 20, 2017 (TBM 5/02/17)</b>			
<b>Fund Name</b>	<b>Fund</b>	<b>Ckrun</b>	<b>Grand Totals</b>
<b>GENERAL FUND</b>	<b>1</b>	<b>66,788.79</b>	<b>66,788.79</b>
<b>POLICE ATHLETIC LEAGUE</b>	<b>4</b>	<b>249.27</b>	<b>249.27</b>
<b>HIGHWAY FUND</b>	<b>111</b>	<b>6,807.06</b>	<b>6,807.06</b>
<b>WATER DISTRICT</b>	<b>112</b>	<b>18,732.79</b>	<b>18,732.79</b>
<b>RIVERHEAD SEWER DISTRICT</b>	<b>114</b>	<b>63,877.57</b>	<b>63,877.57</b>
<b>REFUSE &amp; GARBAGE COLLECTION DI</b>	<b>115</b>	<b>97.20</b>	<b>97.20</b>
<b>PUBLIC PARKING DISTRICT</b>	<b>117</b>	<b>125.40</b>	<b>125.40</b>
<b>AMBULANCE DISTRICT</b>	<b>120</b>	<b>534.78</b>	<b>534.78</b>
<b>EAST CREEK DOCKING FACILITY FU</b>	<b>122</b>	<b>300.00</b>	<b>300.00</b>
<b>CALVERTON SEWER DISTRICT</b>	<b>124</b>	<b>9,206.00</b>	<b>9,206.00</b>
<b>RIVERHEAD SCAVENGER WASTE DIST</b>	<b>128</b>	<b>12,223.87</b>	<b>12,223.87</b>
<b>WORKERS' COMPENSATION FUND</b>	<b>173</b>	<b>3,362.09</b>	<b>3,362.09</b>
<b>CDBG CONSORTIUM ACCOUNT</b>	<b>181</b>	<b>20,656.00</b>	<b>20,656.00</b>
<b>TOWN HALL CAPITAL PROJECTS</b>	<b>406</b>	<b>26,600.00</b>	<b>26,600.00</b>
<b>WATER DISTRICT CAPITAL PROJECT</b>	<b>412</b>	<b>3,800.00</b>	<b>3,800.00</b>
<b>TOTAL ALL FUNDS</b>		<b>233,360.82</b>	<b>233,360.82</b>

<b>ABSTRACT #17-13 APRIL 27, 2017 (TBM 5/02/17)</b>			
<b>Fund Name</b>	<b>Fund</b>	<b>Ckrun</b>	<b>Grand Totals</b>
<b>GENERAL FUND</b>	<b>1</b>	<b>79,372.73</b>	<b>79,372.73</b>
<b>RECREATION PROGRAM FUND</b>	<b>6</b>	<b>1,225.00</b>	<b>1,225.00</b>
<b>HIGHWAY FUND</b>	<b>111</b>	<b>2,245.83</b>	<b>2,245.83</b>
<b>WATER DISTRICT</b>	<b>112</b>	<b>333,757.46</b>	<b>333,757.46</b>
<b>RIVERHEAD SEWER DISTRICT</b>	<b>114</b>	<b>10,981.99</b>	<b>10,981.99</b>
<b>STREET LIGHTING DISTRICT</b>	<b>116</b>	<b>94.99</b>	<b>94.99</b>
<b>AMBULANCE DISTRICT</b>	<b>120</b>	<b>12,034.86</b>	<b>12,034.86</b>
<b>EAST CREEK DOCKING FACILITY FU</b>	<b>122</b>	<b>14,002.00</b>	<b>14,002.00</b>
<b>RIVERHEAD SCAVENGER WASTE DIST</b>	<b>128</b>	<b>2,146.21</b>	<b>2,146.21</b>
<b>RISK RETENTION FUND</b>	<b>175</b>	<b>4,592.51</b>	<b>4,592.51</b>
<b>CDBG CONSORTIUM ACCOUNT</b>	<b>181</b>	<b>785.00</b>	<b>785.00</b>
<b>GENERAL FUND DEBT SERVICE</b>	<b>384</b>	<b>293,612.02</b>	<b>293,612.02</b>
<b>TRUST &amp; AGENCY</b>	<b>735</b>	<b>620,353.96</b>	<b>620,353.96</b>
<b>TOTAL ALL FUNDS</b>		<b>1,375,204.56</b>	<b>1,375,204.56</b>

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 339

**RATIFIES THE APPOINTMENT OF A BEACH MANAGER TO THE RECREATION DEPARTMENT**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Hubbard

**WHEREAS**, a Beach Manager is needed by the Riverhead Town Recreation Department for work at the Town Beaches

**NOW THEREFORE BE IT RESOLVED**, that effective April 24, 2017 through and including September 15, 2017, this Town Board hereby ratifies the appointment of Bethany Peters to the position of Beach Manager Level IV, to be paid the rate of \$17.25 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.

On a motion by Councilman Dunleavy, seconded by Councilman Wooten, resolution #339 was TAKEN OFF THE FLOOR, motion carried by unanimous vote. Immediately thereafter there was a motion to put to vote.

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD**

**Resolution # 340**

**AMENDS RESOLUTION #239**

Councilman Hubbard offered the following resolution,

which was seconded by Councilman Dunleavy

**WHEREAS**, resolution #239 was passed on April 4, 2017 and the job title needs to be amended

**NOW THEREFORE BE IT RESOLVED**, that this Town Board hereby amends the appointment of Sarah Freeborn from the position of Senior Park Attendant, Level 3, to the position of Park Attendant III, to be paid the rate of \$16.90 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.

On a motion by Councilman Dunleavy, seconded by Councilman Wooten, resolution #340 was TAKEN OFF THE FLOOR, motion carried by unanimous vote. Immediately thereafter there was a motion to put to vote.

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted