

APRIL 18, 2017

TOWN BOARD RESOLUTION LIST:

- Res. #270 Riverhead Bay Homes Water Main Installation Water Capital Project Budget Adjustment**
- Res. # 271 Riverhead Water District – Geological Survey Budget Adjustment**
- Res. # 272 Authorizing Removal of Fixed Asset Records from System**
- Res. # 273 Awards Bid for Gasb 45 Actuarial Services for Town of Riverhead**
- Res. # 274 Appoints Student Intern to the Accounting Department (Autumn Harris)**
- Res. # 275 Appoints Student Intern to the Accounting Department (Jamie Lessard)**
- Res. # 276 Appoints a Call-In Clerk to the Tax Receiver’s Office (Riane Smith)**
- Res. # 277 Appoints a Provisional Senior Engineering Aide (Paul Birmingham)**
- Res. # 278 Reassigns the Salary of the Assistant Recreation Program Coordinator (Ashley Schandel)**
- Res. # 279 Appoints a Provisional Recreation Leader (Jordan Harden)**
- Res. #280 Approves an Administrative Site Plan for an Addition to the Suffolk County Historical Society Museum**
- Res. # 281 Appoints a Call-In Assistant Recreation Leader II to the Recreation Department (Avery Berry)**
- Res. # 282 Ratifies the Appointment of a Call-In Recreation Aide to the Recreation Department (Kendal Kwasna)**
- Res. # 283 The Riverhead Recreation Department Set the Fees for 2017 Spring/Summer Brochure**
- Res. # 284 Authorizes the Selling of the Annual Beach Permits by Angelo’s Deli, Baits and Warren’s Tackle Center**
- Res. # 285 Authorizes the Supervisor To Execute an Agreement with D & B Engineers and Architects, P.C.**
- Res. # 286 Authorizes the Supervisor to Execute an Addendum to Agreement with L.K. Mclean Associates, Inc. for Survey of EPCAL Bicycle Path**

- Res. # 287** Authorizes the Supervisor to Execute an Agreement Authorizing the Town to Accept Funds from Suffolk County Office for the Aging to Supplement the Town's Residential Repair Program for the Elderly
- Res. # 288** Consents to the Terms and Conditions of a Revenue Recovery Service Agreement Between the Riverhead Volunteer Ambulance Corps, Inc., and Certified Ambulance Group, Inc., Regarding Emergency Medical Transportation Services and Emergency Medical Services Involving Motor Vehicle Accidents; Authorizes Implementation on May 1, 2017, at 12:00 A.M., of the Previously Established Ambulance District User Fee Schedule in the Riverhead Ambulance District
- Res. # 289** Awards Bid for Disposal and Recycling of Municipal Solid Waste
- Res. # 290** Approves the Chapter 255 Application of Manorville Fire Department (Brush Truck Training Event – Sunday, May 21, 2017)
- Res. # 291** Ratifies the Approval of the Chapter 255 Application of Church of the Harvest (Youth Program Plant Sale Fundraiser)
- Res. # 292** Approves the Chapter 255 Application Of Elitefeats, Inc. (5k Road Race – “Long Island Summer Classic” – July 8, 2017)
- Res. # 293** Approves Chapter 255 Application of Jamesport Manor Inn (“Rosé Festival” - Saturday, July 8, 2017)
- Res. # 294** Approves the Chapter 255 Application of Long Island Antique Power Association (“25th Annual Tractor Pull And Engine Show”)
- Res. # 295** Adopts a Local Law Amending Chapter 237 Entitled, "Highways, Streets and Sidewalks" to the Riverhead Town Code (§237-13. Penalties for Offenses.)
- Res. # 296** Authorizes the Supervisor to Execute Agreement With Telecom Data Service, Inc.
- Res. # 297** Ratifies Execution of Drainage Easement in Connection with Amended Drainage of Olde Vine Golf (Reeve's Golf, LLC)
- Res. # 298** Declares Riverhead Sound Associates, LLC in Default in Connection with the Subdivision Entitled “Aquebogue Golf Resorts A/K/A Highlands at Aquebogue”

- Res. # 299** Authorizes Co-Sponsorship of “Alive On 25” Street Festival on Thursday Nights, July 13, July 27, August 10 and August 24, 2017, Rain Date: August 31, 2017, 5:00 P.M. to 9:30 P.M., with the Riverhead Business Improvement District Management Association, Inc., along Main Street, between Griffing Avenue and Union Avenue; Authorizes the Supervisor to Execute a License Agreement with Designated Craft/Food Vendors, Alcohol Vendors and Other Parties; Suspends Enforcement of Riverhead Town Code Section 205-3 (Public Consumption and Open Possession of an Alcoholic Beverage) as Solely Limited to the Aforementioned Dates, Time and Place of The “Alive On 25” Street Festival
- Res. # 300** Approves Chapter 255 Application of Riverhead Rotary (Riverhead Rotary Garden Festival – May 11, 2017 – May 14, 2017)
- Res. # 301** Authorizes Town Clerk to Publish & Post Notice to Bidders for Well & Pump Service for the Water District
- Res. #302** Authorizes the Town Supervisor to Execute Agreement with Jeffrey Seeman, CGCS/CEP
- Res. # 303** Pays Bills

TOWN OF RIVERHEAD

Resolution # 270

RIVERHEAD BAY HOMES WATER MAIN INSTALLATION
WATER CAPITAL PROJECT

BUDGET ADJUSTMENT

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, a check in the amount of \$6,820.08 has been received from Riverhead Bay Homes LLC to provide for the additional construction costs associated with the installation of a 6-inch water main service at 114 Griffing Road, Riverhead.

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

		<u>FROM</u>	<u>TO</u>
412.092705.421050.60088	Developer Fees	6,820.08	
412.083200.523002.60088	Water Main Service		6,820.08

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

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

THE VOTE

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 ABSENT	

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 271

RIVERHEAD WATER DISTRICT – GEOLOGICAL SURVEY

BUDGET ADOPTION

Councilman Wooten offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, The Town Board passed resolution 17.0157 authorizing the Supervisor to enter into an agreement with the U.S. Department of the Interior – U.S. Geological Survey regarding geophysical monitoring.

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

		<u>FROM</u>	<u>TO</u>
412.095031.481113.60301	Water Key	60,000	
412.083200.543501.60301	Professional Services		60,000

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

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 272

AUTHORIZING REMOVAL OF FIXED ASSET RECORDS FROM SYSTEM

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Hubbard

WHEREAS, after a thorough review by the Departments listed below, the following items listed below by department have been deemed broken or unusable and need to be removed from the Town of Riverheads system. The Accounting Department hereby requests that the Town Board authorize the removal of these records from the Fixed Asset system.

NOW THEREFORE BE IT RESOLVED, that the Accounting Department is hereby authorized to discard the following items:

<u>Department</u>	<u>Tag#</u>	<u>Description</u>
Recreation	30740	Folding Chair
Recreation	30244	Folding Chair
Recreation	25352	Folding Chair
Recreation	2748	Folding Chair
Recreation	27600	Folding Chair
Recreation	25030	Folding Chair
Recreation	27612	Folding Chair
Recreation	30754	Folding Chair
Recreation	30757	Folding Chair
Recreation	25332	Folding Chair
Recreation	25347	Folding Chair
Recreation	30247	Folding Chair
Recreation	30762	Folding Chair
Recreation	27613	Folding Chair
Recreation	30233	Folding Chair
Recreation	25019	Folding Chair
Recreation	30747	Folding Chair
Recreation	25023	Folding Chair
Recreation	25358	Folding Chair
Recreation	30739	Folding Chair

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 273

AWARDS BID FOR GASB 45 ACTUARIAL SERVICES FOR TOWN OF RIVERHEAD

Councilman Hubbard offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, the Town Board of the Town of Riverhead, by Resolution #93 adopted on February 7, 2017, authorized the issuance of a Request for Proposals for GASB 45 Actuarial Services for the Town of Riverhead; and

WHEREAS, pursuant to such Request for Proposal, each proposal must comply with the instructions in the Notice and required that all proposals be submitted on or before 12:10 pm on March 16, 2017; and

WHEREAS, three (3) responses (Aquarius Capital, Danziger & Markhoff, LLP, and USI Consulting) were received in the manner required by the Request for Proposal specifications and thereafter opened and read aloud on March 16, 2017 at 12:10 pm in the Office of the Town Clerk, 200 Howell Avenue, Riverhead, New York; and

WHEREAS, the Audit Committee, together with the Town Financial Administrator and the Office of the Town Attorney, did review and evaluate the three proposals above plus four (4) additional proposals (The Howard E. Nyhart Company, AON, Sound Actuarial Consulting, and Bickmore) which were not delivered and/or did not comply with the specifications; and

WHEREAS, after serious consideration and evaluation, the Audit Committee, together with the Town Financial Administrator and the Office of the Town Attorney determined that Danziger & Markhoff LLP was the lowest responsible bidder and recommend that the bid for annual audit services for the Town of Riverhead be awarded to Danziger & Markhoff LLP.

NOW THEREFORE BE IT RESOLVED, that the bid for GASB 45 Actuarial Services for Town of Riverhead be and is hereby awarded to Danziger & Markhoff LLP; and be it further

RESOLVED, that the Town Board be and does hereby authorize the Town Supervisor to execute an agreement with Danziger & Markhoff LLP; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Danziger & Markhoff LLP, 123 Main Street, White Plains, NY 10601; the Town Attorney's Office and the Accounting Department; and be it further

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and, if needed, a 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 ABSENT

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 274

APPOINTS STUDENT INTERN TO THE ACCOUNTING DEPARTMENT

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

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

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

NOW THEREFORE BE IT RESOLVED, that effective May 8, 2017 through
September 8, 2017 Autumn Harris is hereby appointed to the position of Student Intern
II at the hourly rate of \$11.25.

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 275

APPOINTS STUDENT INTERN TO THE ACCOUNTING DEPARTMENT

Councilman Wooten offered the following resolution,

which was seconded by Councilwoman Giglio

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

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

NOW THEREFORE BE IT RESOLVED, that effective May 8, 2017 through
September 8, 2017 Jamie Lessard is hereby appointed to the position of Student Intern
II at the hourly rate of \$10.75.

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 276

APPOINTS A CALL-IN CLERK TO THE TAX RECEIVER'S OFFICE

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Hubbard

WHEREAS, This Town Board recognizes that the need to provide additional clerical personnel to the Office of the Receiver of Taxes to assist in the processing of tax money and to fill-in for existing staff as needed; and

WHEREAS, Riane Smith had served in the capacity of temporary Clerk to the Tax Receiver's Office during the 2016 tax season, and the Receiver of Taxes has made a recommendation to appoint her to this call-in position.

RESOLVED, this Town Board hereby appoints Riane Smith to the position of call-in Clerk effective May 1, 2017 at the hourly rate of \$10.45.

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 ABSENT

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 277

APPOINTS A PROVISIONAL SENIOR ENGINEERING AIDE

Councilman Hubbard offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, a vacancy exists for a Senior Engineering Aide in the Town Engineer's Department; and

WHEREAS, the Town has been granted approval by the Suffolk County Department of Civil Service to fill this position on a provisional basis until such time that a Certified List of Eligibles is issued for the title Senior Engineering Aide; and

WHEREAS, in accordance with the CSEA contract, this position was duly posted, Job Posting #5, duly advertised, interviews were conducted and a recommendation of a suitable candidate has been made by the Personnel Committee.

NOW, THEREFORE, BE IT RESOLVED, that pending the results of a successfully completed background investigation and effective May 15, 2017 this Town Board hereby makes a provisional appointment of Paul Birmingham to the title of Senior Engineering Aide at a rate of pay as found on Group 6, Step P of the CSEA Administrative 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 ABSENT

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 278

**REASSIGNS THE SALARY OF THE ASSISTANT RECREATION PROGRAM
COORDINATOR**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, due to the retirement of the Recreation Program Coordinator, it has become incumbent upon the Superintendent of Recreation to reallocate some of duties associated with this title to an existing staff member.

NOW, THEREFORE, BE IT RESOLVED, that in recognition of her increased job duties and responsibilities and effective May 1, 2017 this Town Board hereby reassigns the salary of Assistant Recreation Program Coordinator Ashley Schandel to Group 3 Step 8 of the CSEA Administrative 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 ABSENT

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 279

APPOINTS A PROVISIONAL RECREATION LEADER

Councilman Wooten offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, a vacancy exists for a Recreation Leader in the Town's Intergenerational Services Department; and

WHEREAS, in accordance with the CSEA contract, this position was duly posted, Job Posting #6, and a recommendation of a suitable candidate has been made by the Superintendent of Recreation.

NOW, THEREFORE, BE IT RESOLVED, that effective May 1, 2017 this Town Board hereby makes a provisional appointment of Call-In Assistant Recreation Leader Jordan Harden to the title of Recreation Leader at a rate of pay as found in Group 2, Step 3A of the CSEA Administrative 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 ABSENT

The Resolution Was Thereupon Duly Declared TABLED

TOWN OF RIVERHEAD

Resolution # 280

**APPROVES AN ADMINISTRATIVE SITE PLAN FOR AN ADDITION TO THE
SUFFOLK COUNTY HISTORICAL SOCIETY MUSEUM**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Hubbard

WHEREAS, a site plan application was submitted to construct a multi-level addition of 923 sq. ft. of gross floor area for handicapped access to the existing 13,700 sq. ft. sq. ft. Suffolk County Historical Society Museum building and related improvements, including an asphalt parking area with three parking stalls including a handicapped stall and access aisle, removal of a telephone pole to accommodate a new curb cut from the new parking area onto Osborn Ave., drainage improvements, a concrete sidewalk, a paver patio, a bench seat, a 48 inch high brick wall, new gas and electrical service, a proposed sewer connection, rerouting the water service from the existing meter, proposed lighting, etc. upon real property at 300 W. Main St., located in the Downtown Center 3 (DC-3) Zoning District on a triangular parcel on the north side of W. Main St., between Osborn Ave. and Court St. in Riverhead, New York, known and designated as 300 W. Main St. and Suffolk County Tax Map No. 0600-128-03-46; and

WHEREAS, as per a letter dated July 21, 2016 from the New York State Department of Transportation, as long as all work and drainage are contained on site, no work is proposed in the NY 25 Right of Way (ROW) and the NY 25 ROW is not used to stage vehicles or equipment, a NYSDOT Highway Work Permit will not be required; and

WHEREAS, as per a memo dated September 14, 2016 the Conservation Advisory Council (CAC) indicated that the Board feels the scope of work within CAC jurisdiction is limited and recommended the use of silt fencing and hay bales as a condition of site plan approval;

WHEREAS, a proposed hay bail and silt fence boundary during construction is now shown on the site plan;

WHEREAS, in a letter dated November 17, 2016 the Riverhead Sewer District has indicated that connection is available; and

WHEREAS, as per a memo dated August 8, 2016 the Landmarks Preservation Commission approved the addition to the building; and

WHEREAS, the Architectural Review Board in a memo dated September 28, 2016 recommended approval of the project based upon plans last dated September 9, 2106; and

WHEREAS, the Town Board has carefully considered the merits of the site plan application, the SEQRA record to date, the report of the Planning Department, as well as all other relevant Planning, Zoning and Environmental information; and

WHEREAS, the site plan review fee, as required by Section 301-305 G(2) of the Code of the Town of Riverhead was received as per check numbers 1201 and 1410 from Stromski Architecture P. C. dated March 9, 2016 and March 30, 2017 respectively; and

WHEREAS, the Town Board has reviewed the site plan aforementioned;

NOW, THEREFORE, BE IT RESOLVED, that in the matter of the administrative site plan application of Suffolk County Historical Society Museum for an addition of 923 sq. ft. of gross floor area the action is Type II action pursuant to 6NYCRR Part 617 and no further environmental review is required; and be it further

RESOLVED that the 3-page site plan last revised January 30, 2017, including an Existing Site Plan Demolition Plan (sheet S-1), a Proposed Site Plan (sheet S-2), and Proposed Site Details (sheet S-3), and a Building Elevations (sheet A-1) last revised September 9, 2016, all prepared by Robert Stromski, R. A., to construct a multi-level addition of 923 sq. ft. of gross floor area for handicapped access to the existing 13,700 sq. ft. sq. ft. Suffolk County Historical Society Museum building and related improvements, including an asphalt parking area with three parking stalls including a handicapped stall and access aisle, removal of a telephone pole to accommodate a new curb cut from the new parking area onto Osborn Ave., drainage improvements, a concrete sidewalk, a paver patio, a bench seat, a 48 inch high brick wall, new gas and electrical service, a proposed sewer connection, rerouting the water service from the existing meter, proposed lighting, etc. are hereby approved by the Town Board with the following conditions:

1. That the provisions of the Riverhead Town Code, which are not addressed by this resolution, or other official action of the Town shall, at all times, be complied with by the owner of the property covered by this site plan;
2. That a covenant in a form approved by the Town Attorney, containing all the limitations and provisions of these approvals contained in this resolution shall be recorded with the Suffolk County Clerk and a copy of such recorded covenant shall be filed with the Riverhead Town Clerk. This resolution shall not become effective until such covenant is duly recorded with the Suffolk County Clerk's Office and filed with the Riverhead Town Clerk;
4. That any outdoor lighting shall be installed pursuant to Article XLIX of the **Riverhead Town Code** and no lighting shall be adjusted in such a way as to cause direct glare on neighboring properties or adjoining highways;

5. That the applicant is familiar with the **Riverhead Town Code**, Chapter 245, entitled, "Littering and Graffiti" and Chapter 251, entitled "Noise, Public Nuisances, and Property Maintenance" and agrees to abide by same;
6. That parking, paving and drainage shall be provided pursuant to specifications outlined in the **Riverhead Town Code**;
7. That the parking area shall be maintained pursuant to specifications outlined in the **Riverhead Town Code**;
8. That any and all landscaped and paved areas shall be regularly maintained in an orderly and professional manner and kept free of weeds and litter; and that any planters, planter boxes, window boxes or other container plantings shall likewise be maintained on a year-round basis;
9. That all new utilities shall be constructed underground;
10. That the topsoil shall conform to the specifications of the New York State Department of Transportation in regard to pH, organic content, and gradation;
12. That all nursery stock and installation methods thereof shall meet the latest "American Standards for Nursery Stock," as published by the American Association of Nurserymen;
13. The applicant must satisfy all requirements of the Building and Fire Code of New York State;
14. That the applicant shall be required to request, pay the applicable fees, and obtain all the necessary site inspections (including drainage improvements prior to backfill, grading and site improvements prior to the first lift of paving, and post-construction prior to the issuance of a certificate) as prescribed in section 301-305F(1) of the **Code of the Town of Riverhead**;
15. That no importation or exportation of materials will take place until a permit for such is obtained from the Town Board pursuant to Chapter 229 of the Riverhead Town Code;
16. That none of the required work on the access or in the right-of-way of Osborn Ave. shall take place without obtaining a Highway Work Permit from the Town of Riverhead Highway Department;
17. That no reconnection to the Town of Riverhead Water District for the rerouted water service shall be made without the approval of the Town of Riverhead Water District Superintendent and until any applicable issues regarding the safety of the public water supply are addressed and any applicable Water District fees and charges are paid;
18. That no new connections to the Town of Riverhead Sewer District shall be made without the approval of the Town of Riverhead Sewer District Superintendent and the payment of any applicable Sewer District fees and charges;

19. That no Building Permit for the addition shall issue prior to approval by the Suffolk County Department of Health Services Office of Wastewater Management;
20. That no Building Permit shall issue until the Town Supervisor signs a mylar copy of the 3-page site plan, including the Existing Site Plan Demolition Plan (sheet S-1), the Proposed Site Plan (sheet S-2), and the Proposed Site Details (sheet S-3), and the Building Elevations (sheet A-1), all prepared by Robert Stromski, R. A., which is contingent upon the following:
 - i. That the mylar plans shall not exceed the standard D size drawing (24" x 36");
 - ii. That the Town Board Certification Box shall be added to all four pages of the mylar plans and each shall be given a new revision date;
 - iii. That six sets (6) sets of paper plans matching the mylar shall be submitted;
 - iv. Receipt a digital copy on compact disk of the 3-page site plan matching the mylar in a common computer-aided design (CAD) file format, among them DGN, DXF, and DWG, and the digital CAD drawing shall be projected in the NAD 1983 State Plane New York Long island FIPS 3104 (feet) coordinate system;
 - v. That covenants in a form approved by the Town Attorney are submitted and filed (as indicated under item #2);
 - vi. That certification of clean title to the satisfaction of the Town Attorney is submitted;
21. That no temporary or permanent Certificates of Occupancy shall be issued until:
 - i. Written confirmation that a Highway Work Permit was issued by the Town of Riverhead Highway Department and that all the required work has been completed to the satisfaction of the Town of Riverhead Highway Superintendent;
 - ii. The applicant submits six signed and sealed "As-Built" surveys to the Planning Department in accordance with section 301- 303 E;
 - iii. Confirmation from the Sewer District that the sewer connection has been made satisfactorily and that any applicable fees and charges have been paid;
 - iv. Confirmation from the Town of Riverhead Water District that any applicable issues regarding the safety of the public water supply have been addressed and any applicable fees and charges have been paid; and be it further

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of the is resolution to Robert Stromski, R. A., STROMSKI architecture, p. c., P. O. Box 1254, Jamesport, New York 11947, 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 ABSENT

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 281

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

Councilman Hubbard offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, a Call-In Assistant Recreation Leader II is needed by the Riverhead Town Recreation Department

NOW THEREFORE BE IT RESOLVED, that effective April 18, 2017 through and including December 31, 2017, this Town Board hereby appoints Avery Berry to the position of Call-In Assistant Recreation Leader II, Level I, to be paid the rate of \$12.60 per hour and

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 282

RATIFIES THE APPOINTMENT OF A CALL-IN RECREATION AIDE TO THE RECREATION DEPARTMENT

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, a Recreation aide is needed by the Riverhead Town Recreation Department,

NOW THEREFORE BE IT RESOLVED, that effective April 17, 2017 this Town Board hereby ratifies the appointment of Kendal Kwasna to the position of Call-In Recreation Aide, Level I, to be paid the rate of \$10.00 per hour and

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 283

**THE RIVERHEAD RECREATION DEPARTMENT SET THE FEES FOR 2017
SPRING/SUMMER BROCHURE**

Councilman Wooten offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, the Town of Riverhead Recreation Department needs sets the fees for the 2017 Spring/ Summer Brochure for the Recreation Department,

NOW THEREFORE BE IT RESOLVED, that effective April18, 2017 this Town Board sets the fees for the 2017 Winter Brochure for the Recreation Department,

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

2017 SPRING/SUMMER



TOWN OF

RIVERHEAD

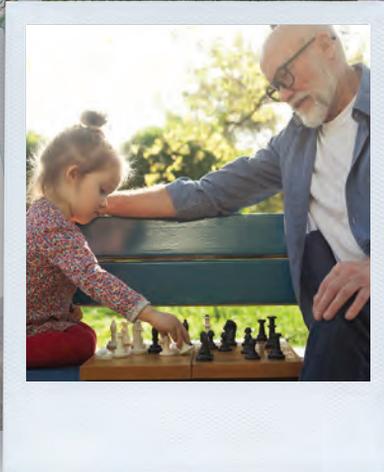
RECREATION DEPARTMENT

COMMUNITY FUN DAY AT THE NEW SHADE TREE CENTER

Saturday
June 3rd 11:00am
Food, Fun, Family

REGISTRATION DAY
April 19th 8:00am

SENIOR
RECREATION
FAIR
June 3rd



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REGISTRATION DAY

WEDNESDAY
APRIL 19th, 2017
8:00am-7:00pm

**Our New Location
The Shade Tree Center!**

*Formerly known as the
Riverhead Senior Center*

**60 Shade Tree Lane
Aquebogue, NY 11931
Riverhead, NY 11901 (GPS)**

**NOW HIRING!
SEASONAL POSITIONS
AVAILABLE:**

Beach Attendants

(Ages 16+)

Lifeguards

(Must be Waterfront
& CPR/AED Certified)

Water Safety Instructors

(Must be Certified- WSI)

Park Attendants

(Field & Park Maintenance & Preparation)

Camp Counselors

Applications Available Online
www.RiverheadRecreation.net

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SHADE TREE CENTER

Recreation Department & Senior Services

60 Shade Tree Lane - Aquebogue NY 11931 • 631-722-4444

Mailing Address: 60 Shade Tree Lane - Riverhead NY 11901

OFFICE HOURS:

Monday-Friday 8:00am-4:30pm

Closed: Friday April 14, Monday May 29, Tuesday July 4, Monday Sept 4

Evening Hours: April 19 & 20 4:30-7:00pm

Saturday Hours: April 22, 29 May 13, 20, 27 10am-12pm

PARKS OFFICE:

55 Columbus Avenue - Riverhead NY 11901 • 631-727-5744

Monday-Friday By Appointment Only

SUPERVISOR'S WELCOME

Dear Residents,

Welcome to the 2017 Spring-Summer season! It is my pleasure to present the new Town of Riverhead Department of Parks & Recreation's Spring-Summer Brochure.



This year, the Recreation Department has merged with the Senior Citizens Department in an effort to combine departmental resources including bus transportation and many intergenerational recreation opportunities. The NEW Recreation/Senior Services Department at the Senior Center will host a variety of programs and special events with something of interest for young and old alike.

There are many interesting and exciting classes and programs to take advantage of this spring and summer such as **Movies on the Beach** at the Wading River and Jamesport town beaches and Kayaking on the Peconic River amongst other special events. You'll feel like you've been transported to the tropics at the **Summer Concert on the Beach** while listening to the band, **Boomshot**. Don't miss out when Quoque Wildlife Refuge comes to Stotzky Park with **Birds of Prey** where you can meet live birds of prey and learn the personal history of each native New York animal and why it lives where it does.

There are bus trips to the **Culinary Institute of America**, to Rhinebeck NY for the **Country Living Fair**, and a trip to see **A Bronx Tale: The New Musical** along with new programs such as **Intro to BeeKeeping** and **Geneology Workshop**. We'll keep your youth active and having fun all spring and summer long! Enroll your child in one of our ever popular Camps that provide a variety of exciting experiences in music, drama, sports, arts and games or have them learn how to swim at one of our beaches!

I am tremendously proud of the efforts of the Parks & Recreation Department in their dedication to providing all residents affordable and quality recreational opportunities to enhance your health and wellness. Whatever your pleasure, whether indoors or outdoors, I am certain you will find something fun to do for you and your family this spring and summer. Our recreation and leisure programs for people of all ages and abilities encourage wide participation that everyone can benefit from. We strive to deliver quality service through the development, operation and maintenance of community parks as well as athletic and recreation facilities to create an array of high quality and reasonably priced activities.

Enjoy your spring and summer! Be Active. Stay Healthy. Have Fun.

Sincerely yours,
TOWN OF RIVERHEAD

A handwritten signature in black ink, appearing to read "Sean M. Walter".

Sean M. Walter



Town Council
John Dunleavy
James Wooten
Jodi Giglio
Timothy Hubbard

STAFF DIRECTORY



Be sure to check out our employee bios at www.RiverheadRecreation.net

Ray Coyne
**Superintendent of
Parks & Recreation**
coyne@townofriverheadny.gov
631-727-5744 ext. 26
631-722-4444 ext. 734

Judy Doll
Director of Senior Services
doll@townofriverheadny.gov
631-722-4444 ext. 241

SENIOR/ RECREATION OFFICE: 631-722-4444

Kelly Tocci - ext. 737
**Asst. Superintendent of
Parks & Recreation**
tocci@townofriverheadny.gov
Employment Opportunities, New
Program Proposals

Colleen Eastwood - ext. 732
Recreation Supervisor
eastwood@townofriverheadny.gov
Beaches, Youth & Adult Educational-
Exercise-Instructional Programs,
Special Events, Bus Trips

Liz Flood - ext. 740
Community Relations Specialist
flood@townofriverheadny.gov
Youth Programs, Community Liaison,
Camp Coordinator, Intergenerational

Danielle Doll - ext. 731
Cultural Affairs Supervisor
dolld@townofriverheadny.gov
Intergenerational, Special Events,
Bus Trips, Youth & Adult Programs

Doris Strange - ext. 205
Main Office Personnel
strange@townofriverheadny.gov
Registration, East Creek Coordinator,
Facility Bookings: Community
Centers

Mary Flood - ext. 271
Main Office Personnel
floodm@townofriverheadny.gov

Debbie Schwarz - ext. 736
Senior Center Manager
schwarz@townofriverheadny.gov
Site Manager, Senior Bus Trip/
Special Event/Program Planner

Karen Westwood - ext. 304
Meals on Wheels Coordinator
westwood@townofriverheadny.gov

Daryl Sulzer - ext. 290
Senior Citizen Aide
sulzer@townofriverheadny.gov
Transportation Coordinator (Medical,
Dial-A-Ride, Meals on Wheels)

Charlie Klein - ext. 294
Senior Cook

PARKS OFFICE: 631-727-5744

Ashley Schandel - ext. 28
**Asst. Recreation Program
Coordinator**
schandel@townofriverheadny.gov
Field/Facility Bookings, Marketing &
Sponsorships, Adult Leagues/Sports

REGISTRATION INFORMATION

In-Person REGISTRATION BEGINS Wednesday, April 19, 2017 at 8:00am
Online Registration begins Wednesday, April 19, 2017 at 4:30pm
Phone Registration begins Thursday, April 20, 2017 at 8:00am

REGISTRATION:

ALL REGISTRANTS MUST UPDATE PROOF OF RESIDENCY (current Tax bill, Utility bill, Year-round lease, Driver's license) TO REGISTER FOR ANY PROGRAMS IN 2017. IN-PERSON REGISTRATION MAY BE REQUIRED. *All prices are subject to additional, Non-refundable credit card fees.

PAYMENT

Pre-registration with payment is required for all programs, unless otherwise noted. We accept cash, check, Visa, Mastercard or Discover card. There is a \$25 fee for all returned checks. All checks are payable to the Riverhead Recreation Department. *All listed prices are subject to additional 2.38% + .63 non-refundable credit card fee. Please call for information.*

CANCELLATION

Minimum class requirement must be reached in all programs for them to be offered. Programs are subject to cancellation based on availability of instructors, facilities or equipment.

CREDIT/REFUND POLICY

Registrants may be eligible for a credit, provided they complete the appropriate request form, found online at www.RiverheadRecreation.net and at the Recreation Department Office. If a credit request is approved, it will be posted as a credit to the family account. All credits have a one year expiration date from the date it is issued. All credit requests MUST be submitted at least five (5) business days before the start of the program and are subject to a \$5.00 processing fee. In the event that we cancel a program, registrants may be eligible for a full refund OR credit. All Bus Trips are non-refundable.

PERMISSION

Parental permission is required for participants under 18 years of age.

PARTICIPANT DISMISSAL

Some instructors may require parental presence or participation in an activity. If it is deemed that a participant can no longer remain in a class due to behavior problems, the Recreation Department reserves the right to dismiss the participant from the class with no refund.

RELEASE OF LIABILITY

All participants in Town Parks and Recreation do so at their own risk. Individuals are responsible to check all class descriptions and be sure that they or their child's physical condition and skill dictate that they can safely participate.

PHOTO/VIDEO RELEASE

Riverhead Recreation periodically takes photo/video at our various programs and special events. Photos are frequently used for publication in Recreation Marketing materials as well as posted on Social Media. Riverhead Recreation also streams videos to our website, youtube, and on Riverhead Channel 22. Unless the participant/guardian informs us of their desire not to be photographed, the Recreation Department will use photos/videos for their promotional purposes.

ONLINE REGISTRATION



In order to use our online registration system, you must have established a family account with the Recreation Department. Forms can be found online. Once that has been established you may now follow the below process to register on-line at your own convenience.

Step 1: Enter online registration at www.RiverheadRecreation.net, click the "Online Registration" icon.

Step 2: Sign in Page. If you haven't established a password, click "Forgot Password" and fill in the required items. You will be sent a temporary password.

Step 3: Sign in with your new temporary password. Once you enter the site, click the Password Tab and change your Password.

Step 4: At the very top of the screen the following categories will be visible: Adult Programs, Youth Programs, Bus Trips, Camps, Special Events, & PAL. Choose which category you would like to search.

Step 5: Choose the course and Register by clicking on the blue "Register" Button

Step 6: CHECK all the participants for the desired course, then click NEXT.

Step 7: If there is a waiver required for the course, please accept and sign.

Step 8: Provide Answers if T-shirt size or various information is needed.

Step 9: Review & Add to Cart

Step 10: Continue Shopping or Check Out.

Step 11: Pay Now

Step 12: You will be brought to the Xpress Pay page. "Proceed to Payment" Fill out required fields and continue.

NOTICE: Account Credits Cannot be applied to online registrations.

Patience & Understanding

Although we make every effort to ensure each issue of The Riverhead Recreation Program Brochure is free from errors, there are times when errors or revisions in dates, times, rates or registration information do occur. We thank you for your patience and understanding when these situations arise.

FREQUENTLY ASKED QUESTIONS

When is the first day of registration?

Walk In Registration begins April 19, 2017 8:00am

Mail In Registration begins April 19, 2017 3:00pm

On-line Registration begins April 19, 2017 4:30pm

Phone-In Registration begins April 20, 2017 8:00am

How do I find out about cancellations?

Call the inclement weather/cancellation hotline number at 631-727-5744 ext. 30
OR Ask your instructor about REMIND and receive notifications directly to your phone.

How do I register for PAL (Police Athletic League)?

PAL is a separate organization that can be reached at 631-727-3200 x273

Mail-In and In-Person Registration are located at 210 Howell Avenue,
Riverhead NY 11901.

How do I register for Little League?

Little league is a separate organization

They can be reached at (631) 335- 4980 or riverheadlittleleague.org

When are beach permits enforced?

Parking and 4x4 permits are required year round from
January 1, 2017 – December 31, 2017.

What is a valid proof of residency?

Tax bill, Utility bill, Annual Lease Agreement, Drivers License

*Documents with Post Office (PO) Box addresses are not valid forms of proof.

*Family accounts must be updated once every year

How can I get the most up to date Recreation information?

Visit our Website www.RiverheadRecreation.net

Join the Riverhead recreport Mailing List

Like us on Facebook Town of Riverhead Parks & Recreation Dept

Follow us on Twitter @RiverheadRec

How do I know who to contact with specific questions pertaining to specific programs & events?

Each Program/Event/Trip is assigned a specific registration code. See below:

17AED01WKT

17= Year

AED= Category (Adult Education)

01= Course #

SP= Spring

KT= Program Coordinator Initials

FACILITY PROGRAM DIRECTORY

Shade Tree Center

Recreation Dept./Senior Service

60 Shade Tree Lane
Aquebogue NY 11931

Aerial Fitness

40 West Main Street
Riverhead NY 11901

George Young Community Center (GYCC)

446 S. Jamesport Avenue
Jamesport NY 11947

BodyRite Studio

1604 Main Road
Jamesport NY 11947

Parks Office (Stotzky Park)

55 Columbus Avenue
Riverhead NY 11901

Riley Avenue School

374 Riley Avenue
Calverton, NY 11933

Stotzky Park

55 Columbus Avenue
Riverhead NY 11901

Phillips Avenue School

141 Phillips Avenue
Riverhead NY 11901

Riverhead High School

700 Harrison Avenue
Riverhead NY 11901

Henry Pfeifer Community Center

4062 River Road/
Grumman Blvd Calverton
NY 11933

Aquebogue School

499 Main Road
Aquebogue NY 11931

Riverhead Charter School

3685 Middle Country Road
Calverton, NY 11933

Veteran's Memorial Park

5789 Middle Country Road
Calverton NY 11933

Amman Park Riverfront

Behind the North Side
Storefronts on Main St,
Riverhead

Wading River Beach

End of Creek Road
Wading River NY 11792

Iron Pier Beach

End of Pier Avenue
(Off Sound Ave)
Jamesport NY 11947

Reeves Beach

End of Park Road
Riverhead NY 11901

South Jamesport Beach

Town Beach Road
(Off Peconic Bay Blvd)
S. Jamesport NY 11970

Boat House

30 McDermott Street
Riverhead NY 11901

TAG Building

165 Columbus Avenue
Riverhead NY 11901

Grangebel Park (Milton L. Burns Park)

Peconic Avenue
West Main Street
Riverhead NY 11901

Strong's Water Club & Marina

2255 Wickham Avenue
Mattituck NY 11952

Vail-Leavitt Music Hall

18 Peconic Avenue
Riverhead NY 11901

Red Creek Pond

Hampton Bays, NY 11946

Wading River Congregational Church

2057 North Country Road
Wading River NY 11792

Indian Island Golf Course

661 Riverside Drive
Riverhead NY 11901

Police Officer's Memorial Park (POM/Bayberry)

21 Bayberry Road
Wading River NY 11792

PAL Office

210 Howell Avenue
Riverhead NY 11901
631-727-3200 x273

BEACH INFORMATION



Parking: Permits are required for parking at all town beach recreation facilities from January 1, 2017 – December 31, 2017. Parking permits are available at The Shade Tree Center, 60 Shade Tree Lane Aquebogue NY 11901 and at all town beaches from 10:00am-5:00pm when open for the season.

For more information please call (631) 722-4444.

MAIL- IN BEACH STICKER APPLICATIONS AVAILABLE ONLINE.

East Creek Boat Launch Facility Permits: A boat launch permit shall be required for use of the boat launch at the East Creek Boat Launch Facility. A parking permit is required for those leaving their vehicle/trailer in the lot. Applicants must produce a valid registration of the boat/vessel evidencing that the applicant is the owner of the boat/vessel.

Proof of Residency for all Resident Permits

You will need a valid vehicle registration with a Riverhead Town address to purchase your resident permit. If your vehicle registration has only a post office box, or a physical address located outside the town, you will need to provide the following:

- **Residents/Homeowners** - Riverhead Town Tax Bill or Utility Bill with Residential Service Address - name must match that on your car registration. No P.O. Boxes accepted.
- **Year-Round-Renters** - Utility Bill w/ residential service address. Renter's name on utility bills must be the same as car registration.
- **Senior Citizens** – In addition to proof of residency, must provide proof of age.
- **Veterans** - Need to show copy of DD214 or Vet status for proof of eligibility plus residency requirements.

4x4 permit (residents only): applicants must present current, valid license, registration and vehicle insurance certificate and are limited to beach access/operation on sound beaches.



BEACH INFORMATION



Hours & Dates:

All beaches will be open WEEKENDS beginning Saturday, May 27th. Lifeguards and beach attendants will be on duty from 10:00am-5:00pm Saturdays & Sundays ONLY (and Monday, May 29th for Memorial Day). All town beaches are open seven days a week beginning Saturday, June 24th.

Annual Parking Permit Fees: (NEW!)

Resident:	\$15.00
Senior Resident (Ages 60+):	\$5.00
Veteran Resident:	(1) FREE
Senior Handicap Identification Permit:	\$5.00
*No charge if valid seasonal parking permit.	
Non-Resident:	\$200.00
Bus Permit:	\$85.00
Daily Parking Permit	\$35.00
Beach Access Pass (4x4)	\$55.00

*Residents only

Annual East Creek Boat Launch Permit Fees: (NEW!)

Please be advised that any vessel with a motor must contain a registration #. Any boat/vessel being launched from a trailer must have a boat launch permit.

*Parking Permit required in addition to annual boat launch permit.

Resident:	\$20.00
Senior Resident:	\$5.00
Non-Resident:	\$75.00
Commercial	\$300.00
Daily Launch Permit:	\$35.00 (Parking included)

*Additional parking permit NOT required with Daily Permit.

Transient Docking Permit Fees:

Daily (more than 3 hours):	\$25.00
Overnight:.....	\$40.00
Weekly:	\$150.00

Night Fishing Permit Fees:

Resident Only:	\$10.00
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*Required to park in lots after 10:00pm. Must possess annual parking pass and a valid marine fishing registry through the NYS DEC (registry is free and can be done online, at Town Clerk's office, or some sporting goods stores).

BUS TRIPS



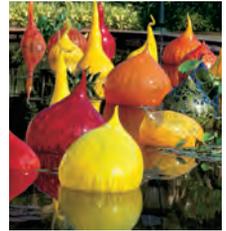
Each participant must have his/her own account to register for bus trips. All bus trips are non-refundable and require a waiver to be signed. Participants under the age of 19 must be accompanied by an adult 21 or older. Limited to 6 tickets per transaction. All prices subject to additional credit card fees. *Buses will depart at scheduled times, no exceptions.

BUS TRIPS

New York Botanical Garden- “Chihuly” 17BT01SPCE

Tuesday, May 2, 10:30am

Featuring 250 breathtaking acres of curated gardens and displays, the New York Botanical Garden is the perfect destination in any season. Special Exhibit: Chihuly: The artwork of world renowned sculptor Dale Chihuly will be on display. This exhibition will be a new experience with monumental installations within and around the most celebrated sites in the Botanical Garden’s landscape. Azaleas, Lilacs, and Peonies should be in bloom. You might also spot some Irises and Dogwoods in bloom along Perennial Garden Way and in our Native Plant Garden. Admission includes: Unlimited access to the Garden Tram Tour and entrance into all special exhibitions & programs.



Fee includes: Admission and round trip transportation.

All meals and gratuities are on your own.

Bus Leaves Stotzky Park at 10:30am and leaves the Botanical Garden to return home at 4:30pm.

Under 18 must be accompanied by an adult 21 & over.

Resident Fee: \$40.00 Non-Res Fee: \$45.00

Ages: All

Culinary Institute of America- Lunch & Tour 17BT02SPCE

Tuesday, May 30, 7:30am

Join us for a delicious gourmet meal at the Culinary Institute of America in Hyde Park, NY. We will dine at the American Bounty Restaurant. Our meal will begin with a Grilled Beet & Mixed Green Salad with Marinated Fingerling Potatoes, and Tarragon-Shallot Vinaigrette, followed by an entree of Sautéed Chicken Breast, Roasted Garlic Potato Gratin, Sautéed Spinach, and Lemon Butter Sauce and for dessert, Cream Cheese Semifreddo- Carrot Cake Filling, Pineapple Sorbet, and Caramel Sauce. We will enjoy an hour long walking tour of the institute after lunch. (No lunch substitutions available).

Bus leaves Stotzky Park at 7:30am for a projected 11am arrival at CIA. Lunch is scheduled for 11:30am and the walking tour at 2:00pm. There will be time to visit the grounds and the gift shop between lunch and our guided tour. Bus leaves CIA at 3:30pm for a projected 7pm arrival at Stotzky Park.



Resident Fee: \$75.00 Non-Res Fee: \$80.00

Ages: All

BUS TRIPS



Country Living Fair, Rhinebeck, NY 17BT10SPCE

Saturday, June 3, 7:30am

Experience antiques, artisans, home, harvest, and so much more. This annual event takes place rain or shine in New York's beautiful Hudson Valley at Dutchess County Fairgrounds, Rhinebeck, NY. There is plenty of great shopping from the over 200 booths of antiques, artisans and specialty foods (all under cover). In addition, there is a full schedule of cooking and crafting demos, home décor presentations and more.

Bus leaves Stotzky Park at 7:30am and leaves the fair to return home at 3:30pm.

Included: admission to fair and round trip transportation. Gratuities for bus driver are not included.

Resident Fee: \$48.00 Non-Res Fee: \$53.00

Ages: All

Bronx Zoo 17BT03SPCE

Saturday, June 17, 8:30am

Join us for a fabulous experience at the Bronx Zoo. Hampton Jitney bus leaves Stotzky Park Parking Lot at 8:30am and leaves the zoo at 4:30pm to return home. Price includes round trip transportation and a Total Experience Ticket (Admission, 4D theater, Monorail, Children's Zoo, Jungle World, Congo Gorilla Forest, Butterfly Garden, Zoo Shuttle).

Resident Fee: \$45.00 Non-Res Fee: \$50.00

Ages: All

Montauk Fishing Trip 17BT04SPCE

Tuesday, June 27, 10:30am

Join us for a half day of fishing in Montauk (1pm-5pm). Fun for the whole family. We will have the vessel to ourselves as we try our hand at sea bass & fluke. The Ebb Tide is a 65' fishing vessel. All fishing rods, equipment, and bait will be supplied and the experienced staff will teach you how to fish. Each participant will be responsible for a \$7 gratuity to the boat crew. Bus leaves Stotzky Park Parking lot at 10:30am and will leave Montauk at 5:30pm. The boat leaves the dock at 1:00pm.

Resident Fee: \$70.00 Non-Res Fee: \$75.00

Ages: 5+

NY Yankees vs. Milwaukee Brewers 17BT05SPCE

Sunday, July 9, 9:00am

Join us on a Sunday afternoon in the Bronx, as the Yankees take on the Milwaukee Brewers. Seats are in Section 234. Hampton Jitney Bus leaves Stotzky Park Parking Lot at 9:00am for a 1:05pm game and leaves to return home immediately following the game. Price includes round trip transportation and a ticket in Section 234 .

Resident Fee: \$70.00 Non-Res Fee: \$75.00

Ages: 4+

BUS TRIPS



A Bronx Tale: The New Musical 17BT06SPCE

Wednesday, July 26, 9:00am

Based on the critically acclaimed play that inspired the now classic film, this streetwise musical will take you to the stoops of the Bronx in the 1960s—where a young man is caught between the father he loves and the mob boss he'd love to be. Robert De Niro made his film directorial debut bringing the story to the screen in 1993, and now, along with stage director Jerry Zaks, is bringing a musical version of this story to stage. The Hampton Jitney bus leaves Stotzky Park at 9:00am and returns for home immediately after the 2:00pm show. There will be time for lunch on your own prior to the show.

Seats are in the Orchestra Section.

Longacre Theatre- 220 West 48th Street.

Resident Fee: \$120.00 Non-Res Fee: \$125.00

Ages: All

Whitewater Rafting 17BT07SPCE

Sunday, July 30, 7:00am

Join us for a wet and wild 13 mile trip that runs through the breathtaking scenery of the Lehigh Gorge State Park. Hang on tight for Class II and III whitewater. Experience the thrill of rapids. With 18 action packed rapids like Snaggletooth and Cookie Monster this ultimate whitewater trip is truly memorable. No experience is necessary and children as young as 8 years old can paddle this section of the river. You will be accompanied by a professional guide who will escort your raft from his kayak. The scenery is spectacular and you might catch a glimpse of a bald eagle soaring overhead or other wildlife grazing along the river banks. Hampton Jitney bus leaves Stotzky Park Parking Lot at 7:00am and leaves at 6:30pm to return home.

Price includes: Round trip transportation, rafting trip, life jacket and hot dog bbq.

Resident Fee: \$105.00 Non-Res Fee: \$110.00

Ages: 8 years and over

Peach Festival & Sidewalk Sale- Peddler's Village 17BT08SPCE

Saturday, August 12, 7:00am

Join us as we travel to the quaint town of Lahaska, PA for their annual Peach Festival & Sidewalk Sale. It's a peach-lover's paradise all weekend with plenty of peachy treats, peach pie eating contests, sizzling shopping deals and live musical entertainment. Lunch will be on your own. Bring comfortable shoes as there will be a lot of walking.

Bus leaves Stotzky Park at 7am for a projected 11am arrival at Peddler's Village.

Bus leaves Peddler's Village at 4:30pm for a projected 8pm arrival at Stotzky Park.

Resident Fee: \$35.00 Non-Res Fee: \$40.00

Ages: All

BUS TRIPS



Atlantic City- 2 nights 17BT09SPCE Tuesday-Thursday, August 22-24, 8:00am

Try your luck in Atlantic City. If gambling is not your thing, enjoy the ocean and boardwalk. Casino: Bally's. Price is per person, double occupancy is required and includes two nights, round trip transportation, and baggage handling fees. If you're a Diamond or 7 Star's member please call 631-722-4444 ext. 732 Prior to registration for discount. Casino bonus \$20 Free Play. Bus leaves Stotzky Park Parking lot at 9:00am Tuesday and will leave Atlantic City at 4:00pm Thursday.

Resident Fee: \$140.00 Non-Res Fee: \$145.00

Ages: 21+

Ellis Island 17BT01SUDD Saturday, September 16, 7:00am

The Gateway to America. Explore Ellis Island, the former U.S. Immigration Center, where over 24 million people entered our country. Relive their stories as you visit the buildings where the melting pot began. Also visit the "Gift of Friendship"- The Statue of Liberty. Hampton Jitney bus leaves Stotzky Park Parking Lot at 7:30am for a 10:00am boat to Ellis Island. The bus leaves at 4:30pm to return home.

Price includes round trip transportation, ferry to and from the islands, admission to the islands and the Statue of Liberty and an self-guided audio tours at the Statue of Liberty and Ellis Island.

Resident Fee: \$40.00 Non-Res Fee: \$45.00

Ages: All



**Join Remind.com for
Cancellation information
& recreation Updates:
Text@rvhdrec To:81010**

SPECIAL EVENTS



Job Fair 17YWSP01LF

Friday, April 28, 4:30-7:30pm

Local businesses come together to provide employment information for young people ages 14-21. Come with a resume, or a pen and pad to take notes and names, and walk away with new contacts.

Location: T.A.G. Building in Stotzky Park

Ages: 14 – 21

Birds of Prey-NEW! 17SE02SPDD

Saturday, June 3, 2:00-2:50pm

Today we welcome the Quogue Wildlife Refuge to Stotzky Park! Join us for this exciting family program, which will take you to live birds of prey as you meet our resident raptors. You will learn the personal history of each native New York animal and why it lives at the Quogue Wildlife Refuge, as well as the adaptations that allow these animals to be such incredible hunters. Great program for all ages.

Location: Shade Tree Center

Ages: 6+ / FREE

Pickleball Social 17AS03SUAS

Thursday, June 8, 6:00-8:30pm

Join other local Pickle-ball Players for a Meet and Greet Social Event.

Bring your Racket and hop on the court with fellow attendees & meet new friends who enjoy the great sport of Pickle-ball! Free Event for Adults Ages 40+

Rain Date: Friday June 9th 6pm

Location: Stotzky Park Hockey Rink

Ages: 40+ / FREE

Moonlight Kayak Tour – NEW! 17IG10SUDD

Friday, July 7, 7:30-8:30pm

Join us for an experience of a lifetime. We will watch the sun set as the moon rises and paddle along the Peconic River with only the glow lights provided and the full moon above to guide us. You will see the river come alive at night and experience an indescribable adventure along the way. Waiver Required.

Location: Long Island Canoe Kayak Rentals at Treasure Cove Marina.

Resident Fee: \$55.00 Non-Res Fee: \$65.00

Ages: 4+

SPECIAL EVENTS



Summer Concert on the Beach: Boomshot

Saturday, July 8, 6:00-8:00pm

Spend an exciting summer evening at South Jamesport Beach dancing to the explosive new sounds of Boomshot! You'll feel like you've been transported to the tropics listening to this band's unique reggae/ska/rocksteady rhythms. Boomshot made their Riverhead debut at last year's Alive on 25 street fair--and we can't wait to welcome them to the beach this summer! **Bring a chair, blanket, and some friends and get ready for a memorable night.**

Location: South Jamesport Beach

FREE Ages: All

Movie In the Park 17SE09SUCE

Friday, July 21, 8:30pm

Grab a blanket and/or chair and head out for an unforgettable evening of cinema on a giant inflatable screen. Children under 18 must be accompanied by an adult. Start time subject to change. Call 727-5744 ext. 30 for rainout cancellation information.

Movie: Sing

Location: Stotzky Park

FREE



Open Sailing Day

Monday, July 24

Register for 2 hours of open sailing! Participants must be able to operate a Sunfish alone. Lifejackets & Boats provided.

Instructor: Kristen Realand

Location: South Jamesport Beach

Resident Fee: \$30.00 Non-Res Fee: \$40.00

Ages: 8+

Session I 9:00am -11:00am 17I02SUAS

Session II 11:00am -1:00pm 17I03SUAS

Session III 1:00pm- 3:00pm 17I04SUAS



Meet the Animals!- NEW! 17SE01SUDD

Wednesday, July 26, 4:00-4:50pm

Today we welcome the Quogue Wildlife Refuge to Stotzky Park! Gather the animal lovers in your family and join us for this exciting presentation. You'll meet a variety of critters, including a snake, turtle, chinchilla, bird of prey, and some creepy crawlies. This is a great hands on experience for all ages!

Location: Stotzky Park

Ages: 3+ / FREE

SPECIAL EVENTS



Sunset Paddle Kayak Tour-NEW! 17IG09SPDD

Thursday, August 10, 7:30-8:30pm

Come along for a relaxing or athletic paddle as the sun sets on the Peconic River. You can choose the level of fitness you desire on this one hour guided tour. We will take you along the scenic river, through the bird sanctuary and amongst the hidden wildlife. Waiver Required

Location: Long Island Canoe Kayak Rentals at Treasure Cove Marina

Resident Fee: \$30.00 Non-Res Fee: \$40.00

Ages: 4+

Movies on the Beach- FREE

Grab a blanket and/or chair and head out for an unforgettable evening of cinema on a giant inflatable screen. Children under 18 must be accompanied by an adult.

Call 727-5744 ext. 30 for rainout cancellation information.

WADING RIVER BEACH

Movie: Finding Dory

Friday, August 11 8:15pm 17SE10SUCE

SOUTH JAMESPORT BEACH

Movie: Moana

Saturday August 19 8:00pm 17SE11SUCE

Children's Concert at Grangebel Park 17YSE01SLF

Sunday, August 20, 11:00am-2:00pm

Come enjoy beautiful Grangebel Park! Bring your children to listen to live music performed by Children's musicians. Food trucks and face painting will help round out a fun summer music experience.

Location: Grangebel Park / Milton L. Burns Park

FREE

I Fish NY Clinic 17SE12SUCE

Tuesday, August 29, 5:30-7:30pm

As summer winds down, come out and join us for some playful snapper fishing. Loaner rods and free bait will be provided. This clinic will focus on fishing techniques, recreational fishing regulations, fish identification and stewardship. Pre-registration is required.

Please contact I FISH NY at 631-444-0283 to register. Please be prepared with your first and last name, phone number, email, and number of adults/children in your party (and the ages of the children).

Instructor: New York State DEC

Location: Riverfront @ Ammann Park

FREE Ages: 4+



SPECIAL EVENTS



Touch A Truck 17SE08SUKT

Sunday, September 17, 1:30-4:00pm

Families are invited to join us for this exciting community event. Children will have the opportunity to touch, climb on, sit in and experience many of the trucks and vehicles they see in their everyday life and community. Very small children and those with sensitive ears, are invited during "quiet time" from 1:30-2:00pm so they can enjoy the vehicles without the noise of horns and sirens.

Location: Stotzky Park

FREE Ages: 3+

20th Annual Snapper Tournament

Saturday, September 23, 11:00am-3:00pm

The focus of this tournament is to get youth and adults involved in fishing and to raise money for the Recreation

Department's Scholarship Fund. Prizes: Rod/Reel will go to the 1st Place winner in each division. Trophies will be awarded to the top 3 finishers in each division. T-shirts only for first 100 registrants- Register by August 1st to choose your T-shirt size. On-site registration will begin at the Town Dock at 10:00am. The tournament begins at 11:00am and fishing ends at 3:00pm. Chinese Auction for prizes donated by local merchants will follow the tournament.

Location: Riverfront @ Ammann Park

Ages: All

YOUTH (15 & Under) Fee: \$8.00 17SE14SUCE

ADULT (16 & Up) Fee: \$15.00 17SE15SUCE



Calling All Program, Bus Trip and Special Event Participants!

If you would like the chance for your photo to be featured in the 2017 Fall Brochure, please send picture of you and/or your family and friends participating in one or more of our various activities.

**Please provide your name, program title,
and a brief statement sharing your experience with us.
Send to RiverheadRec@gmail.com**



YOUTH PROGRAMS



BIRTH- PRE-K (AGES 0+)

Children's Storytime Yoga

Join Miss Mary for a session of yoga geared toward the interests and attention spans of young children, parents participate.

Location: GYCC

Resident Fee: \$30.00 **Non-Res Fee:** \$40.00

Ages: 2-5 / 4 Sessions

Fridays **Aug 25 – Sept. 22** **10:00-10:45am** **17YP10SULF**

Art for 2's, 3's, and 4's

Enjoy a messy, creative, sensory oriented art experience with your child! Our art philosophy is process over product, and all projects are differentiated so materials and tools are age-appropriate.

Instructor: Liz Flood

Location: TAG Building

Resident Fee: \$25.00 **Non-Res Fee:**\$30.00

Ages: 2-4 / 7 SESSIONS

Tuesdays **April 25-June 6** **10:00-10:45am** **17YPS02SLF**

Thursdays **April 27-June 8** **10:00-10:45am** **17YPS03SLF**



Playgroups for Families Pre-K and Under- NEW!

Come play at our newly acquired facility in the heart of Stotzky Park. Our playroom is equipped with age appropriate furniture, toys, books, and art supplies. Be the first to experience one of our new programs geared towards children in the Pre-K years.

Instructor: Liz Flood

Location: TAG Building

Resident Fee: \$15.00 **Non-Res Fee:** \$20.00

Grade: Pre-K & Under

Tuesdays - Fridays **May 2 – June 16** **9:30-11:00am** **17YPS01SLF**

T, W, Th, F

YOUTH PROGRAMS



DANCE/ A & G Dance Company

Please visit our website for full dance class descriptions. www.riverheadrecreation.net.

All classes require comfortable clothing, proper footwear, and long hair tied back.

*Younger participants may register for level II classes with instructor assessment.

Location: GYCC

Resident Fee: \$52.00 **Non-Res Fee:** \$62.00

SPRING SESSIONS

Saturdays, May 6 – July 1- NO CLASS: May 27 & June 10

AGE	LEVEL	CLASS	TIME	LOCATION	
3-4	Pre-K	Intro to Dance	10:00-10:45am	Room C	17YD01SPCE
3-4	Pre-K	Intro to Hip Hop	11:00-11:45am	Room A	17YD02SPCE

SUMMER SESSIONS

Saturdays, July 8-Sept 9 – NO CLASS: July 15, Aug 12, Sept 2

AGE	LEVEL	CLASS	TIME	LOCATION	
3-4	Pre-K	Intro to Dance	10:00-10:45am	Room C	17YD01SUCE
3-4	Pre-K	Intro to Hip Hop	11:00-11:45am	Room A	17YD02SUCE

Imagination Playground by We fitness – NEW!

Unstructured child-directed play is the basis for Imagination playground. It is open ended fun. Playing with blocks helps improve math, language, problem solving, intellectual, and social development.

Instructor: Waldron Schultz

Location: Field #2 @ Stotzky Park

Resident Fee: \$65.00 **Non-Res Fee:** \$75.00



Ages: 2 – 5 / 4 Sessions

Saturdays **May 6 – 27** **10:00am-11:00am** **17YS17SPJJ**

GRADES K- 6 (AGES 5+)

Herbs and Natural Remedies for Children

Looking for fun ways to introduce children to the magical world of herbs? Learn specific kid-friendly herbal remedies that can be used year round! Sharing recipes and remedies for babies and children, including herbal teas, ear oil and other natural remedies for common childhood ailments. Participants will make and take home an herbal product. For Children and parents

Instructor: Sarah Shepard

Location: Shade Tree Center

Resident Fee: \$25.00 **Non-Res Fee:** \$30.00

Ages: 8+

Sunday **July 9** **2:00-3:30pm** **17IG04SUDD**

YOUTH PROGRAMS



Arts and Crafts with Miss Chelsea K-6

Channel your inner artist and create cool projects with Miss Chelsea!

Instructor: Miss Chelsea

Location: GYCC

Resident Fee: \$20.00 **Non-Res Fee:** \$25.00

Grades: K-6 / 5 Sessions

Saturdays **April 29-May 20** **10:00-11:00am** **17YPA04SLF**

Imagination Playground by We fitness – NEW!

Unstructured child-directed play is the basis for Imagination playground. It is open ended fun. Playing with blocks helps improve math, language, problem solving, intellectual, and social development.

Instructor: Waldron Schultz

Location: Field #2 @ Stotzky Park

Resident Fee: \$65.00 **Non-Res Fee:** \$75.00

Ages: 6-8 / 4 Sessions

Saturdays **May 6 – 27** **11:00am-12:00pm** **17YS18SPJJ**

Theater Exercises for Kids- NEW!

This class is an introduction for aspiring actors (Grades K-6) looking to get a good feel for the stage and a good understanding for their individual styles of acting.

Instructor: Eric Hughes

Location: Small Stage @ The Vail-Leavitt Music Hall

Resident Fee: \$35.00 **Non-Res Fee:** \$45.00

Grades: K-6 / 6 Sessions

Sundays **April 23-May 14** **1:00-2:30pm** **17YPA02SLF**

DANCE/ A & G Dance Company

Please visit our website for full dance class descriptions. www.riverheadrecreation.net. All classes require comfortable clothing, proper footwear, and long hair tied back.

*Younger participants may register for level II classes with instructor assessment.

Location: GYCC

Resident Fee: \$52.00 **Non-Res Fee:** \$62.00

SPRING SESSIONS

Saturdays, May 6 – July 1- NO CLASS: May 27 & June 10

AGE	LEVEL	CLASS	TIME	LOCATION	
5-9	I	Tap	11:00-11:45am	Room C	17YD04SPCE
5-9	I	Contemporary	11:45am-12:30pm	Room C	17YD03SPCE
5-9	I	Hip Hop	12:30-1:15pm	Room A	17YD07SPCE
10-14	II	Hip Hop	11:45am-12:30pm	Room A	17YD05SPCE
10-14	II	Tap	12:30-1:15pm	Room C	17YD06SPCE

YOUTH PROGRAMS



SUMMER SESSIONS

Saturdays, July 8-Sept 9 – NO CLASS: July 15, Aug 12, Sept 2

AGE	LEVEL	CLASS	TIME	LOCATION	
5-9	I	Tap	11:00-11:45am	Room C	17YD04SUCE
5-9	I	Contemporary	11:45-12:30pm	Room C	17YD03SUCE
5-9	I	Hip Hop	12:30-1:15pm	Room A	17YD07SUCE
10-14	II	Hip Hop	11:45am-12:30pm	Room A	17YD05SUCE
10-14	II	Tap	12:30-1:15pm	Room C	17YD06SUCE

Dance Showcase

If your child is enrolled in A&G Dance Company's Dance Level I or II programs then your child can participate in this showcase to show your parents and other kids in the dance program what you have been working on!

Instructor: Gail Baranello

Location: GYCC

FREE

Ages: 5-14

Saturday July 1 1:30-2:30pm 17YD08SPCE

GRADES 7-12 (AGES 12+)

Improvisational Acting for Tweens and Teens- NEW!

This class is to help aspiring actors (grades 7-12) who like to think on their feet; this class will teach basic improv skills along with basic improv exercises.

Instructor: Eric Hughes

Location: Small Stage @ The Vail-Leavitt Music Hall

Resident Fee: \$35.00 Non-Res Fee: \$45.00

Ages: 10 -18 / 6 Sessions

Thursdays April 27- May 18 4:00-5:30pm 17YPA01SLF

Theater Exercises for Teens- NEW!

This class is an introduction for aspiring actors (Grades7-12) looking to get a good feel for the stage and a good understanding for their individual styles of acting.

Instructor: Eric Hughes

Location: Small Stage @ The Vail-Leavitt Music Hall

Resident Fee: \$35.00 Non-Res Fee: \$45.00

Grades: 7-12/ 6 Sessions

Sundays April 23-May 14 3:00-4:30pm 17YPA03SLF

2017 Summer Recreation Program



Youth summer programs for children entering grades 1-6 in September. Activities will include arts & crafts, games, sports, field trips and special events.

Registration for All Day Summer Recreation Programs will be **one day only** (for new participants) on April 22, 2017. **REGISTRATION LOCATION: Riverhead Senior/ Recreation Department Office at 60 Shade Tree Lane.** Registration is from 8:00 a.m. – 9:30 a.m. **BIRTH CERTIFICATE AND PROOF OF RESIDENCY REQUIRED AT REGISTRATION.** Registration will be available after April 22nd to fill remaining spaces. Non-residents will be able to register after May 15th if space is available. **Additional fee for non-residents is \$25 per session.**

SPACE IS LIMITED! PLEASE NOTE: FULL PAYMENT IS EXPECTED AT THE TIME OF REGISTRATION

Ages: Children entering grades 1-6 in Sept. 2017

Dates: **Session I: July 5-July 7**
 Session II: July 10-July 14
 Session III: July 17-July 21
 Session IV: July 24-July 28
 Session V: July 31-August 4
 Session VI: August 7- August 11
 Session VII: August 14- August 18

Days/Time: Monday-Friday 9:00a.m.-4:45p.m.

Program Locations: Riley Ave. School (Residents & School District)
 George Young Community Center (Residents Only)*
 Stotzky Park Location (Residents Only)*

Cost: **\$90.00 for shortened Session I**
 \$150.00 per Session

*All prices are subject to additional, Non-Refundable credit card fees.
Any withdrawal/refund request must be submitted in writing as follows:
June 1, 2017 for sessions I-III and July 5, 2017 for sessions IV-VII.*

*Early Morning Programs will be available once again at the Riley Ave School, at George Young Community Center (Jamesport), and now at the Stotzky Park location. The hours of the Early Morning Program are 7:30 a.m. – 9:00 a.m. An Extended Day Program will be available at the George Young Community Center (Jamesport). The hours of the Extended Day Program are 4:45 p.m. to 5:45 p.m. The cost for the Early Morning and Extended Day Programs is \$20 per program, per one week session. If you would like to register your child for the Early Morning Program, Extended Day Program, or both, please indicate it on the enclosed registration form, and include the cost with your payment.

2017 Summer Teen Recreation Program



Summer Teen Recreation programs for children entering grades 7-8 in September will offer the following activities. **Please review the activity weeks with your child and pick the weeks that match your child's interests. Note: All Field trips are subject to change. Theme Weeks are TBD.**

Week 1 July 10th- July 13th: LI Adventure Park

Week 2 July 17th- July 20th: Liberty Basketball Game

Week 3 July 24th – July 27th: Splish Splash

Week 4 July 31st - August 3rd: Dave & Busters

Week 5 August 7th – August 10th: Adventureland

Week 6 August 14th – August 17th: Museum of Natural History

**Other activities during the program include additional field trips to bowling, movies at Island 16, and beach days. (Specific dates will be announced when the calendar is finalized)

Any withdrawal/refund requests must be submitted in writing by July 1, 2017.

Open Registration for Summer Teen Recreation Program will begin on April 22nd, 2017. **SPACE IS LIMITED! PLEASE NOTE: FULL PAYMENT IS EXPECTED AT THE TIME OF REGISTRATION. All prices are subject to additional, non-refundable credit card fees. Non-residents will be able to register after May 15th if space is available. Additional fee for non-residents is \$25 per session.**

Ages: Children entering grades 7-8 in September 2017

Dates: July 10th – August 17th (6 weeks)

Days/Time: Monday-Thursday 9:00a.m.-5:00p.m.
There is no camp on Fridays!

Program Location: Riley Ave. School

Cost: \$180 per week

\$20 per week for the Early Drop off program



YOUTH CAMPS



Counselor in Training (CIT) Program- NEW!

Our new CIT program is geared towards former campers that are looking to transition to counselors. CIT's will meet with a program instructor twice a week to spend the day at camp. Under the guidance of the instructor, CIT's will learn how to better communicate with parents and children, leadership skills, respectful thinking, as well as how to think on their feet. CIT's are required to attend all of our pre-camp in-house trainings done by the Camps Coordinator and Directors, as well as any online training provided. Participants must be entering 9th grade to register for this program. Participation in this program does not guarantee a future position. A written application should be submitted to Liz Flood, to be reviewed prior to admission.

Instructor: Jen Cook

Location: T.A.G. Center in Stotzky Park

Resident Fee: \$175.00 Non-Res Fee: \$185.00

Ages: 14 – 16

Pre-season training dates TBA Camp runs 7/5-8/18 17YESU01LF

Star Wars Live Action- 1/2 Day Camp

Use the Force to write, direct, film, and star in your very own Star Wars Live Action Movie! You can be a Jedi Knight, a Sith Lord, an X-Wing Tie Fighter pilot, or even a cool droid like R2-D2 or C3PO in an original Star Wars movie you create! Kids will work together on the movie going through the Hollywood process from "Action" to "Cut" and "That's a Wrap!" Come join the fun, and "May the Force be with you!"

*Flix downloadable within a month after camp ends. Camp offers free lunch supervision when participant is signed up for Lego Flix camp as well. Bring your own lunch.

Instructor: Incrediflix

Location: GYCC

Resident Fee: \$185.00 Non-Res Fee: \$195.00

Ages: 7 to 13 years/ 5 Sessions

Monday-Friday June 26-30 9:00am-12:00pm 17CI03SUCE

Lego Flix Camp- 1/2 Day Camp

We know you love Legos and can create incredible Lego worlds, now it's time to bring those worlds to life in Lego stop-motion animated flix! We provide the Legos, and you provide your imagination. Students will create a Lego set with Lego characters for a movie they storyboard, write, shoot, and voice-over in age-appropriate groups.

*Flix downloadable within a month after camp ends.

Instructor: Incrediflix

Location: GYCC

Resident Fee: \$185.00 Non-Res Fee: \$195.00

Ages: 7 to 13 years/ 5 Sessions

Monday-Friday June 26-30 1:00-4:00pm 17CI04SUCE

YOUTH CAMPS



Star Wars Live Action & Lego Flix- Full Day Camp

In the mornings use the Force to write, direct, film, and star in your very own Star Wars Live Action Movie! Afternoons are for Lego stop motion movies. We know you love Legos and that you can create incredible worlds. Now it's time to bring those worlds to life! Lunch supervision included at no cost!

Instructor: Incrediflix

Location: GYCC

Resident Fee: \$340.00 Non-Res Fee: \$350.00

Ages: 7-13 / 5 Sessions

Monday- Friday

June 26-30 9:00am-4:00pm

17CI07SUCE

Stop Motion Tricks & Effects- 1/2 Day Camp

Begin your stop motion movie making career with a BANG! Ever wonder how they do that cool effect?" - We can teach you! In this program we pull back the curtain and reveal how stop-motion movie magic is made as kids will learn how to create special effects for their stop motion movies. Kids will work in groups to create and film effects from water to fire or even flying! *Flix downloadable within a month after camp ends

Instructor: Incrediflix

Location: GYCC

Resident Fee: \$185.00 Non-Res Fee: \$195.00

Ages: 7 to 13 years / 5 Sessions

Monday-Friday

Aug 21-25 9:00am-12:00pm

17CI05SUCE

Star Wars Stop Motion Camp- 1/2 Day Camp

From a Galaxy far far away, to a summer location near you.... Star Wars stop motion movie making! Create your very own Star Wars characters and bring them to life using the magic of Stop Motion Animation. Students will create characters and sets for an original Star Wars movie they storyboard, write, shoot, and voice-over in age-appropriate groups. *Flix downloadable within a month after camp ends.

Instructor: Incrediflix

Location: GYCC

Resident Fee: \$185.00 Non-Res Fee: \$195.00

Ages: 7 -13 / 5 Sessions

Monday-Friday

Aug 21-25 1:00-4:00pm

17CI06SUCE



YOUTH CAMPS



Stop Motion Tricks & Effects & Star Wars- Full Day Camp

In these action movies, you'll get to use a green screen, camera tricks, & special effects to create your own live-action adventure movie. In the afternoons students will let their imagination be their guide as they create an exciting Minecraft world for a movie they create. Students will work in age appropriate groups. Lunch supervision included at no cost! Bring your own lunch.

Instructor: Incredifix

Location: GYCC

Resident Fee: \$340.00 Non-Res Fee: \$350.00

Ages: 7 – 13 / 5 Sessions

Monday-Friday

Aug 21 – 25 9:00am-4:00pm

17CI08SUCE

YOUTH SPORTS/WATER SPORTS

Pee Wee Sports

A fun filled class covering baseball/softball, soccer, and lacrosse with warmup techniques. Parents to participate.

Instructor: Ashley Schandel

Location: Field #1- Stotzky Park

Resident Fee: \$30.00 Non-Res Fee: \$40.00

Ages: 3 – 6 / 3 Sessions

Mon, Wed, Thurs

June 26-29 9:00am-10:00am

17CS01SUJJ

Athletic Training with your Child

Parents & Guardians will participate with their child and learn speed, agility, strength & conditioning skills and drills to prepare for organized sports and interscholastic athletics. Participants will be able to continue what is learned in the comfort of their own home with minimal equipment required.

Instructor: Ashley Schandel

Location: North Multi-Purpose Field @ Stotzky Park

Resident Fee: \$30.00 Non-Res Fee: \$40.00

Ages: 4 – 6 / 3 Sessions

Monday-Wednesday

July 31-Aug 2 10:30am-12:00pm

17I01SUA



YOUTH CAMPS



BodyRite- Athletic Development Camp

Improve Sport Performance- Strength & Agility Training- Learn Basic Weightlifting Techniques- Increase Scholarship Potential-Health & Nutritional Education

Playing sports is fun, but they become even more fun when you get BodyRite! Our sports camp will help your teenager become a better player and inspired athlete with programs that are exciting, engaging, and effective.

Learn to love fitness!

Instructor: Michael Carrozza

Location: BodyRite Studio

Resident Fee: \$235.00 Non-Res Fee: \$245.00

Ages: 13 – 17 / 4 Classes

Session I-	Mondays & Wednesdays	July 10 – 21	11:30am-2:30pm	17AE33SUCE
Session II-	Mondays & Wednesdays	July 24 – Aug 2	11:30am-2:30pm	17AE34SUCE
Session III-	Mondays & Wednesdays	Aug 7 – 18	11:30am-2:30pm	17AE35SUCE



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YOUTH CAMPS



Softball Batting Camp

This camp is designed to teach the fundamentals of softball batting. Also, new this year, a speed and agility component has been added.

Instructor: Jackie Zilnicki

Location: Softball Field @ Riverhead High School

Resident Fee: \$35.00 Non-Res Fee: \$45.00

Ages: 7-12 / 4 Sessions

Monday-Thursday July 17-20 6:00-7:00pm 17CS16SUJJ

Softball Pitcher's and Catcher's Camp

This camp is designed to teach the fundamentals of both windmill pitching and all aspects of the catcher's position. Also, a new component added this year is position specific speed and agility training. Please designate if you are pitcher, catcher, or both.

Instructor: Jackie Zilnicki

Location: Softball Field @ Riverhead High School

Resident Fee: \$35.00 Non-Res Fee: \$45.00

Ages: 7 -12 / 4 Sessions

Monday-Thursday July 17-20 7:15-8:15pm 17CS18SUJJ

Youth Tennis

Youth tennis fundamentals. After registration, class times will be assigned for each child in 50-minute time increments starting at 8am. You will be notified 5 days prior to the start of the session. Bring your own racket.

Instructor: Bob Lum

Location: Tennis Court @ Stotzky Park

Resident Fee: \$58.00 Non-Res Fee: \$68.00

Ages: 7 – 17 / 4 Sessions

Session I: Monday-Thursday June 26-29 17CS20SUJJ

Session II: Monday-Thursday July 10-13 17CS21SUJJ

Session III: Monday-Thursday July 24-27 17CS22SUJJ

Session IV: Monday-Thursday July 31-Aug 3 17CS37SUJJ

***Lessons are scheduled between 8am-11:00am**



YOUTH CAMPS



Pee Wee Hoops

Basic principles of offense, defense, and teamwork taught in a 2 on 1 concept.
Parental participation required.

Instructor: Jalyn Brown

Location: TBD

Resident Fee: \$40.00 Non-Res Fee: \$50.00

Ages: 4-6 years

Monday-Friday July 17-21 8:45-10:00am

Basketball Camp

This is a 2 week camp with week 1 teaching the fundamentals of basketball and week 2 focusing on application of the fundamentals

Instructor: Jalyn Brown Location: TBD

Resident Fee: \$120.00 Non-Res Fee: \$130.00

Ages 7-15

Monday-Friday July 10-21

Week 1: 9:00am-12:00pm Week 2: 10:00am-12:00pm

Basketball Boot Camp

This camp is designed for the serious basketball player who is looking to develop their game through high level drills and conditioning with and without a ball.

Instructor: Jalyn Brown Location: TBD

Resident Fee: \$40.00 Non-Res Fee: \$50.00

Ages 7-15

Monday-Friday June 26 - June 30 11:00am-12:00pm

Basketball Shooting Camp for Guards

This camp provides the fundamentals of basketball shooting from layups to 3's.
Taught by RHS girl's basketball staff.

Instructor: Jalyn Brown Location: TBD

Resident Fee: \$78.00 Non-Res Fee: \$88.00

Ages: 7-15

Monday-Friday June 26-June 30 9:30am-11:00am

Field Hockey Camp

The camp is designed to teach the fundamentals of field hockey.

Instructor: Cheryl Walsh-Edwards

Location: North Multi-Purpose Field @ Stotzky Park

Resident Fee: \$58.00 Non-Res Fee: \$68.00

Ages: 7-13 / 4 Session

Monday-Thursday July 10-13 9:00-11:00am 17CS29SUJJ

YOUTH CAMPS



Volleyball Camp

The camp teaches the fundamentals of volleyball.

Instructor: Kristen Andrejack

Location: Gym @ Riverhead High School

Resident Fee: \$80.00 **Non-Res Fee:** \$90.00

Ages: 7 – 13 / 5 Sessions

Grade: All

Gender: CO-ED

Monday-Thursday **July 31-Aug 4** **9:00am-12:00pm** **17CS31SUJJ**

Girls Lacrosse Shooting Camp

This camp is designed to instruct shooting in girls lacrosse. Over the course of the camp, participants will learn different techniques and drills to improve their shooting form and accuracy.

Instructor: Riverhead HS Coaching Staff & Players

Location: North Multi-Purpose Field @ Stotzky Park

Resident Fee: \$20.00 **Non-Res Fee:** \$25.00

Ages: 9-13 / 3 Sessions

Monday-Wednesday **July 24-26** **8:30-10:00am** **17YP01SUAS**

Girls Lacrosse Goalie Camp

This camp is designed to instruct goalies in girls lacrosse. Over the course of the camp, participants will learn different techniques and drills to improve their form, save percentage, and clearing accuracy. Participants are required to provide their own equipment.

Instructor: Riverhead HS Coaching Staff & Players

Resident Fee: \$20.00 **Non-Res Fee:** \$25.00

Ages: 9-13 / 3 Sessions

Monday-Wednesday **July 24-26** **8:30-10:00am** **17YP02SUAS**

Girls Lacrosse Boot Camp

This camp implements conditioning for girls lacrosse including proper stretching, warmup and cool down techniques, work with and without a stick along with speed and agility training. Own equipment required.

Instructor: Riverhead HS Coaching Staff & Players

Location: North Multi-Purpose Field @ Stotzky Park

Resident Fee: \$20.00 **Non-Res Fee:** \$25.00

Ages: 8-15 / 3 Sessions

Monday-Wednesday **July 24-26** **10:00-11:30am** **17YP03SUAS**

YOUTH CAMPS



Soccer Bootcamp-NEW!

This camp implements conditioning for soccer including proper stretching, warmup and cool down techniques, work with and without a ball, along with speed and agility training. Shin guards and cleats required.

Instructor: Ashley Schandel

Location: North Multi-Purpose Field @ Stotzky Park

Resident Fee: \$20.00 Non-Res Fee: \$25.00

Grade: 4 - 9

Monday-Wednesday July 31-Aug 2 8:30-10:00am 17YP04SUAS

The Art of Archery- NEW!

In 8 sessions, participants will learn how to effectively use a bow, range and equipment safety, National Scoring Methods, increase their hand-eye coordination, balance and confidence, and hopefully develop a keen interest in this unique sport! No equipment necessary.

Instructor: Harry Placide, The Archery Guy

Location: North Multi-Purpose Field @ Stotzky Park

Resident Fee: \$85.00 Non-Res Fee: \$95.00

8 Sessions

Ages: 7-10 years Tue & Thurs May 2 – 30 4:00-5:30pm 17YP10SUAS

Ages: 11-15 years Tue & Thursday May 2 – 30 5:30-7:00pm 17YP11SUAS

Youth Golf - SNAG

The SNAG program, Starting New At Golf contains all the elements of golf in a modified form. The program not only teaches the game, but golf etiquette, rules, course features as well as honesty and sharing.

Instructor: Cristy Jurgens

Location: North Multi-Purpose Field @ Stotzky Park

Resident Fee: \$65.00 Non-Res Fee: \$75.00

Ages: 4-6 / 4 Sessions

Monday-Thursday July 17-20 4:00-4:45pm 17YS11SUJJ

Rowing - Learn to Row Level 1

This course is designed for youth with no rowing experience. Participants receive basic lessons in the form and principles of rowing, both sweep rowing and sculling. Learn to handle, carry, launch and row a shell on the beautiful Peconic Bay. This class is ideal for those looking to row for their high school or wondering if rowing is the sport for them.

Instructor: Bill Hale Location: Boat House

Resident Fee: \$325.00 Non-Res Fee: \$335.00

Ages: 15-18 / 10 Sessions

Monday-Friday June 26-July 7 4:00-6:00pm 17YW10SUJJ

YOUTH CAMPS



Rowing - Learn to Row Level 2

This course is designed for youth with some rowing experience, or those who have completed Level 1 rowing class. Participants receive advanced lessons in the form and principles of rowing, both sweep rowing and sculling. Continue learning to handle, carry, launch and row a shell on the beautiful Peconic Bay. This class is ideal for those looking to row for their high school or continuing to enhance their rowing experience.

Instructor: Bill Hale Location: Boat House

Resident Fee: \$325.00 Non-Res Fee: \$335.00

Ages: 15-18 / 10 Sessions

Monday-Thursday July 10-21 4:00-6:00pm 17YW11SUJJ

Sailing- Beginner Level

This two week session provides 12 hours of instruction which will provide the necessary knowledge and skills to sail a small fixed keel sailboat in light to moderate conditions. Sail theory, safety, tying knots and terminology are just part of what you will learn. Lifejackets provided.

ALL STUDENTS MUST KNOW HOW TO SWIM

**** - All students will be required to pass a basic swim test on the first day of class and should be able to lift 50 lbs.**

Instructor: Kristen Realander Location: South Jamesport Beach

Resident Fee: \$199.00 Non-Res Fee: \$209.00

Ages: 8-18 / 6 Sessions

Mon, Wed, Fri July 10-21 9:00-11:00am 17YP05SUAS

Sailing-Intermediate Level

This 12 hour intermediate course is open to anyone who has completed a previous beginner sailing program, either with the Riverhead Recreation dept, or another certified program (proof required). Participants must be able to operate a Sunfish alone and will get the opportunity to learn a Vanguard 15 sailboat. Lifejackets provided.

Instructor: Kristen Realander Location: South Jamesport Beach

Resident Fee: \$199.00 Non-Res Fee: \$209.00

Ages: 8-18 / 6 Sessions

Mon, Wed, Fri July 10-21 12:00-2:00pm 17YP06SUAS

Calling All Program, Bus Trip and Special Event Participants!

If you would like the chance for your photo to be featured in the 2017 Fall Brochure, please send picture of you and/or your family and friends participating in one or more of our various activities.

Please provide your name, program title, and a brief statement sharing your experience with us. Send to RiverheadRec@gmail.com



YOUTH PLANNING BOARD

What is the Youth Planning Board?

The YPB is a team of youth ranging from grades K-12 who would like to promote change, organize activities and develop new youth programs for the community.

Members of the YPB gain:

- a voice in the community
- leadership traits
- the ability to work as a team
- public speaking skills
- a sense of volunteerism

For more information, email Liz at flood@townofriverheadny.gov

YOUTH PLANNING BOARD MEETINGS AND EVENTS:

Meetings and events are held at the T.A.G. Building in Stotzky Park, 165 Columbus Avenue, Riverhead email to reserve a spot on the bus.

Our Next Meeting:
4/17/17 6:00-7:30pm

Sunday, April 23rd 10:00-2:00 Earth Day Clean-up
Event-- volunteer kids are needed to help us with the clean-up!

Sunday, May 7th 3:00-5:00pm

MOTHER'S DAY ICE CREAM SOCIAL AND CHINESE AUCTION

Come with your Mom to celebrate all she does for you! Enjoy delicious ice cream, hang out with your favorite lady, and buy tickets to win prizes.

CHILDREN'S END OF SUMMER CONCERT

featuring Brady Rymer and other popular children's artists.

Grangebel/ Milton L. Burns Park

Sunday, August 20th from 11:00-2:00.

**Come for music fun, food trucks,
and face painting!**

Friday Night Program, Grades 5-8 *FREE

4/21, 5/5, 5/19

Aquebogue School from 6:00-8:30

Open gym and organized games, come hang out with your friends and be active!

Youth Drop-In Center at the TAG Building *FREE

Monday through Thursday 2:00-8:00, Fridays 2:00-9:00, grades 7-12. The programs will open May 1st and follow the school calendar.

Hang out with your friends, get homework help, play video games, enjoy our games room, library, and outside space.

The Drop-In is a safe place to spend your time.
School ID's and sign-in/out are required.

Found Art Night *FREE

Bring your scraps, caps, wires, paper towel tubes... Anything you can find around your home, yard, or garage can be turned into art!

We supply the basics, you bring the rest.

Enjoy a creative night with family and friends.

Friday, June 2nd

6:00-9:00 TAG Building

Open Gym Basketball @ the Riverhead Charter School

Come play basketball with your friends! Wear sneakers, and come dressed to play-- shoot around, play pick-up games, knock-out, and more! Admission is free, students are required to present a school ID.

**Location: Riverhead Charter School
FREE**

Grade: 7 - 12 / 3 Sessions

**Mondays April 24-May 8 6:00-8:30pm
17YS02WLF**

Open Gym Soccer @ Riley Ave.

Come play soccer with your friends, join a pick-up game or come in small teams! Admission is free, students are required to present a school ID. Bring your friends and wear sneakers!

FREE

Grade: 5 - 12 / 3 Sessions

**Fridays April 21 - May 5 6:00-8:30pm
17YSP01WLF**

SWIMMING



SWIMMING PROGRAMS

Basic Swimming and water safety are offered throughout the summer. Call the Recreation Dept. to register for an evaluation. Evaluations will be held as scheduled below. Once your child is evaluated you will be able to register for a specific level offered at your chosen beach. First come first served. Children must be registered through the Recreation Dept. before getting evaluated. Must be 5 on first day of lessons, no exceptions. Riverhead Town Parking Permit required at all Town Beaches.

Evaluations will be held as follows:

Iron Pier: Tuesday June 27, Thursday June 29, Friday July 7 from 10:30am-2:00pm, Saturday, July 15 10:30am-12:30pm

Reeves: Monday, June 26 and Friday, June 30, from 10:30am-2:00pm, and Saturday, July 1 10:30am-12:30pm

Wading River: Wednesday, June 28, and Thursday, July 6 from 10:30am-2:00pm and July 29 from 10:30am-12:30pm

SWIM LESSONS: Monday-Friday

30 Minute Lessons- Ages 5+

Ages: 5 years and over



SOUTH JAMESPORT BEACH- 10 Sessions

Resident Fee: \$20.00 Non-Res Fee: \$25.00

July 10-21 10:00am-12:00pm 17YA01SUCE

REEVES BEACH- 10 Sessions

Resident Fee: \$20.00 Non-Res Fee: \$25.00

July 10-21 2:00-4:30pm 17YA06SUCE

IRON PIER BEACH- 10 Sessions

Resident Fee: \$20.00 Non-Res Fee: \$25.00

July 24-Aug 4 10:00am-4:30pm 17YA07SUCE

WADING RIVER BEACH- 10 Sessions

Resident Fee: \$20.00 Non-Res Fee: \$25.00

August 7-18 10:00am-4:30pm 17YA8SUCE

SWIMMING



Pee Wee Swim

An introduction to the basic skills needed to swim. Parent participation required. Parents will be required to be in the water and lift their child. Ages 3 and 4 ONLY! Must be 3 on first day of lessons, no exceptions. No assessment required.

Resident Fee: \$20.00 Non-Res Fee: \$25.00

Ages: 3-4 / 10 Sessions

South Jamesport Beach

Monday-Friday	July 10 - 21	
Session I	10:00-10:30am	17YA02SUCE
Session II	10:30-11:00am	17YA03SUCE
Session III	11:00-11:30am	17YA04SUCE
Session IV	12:30-1:00pm	17YA21SUCE

Wading River Beach

Monday-Friday	August 7-18	
Session I	2:30-3:00pm	17YA33SUCE
Session II	3:00-3:30pm	17YA34SUCE
Session III	3:30-4:00pm	17YA35SUCE
Session IV	4:00-4:30pm	17YA36SUCE

Private Swim Lessons (Monday-Friday)

1 on 1 swim instruction is being offered between 5:00pm and 6:30pm. Call to reserve your lesson. No assessment required.

Resident Fee: \$155.00 Non-Res Fee: \$165.00

Ages: 5+ / 10 Sessions

	<u>IRON PIER</u>	<u>WADING RIVER</u>
	July 24-Aug 4	August 7-18
5:00-5:30pm	17YA10SUCE	17YA25SUCE
5:30-6:00pm	17YA11SUCE	17YA26SUCE
6:00-6:30pm	17YA12SUCE	17YA27SUCE
6:30-7:00pm	17YA13SUCE	17YA28SUCE



SWIMMING



Adult Swim Lessons

Basic swimming techniques and water safety techniques are taught. Limited Availability, call 631-722-4444 ext. 732 to schedule.

Ages: 18+ / 10 Sessions

Resident Fee: \$20.00 Non-Res Fee: \$25.00

IRON PIER BEACH

Monday-Friday July 24-August 4 17AA02SUCE

WADING RIVER BEACH

Monday-Friday August 7 – 18 17AA03SUCE

Water Safety Instructor Aide

Participants will be given a swim test on the first day and may only register for one session. The second half of class will be assisting the WSI's with the younger swimmers.

Location: Iron Pier Beach

Resident Fee: \$20.00 Non-Res Fee: \$25.00

Ages: 11+ /10 Sessions

IRON PIER BEACH

Monday-Friday July 24-August 4 10:30-11:30am 17YA09SUCE

WADING RIVER BEACH

Monday-Friday August 7-18 10:30-11:30am 17YA24SUCE

Monday-Friday August 7-18 3:30-4:30pm 17YA45SUCE

Congratulations Jim Janecek on your Retirement

We wish you well and thank you for all that you have done for the department and community.



ADULT PROGRAMS



ART

Acrylic Painting

Learn to paint and tap into your creativity. You will be taught the fundamentals needed for artistic expression. Everyone can paint! Beginner to intermediate artists are welcome. Materials list available at registration.

Instructor: Karen Fellows

Location: GYCC

Resident Fee: \$82.00 Non-Res Fee: \$92.00

Ages: 18+ / 6 Sessions

Mondays April 24 – June 5 6:00-9:00pm 17A101FCE

NO CLASS ON: May 29

INSTRUCTIONAL

Dog Obedience

The motivational method is used to train your dog to walk on a loose lead, stay, come when called, and more. Open to dogs at least 4 months old with a responsible handler (16 or up). One handler per dog. Please bring shot record to class. Proper Collar and Leash available for sale from instructor for \$10 each.

Instructor: Mary Komosinski

Location: GYCC

Resident Fee: \$65.00 Non-Res Fee: \$75.00

Ages: 16+ / 8 Sessions

May 11 – June 29 6:00-7:00pm 17A102SPCE

Genealogy Workshop - New!

Calling all history detectives! If you're interested in discovering your family's story, this workshop is for you. The Rec dept. is excited to partner with the Suffolk County historical society for a brand new program. Join a professional genealogist at the Suffolk County Historical Society to learn about genealogy research and the best tools for building your family tree. You'll learn how to locate historical documents, ship manifests, Census records and much more in an effort to make your ancestors come alive! Look in the bus trip section for a culminating trip to Ellis Island and the Statue of Liberty.

Location: Suffolk County Historical Society

Resident Fee: \$25.00 Non-Res FEE: \$30.00

Ages: 18+ / 1 Sessions

Saturday September 9 1:00-3:00pm 17AP03SUDD

ADULT PROGRAMS



Intro to Beekeeping- NEW!

Bee inspired to begin a pollinator garden! Bee creative and see what natural products you can make from beeswax, propolis, and pollen. Taste wild honey. Hear swarm stories and other adventurous tales of the hives. Learn what you can do to help save the honeybee. Participants will go home with a pollinator plant. All welcome. No experience necessary.

Instructor: Sarah Sheperd

Location: Shade Tree Center

Resident Fee: \$25.00 Non-Res Fee: \$30.00

Ages: 18+

Sunday	June 4	2:00-4:00pm	17IG03SPDD
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NYS Safe Boating Class

Meets Requirements for personal watercraft operation and requirements for individuals 10 years of age and older for motor boat operation. Two four hour sessions required. Additional \$10 NYS Certification fee for those 18 years and older upon completion.

Location: Shade Tree Center

Fee: \$10.00

Ages: 10+ / 2 Sessions

Thursdays	June 15 & 22	5:30-9:30pm	17AI02SPAS
Thursdays	July 13 & 20	5:30 -9:30pm	17AI03SPAS

HEALTH & WELLNESS

Belly Dancing

Learn the basics of belly dance and shimmy the day's stress away with this ancient dance form. Please wear comfortable clothing. Coin belts to be provided for extra fun!

Instructor: Leah Pasquarella

Location: GYCC

Resident Fee: \$45.00 Non-Res Fee: \$55.00

Ages: 16+ / 8 Sessions

Wednesdays	May 3 – June 21	6:30-7:30pm	17AE06SPCE
Wednesdays	July 5 – August 30	6:30-7:30pm	17AE06SPCE

NO CLASS: July 12

ADULT PROGRAMS



Intro to Aromatherapy- NEW!

Join us for a fun hands-on workshop where you will be introduced to essential oils, aromatherapy and the basics of making aromatherapy products. You will learn about five different essential oils and make two products to take home with you. This workshop will be taught by Fernanda Menegassi-Lojac, certified aroma therapist and owner of North Fork Natural.

Instructor: Fernanda Menegassi-Lojac
Location: Shade Tree Center
Resident Fee: \$55.00 Non-Res Fee: 65.00
Ages: 18+ / 1 Session

Thursday	May 4	6:00-8:30pm	17AP01SPDD
Saturday	June 3	2:00-4:00pm	17AP02SPDD

Creating a Healing Garden - New!

Fill your life with beauty, fragrance and remedies for common ailments. We will learn how to create, care for, and harvest from a small garden space with many useful and healing benefits. Hands-on demonstrations and instruction provided as we create and tend a healing garden together. Participants will go home with a medicinal plant.

Instructor: Sarah Sheperd
Location: Shade Tree Center
Resident Fee: \$25.00 Non-Res Fee: \$30.00
Ages: 18+ / 1 Session

Saturday	May 13	2:00-3:30pm	17AP05SPDD
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Herbal First Aid-NEW!

Come experience and learn the traditional art of herbal first aid. Be inspired to create your own herbal first aid kit and begin it here. This hands-on and informative class will prepare and taste medicinal teas, demonstrate an herbal steam, and make and take home a healing salve.

Instructor: Sarah Sheperd
Location: Shade Tree Center
Resident Fee: \$25.00 Non-Res Fee: \$30.00
Ages: 12+ / 1 Session

Sunday	August 13	2:00-3:30pm	17AP01SUDD
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ADULT PROGRAMS



The Happy Class

The Happy Class - Improving Your Life Experience through Mindful Practices
Reduce stress, improve business and family relationships and cultivate a peaceful mind. This practice cultivates a deeper awareness in the present moment that can transform our experiences in everyday life. Science based research had reported the benefits of mindful practices and many corporations such as Google, Target and Nike are incorporating mindful programs for the health of their employees. The class will explore meditations, awareness building exercises and simple physical movement to achieve a deeper understanding of how we can most clearly respond instead of react to any given situation. So Lets Get Happy!

Instructor: Denise Gillies

Location: Shade Tree Center

Resident Fee: \$62.00 Non-Res Fee: \$72.00

Ages: 18+ / 5 sessions

Wednesdays May 3-31 4:00-5:00pm 17AE02SPKT

Biggest Loser

Lose weight and inches in a fun cardio/total body toning class with a Certified Personal Trainer. Bring 2lb and 5lb weights, a floor mat, water bottle and wear athletic sneakers. Exercise bands are available for purchase at the first class. Confidential Weigh-In from 5:15-5:45pm. Class- 5:45-7:15pm

Add the Wednesday night Cardio Sculpt class for additional health benefits!

Instructor: Cherie Pavaglio

Location: GYCC

Resident Fee: \$55.00 Non-Res Fee: \$65.00

Ages: 16+ / 7 Sessions

Spring

Mondays April 24-June 19 5:15-7:15pm 17AE01SPCE

NO CLASS: May 15 & 29

Summer

Mondays July 3- August 21 5:15-7:15pm

17AE01SUCE

NO CLASS: July 10

*****Sign Up for the Biggest Loser, Cardio Sculpt and Cardio Blast for a Discounted Price**



ADULT PROGRAMS



Cardio Sculpt

A fun, rewarding cardio/toning class for all levels taught by a Certified Personal Trainer. Bring 2lb and 5lb weights, a floor mat, water bottle, and wear athletic sneakers. Exercise bands will be available for purchase from the instructor at the **first class**.

Join the Biggest Loser program on Mondays for additional health benefits!

Instructor: Cherie Paveglio

Location: Shade Tree Center

Resident Fee: \$48.00 Non-Res Fee: \$58.00

Ages: 16+ / 8 Sessions

Spring

Wednesdays April 26 – June 21 5:45-7:15pm 17AE02SPCE

NO CLASS: May 17

Summer

Wednesdays July 5 – August 23 5:45-7:15pm 17AE02SUC

Cardio Blast

Five Fun weeks of cardio and toning for all levels. Bring assorted weights, a floor mat, a water bottle, and wear athletic sneakers. Exercise bands are available for purchase at the first class. This is a great add-on to Biggest Loser and Cardio Sculpt!

Instructor: Cherie Paveglio

Location: GYCC

Resident Fee: \$40.00 Non-Res Fee: \$50.00

Ages: 16+ / 5 Sessions

Fridays April 28 – June 2 5:45-7:15pm 17AE05SPCE

NO CLASS: May 19

BodyRite Bootcamp

Join BodyRite Training every Saturday morning at South Jamesport Beach. Rain or shine, Paige makes fitness and hardcore intensity happen every Saturday morning. Join BodyRite for an hour of crazy, zany challenging workouts that get your blood pumping. BodyRite training incorporates sandbag training and whatever odd and heavy objects are laying around into the hour of power. Learn how to push yourself and love doing it!

Instructor: Paige Romanowski

Location: South Jamesport Beach

Ages: 15+

All 10 Sessions: Resident Fee: \$120.00 Non-Res Fee: \$130.00 17AE23SUCE

Any 5 Sessions: Resident Fee: \$78.00 Non-Res Fee: \$88.00 17AE24SUCE

Saturdays June 10 – Aug 19 7:00-8:00am

NO CLASS ON: Jul 1

ADULT PROGRAMS



BodyRite- College Athletic Development Camp

College level Athletes will go through supervised athletic development workouts that will improve their skill set.

Instructor: Micheal Carrozza

Location: BodyRite Studio

Resident Fee: \$235.00 Non-Res Fee: \$245.00

Ages: 18+ / 4 Classes

Session I-	Mondays & Wednesdays	June 5 – 14	11:30am-2:30pm	17AE37SUCE
Session II-	Mondays & Wednesdays	June 19-28	1:30am-2:30pm	17AE38SUCE

BodyRite- Fat Shred Package

Learn how to work out using your own bodyweight as a means of getting stronger and increasing your cardiovascular health. These classes will help you reduce body fat and improve body composition. Turn up the heat and burn off those holiday pounds with our FAT SHRED PACKAGE!

10 Get Rite Rowing Classes or HIIT Classes- You choose 10 sessions of the classes listed below (any combination).

Monday 6am HIIT; 12pm Rowing Class

Wednesday 6am HIIT; 6:30pm Rowing Class

Friday 6am HIIT; 12pm Rowing Class; 6:30pm Rowing Class

Saturday 8am HIIT

Sunday 7:30am HIIT; 8:30am Rowing Class

Location: BodyRite Studio

Resident Fee: \$115.00 Non-Res Fee: \$125.00

Ages: 16+ / 10 Sessions

Spring

Mondays, Wednesdays, Fridays, Saturdays, Sundays April 24-June 30 17AE22SPCE

NO CLASS ON: May 27, May 28, May 29

Summer

Mondays, Wednesdays, Fridays, Saturdays, Sundays July 5- September 1 17AE22SUCE

ADULT PROGRAMS



Tai Chi & Qi Gong

Through this ancient form of Chinese exercise and meditation, you will learn simple fluid movements, deep breathing rhythms, and visualization techniques to create inner energy and peace.

Instructor: Denise Gillies

Location: GYCC

Resident Fee: \$62.00

Non-Res Fee: \$72.00

Ages: 18+ / 6 Sessions



Spring

Tuesdays

May 2 – June 6

5:00-6:00pm

17AE15SPKT

Instructor: Denise Gillies

Location: South Jamesport Beach

Resident Fee: \$85.00 **Non-Res Fee:** \$95.00

Ages: 18+ / 8 Sessions

Summer On The Beach

Thursdays

July 6 – August 24

8:00-9:00am

16AE16SUKT

YOGA

Beach Yoga

This Yoga class connects breath and body movements on one of the beautiful beaches of the North Fork.

Beginners and all levels are welcome.

Instructor: A&G Dance Co.- Adam Baranello

Location: South Jamesport Beach

Resident Fee: \$52.00 **Non-Res Fee:** \$62.00

Ages: 16+ / 7 Sessions

Saturdays

July 8 – Aug 26

8:00-9:00am

17AE25SUCE

NO CLASS ON: Aug 12



ADULT PROGRAMS



Babette's Aesthetic Body's: Sunrise Beach Yoga

Come enjoy the serenity of the beautiful Long Island shores while you connect with your physical & spiritual self through a guided Yoga Flow on the beach. Beginners welcome! Yoga mat, beach towel and water bottle required.

Instructor: Babette Connors Pisco

Location: Wading River Beach

Resident Fee: \$35.00 Non-Res Fee: \$45.00

Ages: 16+ / 6 Sessions

Wednesdays July 5 – Aug 9 7:00-8:00am 17AE28SUCE

Babette's Aesthetic Body's: Sunset Beach Yoga

Enjoy a beautiful sunset looking over the Long Island shores as you learn and practice yoga! This gentle Yoga Flow on the beach will encourage you to connect with your physical & spiritual self. Beginners welcome! Yoga mat, beach towel and water bottle required.

Instructor: Babette Connors Pisco

Location: Wading River Beach

Resident Fee: \$35.00 Non-Res Fee: \$45.00

Ages: 16+ / 6 Sessions

Wednesdays July 5 – Aug 9 6:00-7:00pm 17AE29SUCE



60 Shade Tree Lane, Aquebogue NY

ADULT PROGRAMS



Morning Yoga

Hatha yoga class aimed toward increasing flexibility, circulation, and strength. Includes back therapy and stress reduction techniques.

Instructor: Rosemary Martilotta

Location: GYCC

Resident Fee: \$85.00 Non-Res Fee: \$95.00

Ages: 18+ / 8 Sessions

Wednesdays April 26 – June 14 9:00-10:30am 17AE41SPCE

Paddle Board Yoga w/Aerial Fitness

Experience yoga in a whole new way as we paddle to a calm spot where we then anchor down and practice a traditional Vinyasa flow on our specially designed Yoga Paddle Boards. Practice on the board balances your strength and flexibility and is playful and fun. *must be able to swim.

Instructor: April Yakaboski

Location: Red Creek Pond- Aerial Fitness will contact w/directions

Resident Fee: \$45.00 Non-Res Fee: \$55.00

Ages: 18+ / 1 Session

Saturday June 10 8:30-9:30am 17AE11SPCE
Saturday June 17 8:30-9:30am 17AE12SPCE

Yogalates / A&G Dance Company

A perfect blend of yoga and Pilates for men and women taught by dancer/athlete. Open Level. Class is designed for beginners to advanced because of the variations given.

Instructor: Adam Baranello

Location: GYCC

Resident Fee: \$52.00 Non-Res Fee: \$62.00

Ages: 16+ / 7 Sessions

SPRING

Tuesdays May 2 – June 13 7:15-8:15pm 17AE18SPCE
Saturdays May 6 – July 1 10:00-11:00am 17AE17SPCE

NO CLASS: May 27, Jun 10

SUMMER

Tuesdays June 20 – Aug 22 7:15-8:15pm 17AE18SUCE
NO CLASS: July 4, Jul 11, Aug 1

Saturdays July 8 – Sept. 9 10:00-11:00am 17AE17SUCE

NO CLASS: July 15, Aug 12, Sept. 2

ADULT PROGRAMS



Babette's Aesthetic Body's Gentle Restorative Yoga

Experience a blend of gentle yoga stretching using rollers, foam blocks, thera-bands & blankets to improve range of motion, physical balance and body strength. Beginners welcome! Yoga mat & water bottle required

Instructor: Babette Connors Pisco

HENRY PFEIFER COMMUNITY CENTER – 9 Sessions

Resident Fee: \$50.00 Non-Res Fee: \$60.00

Saturday April 29-June 24 10:00-11:00am 17AE20SPCE

WADING RIVER CONGREGATIONAL CHURCH – 4 Sessions

Resident Fee: \$22.00 Non-Res Fee: \$27.00

Tuesdays July 18 – Aug 8 7:00-8:00pm 17AE30SUCE

Babette's Aesthetic Body's: Yoga Flow

Experience the ease of Yoga Flow. Learn asana poses while developing body strength, agility, balance and an overall sense of movement awareness. Beginners welcome! Yoga mat & water bottle required.

Instructor: Babette Connors Pisco

Ages: 16+

SPRING

HENRY PFEIFER COMMUNITY CENTER – 9 Sessions-

Resident Fee: \$50.00 Non-Res Fee: \$60.00

Saturdays April 29 – June 24 9:00-10:00am 17AE27SUCE

SUMMER

WADING RIVER CONGREGATIONAL CHURCH – 4 Sessions

Resident Fee: \$22.00 Non-Res Fee: \$27.00

Tuesdays July 18 – Aug 8 6:00-7:00pm 17AE26SPCE

Zumba

Zumba is a fitness program that combines Latin and international music with dance moves. Dance to great music, with great people, and burn a ton of calories without even realizing it. Bring water!

Instructor: Irina Gentile

Location: Shade Tree Center

Resident Fee: \$62.00 Non-Res Fee: \$72.00

Ages: 16+ / 7 Sessions

Tuesdays May 2 – June 13 6:30-7:30pm 17AE19SPCE

ADULT PROGRAMS



Zumba Toning

Zumba Toning blends body-sculpting techniques and specific Zumba moves into one calorie-burning, strength-training experience. You'll learn how to use weighted, maraca-like Zumba Toning Sticks to enhance rhythm, build strength and tone all the right target zones. Bring zumba toning sticks or a weight up to 2 pounds or purchase sticks from instructor.

Instructor: Irina Gentile

Location: GYCC

Resident Fee: \$62.00 **Non-Res Fee:** \$72.00

Ages: 16+ / 7 Sessions

Thursdays May 4 – June 15 6:30-7:30pm 17AE20SPCE

ADULT SPORTS/WATERSPORTS

Adult Basketball Open Gym

Pick up style basketball games with different teams formed each night.

\$5 per night, cash or check.

Please visit the website www.RiverheadRecreation.net and Join REMIND for cancellations and schedule changes.

Ages: 18+

Thursdays April 27 – June 1 8:30-10:30pm

Adult Golf at Indian Island

Classes are designed to enhance a golfer's skill level and performance regardless of experience. Taught by PGA professionals. Program covers driving, iron play, chipping, putting, course management and rules and etiquette.

Location: Indian Island Golf Course

Resident Fee: \$120.00 **Non-Res Fee:** \$130.00

Ages: 17+ / 5 Sessions

Session I:	Mondays & Wednesdays	May 15 – 29	5:30-6:50pm	17AS01SUJJ
Session II:	Mondays & Wednesdays	June 12-26	5:30-6:50pm	17AS03SUJJ
Session III:	Mondays & Wednesdays	July 10- 24	5:30-6:50pm	17AS05SUJJ
Session IV:	Mondays & Wednesdays	Aug 7 - 21	5:30-6:50pm	17AS05SUJJ

ADULT PROGRAMS



Pickleball Open Courts

Pickle-ball Open Courts is open to anyone to come down and play pick-up games, meet new people, and have fun!

No Registration- FREE

Wednesdays	Beginning April 19	6:00-9:00pm	South Jamesport Beach
Thursdays	Beginning May 4	5:00-8:00pm	Stotzky Park Hockey Rink
Saturdays	April 22- May 27	9:00am-12:00pm	Stotzky Park Hockey Rink

*The above listed times and dates are reserved for pickle-ball play, courts may be used on a first come first serve basis on other days, including Police Officers Memorial Park (Bayberry).

Stotzky Hockey Rink Unavailable: July 13, Aug 17, Sept 10

Pickleball Beginners Clinic

A 3 day clinic focusing on the basic skills, rules, and fundamentals of pickle-ball. Participants will complete the course with the knowledge and skill to play in an organized pickle-ball game. No equipment required.

Instructor: Ashley Schandel

Location: Stotzky Park Hockey Rink

Resident Fee: \$15.00 Non-Res Fee: \$20.00

Ages: 40+ / 3 Sessions

Wednesdays	May 24 – June 7	9:30-10:30am	17AS02SPAS
Wednesdays	May 24 – June 7	5:30-6:30pm	17AS01SPAS

Pickleball Ladder League- Punch Card

17AS14SPAS

A new organized way of playing pickle-ball and meeting new people. Participants will be able to participate in scheduled games based on their skill level and rank in the "league." This is a continuous program throughout the season with no final champion of the league. Players must purchase a "punch card" to allow for up to 10 sessions. Additional punch cards may be purchased.

All games will be played on Saturday mornings between 9am-12pm

Each player must have a registered email address with Ashley to be entered in the system.

For more information please contact Ashley at schandel@townofriverheadny.gov 631-727-5744 x28

Location: Recreation/Senior Center

Ages: 40+

Resident Fee: \$20.00/10 dates Non-Res Fee: \$25.00/10 dates

Saturdays Starting June 3 – Aug 26 9:00am-12:00pm

ADULT PROGRAMS



Pickleball Beginners Round Robin Tournament

This tournament is open to all beginner level pickle-ball players who have played a game before, know the rules & regulations, and feel comfortable keeping score on their own and making line judgement calls. Players may sign up with a partner of ANY gender.

Rain Date: June 21

Location: Stotzky Park Hockey Rink

Team Fee - \$20.00

Ages: 40+

Wednesday	June 14	6:00pm	17AS04SUAS
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Pickleball Tournament

Round Robin style tournament. Divisions will be formed based on skill level.

Participants are required to rate themselves following the USAPA rating scale. A copy of this may be found on the website. Participants must register with a partner.

Location: Stotzky Park Hockey Rink

Fee: \$20.00 Per Team

RAIN DATE: Sunday June 18th

Friday, June 16

40+ Mixed Doubles	6:00pm	17AS05SUAS
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60+ Mixed Doubles	6:00pm	17AS06SUAS
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Saturday, June 17

40+	Mens Doubles	9:00am	17AS07SUAS
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60+	Mens Doubles	9:00am	17AS08SUAS
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40+	Women's Doubles	11:30am	17AS09SUAS
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60+	Women's Doubles	11:30am	17AS20SUAS
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** Ages groups are subject to be combined if participation is low. Brackets will be based on skill rating.*

Learn to Row- Level 1

This course is designed for adults with no rowing experience. Participants receive basic lessons in the form and principles of rowing, both sweep rowing and sculling. Learn to handle, carry, launch and row a shell on the beautiful Peconic Bay. This class is ideal for those looking for a new form of recreation and fitness. Rowing is an excellent low-impact cardiovascular activity.

Instructor: Bill Hale

Location: Boat House

Resident Fee: \$325.00 Non-Res Fee: \$335.00

Ages: 19+ / 10 Sessions

Monday-Friday	June 26-July 7	6:00-8:00pm	17AW11SUJJ
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ADULT PROGRAMS



Learn to Row- Level 2

This course is designed for adults with some rowing experience or Level 1 experience. Participants receive advanced lessons in the form and principles of rowing, both sweep rowing and sculling. Learn to handle, carry, launch and row a shell on the beautiful Peconic Bay. This class is ideal for those looking to continue a new form of recreation and fitness. Rowing is an excellent low-impact cardiovascular activity.

Instructor: Bill Hale

Location: Boat House

Resident Fee: \$325.00 Non-Res Fee: \$335.00

Ages: 19+ / 10 Session

Monday-Friday July 10- 21 6:00-8:00pm 17AW12SUJJ



Stand-Up Paddleboard (SUP)

East End Paddle Sports is putting on a class run by experienced & knowledgeable guides who will provide an overview of Stand Up Paddle Boarding, including safety & proper technique. This class also includes a guided tour through Mattituck Inlet & an open paddle. Includes life jacket, SUP paddleboard, refreshments, and EESG T shirt.

Instructor: Stephen King

Location: Strong's Water Club & Marina

Resident Fee: \$78.00 Non-Res Fee: \$88.00

Ages: 16+ / 1 Session

Friday	June 30	8:00-10:00am	17AW13SUJJ
Friday	July 14	8:00-10:00am	17AW03SUJJ
Wednesday	July 19	4:00-6:00pm	17AW01SUJJ
Friday	July 28	8:00-10:00am	17AW15SUJJ
Wednesday	Aug 2	4:00-6:00pm	17AW07SUJJ
Friday	Aug 11	8:00-10:00am	17AW17SUJJ
Wednesday	Aug 16	4:00-6:00pm	17AW18SUJJ
Friday	Aug 25	8:00-10:00am	17AW19SUJJ
Wednesdays	Aug 30	4:00-6:00pm	17AW20SUJJ

INTERGENERATIONAL



Walk in the Park

Join Doris in Stotzky Park for an opportunity to meet new people, stir up some conversation, boost your heart rate, and enjoy the great outdoors!

Instructor: Doris Strange

Location: Stotzky Park

Resident Fee: \$10.00 Non-Res Fee: \$15.00

Ages: All / 4 Sessions

Session I

Thursdays May 4 – June 1 5:30-6:30pm CODE

No Class: May 25

Session II

Thursdays June 8 – July 6 6:30-7:30pm CODE

No Class June 22

Mother's Day Cupcake Workshop-NEW!

17IG01SPDD

Sunday, May 7, 1:00-3:00pm

Try something a little different for Mom this year: beautiful-looking, fabulous-tasting homemade cupcakes! Chef Joy Graf will work with you to bake and decorate a batch of delicious sweet treats that Mom will never forget. Grab your apron, grab a friend or relative, and join us in the kitchen for this fun Sunday afternoon workshop.

Location: Shade Tree Center

Fee \$10.00

Ages: 4+

Found Art Night

17YP10SULF

Friday, June 2, 6:00-9:00pm

People of all ages, bring your scraps, salvage, bits, pieces, anything you can think of around your home, yard, or garage to generate an incredible and authentic piece of Found Art. Found art is an unusual type of art that involves creating pieces from "found" objects that are not usually considered to be artistic in any way. Most of the objects used in found art usually have another purpose. Basic tools will be provided like glue, tape, wire, poster board, and ribbon-- you are responsible for supplying the rest. All art will be displayed at the TAG Building.

Location: TAG Building

Ages: All

FREE



INTERGENERATIONAL



Bike to Breakfast

171G08SPDD

Sunday, June 11, 9:00am

Join us for our third Bike to Breakfast! This popular family bike ride is a hit with all ages. We'll meet at Stotzky Park, then ride to Briermere Farms for a delicious breakfast. Bring Mom, Dad, Grandma, Grandpa, or just come and make some new friends. Waiver required. All riders must wear helmets. All ages and skill levels welcome.

Location: Parking Lot @ Stotzky Park

Resident Fee: \$0.00 Non-Res Fee: \$10.00

Ages: 8+

Roller Disco Nights-NEW!

171G11SUDD

It's time to boogie down! After a long hiatus, we're bringing back our popular roller disco nights. For three Friday evenings this summer, we'll transform the Stotzky Park hockey rink into an ultra-groovy roller disco. Dance the night away to our DJ's records and roll back time to the days of disco balls and bell bottoms. Everyone is welcome! Roller skate rentals available.

Location: Hockey Rink @ Stotzky Park

Skate Rental: \$5.00

Ages: 5+ / 3 Sessions

Thursdays July 13, Aug 17, Sept 10

7:00-9:00pm

Family Cooking Competition-NEW!

171G07SUDD

Sunday, August 12, 2:00pm

Grab the family and show us your cooking skills! We're looking for teams of up to 4 family members who can dazzle our judges with their delicious food. We'll supply the portable electric cooktops and most of the ingredients--the rest of the ingredients will be up to you to gather beforehand, in a local farmstand scavenger hunt! You'll also supply any tools, utensils, bowls, or other equipment you think you'll need. Your team will have one hour to prepare a dish according to our theme--and then the tasting (and judging) will begin! A prize will be awarded to the team with the winning dish. Does your family have what it takes to be our very first cooking champion?

All rules, guidelines, and scavenger hunt items will be available after registration.

TEAM FEE: \$60.00

Ages: 6+

SENIORS (AGES 60+)



Chair Zumba

No Registration Necessary. Free.

Instructor: Irina Gentile

Location: Shade Tree Center

Ages: 60 years and over

Tuesdays

10:30-11:15am 17AE21SPCE

Chair Yoga- NEW!

Chair Yoga is for everyone! Yoga introduces you to yourself! Yoga restores body, mind, and spirit. It is your inherent nature to be balanced and whole. Yoga will show you the way. Gentle seated and standing poses. Bring a smile!

Instructor: Rosemary Martilotta

Location: Shade Tree Center

Resident Fee: Free

Ages: 60+ / 8 Sessions

Wednesdays April 26 – June 14

1:00-2:00pm 17AE42SPCE

MEMORY CAFE

Share memories, music, and fun with caregivers, spouses, and family members

A drop-in center and gathering place where people with memory loss and their caregivers can meet and socialize; laugh, cry, share concerns and find support without fear of being judged or misunderstood.

Enjoy an evening of conversation and relaxation, music and activities, in a safe and loving atmosphere. Snacks will be provided.

The program will be held in the new TAG (Together All Generations) Center, a intergenerational community center at Stotzky Park.

It is located at the north end of the Stotzky Park parking lot.

MEMORY CAFÉ will begin in July.
Call 631 722-4444 ext. 241
in mid-May for details and dates.

CARE GIVERS SUPPORT

An informal support group designed with the caregiver in mind

Listen to others as they share their stories and experiences.

Participate and learn that you are not alone in your role as caregiver.

Presenters from various organizations will be invited to share their expertise.

Wednesdays beginning April 19th in the Senior Center Bingo Room
Noon - 2 pm (lunch will be provided)

Evening Support Groups to be held in the
TAG Center will be forming in the upcoming months.

If interested,
call 631 722-4444 ext. 241.

SENIORS (AGES 60+)



Learn to Play Bunco

A great game to play at your next family/friend gathering! It's easy to learn, fun to play, and an opportunity to win prizes. Each week we will offer a brief demo lesson and review to new participants, and live play to follow (with prizes). Pre-Registration Required.

Ages: 60 years and over

Tuesdays

May 9-30

12:45-2:15

17A110SPAS

May is Older Americans Month! ANNUAL INFORMATION FAIR

When: Friday, May 5, 2017

Where: Riverhead Senior and Recreation Center/
Shade Tree Center
60 Shade Tree Lane

9am-11am: Vendors and Information Tables-Dining Room
Continental Breakfast-Dining Room
Medicare Questions and Answers - Auditorium
Chair Zumba - TAG Room

11:00: Keynote Speaker - Auditorium
"Be Safe in Today's World"
-Riverhead Police Department

Noon: Lunch- Dining Room
Q&A Seniors and Recreation Departments Merge

1:00: Auction - New and /or Treasured Items for the
highest bidder

2:15: Dessert

*Save the Date June 16
Senior Citizens Prom*



Riverhead PAL

Football— Boys Ages 7-13 (*As of Nov. 15th of current year*)

Registration— Starts Mid April / Deadline Mid May

Practice starts end of July Tue/Thurs evenings. SUNDAY GAMES start in September. - *Online registration site to be announced or -In person: Check Flyer or PAL Office for dates.*

Cheerleading— Girls entering grades 2-6 (*September of current year*)

Registration— Starts Mid April. Practice starts end of July Tue/Thurs evenings. SUNDAY GAMES start in September.

In person registration only—First come, First served. Check Flyer or PAL Office for dates.

Lacrosse— Girls & Boys Grades K-8 (*Teams based on grade & gender*)

Registration— Starts Mid Oct / Deadline Mid December

Practices on weekday evenings beginning in March. SUNDAY GAMES -*Online Registration @ RiverheadRecreation.com or Mail Paper Registration & Payment.*

Bike Rodeo— Current Grades K-6

Spring Event—FREE Registration Day of Event @ Stotzky Park

Location: Stotzky Park –Columbus Avenue, Riverhead.

Bring your bike & helmet & get ready for some fun!

Soccer— Coed boys & girls ages 4-12 (*As of July 31st of current year*)

Registration— Starts Mid June / Deadline July 31.

Season: Mid September– Mid November.

8 Saturday Games (Stotzky) & Practice 1x per weekday (Riley Ave).

-*Online Registration @ RiverheadRecreation.com or*

-*Mail Paper Registration & Payment.*

Visit <http://www.townofriverheadny.gov>, Local Links, Hot Links, scroll down to PAL information, print paper registration and mail with check payment OR Register at PAL Office, 210 Howell Avenue, Riverhead. 631-727-3200 x273. Registrations are in the vestibule for all sports currently registering. Check your child's backpack for current registration flyers that are sent home from school

Call for Family Recipes!



We are looking for your most delicious, time-honored family recipes.

Whether it's Grandma's famous pasta sauce, Uncle Joe's BBQ ribs, or Dad's breakfast omelet--if your family loves it, we want you to share it! Send us as many recipes as you'd like, and be sure to include the following information with your submission. Our staff will cook and taste a new recipe each week, with occasional blog posts and photos, pick our favorites, and then publish them in our very first Community Cookbook, available for sale to the public.

Your name:

Your recipe's name: (be creative!)

Which family member originally created this recipe:

For what occasion/holiday does your family usually make this recipe:

Do you have a favorite story that accompanies this recipe?: (e.g., that one Thanksgiving where someone almost burned the house down making it...)

Any photos of your family enjoying this meal?

Please email your submission in a Word document to Danielle Doll: dold@townofriverheadny.gov. Please send any accompanying photos as jpegs.

You can also bring your recipe/photo submission to the Riverhead Senior Center: 60 Shade Tree Lane in Aquebogue.

*Check out page 57 for details about our family cooking competition





Riverhead Recreation

YOUTH BIRTHDAY PARTY PROGRAM

The Riverhead Recreation Department is now offering a Birthday Party Program! Rent a room in one of our local facilities for an all-inclusive celebration. Pick your theme: active games, dance party, arts and crafts, zoo animals and your color scheme!

Parties Include:

- Rental of the facility (TAG Building/GYCC)
- A birthday party host and additional serving staff
- Themed decorations, paper goods, utensils, and (2) pizzas.
 - Cake for an additional \$25.00/

Extra pizzas for an additional \$10.00 each

Parties can accommodate up to 20 children.

Base party cost is \$175.00, and party times are available on the weekends at the GYCC and the TAG building @ Stotzky Park

For more information, call 631-722-4444

or visit us on the web at www.riverheadrecreation.net.





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Fax: 631-722-8761
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8:00am-4:30pm

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TOWN OF RIVERHEAD

Resolution # 284

AUTHORIZES THE SELLING OF THE ANNUAL BEACH PERMITS BY ANGELO'S DELI, BAITES AND WARREN'S TACKLE CENTER

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Hubbard

WHEREAS, Angelo's Deli, located at 737 Hulse Landing Rd, Wading River, NY 11792 and Warren's Tackle Center, located at 548 Main Road, Aquebogue, NY 11931 request to sell daily non-resident beach permits at their facilities from April 24, 2017 through November 15, 2017 without any reimbursement or services being charged.

BE IT FURTHER RESOLVED, the Town Board of Riverhead hereby authorizes Angelo's Deli, and Warren's Tackle Center Deli to sell daily non-resident beach permits at prices set by the Riverhead Recreation Department.

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 285

**AUTHORIZES THE SUPERVISOR TO EXECUTE AN AGREEMENT WITH
D & B ENGINEERS AND ARCHITECTS, P.C.**

Councilman Hubbard offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, the Town of Riverhead is desirous of retaining the services of an engineering and consultant firm for professional engineering, consulting and technical services in connection with administration of a portion of the Town's storm water management program, specifically storm water pollution prevention plan review regarding construction activities; and

WHEREAS, D & B Engineers and Architects, P.C., is ready, willing and able to provide such services as desired by the Town of Riverhead pursuant to a fee schedule delineated in the attached proposed agreement.

NOW THEREFORE BE IT RESOLVED, that the Supervisor is hereby authorized to execute the attached Agreement in substantially the same form as annexed hereto with D & B Engineers and Architects, P.C., regarding storm water pollution prevention plan review services regarding construction activities pursuant to a fee schedule delineated in the attached proposed agreement; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Meredith Byers, Associate, D & B Engineers and Architects, P.C., 330 Crossways Park Drive, Woodbury, New York, 11797; Drew Dillingham, Town Engineering Department; Bill Rothaar, Town Financial Administrator; and the Office of the Town Attorney; and be it further

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

CONSULTANT/PROFESSIONAL SERVICES AGREEMENT

THE TOWN OF RIVERHEAD

AND

D & B ENGINEERS AND ARCHITECTS, P.C.

AGREEMENT made this 18th day of April, 2017, between the TOWN OF RIVERHEAD, with its principal offices at 200 Howell Avenue, Riverhead, New York, 11901, (hereinafter referred to as "Town"), and D & B ENGINEERS AND ARCHITECTS, P.C., with principal offices at 330 Crossways Park Drive, Woodbury, New York 11797 (hereinafter referred to as "Engineer/Consultant").

WITNESSETH:

WHEREAS, pursuant to Town Board Resolution no. 824-2012, dated October 16, 2012, the Town of Riverhead was desirous of retaining the services of the Engineer/Consultant for professional engineering, consulting and technical assistance in connection with administration of a portion of the Town's Storm Water Management Program, specifically storm water pollution prevention plan review, and with services set forth herein which will also be delineated in a Town Requisition/Purchase Order or Scope of Work as approved in writing by the Town (herein referred to as "RPO" or "Scope of Work").

NOW, THEREFORE, in consideration of the covenants and agreements herein contained, to be performed by the parties hereto, and of the payments hereinafter agreed to be made, it is mutually agreed as follows:

1. **TERM OF AGREEMENT**

The term of this Agreement shall be effective and shall be deemed to have commenced on January 1, 2017, and terminating on December 31, 2017. This Agreement may be renewed, on the same terms and conditions, for a one year period as required for the completion of professional services as authorized pursuant to written

consent of all parties.

2. SCOPE OF SERVICES

The Engineer/ Consultant shall provide all required engineering, consultant and technical services ON A NON-EXCLUSIVE BASIS, in connection with a portion of the Town's Storm Water Management Program, specifically storm water pollution prevention plan review, for those construction activities requiring same, as follows, and as will be set forth in an RPO or authorized Scope of Work:

A. The Engineer/Consultant shall undertake review of subject storm water pollution prevention plans upon receipt from the Town Engineer/Storm Water Management Officer and render appropriate and necessary directives concerning same. Services shall include, but not be limited to:

Project management; attendance at all meetings including individual departments; providing all necessary information; analyses; data; investigation; reports; correspondence; support documentation; recommendations; preliminary reports and/or design; final reports and/or final design; clarifications, interpretations and review and analysis of bid submissions, if applicable; construction supervision and status reports of construction; drawings and reports in electronic form such as CADD and word processing; and providing technical assistance and qualified technical personnel for supplementation of Town departmental staffs when required. Engineer/Consultant shall provide its services in a timely manner.

B. Engineer/Consultant warrants, represents, agrees and declares that Engineer/ Consultant and its subordinates possesses the education, knowledge, training and experience to administer and implement a portion of the Town's Storm Water Management Program, specifically storm water pollution prevention plan review, processing and implementation, pursuant to the Town of Riverhead's statutory and legal obligations as contained in the Federal Clean Water Act, section 402, et seq.; Article 17, Titles 7, 8 and Article 70 of the NYS Environmental Conservation Law; New York's State Pollutant

Discharge Elimination System (SPDES), as authorized pursuant to Permit No. GP-0-15-003, effective May 1, 2015 (and second modification effective January 13, 2016), expiration April 30, 2017, and any subsequent amendments thereto; and Riverhead Town Code Chapter 275, Art. I and Art. II, and sections 108-95 and 108-129.

Engineer/Consultant acknowledges, agrees and understands that the Town has relied on Engineer/Consultant's representations contained within this paragraph in awarding this Agreement to Engineer/Consultant.

C. The Town shall have the right to modify the services, specifications and time delivery requirements specified in the RPO or specified in the authorized Scope of Work submission, including any timeframe set forth in any Schedule, subject to reasonable notice to Engineer/Consultant.

D. Engineer /Consultant further represents, warrants and agrees that Engineer/Consultant has read, is fully familiar with, and agrees to implement Stormwater Pollution Prevention Plan review in compliance with the following documents which are material terms of this Agreement, and acknowledged by all parties to have been previously provided in the original agreement dated October 16, 2012, and incorporated by reference as if recited in their entirety herein:

- 1) Schedule 1: Storm Water Pollution Prevention Plan Review Instructions
- 2) Schedule 2: Compliance Inspection Review Procedure
- 3) Schedule 3: Storm Water Management Plan Preparation and Review Checklist
- 4) Schedule 4: Erosion and Sediment Control Plan Review Checklist

E. All project schedules and deadlines, as established and accepted by the Town, shall set forth in specificity the dates, task components, timeframes and deliverable dates of completion, for each specific component of the project.

F. At the request of Town personnel, the Engineer/Consultant shall submit a project proposal detailing the scope of services to be provided, the milestones and dates for

completion, the maximum estimated cost of the services provided for the project at an authorized hourly rate pursuant to an approved RPO or written statement as to the maximum fee for a specific project (lump sum) including milestones or portions thereof pursuant to an approved RPO. No work is to be undertaken by the Engineer/Consultant until the Engineer/Consultant receives a fully executed Professional Services Requisition Form approved by the Engineering Department, the Finance Department and the Deputy Supervisor.

3. PROFESSIONAL SERVICES

A. The Engineer/Consultant and Town agree that William D. Merklin, P.E., an employee with Engineer/Consultant shall be the individual directly performing or directly providing supervision and overseeing the scope of services. At the request of the Town, the Engineer/Consultant shall submit a list of other technical personnel providing services in connection with the project.

B. The Engineer/Consultant warrants and represents that the final product will substantially conform and be performed in accordance with the services identified in the RPO or approved Scope of Work to the satisfaction of the Town. The Engineer/Consultant agrees to correct or replace, within the timeframe established herein by the Town, at its own expense without any cost to the Town, upon written notice, any final product, or portion thereof, that does not conform to the specifications ("substandard services"). If the Town has paid Engineer/ Consultant for any task or portion thereof, then Engineer/Consultant shall perform such corrective services at its own expense. Should the Engineer/Consultant be unable to cure/correct the deficiencies or render any project or portion thereof suitable for the Town's purpose, herein defect, within the timeframe established, not to exceed ten (10) days or additional time as may be authorized by the Engineering Department in writing, or if the Town is unable to utilize any portion of the project deliverable as presented, then the Town may terminate this Agreement and be entitled to receive a refund of the monies paid regarding the project deliverable(s) within thirty (30) days.

C. The Engineer/Consultant shall not be liable to the Town for any damages arising from the substandard services or defects without being given a reasonable opportunity to correct the substandard services or defects in accordance with the above paragraph. However, the failure to cure any substandard service or defect may result in the Town taking further action consistent with this Agreement and/or pursuant to applicable statutory authority.

D. The Engineer/Consultant agrees to report on a regular basis, and as often as necessary, to appropriate Town personnel, for each particular project as requested. Any work completed for each project deliverable shall be subject to the approval and to the satisfaction of the Town Engineer/Stormwater Management Officer, Town Attorney or designee and the Town Board of the Town of Riverhead.

E. The Town shall be deemed to be the owner and have all of the right, title and ownership of any and all of the proprietary rights, copyrights for any and all work performed and work product, for each particular project. Said work product shall be deemed to include, but not be limited to, all documentation developed or pertaining to the project, including the Engineer's/Consultant's preliminary, intermediate and final designs, plans and reports, specifications, bidding documents, bid proposal documents; all drawings including as built-drawings, analysis, designs, plans, and specifications. Drawings and reports in electronic media form such as CADD and word processing shall be included.

F. The Engineer/Consultant warrants and represents that it has secured legally sufficient and appropriate permission, including but not limited to licensing rights, as to any and all work to be performed pursuant to this Agreement.

G. In connection with the services under this Agreement, if Suffolk County Real Property Parcel Data is required, the Engineer/Consultant must provide to the Town, as required, an executed Sub-license Agreement between the Town, Suffolk County Real Property and the Engineer/Consultant authorizing the Engineer's/Consultant's use of Tax Maps and Product/data known as Suffolk County Real Property's Geographic Information

System (GIS Basemap). The Engineer's/Consultant's use of the GIS Basemap shall be in full compliance with the terms and conditions of the Sub-license Agreement and the License Agreement between the Town and Suffolk County. Prior to utilizing the GIS Basemap, the Engineer/Consultant shall be required to identify and notify, in writing, the Town of Riverhead and Suffolk County Real Property Tax Service Agency, as set forth below, of the project and scope of work that requires the Engineer's/Consultant's use of the GIS Basemap. Written notification to the Town shall be to the attention of the Town Engineer and written notification to Suffolk County shall be as follows:

Penny Wells LaValle, Director
Suffolk County Real Property Tax Service Agency
300 Center Drive
Riverhead, New York 11901-3398

Failure to provide the required written notification shall be a violation of this Agreement.

H. The Engineer/Consultant shall hold in confidence and not use or disclose to others any confidential or proprietary information of Town which is disclosed to Engineer/Consultant, including but not limited to any data, information, plans, programs, processes, costs, or operations of Town, provided, however, that such obligations hereunder shall not apply if such information (a) is available to the general public or (b) is required to be disclosed pursuant to law, court order or subpoena.

I. The Engineer/Consultant warrants and represents that any and all work done pursuant to this Agreement is that of the Engineer/Consultant, and not that of any other consultant. The Engineer/Consultant must receive written approval from the Town before engaging special consultants or any other professional services. Special consultants, as authorized by the Town, shall be retained for a particular specialized portion of a project and services performed by the special consultant will be under the direct supervision of the identified person in paragraph A above. All provisions of this Agreement including but not limited to wage rates and insurance requirements shall apply to approved special consultants. Any approved special consultants shall be paid directly by

Engineer/Consultant and shall not constitute an additional cost to the Town unless agreed to in writing.

J. The Engineer/Consultant warrants and represents that any and all work performed by said Engineer/Consultant, and the approved special consultants for the project will be fit for the particular purpose of said project and shall possess the necessary skill and knowledge to perform the services. Furthermore, Engineer/Consultant realizes and acknowledges that the Town is relying upon Engineer/Consultant's skill, expertise and professional Judgment in the performance of said services, work, and that the services, work will be specific to the Town's needs and intended use.

4. CONTRACTUAL RESTRICTIONS

The Engineer/Consultant retained by the Town of Riverhead for services in connection with the review of storm water pollution prevention plans shall be prohibited from performing any work or services for any entity, individual, property owner or other involved governmental agency which may reasonably relate to the subject matter of the Engineer's/Consultant's report. This prohibition shall be for a period of two (2) years, which shall commence upon any action taken by the Town as a result of the Engineer's/Consultant's recommendations. The Engineer/Consultant shall disclose in writing any and all entities, individuals, property owners or other governmental agencies for which the Engineer is currently providing or has previously provided services, which involve the subject of the report.

5. PAYMENT

A. No work is to be undertaken by Engineer/Consultant until Engineer/Consultant receives a fully executed Professional Service Requisition Form approved by the Town Engineer/Storm Water Management Officer, the Finance Department and the Deputy Supervisor.

B. The Town shall pay the Engineer/Consultant the following fee for the services described in the approved PSR or authorized Scope of Work upon the Town's acceptance of

the work, on either a specific project, task/milestone, basis (lump sum basis) or an hourly rate as set forth below.

C. Where the Professional Services Requisition (PSR) sets forth specific amounts for either a project or for milestones or portions of a project, upon acceptance of the services provided, the Engineer shall be paid the lower amount of either:

- 1) The specific amount for that project or milestone/portion of the project as set forth in the PSR; or
- 2) The hourly billable rate for the project or milestone /portion of the project (which hourly billable rate shall not exceed the amounts set forth in subparagraph 5. E. below). The Engineer/Consultant shall set forth the estimated maximum billable hours for each project or milestone/portion of the project as determined by the Town to be reasonable and as stated in the PSR.
- 3) In no event shall the amount for the specific project, including milestones/portions thereof, exceed the amount set forth in the approved PSR.

D. The Engineer/Consultant shall be paid for storm water pollution prevention plan (SWPPP) review from initial application through post-construction management practice, as authorized and directed by the Town, as follows:

E. The Engineer/Consultant shall set forth in Schedule 5 each employee's name, title and billable rate as of January 1, 2017, which shall remain in effect for the entire term of this contract. Schedule 5 may be amended to add additional employees at the billable rates established for the various titles within Schedule 5. The hourly rates shall not exceed the following:

- 1) For William D. Merklin, P.E., the billable rate shall be \$175.00 per hour for the term of this Agreement.
- 2) For any other engineer or site inspection by any party (including but not limited to Steven Cabrera, Meredith Byers, Raul Cotilla, Steven Feihel, Fabrice Fantal, Kurt Dirr, Elizabeth Smith, and Timothy D'Agostino),

the billable rate shall be \$115.00 per hour for the term of this Agreement.

However, commute time to and from the inspection site shall be a non-billable cost.

F. The approved fee paid shall include the preparation and submission to the Town of all required documents to the Town including but not limited to the documents specified in section 2(D) above.

1) Non-billable costs shall include, but not be limited to, commute time to and from any inspection site or Town facility/property, secretarial services, drafting supplies, stenographic supplies, photocopy costs, postage (including express delivery services except where requested and authorized by the Town), typing and word processing costs, all other administrative costs and travel expenses to and from the project site(s) or Town Hall or other locations anticipated in the routine day-to-day accomplishment and completion of the assigned tasks and/or Projects.

G. Engineer/Consultant may be additionally reimbursed for reasonable, unforeseeable costs upon written approval of the Town.

H. The records and files of the Engineer /Consultant pertaining to this contract shall be subject to audit by the Town.

I. Requests for payment for professional services under this contract shall be submitted by the Engineer/Consultant on a Task completion basis no later than thirty (30) days from the calendar month being billed; e.g., Tasks completed in January shall be submitted no later than February. Requests for payment shall be in the form required by the Financial Administrator including, but not limited to, supporting backup material containing employees names, titles, dates and number of hours worked and brief description of the work performed. Failure to submit the requests for payments within sixty (60) days of completion may result in the Town denying payment. The Town shall render payment to Engineer/Consultant within sixty (60) days of receipt of said statement

by the Town subject to receipt of all required, proper and appropriate documentation.

J. Invoices for services and reimbursable expenses shall contain the following statement signed by Consultant or an officer or duly authorized representative: "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.

6. INSURANCE

The Engineer/Consultant shall procure and maintain at its own cost and expense professional errors and omissions insurance and such public liability and other insurance as will protect the Town, its officers, employees and the people of the Town of Riverhead from any claim or claims for damages to property and for bodily injury and personal injury, including death, which may arise from or relate to the terms and conditions of this agreement. Said policies or certificates of insurance shall be delivered to the Town with full premiums paid, and shall be subject to the approval of the Town Attorney for adequacy and form of protection. Said policies and certificates (other than the professional errors and omissions insurance) shall name the Town of Riverhead, the Town Board, and its officers as additional insureds.

The insurance provided shall include the following:

- 1) Comprehensive general liability on an occurrence basis:
 - a) General aggregate - \$4,000,000.00
 - b) Products completed, operations aggregate - \$2,000,000
 - c) Personal and advertising injury - \$2,000,000.00
 - d) Each occurrence - \$2,000,000.00
 - e) Fire damage - \$50,000.00

f) Medical expense (any one person) \$5,000.00

The foregoing aggregate limits shall apply on a per project basis.

2) Automobile liability:

a) Any auto coverage - \$1,000,000.00

b) Hired autos - \$1,000,000.00

c) Non-owned auto coverage - \$1,000,000.00

3) Workers' Compensation Insurance and Employer Liability

a) Each accident - \$100,000.00

b) Disease - policy limit \$500,000.00

c) Disease - each employee \$100,000.00

4) Disability Benefits - Liability (Statutory requirements)

5) Professional Errors and Omissions Insurance coverage of not less than \$1,000,000.00 per claim and \$2,000,000.00 annual aggregate.

And/or

6) Excess Umbrella Liability Insurance Coverage addressing the above policy limits subject to approval of the Town.

The Town may modify the insurance requirements, prior to the commencement of services, if the Engineer/Consultant can demonstrate that the scope of services to be performed does not warrant such coverage. The Town Attorney of the Town of Riverhead shall be the stipulated recipient of said Certificate of Insurance. Insurance certificates shall be subject to the review and approval of the Town's Insurance Manager. It shall be further stipulated thereon that the Town Attorney of the Town of Riverhead shall be given at least thirty (30) days notice of cancellation of said coverage, which shall be remitted to the Town Attorney, 200 Howell Avenue, Riverhead, New York 11901. In the event that Engineer/Consultant's insurance covers the actions of its special consultants, those special consultants will not be required to meet the insurance requirements of this Agreement, otherwise special consultants shall be required to provide insurance at the policy limits

specified above.

7. INDEMNIFICATION

The Engineer/Consultant expressly agrees that it shall protect, defend, pay, indemnify and hold harmless, the Town of Riverhead, its officers, employees, agents, servants, and/or independent contractors, from and against any and all claims, actions, suits, arbitrations, judgments and/or executions, including appeals, plus attorneys' fees, for any act or failure to act or liability of Engineer/ Consultant, its employees, officers, servants, agents and/or subcontractors arising as a result of the negligent performance of work under this Agreement, which shall be deemed to include but not be limited to bodily injury, personal injury, wrongful death, property damages, any and all professional errors and omissions, and any matters pertaining to royalties, licensing, patent infringement, and/or copyright infringement. This provision shall be deemed effective when the Engineer/Consultant first performs the work for the Town, and shall survive the termination, expiration and/or renewals of this Agreement until the latter of either the running of the applicable statute of limitations, or the final resolution of any outstanding claims, actions, suits, liens, judgments and/or executions. As applicable, the Engineer/ Consultant shall defend, indemnify, and hold the Town harmless from claim or damage arising out of (i) the lack of right or authority to use the Software, or (ii) infringement of any U.S. copyright, trade secret, or patent known to Engineer/Consultants a result of the use of any Software; the Town shall notify the Engineer/Consultant in writing of any such suit or claim, and that Engineer/Consultant shall further defend, compromise, or settle same. Engineer/Consultant will indemnify and hold Town harmless from and against any and all claims, damages, liabilities, losses, judgments, costs and expenses (including without limitation reasonable attorneys' fees) occasioned by or arising out of any claim by any third party that the configuration of the software products as used by Engineer/Consultant or any services provided by Engineer/Consultant infringe or violate any patent or copyright, trade

mark, trade secret, confidential information, know-how, trade secrets, moral rights, contract or subscription rights, confidential and proprietary information protected under the contract or otherwise under law, trade names, domain names, trade dress, logos, animated characters, trademarks, services marks and other similar rights or interest in intellectual or industrial property or infringement or other party intellectual or claims or royalties, licensing, patent infringement or similar intellectual property right of any third party. This provision shall be deemed to take effect when Engineer/Consultant first performs work for the Town, and shall be deemed to survive the termination, expiration, and/or renewals of this Agreement until the latter of either the running of the applicable statute of limitations, or the final resolution of any outstanding claims, actions, suits, liens, judgments and/or executions. Engineer/Consultant agrees that the Town may use counsel of its own choosing regarding indemnification.

8. NOTICES

Any notice given under this Agreement shall be deemed given upon receipt when sent by overnight mail or certified mail, return receipt requested, to the following addresses:

TOWN OF RIVERHEAD
200 Howell Avenue
Riverhead, New York 11901
Att: Riverhead Town Attorney

D & B ENGINEERS AND ARCHITECTS, P.C.
330 Crossways Park Drive
Woodbury, New York 11797
Attn: William D. Merklin, P.E.

and such other Town departments or individuals that the Town of Riverhead subsequently designates in writing to receive notice in addition to the Town Attorney.

9. ADDITIONAL RESPONSIBILITIES

A. Engineer/Consultant shall comply with all Federal, State, County and Town statutes, laws, ordinances, codes, rules and/or regulations which pertain to Engineer/Consultant's work under this Agreement.

B. Engineer/Consultant further warrants and represents that it has secured legally sufficient and appropriate permission, including but not limited to licensing rights, as to any and all work to be performed pursuant to this Agreement. Engineer/Consultant shall obtain all necessary permits and approvals on behalf of the Town as required pursuant to Federal, State, County and Local Laws in connection with all work under this Agreement. Upon Town direction, it shall be an additional responsibility of the Engineer/Consultant to inspect the applicant/developer's site, post-construction, and/or undertake any Town-directed bonding, payment, or maintenance agreement facilitation and/or recording.

10. TERMINATION

Either party may terminate this Agreement at any time for any reason, with or without cause. In the event of termination the Town shall only be obligated to pay Engineer/Consultant for the services completed prior to the date of the receipt by Engineer/Consultant of the notice of termination. Notice shall be given in accordance with the Notice provision of this Agreement. In the event that this Agreement is terminated, the Engineer/Consultant shall immediately provide the Town with all documents, including but not limited to any documentation, reports, analysis or data for the milestones and/or project and make any required revisions, if any, of the tasks/milestones or projects currently being addressed. Upon the Town accepting the tasks/milestones and/or project documents, the Town shall render payment to Engineer/Consultant for the services provided and accepted by the Town.

11. MISCELLANEOUS

A. This Agreement shall be deemed personal and shall be non-assignable by either party. Furthermore, this Agreement is solely for the benefit of the parties hereto, and not for the benefit of any third parties. No persons other than the parties hereto shall have a right to sue, or claim any rights under this Agreement.

B. If any term, provision, or portion of any provision of this Agreement shall be

deemed illegal, invalid and/or non-enforceable, the remainder of this Agreement shall be deemed to remain valid and shall be enforced to the fullest extent permitted by law.

C. The Engineer/Consultant agrees that this Agreement shall not be pledged, hypothecated or used as security for a loan.

D. Any waiver by the Town of any term, condition, covenant and/or provision of this Agreement shall not be deemed as a waiver at any time thereafter of the same or any other term, condition, covenant and/or provision of this Agreement. Moreover, a failure by the Town to assert any right or privilege shall not be deemed a waiver or relinquishment thereof. Except as otherwise expressly provided herein, any rights and powers of the Town shall be deemed cumulative, and no one of them shall be deemed exclusive of any other remedy provided by law, and exercise of any one, shall not impair the right to exercise the other.

E. This Agreement shall be construed pursuant to the laws of the State of New York and any action or proceeding shall be commenced in the County of Suffolk.

F. In the event of a conflict between the terms of this Agreement and the PSR or approved Scope of Work, the terms of this Agreement shall control.

G. Each and every provision of law and clause required by law to be inserted in this Agreement, shall be deemed to be inserted herein.

H. The foregoing Agreement embodies the entire Agreement between the parties with respect to the subject matter stipulated herein. It shall not be changed or modified, except in writing, and executed by both parties.

IN WITNESS WHEREOF, this Agreement shall be effective as of the date last written below.

D & B ENGINEERS AND ARCHITECTS, P.C.

By: _____
William D. Merklin, P. E., Senior Vice-President

Date: _____

TOWN OF RIVERHEAD

By: _____
Sean M. Walter, Town Supervisor

Date: _____

STATE OF NEW YORK)

) SS:

COUNTY OF NASSAU)

On the ____ day of _____, 2017, before me, the undersigned, a Notary Public in the State of New York, personally appeared William D. Merklin, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity and that by his/her signature on the Instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)

) SS:

COUNTY OF SUFFOLK)

On the ____ day of _____, 2017, before me, the undersigned, a Notary Public in the State of New York, personally appeared Sean M. Walter, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity and that by his/her signature on the Instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

TOWN OF RIVERHEAD

Resolution # 286

AUTHORIZES THE SUPERVISOR TO EXECUTE AN ADDENDUM TO AGREEMENT WITH L.K. MCLEAN ASSOCIATES, INC. FOR SURVEY OF EPCAL BICYCLE PATH

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Town Board of the Town of Riverhead authorized the issuance of a Request for Proposals for a Boundary & Topographic Study for Reuse and Revitalization of the Former Naval Weapons Industrial Reserve Plant (“NWIRP/EPCAL”) by Resolution #398 adopted on May 18, 2011; and

WHEREAS, the Town Board and VHB Engineering, Surveying and Landscape did compare and evaluate each proposal based on the totality of the bidder’s presentation in regard to performing all necessary work required to prepare, complete and present a Boundary & Topographic Study necessary for the development of a Reuse & Revitalization for reuse of the former Naval Weapons Industrial Reserve Plant (“NWIRP/EPCAL”), including subdivision of the EPCAL property, and determined that it is in the best interests of the Town of Riverhead to award L.K. McLean Associates, Inc. the contract; and

WHEREAS, by Resolution #639 adopted on August 16, 2011, the Town Board authorized the Supervisor to execute an agreement with L.K. McLean Associates, Inc. to prepare Boundary & Topographic Study for reuse and revitalization of EPCAL; and

WHEREAS, now, the Town of Riverhead desires a survey with metes and bounds description of that portion of the EPCAL recreation bicycle path which is the subject of a grant/capital project funding through the Suffolk County Department of Economic Development & Planning (note, additional grant funding through the New York State Environmental Protection Fund and the New York State Dormitory Authority has been secured for other portions of the EPCAL recreation bicycle path; and

WHEREAS, in compliance with the Procurement Policy and General Municipal Law §103, a request for proposal and/or quotation shall not be required for a contract for professional services subject to resolution of the Town Board; and

WHEREAS, L.K. McLean Associates, Inc. has the expertise to provide such service and is fully familiar with the property having prepared the boundary and topographic study that serves as the basis of the subdivision plan; and

WHEREAS, the Town Board desires to amend the Professional Services Agreement with L.K. McLean Associates, Inc. to include services required to provide the metes and bounds for the EPCAL recreation bicycle trail subject of a grant/capital project funding through the Suffolk County Department of Economic Development & Planning in AutoCad; and

NOW THEREFORE BE IT RESOLVED, that the Town Board authorizes the Supervisor to execute an Addendum to Professional Services agreement with L.K. McLean Associates, Inc. in substantially the same form annexed hereto, to include services required to survey the EPCAL recreational bicycle path for an additional fee not to exceed \$2,500.00; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to L.K. McLean Associates, P.C., Attn. Daniel P. Jedlicka, 437 South Country Road, Brookhaven, NY 11719; 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 ABSENT

The Resolution Was Thereupon Duly Declared Adopted

**ADDENDUM TO
CONSULTANT/PROFESSIONAL SERVICES AGREEMENT**

This Agreement made the _____ day of April, 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 L.K. McLean Associates, P.C., a corporation existing under the laws of the State of New York with a principal place of business at 437 South Country Road, Brookhaven, NY 11719 (hereinafter referred to as "CONSULTANT").

WHEREAS, the Town Board of the Town of Riverhead authorized the issuance of a Request for Proposals for a Boundary & Topographic Study for Reuse and Revitalization of the Former Naval Weapons Industrial Reserve Plant ("NWIRP/EPCAL") by Resolution #398 adopted on May 18, 2011; and

WHEREAS, the Town Board and VHB Engineering, Surveying and Landscape did compare and evaluate each proposal based on the totality of the bidder's presentation in regard to performing all necessary work required to prepare, complete and present a Boundary & Topographic Study necessary for the development of a Reuse & Revitalization for reuse of the former Naval Weapons Industrial Reserve Plant ("NWIRP/EPCAL"), including subdivision of the EPCAL property, and determined that it is in the best interests of the Town of Riverhead to award L.K. McLean Associates, P.C. the contract; and

WHEREAS, by Resolution #639 adopted on August 16, 2011, the Town Board authorized the Supervisor to execute an agreement with L.K. McLean Associates, P.C. to prepare Boundary & Topographic Study for reuse and revitalization of EPCAL; and

WHEREAS, now, the Town of Riverhead desires a survey with metes and bounds description of that portion of the EPCAL recreation bicycle path which is the subject of a grant/capital project funding through the Suffolk County Department of Economic Development & Planning (note, additional grant funding through the New York State Environmental Protection Fund and the New York State Dormitory Authority has been secured for other portions of the EPCAL recreation bicycle path; and

WHEREAS, in compliance with the Procurement Policy and General Municipal Law §103, a request for proposal and/or quotation shall not be required for a contract for professional services subject to resolution of the Town Board; and

WHEREAS, L.K. McLean Associates, Inc. has the expertise to provide such service and is fully familiar with the property having prepared the boundary and topographic study that serves as the basis of the subdivision plan; and

WHEREAS, the Town Board desires to amend the Professional Services Agreement with L.K. McLean Associates, Inc. to include services required to provide the metes and bounds for the EPCAL recreation bicycle trail subject of a grant/capital project funding through the Suffolk County Department of Economic Development & Planning in AutoCad; and

NOW THEREFORE and in consideration of the mutual promises herein contained, the TOWN and CONSULTANT agree as follows:

The CONSULTANT and TOWN agree that all terms of the original Agreement entered into on or about August 2011 shall remain in full force and effect, except that it is hereby amended to include professional survey services required to provide the metes and bounds for the EPCAL recreation bicycle trail subject of a grant/capital project funding through the Suffolk County Department of Economic Development & Planning in AutoCad for an additional fee not to exceed \$2,500.00 (see Schedule "A" of Addendum/Cost Proposal). CONSULTANT agrees that CONSULTANT shall not seek additional compensation above the amount identified in Schedule "A" referred to above, unless authorized in writing as provided in Section 9 of the original Professional Services Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum to the original Professional Services Agreement dated August 2011 as of the date first above written.

TOWN OF RIVERHEAD

L.K. McLEAN ASSOCIATES, P.C.

By: Sean Walter, Supervisor

By: Daniel P. Jedlicka, P.L.S.,
Vice President

TOWN OF RIVERHEAD

Resolution # 287

**AUTHORIZES THE SUPERVISOR TO EXECUTE AN AGREEMENT
AUTHORIZING THE TOWN TO ACCEPT FUNDS FROM SUFFOLK COUNTY OFFICE
FOR THE AGING TO SUPPLEMENT THE TOWN'S RESIDENTIAL REPAIR
PROGRAM FOR THE ELDERLY**

Councilman Wooten offered the following resolution,

which was seconded by Councilwoman Giglio

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

WHEREAS, the Senior Citizen Department wishes to supplement its residential repair program for the elderly residents of the Riverhead community; and

WHEREAS, Suffolk County Office for the Aging is interested in defraying a portion of the residential repair program costs incurred by the Senior Citizen Department.

NOW THEREFORE BE IT RESOLVED, that the Supervisor is hereby authorized to execute the attached agreement authorizing the Town of Riverhead to accept funds from Suffolk County Office for the Aging for the purpose of supplementing the budget of the Town's residential repair program for the elderly residents of Riverhead in an amount not to exceed \$26,263.00 for 2017; 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 ABSENT

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, 100 Veterans Memorial Highway, 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 to provide a Residential Repair Program for the Elderly ("the Services") as set forth in Article I, entitled "Description of Services."

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

Units of Service: 820 Units of Residential Repair
300 Unduplicated Served

Total Cost of the Contract: Shall not exceed \$26,263.00, to be paid as set forth in Articles V and VI, attached.

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

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

Town of Riverhead

County of Suffolk

By: _____
Sean M. Walter
Supervisor
Fed. Tax ID #: 11-6001935
Date _____

By: _____
Dennis M. Cohen
Chief Deputy County Executive
Date _____

**Approved:
Department**

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

Recommended:

By: _____
Linda Halliday
Community Organization Specialist
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.

Name _____ Date _____

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

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



0044351

List of Articles

Article I

Description of Services

1. Conflicting Provisions
2. Federal CFDA Subrecipient Requirements
3. Services

Article II

Definitions

1. Meanings of Terms
2. Elements of Interpretation

Article III

General Terms and Conditions

1. Contractor Responsibilities
 - a. Duties and Obligations
 - b. Qualifications, Licenses, and Professional Standards
 - c. Notifications
 - d. Documentation of Professional Standards
 - e. Credentialing
 - f. Engineering Certificate
2. Termination
 - a. Thirty Days Termination
 - b. Event of Default; Termination on Notice
 - c. Termination Notice
 - d. Duties upon Termination
3. Indemnification and Defense
4. Insurance
5. Independent Contractor
6. Severability
7. Merger; No Oral Changes
8. Set-Off Rights
9. Non-Discrimination in Services
10. Nonsectarian Non Partisan Declaration
11. Governing Law
12. No Waiver
13. Conflicts of Interest
14. Cooperation on Claims
15. Confidentiality
16. Assignment and Subcontracting
17. Changes to Contractor
18. No Intended Third Party Beneficiaries
19. Certification as to Relationships
20. Publications

21. Copyrights and Patents
 - a. Copyrights
 - b. Patents
22. Arrears to County
23. Lawful Hiring of Employees Law in Connection with Contracts for Construction or Future Construction
24. Certification Regarding Lobbying
25. Record Retention
26. Contract Agency Performance Measures and Reporting Requirements - Local Law No. 41-2013
27. Notice

Article IV

Suffolk County Legislative Requirements

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

Article V

General Fiscal Terms and Conditions

1. General Payment Terms
 - a. Presentation of Suffolk County Payment Voucher
 - b. Voucher Documentation
 - c. Payment by County
 - d. Budget Modification
 - e. Budget and/or Services Revisions
 - f. Taxes
 - g. Final Voucher
2. Subject to Appropriation of Funds
3. Personnel Salaries, Pension and Employee Benefit Plans, Rules and Procedures
4. Accounting Procedures
5. Audit of Financial Statements
6. Financial Statements and Audit Requirements
7. Furniture, Fixtures, Equipment, Materials, Supplies
 - a. Purchases, Rentals or Leases Requiring Prior Approval
 - b. Purchase Practices/Proprietary Interest of County

- c. County's Right to Take Title and Possession
- d. Inventory Records, Controls and Reports
- e. Protection of Property in Contractor's Custody
- f. Disposition of Property in Contractor's Custody
- 8. Lease or Rental Agreements
- 9. Statement of Other Contracts
- 10. Miscellaneous Fiscal Terms and Conditions
 - a. Limit of County's Obligations
 - b. Duplicate Payment from Other Sources
 - c. Funding Identification
 - d. Outside Funding for Non-County Funded Activities
 - e. Potential Revenue
 - f. Payments Contingent upon State/Federal Funding
 - g. Denial of Aid
 - h. Budget
 - i. Payment of Claims
 - j. Payments Limited to Actual Net Expenditures
 - k. Travel, Conference, and Meeting Attendance: SOP A-07 Amendment 1
 - l. Salaries
 - m. Salary Increases
 - n. Contractor Vacancies
 - o. No Limitation On Rights
 - p. Comptroller's Rules and Regulations

Article VI
Budget

Exhibit 1
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 of the Contract to perform the Services for the Department; and

Whereas, the Services are provided pursuant to Title IIIB of the Older Americans Act, with a Catalog of Federal Assistance (“CFDA”) Number of 93.044 (hereinafter “the Grant”), information for which is set forth in Exhibit 1, entitled “Subrecipient Contract Documentation;” and

Whereas, the continuity of service delivery is considered to be in the best interest of the County and the elderly residents of Suffolk County for the best possible outcomes;

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 .
- 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 Requirement’s, Cost Principles, and Audit Requirements for Federal Awards” shall apply to the Contractor.
- c. To the extent that the 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 Requirement’s, 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 Contractor 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 Contract 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. Goals of the Program

The Residential Repair Program (“Program”) is to provide persons aged sixty (60) or over, who are in need, with minor repair and renovation assistance to remediate or upgrade substandard, unsuitable or unsafe housing, including, but not limited to, handicapped modifications or crime prevention modifications.

The Program provides the required labor and recipients pay for necessary supplies and materials.

Persons aged sixty (60) and over who are incapable of maintaining their homes because of illness, incapacity, handicap or absence of a caretaker relative are eligible to receive services.

4. General Terms and Conditions

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

- a. The Contractor may not impose a means test of eligibility. No income or asset information may be used to determine eligibility for service notwithstanding any other provisions of this Contract.
- b. The Contractor and all of their subcontractors shall adhere to the terms of the Department’s New York State (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 is to afford priority to servicing those elderly persons whom New York State has identified as the target population (minority, low-income, frail, and vulnerable) in accordance with paragraph 7 below.
- d. Persons eligible for or receiving the same or a similar service under another government-funded program are not eligible for this service. However, determination of eligibility must be done on an individual basis recognizing specific circumstances as they pertain to the person’s need.
- e. The Contractor may not charge any fees for services.

5. Administration

Overall administration of this program will be the responsibility of the Contractor. The Contractor or its designee will insure proper implementation and direction of the services, act as liaison between the Department and the actual recipients of service and insure accuracy and timeliness of submission of all reporting forms and expenditures.

6. Contractor’s Staff

- a. The Contractor shall employ adequate numbers of qualified staff, which may include volunteers, and supervisory personnel to meet all the specifications and responsibilities of the program in an orderly, punctual and reliable manner. 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 Department has the right to review and approve Contractor’s staff applicable to the Program.

- c. The provisions of this paragraph 5 are in addition to the provisions of Article V, paragraph 10, subparagraph n.

7. Coordination

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

8. Targeting and Outreach

- a. 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 one-hundred percent (100%) 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).
- iv. **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.
- v. **Vulnerable** — Persons with a deficit of social resources, those who are isolated socially, linguistically or geographically, and/or those affected by other environmental conditions including the following:
- a) Language barriers; Limited English Proficiency - Individuals who do not speak English as their primary language and who have a limited ability to read, write,

speak, or understand English may be limited English proficient, and may be eligible to receive language assistance with respect to a particular type of service, benefit, or encounter.

- b) Rural residence;
- c) Persons with disabilities;
- d) Institutionalized or at risk of institutionalization;
- e) Lesbian, gay, bisexual, transgender (LGBT) older adults;
- f) Low literacy;
- g) Older adult caregivers of children with developmental disabilities, mental illness, or other disabilities requiring a caretaker (e.g., traumatic brain injury);
- h) Homebound; and,
- i) Alzheimer's or other Dementia.

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

9. Equal Access

- a. The Contractor shall comply with requirements for equal access including language accessibility, nondiscrimination and concentration of services on target populations.
- b. The Contractor shall adopt staffing procedures which provide for services to be delivered in a language other than English in areas where a significant number of clients do not speak English as their principal language.
- c. The Contractor shall provide maximum accessibility to those older adults in greatest economic or social need, and ensure that new sites 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.
- d. 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 AAAs and subcontractors

are required by law to take reasonable steps to provide meaningful access to limited English proficient persons. All aging services providers, are obligated to provide reasonable, timely, and appropriate language assistance to the limited English proficiency (LEP) populations each serves.

Mandated Action:

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

10. Reporting Requirements

One (1) unit of service is equal to one (1) hour of residential repair/renovation service.

- a. The Contractor shall submit to the Department monthly reports covering program activity and expenses incurred during the reporting period. Such reports must be submitted to the Department by the eighth (8th) day of the month following the period being reported, and be on a form specified by the Department and shall comply with all procedures required by the Department for the proper payment of vouchers and audits.
- b. Financial reports, or vouchers, also must never contain the names of the clients served, but may be coded to indicate the particular client served.
- c. The Contractor must at a minimum determine and maintain the following specific type of demographic information for each individual receiving services.

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.
- Live 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:

•

<u>Size of Family Unit</u>	<u>100 % of Poverty Threshold</u>	<u>185 % of Poverty Threshold</u>
1	\$12,060/year	\$22,311/year
2	\$16,240/year	\$30,044/year

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

11. Incident Reporting

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

12. Confidentiality

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

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

13. Promotions and Advertisements

- 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:

Funded by the Department of Health and Human Services
through the New York State Office for the Aging
and the
Suffolk County Office for the Aging

- b. Any announcements of the Program on radio or television must identify funding in the same manner.
- c. The provisions of this paragraph 12 supersede the provisions of paragraph 20 of Article III.

14. Contributions

- a. The Contractor may not impose a means test of eligibility. No income or asset information may be used to determine eligibility for service notwithstanding any other provisions of this Contract. Any Suffolk resident sixty (60) years of age or older is eligible to receive this service.
- b. 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, however, if a person is unable or unwilling to make a contribution. An audit trail of all incoming contributions received must be reported monthly. All contributions are used to expand the service. The letter sent to each recipient annually informing him/her of these facts 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 if you are unable or unwilling to contribute. Any contribution you wish to make will be used to expand the program and will be greatly appreciated.
- c. Individuals with self-declared incomes at or above one-hundred eighty-five percent (185%) of the federal poverty line will be encouraged to contribute at levels based on the actual cost of services.

15. 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 seven (7) 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 conclusion of the service, but not less often than annually, the Contractor shall send each recipient an evaluation letter and survey in the form approved by the Department, informing him/her of the sources of funding for the program and including the following information:

Contributions are welcomed and are used to expand this service.

16. Monitoring

a. Financial Transactions

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

b. Program

Subject to the limitations of client confidentiality, the contractor agrees to permit the Department's staff and staff of the New York Office for the Aging to review program records and to monitor training, supervision and services at any time.

17. Grievance Procedures

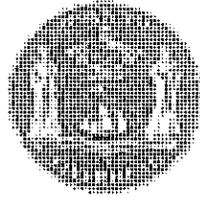
In accordance with §306 (a) (10) of the Older Americans Act, as amended (OAA), the Department has established a process for resolving complaints from older persons who are dissatisfied with or denied services funded under Title III of the Act. The Contractor shall comply with the requirements of the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

18. Certificate of Incorporation

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

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

Judy Doll
Director



Debbie Schwarz
Senior Center Manager

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

January 2017

**Joanne Kandell, Principal Accountant
Suffolk County Department for Aging
Veterans Memorial Highway POB 6100
Hauppauge, New York 11788-0099**

Dear Ms. Kandell:

Attached please find the budget and program narrative for 111B RESIDENTIAL REPAIR for the funding period January 1, 2017 through December 31, 2017.

The Program is a free service designed to help eliminate many of the safety hazards that often plague the older population. The services we provide include building ramps and/or 4" steps to ease ambulation, installing safety bars in bathrooms, and various other minor home repairs, allowing our senior population to age in their own homes and community. Senior Citizens 60 years and older who own or rent their homes and who are physically unable to do these jobs themselves are eligible to use the program. At the completion of each job, the client receives a survey to fill out and return by mail with any comments or suggestions they may have concerning the program and the service they received. They are also informed that a donation would be appreciated, but understand all contributions are voluntary and anonymous. No one will be denied services because of inability or unwillingness to contribute.

For the 2017 year, our projection is to serve 300 unduplicated clients and complete 820 units of service.

The Town of Riverhead continually strives to increase participation and ensure access for services to the unserved and underserved older adults, with aim directed at those in the greatest social and/or economic need, especially targeting the following groups:

- **Low income**
- **Low income minorities**
- **Individuals with limited English proficiency**
- **Rural residents**
- **Native Americans**
- **Institutionalized/at risk for institutionalization**
- **Individuals with Alzheimer's disease and/or related dementia**

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 Aging and shall also be written in languages other than English where required to serve the client/applicant population. Service participants shall be informed of the grievance procedures through written and verbal statements provided to them upon assessment and/or reassessment for services.
- b. A participant or applicant who is denied Title III services by the Contractor and the Aging program monitor must be given the reasons for the denial. The denial shall be confirmed in writing and the applicant informed of the right to file a grievance and to whom the grievance shall be addressed. For services which are applied for by telephone or verbally, in person, the client may be told of the right to file a grievance verbally.

3. Grievance Process

- a. Filing of grievances must follow the following process:
 - i. Participants must submit their grievances in writing to Aging's Program Administrator.
 - ii. The grievance should be filed within thirty (30) days of denial, reduction or termination of services, or of the event or circumstances with which the participant is dissatisfied. Aging's Program Administrator may grant an extension for good cause shown.
 - iii. The grievance should be filed on the form approved by Aging, which shall include a written statement setting forth in detail the date, time and circumstances that are the basis of the complaint.
- b. Investigation and Response to Grievance:
 - i. The designated reviewer who performs the initial review shall investigate the grievance, including, as appropriate, meeting with the grievant and other persons involved in the action(s) complained of or in the denial of services.
 - ii. The reviewer shall review all pertinent facts and/or documents, and shall determine whether the agency action was made in accordance with lawful procedures (that is, consistent with applicable OAA and or State laws, regulations and policies) and supported by the facts.
 - iii. The designated reviewer shall prepare and send a written response to the grievant and to Aging's Director within fifteen (15) days after the grievance is filed. The response shall set forth the circumstances relating to the grievance, the action requested by the grievant, the findings of the reviewer, a proposed remedial action, if any, and reason(s) for and facts relied on in the determination.
- c. Appeal of Initial Response/Decision:
 - i. The grievant may initiate a request for subsequent review by Aging's Director within twenty (20) calendar days following receipt of notification by the Program Administrator of the decision.
 - ii. Aging's Director shall request copies of the initial file on the complaint in question. Aging's Director will review the materials to ensure that pertinent policies and procedures have been applied and

followed. If appropriate, Aging's Director or his/her designee will meet with the older person to allow the grievant an opportunity to present information about the grievance.

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

4. Record Keeping

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

5. Confidentiality

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

End of Text for Article I

Article II
Definitions

I. 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.

6. **Severability**

construed as creating a principal-agent relationship between the County and the Contractor or the Contractor and the County, as the case may be.

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

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

individuals must meet in order to receive the Services provided pursuant to the Contract.

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.

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:

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.

i.) the Services to be provided; or

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.

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.

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.

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.

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.

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.

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:

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.

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

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

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.

c. 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)."

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 31st day of January following the end of each year of the Contract, the Contractor shall furnish the County with detailed documentation in support of the payment for the Services or expenditures under the Contract e.g. dates of the Service, worksite locations, activities, hours worked, pay rates and all program Budget categories. The Suffolk County Payment Voucher shall include time records, certified by the Contractor as true and accurate, of all personnel for whom expenditures are claimed during the period. Time and attendance records of a project director, if any, shall be certified by the Chairperson, President or other designated member of the Board of Directors of the Contractor. All Suffolk County Payment Vouchers must bear a signature as that term is defined pursuant to New York State General Construction Law §46 by duly authorized persons, and certification of such authorization with certified specimen signatures thereon must be filed with the County by a Contractor official empowered to sign the Contract. Disbursements made by the Contractor in accordance with the Contract and submitted for reimbursement must be documented and must comply with accounting procedures as set forth by the Suffolk County Department of Audit and Control. Documentation, including any other form(s) required by County or the Suffolk County Department of Audit and Control, shall be furnished to the County pursuant to, and as limited by, the Regulations for Accounting Procedures for Contract Agencies of the Suffolk County Department of Audit and Control. In addition to any other

remedies that the County may have, failure to supply the required documentation will disqualify the Contractor from any further County contracts.

c. Payment by County

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

d. Budget Modification

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

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

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

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

e. Budget and/or Services Revisions

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

b. 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@suffolkcountyny.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@suffolkcountyny.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@suffolkcountyny.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@suffolkcountyny.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.

c. Protection of Property in Contractor's Custody

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

f. Disposition of Property in Contractor's Custody

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

8. Lease or Rental Agreements

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

prior to the execution thereof, submit such lease or rental agreement, to the County for approval.

9. Statement of Other Contracts

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

10. Miscellaneous Fiscal Terms and Conditions

a. Limit of County's Obligations

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

b. Duplicate Payment from Other Sources

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

c. Funding Identification

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

d. Outside Funding for Non-County Funded Activities

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

- i.) The County is not the Fund Source for the additional services;
- ii.) Sufficient funding is available for or can be generated by the Contractor to cover the cost incurred by the Contractor to provide these additional services; and
- iii.) If sufficient funding is not available or cannot be generated, the County shall not be held liable for any of the additional costs incurred by the Contractor in furnishing such additional services.
- iv.) Prior to scheduling any such additional services on County-owned property, the Contractor shall obtain written County approval. The Contractor shall, to the County's satisfaction, submit any documentation requested by the Department reflecting the change, and identify the additional

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

e. Potential Revenue

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

f. Payments Contingent upon State/Federal Funding

Payments under the Contract may be subject to and contingent upon continued funding by State and/or Federal agencies. In the event payments are subject to such funding no payment shall be made until the Contractor submits documentation in the manner and form as shall be required by State and/or Federal agency. If late submission of claims precludes the County from claiming State or Federal reimbursement, such late claims by the Contractor shall not be paid by the County subject to subparagraph g. below, if, for any reason, the full amount of such funding is not made available to the County, the Contract may be terminated in whole or in part, or the amount payable to the Contractor may be reduced at the discretion of the County, provided that any such termination or reduction shall not apply to allowable costs incurred by the Contractor prior to such termination or reduction, and provided that money has been appropriated for payment of such costs.

g. Denial of Aid

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

l. Salaries

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

m. Salary Increases

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

n. Contractor Vacancies

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

o. No Limitation On Rights

Notwithstanding anything in this Article V to the contrary, the County shall have available to it all rights

and remedies under the Contract and at law and equity.

p. Comptroller's Rules and Regulations

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

End of Text for Article V

Article VI

Budget Article VI

**Town of Riverhead
IIB Residential Repair Program**

January 1, 2017 - December 31, 2017

PERSONNEL	<u>\$27,263</u>
Workers	27,263
<u>TOTAL</u>	<u>\$27,263</u>
Less Anticipated Income	(1,000)
<u>NET REIMBURSABLE</u>	<u>\$26,263</u>

**Exhibit 1
SUBRECIPIENT CONTRACT DOCUMENTATION**

Granting Department: Suffolk County Office for the Aging	Federal Awarding Agency: Health and Human Svcs.	Federal Award Identification Number: N/A	CFDA Number: 93.044.
Awarding Official Name and Contact Information: Suffolk County Office for the Aging 100 Veteran Memorial Hwy. POB 8100 Hauppauge, NY 11788 631-853-8200	County Contract Number: N/A.	Contract Percentage: Federal Percentage: 90%. State Percentage: 0% County Percentage: 10%	Federal Award Date: 1/1/17.
	Contract Period of Performance: 1/1/17-12/31/17.		
Subrecipient Name & Address Town of Brookhaven One Independence Hill Farmingville, NY 11738	Research & Development <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Federal Funds Obligated by this Action: \$26,263	Federal Funds Obligated to Subrecipient by County including current obligation: \$26,263.
	Total Federal Award Committed to Subrecipient by the County: \$26,263		
Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs): N/A			
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&A) costs, paragraph (f): N/A			
Federal Award Project Description: Title IIIB Supportive Services.			
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: Requirements are detailed in the contract with Suffolk County			
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: Requirement are detailed in the contract with Suffolk County			
Close-Out Direction: All vouchers and backup must be submitted within 30 days of close of aware period.			
The above information is to be furnished to all subrecipients of federal awards as stated in 2 CFR Part 200.331.			



Associates

EUGENE F. DALY, P.E., P.T.O.E.TM, PRESIDENT and C.E.O.
RAYMOND G. DIBIASE, P.E., P.T.O.E.TM, PTPTM, EXECUTIVE VICE PRESIDENT
DANIEL P. JEDLICKA, P.L.S., VICE PRESIDENT

CHRISTOPHER F. DWYER
ROBERT A. STEELE, P.E.
JAMES L. DeKONING, P.E.
STEVEN W. EISENBERG, P.E.
ANDREW B. SPEISER
MATTHEW C. JEDLICKA, LEED AP

April 4 2017

Jodi A. Giglio, Councilwoman
200 Howell Avenue
Riverhead, NY 11901

**RE: Easement Mapping and Legal Description
East Portion of Enterprise Park at Calverton**

Attn: Jodi A. Giglio, Councilwoman

Dear Jodi,

Per your Request for Proposal (RFP), L.K. McLean Associates, P.C. (LKMA) is pleased to provide this cost proposal for professional survey and mapping services for the subject project.

I. PROJECT UNDERSTANDING

We understand that work to be done is to prepare an easement map and legal description for the Town of Riverhead, for a proposed multipurpose athletic trail to be located along the easterly boundary of Enterprise Park at Calverton starting at State Rt. 25 to its intersection with Grumman Blvd. (River Road) It is understood the easement will be twenty five feet wide.

II. PROFESSIONAL SERVICES

LKMA will provide the office services required to generate data, to prepare an easement map and legal description for the Town of Riverhead, for a proposed multipurpose athletic trail.

III. TECHNICAL ASSUMPTIONS

1. Easement mapping, electronic files will be created in AutoCAD 2014 format.
2. One PDF format and three prints of each drawing will be signed and sealed by a licensed Land Surveyor and furnished to the Town with all necessary notes to reflect the belief the information provided is true and accurately shown.
3. The fee reflected in this proposal for an easement map and legal description for Town of Riverhead, for a proposed multipurpose athletic trail is based on the area delineated in our meeting at LKMA offices on April 4, 2017

IV. SCHEDULE

Our current work load will enable us to initiate work immediately upon the issuance of an approved contract.



V. FEES

Easement Mapping and Legal Description:

Our lump sum fee for Easement mapping and the associated legal description within the area indicated above is **\$2,500.00**

Fees include LKMA's operational costs, consumable items, and travel costs on Long Island associated with the work and will be due and invoiced upon completion of the work. Billing will be in accordance with our current 2017 rate schedule as indicated below. It is proposed that any additional work be negotiated with the Town of Riverhead at the indicated rates if and when necessary. No additional work will be performed without prior authorization.

<u>Title</u>	<u>Hourly Rate</u>
Project Director	\$ 167.00
Surveyor Project Manager	\$ 135.00
Senior Surveyor	\$ 107.00
Office Surveyor	\$ 88.00
Survey Crew (2 person)	\$ 205.00

VI. PAYMENT TERMS

Upon receipt of a proper invoice the Town of Riverhead will pay LKMA for work performed up to the total fee indicated.

Should you have any questions regarding this proposal, please feel free to contact me.

We wish to thank you for inviting our proposal.

Very Truly Yours;

Daniel P. Jedlicka, P.L.S.
Vice President
Director of Survey and Mapping

DPJ:dj

TOWN OF RIVERHEAD

Resolution # 288

CONSENTS TO THE TERMS AND CONDITIONS OF A REVENUE RECOVERY SERVICE AGREEMENT BETWEEN THE RIVERHEAD VOLUNTEER AMBULANCE CORPS, INC., AND CERTIFIED AMBULANCE GROUP, INC., REGARDING EMERGENCY MEDICAL TRANSPORTATION SERVICES AND EMERGENCY MEDICAL SERVICES INVOLVING MOTOR VEHICLE ACCIDENTS; AUTHORIZES IMPLEMENTATION ON MAY 1, 2017, AT 12:00 A.M., OF THE PREVIOUSLY ESTABLISHED AMBULANCE DISTRICT USER FEE SCHEDULE IN THE RIVERHEAD AMBULANCE DISTRICT

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Hubbard

WHEREAS, a municipality such as the Town of Riverhead is authorized to implement a fee and charge schedule to be paid by persons availing themselves of emergency medical transportation services and emergency medical services and provide for the collection of same on behalf of the Riverhead Ambulance District pursuant to New York State Town Law section 198 (10-f)(b) and New York State General Municipal Law section 122-b(2); and

WHEREAS, the Town of Riverhead, as the governing body of the Riverhead Ambulance District, and in the interest of defraying the cost of administering emergency medical transportation services and emergency medical services and other district expenses in the Riverhead Ambulance District, established an ambulance district user fee schedule on November 15, 2016 (Town Board Resolution No. 843-16) to be paid by persons availing themselves of such afore-mentioned services as provided by the Riverhead Volunteer Ambulance Corps., Inc., solely related to the rendering of such afore-mentioned and warranted medical services in the context of motor vehicle accidents as "motor vehicle" is defined pursuant to New York State Insurance Law section 5102(a)(2)(f); and

WHEREAS, the Riverhead Volunteer Ambulance Corps., Inc., is desirous of retaining the services of Certified Ambulance Group, Inc., to provide billing services regarding revenue recovery regarding emergency medical transportation services and emergency medical services as provided by the Riverhead Volunteer Ambulance Corps., Inc.; and

WHEREAS, pursuant to Town Board Resolution No. 843-16 (November 15, 2016), the Riverhead Volunteer Ambulance Corps., Inc., was authorized to directly facilitate the invoice and collection of such ambulance district user fees or retain an independent contractor for such services subject to the approval of the ambulance district, including approval of all terms and conditions of related third-party agreements, and subject to compliance with Federal, New York State and Local laws, rules and regulations.

NOW THEREFORE BE IT RESOLVED, effective May 1, 2017, at 12:00 a.m., that the Town of Riverhead Town Board authorizes implementation of the following and previously established ambulance district user fee schedule regarding emergency medical transportation services and emergency medical services, as follows:

- a. Advanced Life Support (ALS) Services: \$ 1200.00
- b. Basic Life Support (BLS) Services: \$ 900.00
- c. Mileage: \$ 18.00/mile

RESOLVED, such ambulance district user fee schedule shall be implemented and facilitated by the Riverhead Volunteer Ambulance Corps, Inc., solely within the context of rendering such emergency medical transportation services and emergency medical services regarding motor vehicle accidents as “motor vehicle” is defined pursuant to New York State Insurance Law section 5102(a)(2)(f); and be it further

RESOLVED, that the Riverhead Town Board, as the governing body of the Riverhead Ambulance District, consents to the terms and conditions of a revenue recovery service agreement between the Riverhead Volunteer Ambulance Corps., Inc., and Certified Ambulance Group, Inc., subject to the review and approval of the Riverhead Town Attorney’s Office, and subject to compliance with Federal, New York State and Local laws, rules and regulations; and be it further

RESOLVED, that ambulance district user fees, as received, shall be processed in accordance with the revenue recovery service agreement and in accordance with Federal, State and Local laws, rules and regulations; 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 ABSENT

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 289

AWARDS BID FOR DISOPOSAL AND RECYCLING OF MUNICIPAL SOLID WASTE

Councilman Hubbard offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, the Town Board of the Town of Riverhead, by Resolution #95 adopted on February 7, 2017, authorized the issuance of a Notice to Bidders for the Disposal and Recycling of Municipal Solid Waste; and

WHEREAS, pursuant to the terms of the bid request, each proposal must comply with the instructions in the Notice to Bidders and required that all proposals be submitted on or before 11:00 am on March 31, 2017 and

WHEREAS, one (1) response to the bid request were received, opened and read aloud on March 31, 2017 at 11:00 am in the office of the Town Clerk, 200 Howell Avenue, Riverhead, New York; and

WHEREAS, the Office of the Town Attorney and the Town Engineering Department did review and evaluate the bid proposal; and

WHEREAS, after serious consideration and evaluation, the Office of the Town Attorney and Town Engineering Department has determined that Peconic Recycling and Transfer Group was a responsible bidder and recommends that the bid be awarded to Peconic Recycling and Transfer Group, subject to filing the requisite proof of insurance, reservation of the Town's right to cancel the contract at any time without notice, and all such other terms as set forth in the bid specifications.

NOW THEREFORE BE IT RESOLVED, that the bid for Disposal and Recycling of Municipal Solid Waste for the Town of Riverhead be and is hereby awarded to Peconic Recycling and Transfer Group, in the amount of \$74.50 per ton; and be it further

RESOLVED, that the Town Board be and does hereby authorize the Town Clerk to return any and all bid bonds received in connection with the above; and be it further

RESOVLED, that the Town Board be and does hereby authorize the Supervisor to execute any documents or agreements, to the extent required, with Peconic Recycling and Transfer Group to effectuate the terms of the bid specifications; and be it further

RESOLVED, that the Town Clerk be and is hereby authorized directed to forward a copy of this resolution to Peconic Recycling and Transfer Group, 560 Commerce Drive, Cutchogue, NY 11935, Town Engineering Department, Office of the Town Attorney and Purchasing; 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 ABSENT

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 290

APPROVES THE CHAPTER 255 APPLICATION OF
MANORVILLE FIRE DEPARTMENT
(Brush Truck Training Event – Sunday, May 21, 2017)

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, on March 9, 2017, Thomas Costello, on behalf of the Manorville Fire Department, submitted a Chapter 255 Application for the purpose of conducting a brush truck training event, to include competitive events, (i.e., filling up trucks with water, pushing barrels with water from fire hoses), to be held upon EPCAL property, Veterans Memorial Park, located at 5789 Middle Country Road, Calverton, New York, on Sunday, May 21, 2017, between the hours of 7:00 a.m. and 8:00 p.m.; and

WHEREAS, Manorville Fire Department 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 Manorville Fire Department for the purpose of conducting a brush truck training event, to include competitive events, (i.e., filling up trucks with water, pushing barrels with water from fire hoses), to be held upon EPCAL property, Veterans Memorial Park, located at 5789 Middle Country Road, Calverton, New York, on Sunday, May 21, 2017, between the hours of 7:00 a.m. and 8:00 p.m., is hereby approved; and be it further

RESOLVED, should it be determined that this event approval is subject to a fully

executed license agreement, together with the requisite license fee as stated in said license agreement, for purposes of the utilization of EPCAL property and police personnel and patrol vehicles, it shall be received **no later than May 10, 2017**; and be it further

RESOLVED, that there shall be no consumption or sale of alcoholic beverages at this event and further, there shall be no soil disturbance in any manner, cutting of vegetation/trees, or alterations to the landscaping of any kind upon the site to be utilized for this event and upon the termination of this event, the site shall be left in its original condition; and be it

RESOLVED, written confirmation must be received from the Department of Labor that the bleachers to be erected and utilized have been inspected and approved prior to the commencement of this event; and

RESOLVED, that an Outdoor Public Safety Plan shall be submitted to the Fire Marshal's office **no later than May 10, 2017**; 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 and the National Electrical Code and National Fire Protection Agency 102 (Tents & Membrane Structures); 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 this approval is subject to the provisions of Riverhead Town Code Chapter 301-251 G. 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 Manorville Fire Department, Attn: Thomas Costello, 14 Silas Carter Road, Manorville, New York, 11949; 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 ABSENT

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 291

**RATIFIES THE APPROVAL OF THE CHAPTER 255 APPLICATION OF CHURCH OF
THE HARVEST
(Youth Program Plant Sale Fundraiser)**

Councilman Wooten offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, on April 4, 2017, Church of the Harvest submitted a Chapter 255 Application for the purpose of conducting a Youth Program plant sale fundraiser, to take place in the Edwards Sporting Goods parking lot located at 1352 East Main Street, Riverhead, New York, between the hours of 8:00 a.m. and 6:00 p.m. on the following dates:

Friday, April 14, 2017
Saturday, April 15, 2017
Sunday, April 16, 2017; and

WHEREAS, Church of the Harvest 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 that the Chapter 255 Application fee be waived due to its not-for-profit status; and

WHEREAS, a certificate of insurance naming the Town of Riverhead as an additional insured has been received; 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 an "Unlisted" action in accordance with 6 NYCRR 617.7(a) and hereby issues a Negative Declaration pursuant to 6 NYCRR 617.7(a)(2); and be it further

RESOLVED, that the Chapter 255 Application of the Church of the Harvest to conduct a Youth Program plant sale fundraiser, to take place in the Edwards Sporting Goods parking lot located at 1352 East Main Street, Riverhead, New York, between the hours of 8:00 a.m. and 6:00 p.m. on the aforesaid dates, 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 this approval is subject to the provisions of Riverhead Town Code Chapter 251 - "Noise Control", Chapter 301 Article XLVIII - "Signs" and any other section of the Riverhead Town Code that may pertain to this event; and be further

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

RESOLVED, that the approval for this event shall be subject to receipt of an Outdoor Public Safety Plan to be submitted to the Fire Marshal's Office no later five days prior to the opening of this event to the public; and be it further

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to Church of the Harvest, P.O. Box 1086, 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 ABSENT

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 292

**APPROVES THE CHAPTER 255 APPLICATION OF
ELITEFEATS, INC.**

(5K Road Race – “Long Island Summer Classic” – July 8, 2017)

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Hubbard

WHEREAS, on February 6, 2017, Jennifer Dagan, on behalf of Elitefeats, Inc., submitted a Chapter 255 Application for the purpose of conducting a 5K road race event entitled “Long Island Summer Classic”, which will commence at the Long Ireland Brewing Co. located at 817 Pulaski Street, Riverhead, New York and will continue onto Claus Avenue, onto Parkway Street, onto Columbus Avenue, into Stotsky Park and then loop back and terminate at the Long Ireland Brewing Co., on Saturday, July 8, 2017 between the hours of 3:00 p.m. and 9:00 p.m.; and

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

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

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

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

RESOLVED, that the Chapter 255 Application of Elitefeats, Inc. for the purpose of conducting a 5K road race event entitled “Long Island Summer Classic” at the aforementioned locations and times is hereby approved; 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 Agency 102 (Tents & Membrane Structures); and be it further

RESOLVED, that parking for this event shall be in accordance with a plan submitted and approved by the Riverhead Chief of Police that satisfactorily demonstrates that this event will not interfere with parking for the St. Isidore's Roman Catholic Church parishioners; and be it further

RESOLVED, that this approval is subject to receipt of a fully executed license agreement, together with the requisite license fee as stated in said license agreement, for purposes of the utilization of Police personnel and patrol vehicles, **no later than June 1, 2017**; and be it further

RESOLVED, that this approval is subject to receipt of written confirmation from the Riverhead Volunteer Ambulance Corp. that they have been contacted and will be available to provide their services at the event on the specified dates and times; and be it further

RESOLVED, that this approval is subject to receipt of an Outdoor Public Safety Plan, to be submitted to the Fire Marshal's office **no later than June 1, 2017**; and be it further

RESOLVED, that this approval is subject to the obtaining of any permits as may be required by the New York State Department of Labor and the Suffolk County Department of Health; and be it further

RESOLVED, that this approval is subject to the provisions of Riverhead Town Code Chapter 301-251 G. (7) - "Signs" and any other section of the Riverhead Town Code that may pertain to this event; 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 ABSENT

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 293

**APPROVES CHAPTER 255 APPLICATION OF
JAMESPORT MANOR INN
("Rosé Festival" - Saturday, July 8, 2017)**

Councilman Hubbard offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, on March 17, 2017, Matthew Kar, on behalf of the Jamesport Manor Inn, submitted a Chapter 255 Application for the purpose of conducting a rosé wine tasting and pairing of food event, to include music and the sale and service of alcoholic beverages, to be held at the Jamesport Manor Inn, located at 370 Manor Lane, Jamesport, New York, on Saturday, July 8, 2017, between the hours of 5:00 p.m. and 8:00 p.m.;

WHEREAS, Jamesport Manor Inn 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, Jamesport Manor Inn has paid the applicable Chapter 255 Application fee for this event; and

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

WHEREAS, the Town Attorney of the Town of Riverhead has reviewed all documents 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 Jamesport Manor Inn, for the purpose of conducting rosé wine tasting and pairing of food event, to include music, and the sale and service of alcoholic beverages, to be held at the Jamesport Manor Inn located at 370 Manor Lane, Jamesport, New York, on Saturday, July 8, 2017 between the hours of 5:00 p.m. and 8:00 p.m., is hereby approved; and be it further

RESOLVED, should any tent(s) be utilized, the necessary tent permit(s) must be obtained, and the tent installation and all electric shall comply with the applicable

requirements of the NFPA Life Safety Code (NFPA 101), the NFPA Temporary Membrane Structures/Tents (NFPA 102) and the Fire Code of New York State and the Building Code of New York State; and be it further

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to the Jamesport Manor Inn, P.O. Box 105, Jamesport, New York, 11947, Attn: Matthew Kar; 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 ABSENT

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 294

**APPROVES THE CHAPTER 255 APPLICATION OF LONG ISLAND ANTIQUE
POWER ASSOCIATION
("25th Annual Tractor Pull and Engine Show")**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, on April 3, 2017, Michelle Schaefer, on behalf of the Long Island Antique Power Association (LIAPA), submitted a Chapter 255 Application for the purpose of conducting their "25th Annual Tractor Pull and Engine Show", to be held upon their property located at 5950 Sound Avenue, Riverhead, New York, between the hours of 10:00 a.m. and 5:00 p.m. on the following dates;

Saturday & Sunday	May 20 th and 21 st , 2017
Saturday & Sunday	July 8 th and 9 th , 2017; and

WHEREAS, LIAPA 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, 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 LIAPA for the purpose of conducting their "25th Annual Tractor Pull and Engine Show", to be held upon their property located at 5950 Sound Avenue, Riverhead, New York, on the aforesaid dates and times, 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 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 Long Island Antique Power Association, P.O. Box 1134, 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 ABSENT

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 295

ADOPTS A LOCAL LAW AMENDING CHAPTER 237 ENTITLED, "HIGHWAYS, STREETS AND SIDEWALKS" TO THE RIVERHEAD TOWN CODE
(§237-13. Penalties for offenses.)

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 to amend Chapter 237 entitled, "Highways, Streets and Sidewalks" to the Riverhead Town Code; and

WHEREAS, a public hearing was held on the 4th day of April, 2017 at 2:10 o'clock p.m. at Town Hall, 200 Howell Avenue, Riverhead, New York, the date, time and place specified in said public notice, and all persons wishing to be heard were heard.

NOW THEREFORE BE IT RESOLVED, that a local law amending Chapter 237 entitled, "Highways, Streets and Sidewalks" to the Riverhead Town Code 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 Newspaper and to post same on the signboard at Town Hall; 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 ABSENT

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 to amend Chapter 237 entitled "Highways, Streets and Sidewalks" to the Riverhead Town Code at its regular meeting held on April 18, 2017.

Be it enacted by the Town Board of the Town of Riverhead as follows:

Chapter 237
Highways, Streets and Sidewalks
ARTICLE IV
Obstructions

§237-13. Penalties for offenses.

Each violation of this article shall be punishable ~~by a fine of not more than \$250.~~ as follows:

- a) For the first offense, no less than \$250 but no more than \$2,500.
- b) For the second offense, no less than \$750 but no more than \$2,500.
- c) For the third offense, no less than \$1,000 but no more than \$2,500.

Dated: Riverhead, New York
April 18, 2017

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

DIANE M. WILHELM, Town Clerk

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

TOWN OF RIVERHEAD

Resolution # 296

**AUTHORIZES THE SUPERVISOR TO EXECUTE AGREEMENT
WITH TELECOM DATA SERVICE, INC.**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Hubbard

WHEREAS, the Town of Riverhead presently has numerous voice, phone, internet/data accounts; and

WHEREAS, Telecom Data Service, Inc. has assisted other municipalities reduce costs associated with voice, internet/data and phone maintenance and has offered to review the Town of Riverhead accounts for the purpose of potential software integration to achieve better costs for the Town of Riverhead at no initial cost.

NOW THEREFORE BE IT RESOLVED, that the Town Board, be and hereby, authorizes the Supervisor to execute a Mutual Non-Disclosure Agreement with Telecom Data Service, Inc. for a term to commence immediately and end on May 31, 2017; 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 Telecom Data Service, Inc., 117 Bridge Street, Catskill, New York 12414, and the Accounting Department ; and be it further

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and, if needed, a 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 ABSENT

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 297

**RATIFIES EXECUTION OF DRAINAGE EASEMENT IN CONNECTION WITH
AMENDED DRAINAGE OF OLDE VINE GOLF (REEVE'S GOLF, LLC)**

Councilman Hubbard offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, by Resolution No. 796 of 2004 the Riverhead Town Board did approve the site plan of Reeve’s Golf, LLC (Olde Vine Golf) to allow the construction of a clubhouse, pool house, outbuildings and related drainage and parking improvements on real property located at Reeve’s Avenue, Riverhead; and

WHEREAS, by Resolution No. 2013-0089 of 2004 the Riverhead Planning Board did approve an amended drainage plan was submitted by Reeve’s Golf, LLC to address stormwater ponding of lands made part of Tyler Drive, Riverhead, such real property lying within the confines of Suffolk County Tax Map Nos. 0600-064-1-6.73, 6.79 and 6.81; and

WHEREAS, Pegasus Capital LLC, as owner of real property known as 25 Tyler Drive, Riverhead, also known as Suffolk County Tax Map Nos. 0600-064-1-6.73 has offered to dedicate a drainage easement to the Town of Riverhead in accordance with Resolution No. 2013-0089.

NOW BE IT RESOLVED, that the Town Board of the Town of Riverhead be and hereby accepts and ratifies the execution of the drainage easement from Pegasus Capital LLC, to the Town of Riverhead by the Supervisor; and be it further

RESOLVED, that the Supervisor is authorized to execute on behalf of the Town such other documents necessary to effectuate the dedication of the drainage easement from Pegasus Capital LLC, as owner of real property known as 25 Tyler Drive, Riverhead, also known as Suffolk County Tax Map Nos. 0600-064-1-6.73 and it is further

RESOLVED, that the Town Clerk is hereby directed to forward a certified copy of this resolution to Building Department, Planning Department, the Planning Board, Pegasus Capital, LLC, the Accounting Department, and the Town Attorney.

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 298

DECLARES RIVERHEAD SOUND ASSOCIATES, LLC IN DEFAULT IN CONNECTION WITH THE SUBDIVISION ENTITLED "AQUEBOGUE GOLF RESORTS A/K/A HIGHLANDS AT AQUEBOGUE"

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, by resolution adopted on June 4, 2003, the Riverhead Planning Board conditionally approved the final plat entitled, "Aquebogue Golf Resorts" filed by NF Golf Resorts, LLC, with one of the conditions of final approval being the submission and filing of a performance bond in the amount of \$1,910,000.00 covering improvements to be completed within said subdivision; and

WHEREAS, pursuant to Riverhead Town Board Resolution #30 adopted on January 6, 2004, the Town Board accepted International Fidelity Insurance Company Performance Bond #0371109 in the amount of One Million Nine Hundred Ten Thousand 00/100 (\$1,910,000.00) Dollars; and

WHEREAS, pursuant to Riverhead Town Board Resolution #1030 adopted on November 8, 2006, the Town Board granted a 2-year extension of aforesaid performance security to June 4, 2007;

WHEREAS, pursuant to Riverhead Town Board Resolution #113, adopted on February 6, 2008, the Town Board authorized a reduction of the above referenced performance security to the amount of \$636,666.67 and granted an additional 2-year extension of aforesaid performance security to June 4, 2009; and

WHEREAS, pursuant to Riverhead Town Board Resolution #963, dated October 20, 2009, the Town Board granted an additional 2-year extension of aforesaid performance security to May 17, 2011;

WHEREAS, pursuant to Riverhead Town Board Resolution #284 adopted on April 17, 2012, the Town Board granted an additional 2-year extension of aforesaid performance security to May 17, 2013;

WHEREAS, pursuant to Riverhead Town Board Resolution #450 adopted on June 4, 2013, the Town Board granted an additional 2-year extension of aforesaid performance security to May 17, 2015;

WHEREAS, pursuant to Riverhead Town Board Resolution #453 adopted on June 16, 2015, the Town Board granted an additional 2-year extension of aforesaid performance security to May 17, 2017;

WHEREAS, Riverhead Sound Associates LLC has failed, or neglected to perform, the required site improvements within the subdivision entitled “Aquebogue Golf Resorts”; and

WHEREAS, Riverhead Sound Associates LLC is in default in connection with said subdivision; and

WHEREAS, pursuant to Planning Board Resolution #2017-031, dated April 6, 2017, it is requested that the Town Board call and draw upon the performance security posted in connection with this subdivision and retain the services of a licensed engineer to design the required improvements, suitable for public bid, and construct same at the expense of the developer; and

WHEREAS, a certified letter has been sent to legal counsel of Riverhead Sound Associates LLC, resulting in no response.

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

RESOLVED, that the Town Attorney is hereby directed to present Performance Bond #0371109 in the amount of \$636,666.67 to International Fidelity Insurance Company for payment by reason of default of Riverhead Sound Associates LLC; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Peter S. Danowski, Jr., Attorney for Riverhead Sound Associates LLC, 616 Roanoke Avenue, Riverhead, New York, 11901, Kushner Companies, Attn: Gordon M. Gemma, 30 A Vreeland Road, Suite 220, Florham Park, NJ 07932, and International Fidelity Insurance Company, Attn: George Rettig, Asst. vice President, Claims Counsel, One Newark Center, 20th Floor, Newark, New Jersey 07102; 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 ABSENT

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 299

AUTHORIZES CO-SPONSORSHIP OF "ALIVE ON 25" STREET FESTIVAL ON THURSDAY NIGHTS, JULY 13, JULY 27, AUGUST 10 AND AUGUST 24, 2017, RAIN DATE: AUGUST 31, 2017, 5:00 P.M. TO 9:30 P.M., WITH THE RIVERHEAD BUSINESS IMPROVEMENT DISTRICT MANAGEMENT ASSOCIATION, INC., ALONG MAIN STREET, BETWEEN GRIFFING AVENUE AND UNION AVENUE; AUTHORIZES THE SUPERVISOR TO EXECUTE A LICENSE AGREEMENT WITH DESIGNATED CRAFT/FOOD VENDORS, ALCOHOL VENDORS AND OTHER PARTIES; SUSPENDS ENFORCEMENT OF RIVERHEAD TOWN CODE SECTION 205-3 (Public consumption and open possession of an alcoholic beverage) AS SOLELY LIMITED TO THE AFOREMENTIONED DATES, TIME AND PLACE OF THE "ALIVE ON 25" STREET FESTIVAL

Councilman Wooten offered the following resolution,

which was seconded by Councilwoman Giglio

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

WHEREAS, upon the recommendation of the Riverhead Business Improvement District Management Association, Inc. (BIDMA), the Town of Riverhead Business Improvement District wishes to co-sponsor with BIDMA the *Alive on 25* street festival, on Thursday nights, July 13, July 27, August 10 and August 24, 2017; Rain Date: August 31, 2017, 5:00 p.m. to 9:30 p.m., along Main Street, between Griffing Avenue and Union Avenue; and

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

NOW THEREFORE BE IT RESOLVED, that the Town of Riverhead Business Improvement District shall co-sponsor with the Riverhead Business Improvement District Management Association, Inc., a street festival entitled "Alive on 25" on Thursday nights, July 13, July 27, August 10 and August 24, 2017, rain date: August 31, 2017, 5:00 p.m. to 9:30 p.m., along Main Street, between Griffing Avenue and Union Avenue, comprised of craft, food and/or alcohol service, and miscellaneous services **subject to the following pre-conditions:**

- 1. Each participating craft/food and alcohol vendor shall execute a license agreement as well as a participating vendor application (craft/food vendor only) in a form to be approved by the Town Attorney's Office.**

2. Each participating craft, food and/or alcohol service vendor shall procure a commercial general insurance liability policy for the subject activity naming the Town of Riverhead Business Improvement District, Town of Riverhead, and Riverhead Business Improvement Management Association, Inc., as “additional insureds” with policy limits of at least \$1,000,000 per occurrence/ \$2,000,000 aggregate, including food/product service liability protection, if applicable, on a primary and non-contributory basis. In addition to the above referenced insurance requirements, alcohol vendors shall also procure an additional insurance liability policy regarding alcohol service liability with policy limits of at least \$2,000,000.00 dollars per occurrence/\$2 million dollars aggregate which shall name the above-referenced parties as additional insureds, on a primary and non-contributory basis.
3. Alcohol service shall also be subject to the following conditions:
 - a. All alcohol servers must be TIPS (Training for Intervention Procedures) approved by New York State.
 - b. Alcohol service and consumption shall be limited to the licensed premises (beer garden) more fully delineated in the alcohol vendor license agreement.
 - c. Alcohol service shall be solely limited to beer, cider, wine and/or champagne.
 - d. Alcohol service shall be limited to two (2) drinks per age-appropriate customer at a time.
 - e. Licensee shall possess and provide, prior to participation, a valid New York State Liquor Authority catering permit, or other appropriate permit, regarding off-premises alcohol service and comply with all applicable permit requirements including all other applicable municipal laws, rules and regulations.
 - f. Alcohol service shall be served in clear plastic cups and contain an identifying symbol and/or logo uniquely identifying the vendor. Each such cup shall be limited in size to 12 oz. for beer/cider; 5 oz. for wine/champagne.
 - g. Licensee shall staff the licensed alcohol service area with at least one security agent per entrance/exit from a company of Licensor’s choosing, at Licensee’s expense, more fully delineated in the alcohol vendor license agreement.
 - h. Such other conditions more fully delineated in the alcohol vendor license agreement; and be it further

RESOLVED, that the Riverhead Town Code section 205-3, which prohibits the consumption of any alcoholic beverages in any public place within the Town of Riverhead and also prohibits the possession of any open or unsealed container of an alcoholic beverage while in a public place for the purposes of consumption, is hereby suspended for enforcement purposes solely regarding the “*Alive on 25*” street festival on Thursday nights, July 13, July 27, August 10 and August 24, 2017, rain date: August 31, 2017, 5:00 p.m. to 9:30 p.m., solely limited to the licensed premises (beer gardens); and it be further

RESOLVED, that the Town of Riverhead waives the Town of Riverhead alcohol policy requirement regarding submission of a security/damage deposit by participating alcohol vendors and wrist-band requirement regarding beer garden patrons since the licensed premises is comprised of the street area of Main Street and such licensed premises shall be secured as addressed in section 3, above; and be it further

RESOLVED, that the Town Supervisor is authorized to execute license agreements regarding craft/food vendors, alcohol vendors and miscellaneous parties in a form to be approved by the Town Attorney's Office; and be it further

RESOLVED, that the Riverhead Business Improvement District Management Association, Inc., shall provide all documentation regarding valid and proper expenditures for this event, in a timely manner, to the Riverhead Town Accounting Department; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Steven Shauger, President, Riverhead Business Improvement District Management Association, Inc., c/o Riverhead Town Hall, 200 Howell 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 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 ABSENT

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 300

APPROVES CHAPTER 255 APPLICATION OF RIVERHEAD ROTARY
(Riverhead Rotary Garden Festival – May 11, 2017 – May 14, 2017)

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Hubbard

WHEREAS, on April 10, 2017, Elizabeth Hanlon, on behalf of Riverhead Rotary, submitted a Chapter 255 Application for the purpose of conducting a Garden Festival, a fundraiser for Riverhead Rotary, offering the sale of plants, flowers and shrubs, to be held at the Tanger Outlet Center (Section 1 – Office Max lot) located at 200 Tanger Mall Drive, Riverhead, New York, on Thursday, May 11, 2017, through Sunday, May 14, 2017, between the hours of 9:00 a.m. and 6:00 p.m. (set-up on Wednesday, May 10, 2017); and

WHEREAS, Riverhead Rotary has requested the applicable Chapter 255 fee be waived due to its not-for-profit status; and

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

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

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

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

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

RESOLVED that the Chapter 255 Application of Riverhead Rotary for the purpose of conducting a Garden Festival, a fundraiser for Riverhead Rotary, offering the sale of plants, flowers and shrubs, to be held at the Tanger Outlet Center (Section 1 – Office Max lot) located at 200 Tanger Mall Drive, Riverhead, New York, on the aforementioned dates and times, is hereby approved; and be it further

RESOLVED, that the Town Board of the Town of Riverhead hereby waives the

Chapter 255 Application fee due to the applicant's not-for-profit status; and be it further

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

RESOLVED, that this approval is subject to receipt of an Outdoor Public Safety Plan, to be submitted to the Fire Marshal's office **no later than April 28, 2017**; and be it further

RESOLVED, that this approval is subject to the provisions of Riverhead Town Code Chapter 301-251 G. - "Signs" and any other section of the Riverhead Town Code that may pertain to this event; and be further

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to Riverhead Rotary, Attn: Elizabeth Hanlon, P.O. Box 518, Riverhead, New York 11901, and Tanger Outlet Center, Attn: Janine Nebons, 200 Tanger Outlet Mall Drive, 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 ABSENT

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 301

**AUTHORIZES TOWN CLERK TO PUBLISH & POST NOTICE TO BIDDERS FOR
WELL & PUMP SERVICE FOR THE WATER DISTRICT**

Councilman Hubbard offered the following resolution,

which was seconded by Councilman Dunleavy

RESOLVED, that the Town Clerk be and is hereby authorized to publish and post the attached Notice to Bidders for well and pump service for the Riverhead Water District in the **April 27, 2017**, issue of ***The News-Review***.

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD
NOTICE TO BIDDERS**

Sealed bids for the purchase of **WELL & PUMP SERVICE** for use by the Town of Riverhead, Riverhead Water District, will be received by the Town Clerk of the Town of Riverhead at Town Hall, 200 Howell Avenue, Riverhead, New York, 11901, until **11:00 a.m.** on **May 17, 2017**, at which time all bids received shall be opened and read aloud.

Bid Specifications may be obtained by visiting the Town of Riverhead website at www.townofriverheadny.gov. Click on "**Bid Requests**" and follow the instructions to register.

All bids are to be submitted in a sealed envelope bearing the designation **BIDS FOR WELL & PUMP SERVICE – BID #RWD-2017-21**. All bids must be submitted on the bid form provided. Any and all exceptions to the Specifications must be listed on a separate sheet of paper, bearing the designation "**EXCEPTIONS TO THE SPECIFICATIONS FOR WELL AND PUMP SERVICE**" and be attached to the bid form.

NOTE: Bid responses must be delivered to the Office of the Town Clerk at the address above on or before May 17, 2017, at 11:00 a.m. The Town may decline to accept, deem untimely and/or reject any bid response/proposal that is not delivered to the Office of the Town Clerk.

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

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD

Diane M. Wilhelm, Town Clerk

TOWN OF RIVERHEAD

Resolution # 302

**AUTHORIZES THE TOWN SUPERVISOR TO EXECUTE AGREEMENT
WITH JEFFREY SEEMAN, CGCS/CEP**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, by Resolution # 190, the Town Board granted the Chapter 229 Excavation/Exportation Permit of Brixmor Riverhead Development LLC; and

WHEREAS, Resolution # 190, required an on-site monitor, subject to Town Board approval; and

WHEREAS, Jeffrey L. Seeman CGCS/CEP has submitted a proposal as an independent contractor and does possess the required education, knowledge and experience to perform professional monitoring services.

NOW, THEREFORE, BE IT RESOLVED, that the Supervisor is hereby authorized to execute the attached agreement with Jeffrey L. Seeman CGCS/CEP; and,

BE IT FURTHER RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Jeffrey L. Seeman CGCS/CEP, P.O. Box 130, East Quogue, New York 11942, the Accounting Department, and the Office of the Town Attorney; and

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

*Jeffrey L. Seeman CGCS/CEP
Environmental Professional
PO Box 130
East Quogue, NY 11942
631.872.9116
jlscoast@optonline.net*

April 07, 2017

Mr. Robert Kozakiewicz, Town Attorney
Town of Riverhead
200 Howell Avenue-Town Hall
Riverhead, NY 11901 via
email: rfk@townofriverheadny.gov

RE: Town of Riverhead Excavation Permit Soil Monitoring Program for Brixmor Riverhead Development LLC a/k/a The Shops at Riverhead Site - 1768 Old Country Road, Riverhead, NY (SCTM: 0600-101.01-01-001 through 008)

Dear Mr. Kozakiewicz:

As requested by of the Town of Riverhead, we am pleased to provide a proposal for the Soil Monitoring Program at the Brixmor Riverhead Development LLC site.

The Soil Monitoring Program will include on site and off site professional services to document and inspect the volumes and characteristics of excavated material, the exports and import of soils and aggregates and the on-site placement of soils and aggregates. The activities will be monitored for conformance with the approved Site Plan, Excavation Permit and Special Conditions.

Our work shall include field notes on the progress of the excavation, and overall earthwork for compliance with the approved Site Plan (grading, depth of cut, fill areas, soil stability, limit of work areas, "housekeeping," dust controls and safety). Recordkeeping will be in the form of photographs and reports prepared for the Town of Riverhead to document the excavation, staging areas, temporary stockpile volumes, and transportation of exported and imported soil and aggregate materials.

Monitoring will include inspection of soil and aggregate materials. Field inspections may recommend soil and aggregate chemical analysis be conducted by a qualified laboratory. Should this arise, we will advise the Town and arrange for selecting a qualified soil analytical lab vendor (possibly through the Town's pre-approved vendor list).

We require:

- Approved Site Plan, complete with Grading Plan, Landscape Plan, and cut and fill calculations
- Proposed location of construction staging areas
- Names, addresses and contact information for site work general contractor, earth work contractor(s) and trucking companies associated with the import and export of soils and aggregates

- Contractor's work schedule for excavation work
- Non- restrictive site access (24 hours a day- 7 days per week).
- Access to on-site security records (CCTV) upon written request and coordination through the Town of Riverhead

Professional fees for the aforementioned described Soil Monitoring Program (SMP) shall be \$5000.00 per week, (the same fee as the 2014 SMP conducted during the "Costco" project). Billing shall be weekly and monitoring shall continue until the Excavation Permit activities (site excavation, final soil exports and imported soils) are completed; or as otherwise directed by the Town of Riverhead. It is our understanding there is urgency to commence the project, and request a meeting among the interested parties will serve to avoid project delays. Excavation and monitoring shall commence on April 17, 2017, subject to deposit below and are expected to continue for approximately 52 days.

If you are in agreement with the aforementioned proposal, kindly sign below, and return the agreement with a \$25,000.00 deposit made payable to: Town of Riverhead, authorizing us to proceed. On or before May 15, 2017, a further deposit in the sum of \$5,000 shall be made by Brixmor with additional deposit of \$5,000 each and every week thereafter until completion of the excavation.

For previous Soil Monitoring Programs the Town has utilized two invoicing options; billing and payment via the Town, or billing and payment via the Property Owner's representative. Kindly provide any specific billing instructions, once these details become available.

Thank you for your kind considerations.

Sincerely,

Jeffrey L. Seeman, CGCS/CEP

In Agreement:

Jeffrey L. Seeman _____

Jeffrey Seeman, CEP

Town of Riverhead

 _____

Owner/Owner Agent-

Brandon Fritz, Brixmor

TOWN OF RIVERHEAD

Resolution # 303

PAYS BILLS

Councilman Wooten offered the following resolution,

which was seconded by Councilwoman Giglio

ABSTRACT #17-06 February 16, 2017 (TBM 2/22/17)			
AMENDED 4/05/17			
			Grand
Fund Name	Fund	Ckrun	Totals
GENERAL FUND	1	226,632.69	226,632.69
POLICE ATHLETIC LEAGUE	4	1,900.00	1,900.00
RECREATION PROGRAM FUND	6	1,754.50	1,754.50
HIGHWAY FUND	111	39,648.19	39,648.19
WATER DISTRICT	112	66,274.36	66,274.36
RIVERHEAD SEWER DISTRICT	114	75,314.66	75,314.66
REFUSE & GARBAGE COLLECTION DI	115	297.00	297.00
STREET LIGHTING DISTRICT	116	40,366.60	40,366.60
BUSINESS IMPROVEMENT DISTRICT	118	103,296.00	103,296.00
Check #106944 VOIDED	118	-103,296.00	-103,296.00
AMBULANCE DISTRICT	120	2,696.74	2,696.74
EAST CREEK DOCKING FACILITY FU	122	1,000.00	1,000.00
CALVERTON SEWER DISTRICT	124	6,661.35	6,661.35
RIVERHEAD SCAVENGER WASTE DIST	128	58,981.46	58,981.46
WORKERS' COMPENSATION FUND	173	10,480.71	10,480.71
EIGHT HUNDRED SERIES CAPITAL P	408	18,911.58	18,911.58
RIVERHEAD SEWER CAPITAL PROJEC	414	23,091.03	23,091.03
CALVERTON SEWER CAPITAL PROJEC	424	436.47	436.47
TRUST & AGENCY	735	915,779.82	915,779.82
CALVERTON PARK - C.D.A.	914	1,860.00	1,860.00
TOTAL ALL FUNDS		1,388,791.16	1,388,791.16

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

ABSTRACT #17-10 APRIL 05, 2017 (TBM 4/18/17)			
			Grand
Fund Name	Fund	Ckrun	Totals
GENERAL FUND	1	64,249.01	64,249.01
POLICE ATHLETIC LEAGUE	4	2,385.00	2,385.00
RECREATION PROGRAM FUND	6	3,272.00	3,272.00
HIGHWAY FUND	111	41,355.11	41,355.11
WATER DISTRICT	112	4,919.73	4,919.73
RIVERHEAD SEWER DISTRICT	114	10,229.16	10,229.16
STREET LIGHTING DISTRICT	116	52.45	52.45
PUBLIC PARKING DISTRICT	117	1,400.00	1,400.00
AMBULANCE DISTRICT	120	131.12	131.12
CALVERTON SEWER DISTRICT	124	15,791.46	15,791.46
RIVERHEAD SCAVENGER WASTE DIST	128	776.08	776.08
WORKERS' COMPENSATION FUND	173	20,466.26	20,466.26
CDBG CONSORTIUM ACCOUNT	181	189.93	189.93
WATER DISTRICT CAPITAL PROJECT	412	45,730.31	45,730.31
CALVERTON SEWER CAPITAL PROJEC	424	13,595.84	13,595.84
TRUST & AGENCY	735	129,093.06	129,093.06
TOTAL ALL FUNDS		353,636.52	353,636.52

ABSTRACT #17-11 APRIL 12, 2017 (TBM 4/18/17)			
			Grand
Fund Name	Fund	Ckrun	Totals
GENERAL FUND	1	218,117.29	218,117.29
POLICE ATHLETIC LEAGUE	4	4,787.41	4,787.41
RECREATION PROGRAM FUND	6	250.00	250.00
HIGHWAY FUND	111	64,234.41	67,234.41
WATER DISTRICT	112	48,432.07	48,432.07
RIVERHEAD SEWER DISTRICT	114	10,800.10	10,800.10
REFUSE & GARBAGE COLLECTION DI	115	170.97	170.97
STREET LIGHTING DISTRICT	116	32,693.86	32,693.86
AMBULANCE DISTRICT	120	8,149.63	8,149.63
EAST CREEK DOCKING FACILITY FU	122	140.00	140.00
RIVERHEAD SCAVENGER WASTE DIST	128	124.37	124.37
TRUST & AGENCY	735	460,352.16	460,352.16
CALVERTON PARK - C.D.A.	914	1,874.22	1,874.22
TOTAL ALL FUNDS		850,126.49	853,126.49