

RESOLUTION LIST

MARCH 18, 2014

- Res. #163 Acceptance of 2013 Justice Court Audit Report**
- Res. #164 EPCAL Community Development Budget Adjustment**
- Res. #165 2009 Calverton Enterprise Rail Spur Capital Project Budget Adjustment**
- Res. #166 Donation Received Enterprise Park at Calverton Budget Adjustment**
- Res. #167 Authorizes Publication of Help Wanted Advertisement for Seasonal Pump-Out Boat Operators**
- Res. #168 Accepts the Resignation of a Justice Court Clerk (Jill Hecker)**
- Res. #169 Awards Bid for Ford Replacement Parts**
- Res. #170 Appoints a Park Attendant II to the Recreation Department (Amanda Commins)**
- Res. #171 Authorizes the Supervisor to Execute an Agreement with Suffolk County for Operation Shield Grant Program**
- Res. #172 Adopts Decision Regarding Grievance Made by Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, Riverhead Unit of the Suffolk Local #85 (CSEA)**
- Res. #173 Approves Chapter 90 Application of Long Island Aero Modelers Association (August 15th – 17th, 2014)**
- Res. #174 Authorizes the Town Accounting Department to Release a \$10,000.00 Post-Construction Storm Water Maintenance Security Deposit to Lowe's Home Centers, Inc. Regarding 1561 Old Country Road, Riverhead, New York, SCTM No.'s #600-101-2-15.6 and #600-125-1-LOTS 1 & 2.2**
- Res. #175 Approves the Chapter 90 Application of the Long Island Moose Classic Car Club (Car Show – May 10, 2014)**
- Res. #176 Approves Chapter 90 Application of North Fork Environmental Council (5K Earth Day Run – Sunday, April 27, 2014)**

- Res. #177** Authorizes the Retention of Eastern Construction Management Inc. as an Expert in the Matter of the Appeal of Hunter/Schulz
- Res. #178** Urges Support for a Unified Election Date for Special Districts
- Res. #179** Appoints Member to the Agricultural Advisory Committee (Matthew R. Pendleton)
- Res. #180** Appoints Member to the Landmark Preservation Commission (Cliff Baldwin)
- Res. #181** Appoints Member to the Recreation Advisory Committee (Steve Sypher)
- Res. #182** Appoints Members to the Recreation Advisory Committee (Edward Powers, John White, Larry Williams)
- Res. #183** Reappoints Member to the Recreation Advisory Committee (Robert Danowski)
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- Res. #185** Authorization to Publish Advertisement for 2004 Used Pickup Truck for the Town of Riverhead
- Res. #186** General Fund Budget Adjustment
- Res. #187** Authorizes the Supervisor to Execute a Stipulation with the Riverhead PBA
- Res. #188** Authorizes Settlement of Legal Action by Mountainbrook Homes at Roanoke Landing, LLC Against the Town of Riverhead
- Res. #189** Pays Bills
- Res. #190** Authorizes Town Clerk to Publish and Post the Attached Notice to Bidders for Annual Construction Contract
- Res. #191** Authorizes Town Clerk to Publish and Post the Attached Notice to Bidders for Annual Procurement Contract

TOWN OF RIVERHEAD

Resolution # 163

**ACCEPTANCE OF 2013 JUSTICE COURT
AUDIT REPORT**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Town of Riverhead authorized Albrecht, Viggiano, Zureck & Company, P.C. to conduct the audit of the records of the Town of Riverhead Justice Court for the year ending December 31, 2013; and

WHEREAS, Albrecht, Viggiano, Zureck & Company, P.C. has audited the Justice Court and issued a report in accordance with Section 2019-a of the Uniform Justice Court Act.

NOW THEREFORE BE IT RESOLVED, that the Town Board hereby accepts the Justice Court Audit Report for the year ended December 31, 2013; and

THEREFORE BE IT FURTHER RESOLVED, that the Town Clerk provide a copy of this resolution to the Accounting Department.

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 164

EPCAL
COMMUNITY DEVELOPMENT

BUDGET ADJUSTMENT

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS resolution #431 was adopted on 6/4/2013 to cover costs associated with EPCAL professional services study along with expenses associated with updating the Reuse Plan for the 2,900 acre Calverton site;

WHEREAS unspent operating funds roll into fund balance at year end, it is necessary to re-appropriate the remaining \$ 52,000 of unspent funds from 2013 toward 2014 expenditures of this study.

NOW THEREFORE BE IT RESOLVED, that the Supervisor be, and is hereby, authorized to establish the following budget adjustment by re-appropriating Fund Balance for 2014:

		<u>FROM</u>	<u>TO</u>
914.000000.499999	Fund Balance	52,000	
914.069800.543900	Miscellaneous Consultants		52,000

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

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 165

**2009 CALVERTON ENTERPRISE RAIL SPUR
CAPITAL PROJECT**

BUDGET ADJUSTMENT

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, an Empire State Development incentive commitment fee of 1% of the ESD Grant funds is due along with out of pocket public hearing costs.

NOW THEREFORE BE IT RESOLVED, that the Supervisor be, and is hereby, authorized to establish the following budget adjustment and transfer of funds from the Community Development Agency fund balance:

		<u>FROM</u>	<u>TO</u>
914.000000.499999	CDA Fund Balance	7,601.00	
405.052300.549000.44006	Special Items - Contingency		7,601.00

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 166

DONATION RECEIVED
ENTERPRISE PARK AT CALVERTON

BUDGET ADJUSTMENT

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, Monies have been received by Smithtown Hunt Inc. to be used for the upkeep and renovations of the property located at EPCAL.

NOW THEREFORE BE IT RESOLVED, that the Town of Riverhead accept the donation for upkeep and renovations at EPCAL and authorize the following budget adjustment:

		<u>FROM</u>	<u>TO</u>
914.092705.471000	Gifts & Donations	500.00	
914.069800.541200	Repair & Maintenance		500.00

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

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 167

AUTHORIZES PUBLICATION OF HELP WANTED ADVERTISEMENT FOR SEASONAL PUMP-OUT BOAT OPERATORS

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

BE IT RESOLVED, that the Town Clerk is hereby authorized to publish the attached Help Wanted Advertisement for Seasonal Pump-Out Boat Operators in the March 27, 2014 issue of the News Review; and

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

THE VOTE

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

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

ADVERTISEMENT TO BE PLACED IN THE NEWS REVIEW

The Town of Riverhead is seeking experienced personnel to employ as Seasonal Pump-Out Boat Operators from April 15 through September 15, 2014. All applicants must possess a valid certificate reflecting the successful completion of a boating safety course and have one (1) year of experience (or the equivalent thereof) operating an outboard motorboat. Pays \$10.00 per hour. Interested parties please apply to Town of Riverhead Personnel Department, 1295 Pulaski Street, Riverhead, NY 11901. Fax (631) 727-1768. Deadline for applying is April 11, 2014. EOE

By Order of the Town Clerk
Diane M. Wilhelm

TOWN OF RIVERHEAD

Resolution # 168

ACCEPTS THE RESIGNATION OF A JUSTICE COURT CLERK

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, the Town has received written notification from Jill Hecker, a Justice Court Clerk in the Riverhead Town Justice Department, indicating her intent to resign effective April 7, 2014.

NOW, THEREFORE, BE IT RESOLVED, that this Town Board hereby accepts the resignation of Jill Hecker.

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 169

AWARDS BID FOR FORD REPLACEMENT PARTS

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, the Town Clerk was authorized to publish and post a notice for sealed bids for FORD REPLACEMENT PARTS for the Town of Riverhead and;

WHEREAS, 2 bids were received and opened at 11:00 am on MARCH 11, 2014 at Town Hall, 200 Howell Avenue, Riverhead, New York, the date, time and place given in the Notice to Bidders.

NOW THEREFORE BE IT RESOLVED, that the bid for FORD REPLACEMENT PARTS for the Town of Riverhead be and hereby is, awarded to OTIS FORD INC. for COST + 3% OVER Ford dealer cost.(example: list price=\$374.58; dealer cost=\$224.75; cost to Town =\$231.49)

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 170

APPOINTS A PARK ATTENDANT II TO THE RECREATION DEPARTMENT

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, a Call-In Park Attendant II (Level 1) is needed by the Riverhead Town Recreation Department.

NOW THEREFORE BE IT RESOLVED, that effective March 18th, 2014, this Town Board hereby appoints Amanda Commins to the position of Park attendant II, to be paid the rate of \$9.75 per hour to the Recreation Department and

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 171

AUTHORIZES THE SUPERVISOR TO EXECUTE AN AGREEMENT WITH SUFFOLK COUNTY FOR OPERATION SHIELD GRANT PROGRAM

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the New York State Office of Homeland Security is appropriating pass-through grant funds for “Operation Shield”; and

WHEREAS, the Suffolk County, through its duly constituted Office of the Sheriff in conjunction with the East End Marine Task Force administers the pass-through funds for “Operation Shield”; and

WHEREAS, the Town of Riverhead has determined that it will provide personnel to assist in the “Operation Shield” exercises.

NOW THEREFORE BE IT RESOLVED, that the Supervisor is hereby authorized to execute the attached Agreement with Suffolk County for funding under “Operation Shield” for term from March 1, 2014 to July 11, 2014; and be it further

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

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

Consultant/Personal Services Contract

This Contract ("the Contract") is between the **County of Suffolk ("the County")**, a municipal corporation of the State of New York, acting through its duly constituted **S.C. Sheriff's Office ("the Office")**, located at 100 Center Drive, Riverhead, New York 11901; and

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

The Contractor has been designated to receive funds from the County for **Operation Shield Maritime Law Enforcement Services ("the Services")** as set forth in Article I, entitled "Description of Services."

Term of the Contract: March 1, 2014 to July 11, 2014.

Total Cost of the Contract: Shall not exceed \$4,024.00, as set forth in Article II, attached.

Terms and Conditions: Shall be as set forth in Articles I and II and Exhibits 1 and 2, attached hereto and made a part hereof.

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

Town of Riverhead

By: _____
Sean M. Walter
Supervisor
Fed. Tax ID #11 600 1935

COUNTY OF SUFFOLK

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

_____ hereby certifies under penalties of perjury that I am an officer of _____ that I have read and am familiar with Section A5-7 of Article 5 of the Suffolk County Code, and that _____ meets all requirements to qualify for exemption thereunder.

**Approved:
Suffolk County Sheriff's Office**

By: _____
Vincent F. DeMarco
Sheriff
Date: _____

By: _____
Date: _____

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

By: _____
Name
Assistant County Attorney
Date: _____

List of Articles & Exhibits

Article I

Description of Services

Article II

Financial Terms and Conditions

1. Conflicting Provisions
2. General Payment Terms
3. Agreement Subject to Appropriation of Funds
4. Accounting Procedures
5. Audit
6. Comptroller's Rules and Regulations for Consultant's Agreements
7. Specific Payment Terms and Conditions

Exhibit 1

County Terms and Conditions

1. Elements of Interpretation
2. Meanings of Terms
3. Contractor Responsibilities
4. Qualifications, Licenses, and Professional Standards
5. Notifications
6. Documentation of Professional Standards
7. Credentialing
8. Engineering Certificate
9. Termination
10. Indemnification and Defense
11. Insurance
12. Independent Contractor
13. Severability
14. Merger; No Oral Changes
15. Set-Off Rights
16. Non-Discrimination in Services
17. Nonsectarian Declaration
18. Governing Law
19. No Waiver
20. Conflicts of Interest
21. Cooperation on Claims
22. Confidentiality
23. Assignment and Subcontracting
24. Changes to Contractor
25. No Intended Third Party Beneficiaries
26. Certification as to Relationships
27. Publications
28. Copyrights and Patents
29. Arrears to County

Consultant/Personal Services

30. Lawful Hiring of Employees Law in Connection with Contracts for Construction or Future Construction
31. Record Retention
32. Certification Regarding Lobbying
33. Notice

Exhibit 2

Suffolk County Legislative Requirements

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

**Article I
Description of Services**

Whereas, the County has received federal pass-through grants funds from the New York State Office of Homeland Security for an “Operation Shield”; and

Whereas, the County has accepted and appropriated said funds via Resolution No. -14; and

Whereas, the Contractor will provide personnel to assist the County in the “Operation Shield” exercises as set forth herein;

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

1. Conflicting Provisions

In the event of any conflict between this Article I and any other provision to this Contract, such other provision shall prevail unless it is expressly stated that this Article I shall prevail.

- 2. The Contractor will assist the County in carrying out New York State funded “Operation Shield” exercises by providing personnel for maritime enforcement.**

End of Text for Article I

Article II
Financial Terms and Conditions

1. Conflicting Provisions

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

2. General Payment Terms

a. Presentation of Suffolk County Payment Voucher

In order for payment to be made by the County to the Contractor for the Services, the Contractor shall prepare and present a Suffolk County Payment Voucher (Voucher), which shall be documented by sufficient, competent and evidential matter. Each Suffolk County Payment Voucher submitted for payment is subject to Audit at any time during the Term or any extension thereof. This provision shall survive expiration or termination of this Contract for a period of not less than seven (7) years, and access to records shall be as set forth in paragraph 31 of Exhibit 1, and paragraph 4(b) of Article II.

b. Voucher Documentation

The Suffolk County Payment Voucher shall list all information regarding the Services and other items for which expenditures have been or will be made in accordance with the Contract. Either upon execution of the Contract (for the Services already rendered and expenditures already made), or not more than thirty (30) days after the expenditures were made, and in no event after the 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 for all Services. The Suffolk County Payment Voucher shall include time records, certified by the Contractor as true and accurate, of all personnel for whom expenditures are claimed during the period. All Suffolk County Payment Vouchers must bear a signature as that term is defined pursuant to New York State General Construction Law §46 by duly authorized persons. Disbursements made by the Contractor in accordance with the Contract and submitted for reimbursement must be documented and must comply with accounting procedures as set forth by the Suffolk County Department of Audit and Control.

c. Payment by County

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

d. Final Voucher

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

of the Voucher.

3. Subject to Appropriation of Funds

- a. The Contract is subject to the amount of funds appropriated each fiscal year and any subsequent modifications thereof by the County Legislature, and no liability shall be incurred by the County beyond the amount of funds appropriated each fiscal year by the County Legislature for the Services.
- b. If the County fails to receive Federal or State funds originally intended to pay for the Services, or to reimburse the County, in whole or in part, for payments made for the Services, the County shall have the sole and exclusive right to:
 - i.) determine how to pay for the Services;
 - ii.) determine future payments to the Contractor; and
 - iii.) determine what amounts, if any, are reimbursable to the County by the Contractor and the terms and conditions under which such reimbursement shall be paid.

4. Accounting Procedures

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

5. Audit

- a. All payments made under the Contract are subject to audit by the Comptroller pursuant to Article V of the Suffolk County Charter. The Contractor further agrees that the Comptroller and the Department shall have access to and the right to examine, audit, excerpt, copy or transcribe any

pertinent transactions or other records relating to Services under the Contract. If such an audit discloses overpayments by the County to the Contractor, within thirty (30) days after the issuance of an official audit report by the Comptroller or his duly designated representatives, the Contractor shall repay the amount of such overpayment by check to the order of the Suffolk County Treasurer or shall submit a proposed plan of repayment to the Comptroller. If there is no response, or if satisfactory repayments are not made, the County may recoup overpayments from any amounts due or becoming due to the Contractor from the County under the Contract or any other Fund Source.

- b. The provisions of this paragraph shall survive the expiration or termination of the Contract for a period of seven (7) years, and access to records shall be as set forth in paragraph 31 of Exhibit 1, and paragraph 4(b) of Article II.

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

The Contractor shall comply with the "Comptroller's Rules and Regulations for Consultant's Agreements" as promulgated by the Department of Audit and Control of Suffolk County and any amendments thereto during the Term of the Contract. The "Comptroller's Rules and Regulations for Consultant's Agreements" may be viewed online at the County's website, SuffolkCountyny.gov; go to "Government," then "Comptroller," then "Consultant's Agreements."

7. Specific Payment Terms and Conditions

a. Payments Contingent upon State/Federal Funding

Payment under the contract may be subject to and contingent upon continued funding by State and/or Federal agencies. In such event, no payment shall be made until the Contractor submits documentation in the manner and form as shall be required by State and/or Federal agency. If late submission of claims precludes the County from claiming State or Federal reimbursement, such late claims shall not be honored. If, for any reason, the full amount of such funding is not made available to the county, the Contract may be terminated in whole or in part, or the amount payable to the contractor may be reduced at the discretion of the County, provided that any such termination or reduction shall not apply to allowable costs incurred by the Contractor prior to such termination or reduction, and provided that money has been appropriated for payment of such costs.

b. Denial of Aid

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

under the contract, on demand by the County, the Contractor shall reimburse the County for the amount of the balance due the County, payable to the Suffolk County Treasurer. The provisions of this subparagraph shall survive the expiration or termination of the Contract.

c. Budget

The Contractor expressly represents and agrees that the budget below, to the extent applicable, lists all personnel and/or all other costs of the Services.

<u>RANK</u>	<u># ASSIGNED</u>	<u>SALARY</u>	<u>TOTAL</u>
Sergeant	1	\$84.00	\$2,395.00
Officer	1	\$73.00	\$1,629.00

d. 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 provide to the County.

- e. No salary, wage or other compensation for the Services shall be increased over the amount stated in the Budget with the prior written approval of the County.

End of Text for Article II

Exhibit 1
County Terms and Conditions

1. Elements of Interpretation

As used throughout the Contract:

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

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

2. Meanings of Terms

As used in the Contract:

"Comptroller" means the Comptroller of the County of Suffolk.

"Contract" means all terms and conditions herein forming all rights and obligations of the Contractor and the County.

"Contractor" means the signatory person, partnership, corporation, association or other entity, its officers, officials, employees, agents, servants, sub-contractors and any successor or assign of any one or more of the foregoing performing the Services.

"County" means the County of Suffolk, its departments, and agencies.

"County Attorney" means the County Attorney of the County of Suffolk.

"Department" means the signatory department approving the Contract.

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

"Event of Default" means

- a. the Contractor's failure to perform any duty required of it under paragraphs 4 through 7 of this Exhibit 1 of the Contract; or
- b. the Contractor's failure to maintain the amount and types of insurance with an authorized insurer as required by the Contract; or
- c. the Contractor's failure to maintain insurance required by the Contract with an insurer that has designated the New York Superintendent of Insurance as its lawful

agent for service of process; or

d. The Contractor's failure to comply with any Federal, State or local law, rule, or regulation, and County policies or directives; or

e. The Contractor's bankruptcy or insolvency; or

f. The Contractor's failure to cooperate in an Audit; or

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

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

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

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

"Federal" means the United States government, its departments and agencies.

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

"Legislature" means the Legislature of the County of Suffolk.

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

"State" means the State of New York.

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

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

3. Contractor Responsibilities

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

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

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

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

4. Qualifications, Licenses, and Professional Standards

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

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

5. Notifications

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

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

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

6. Documentation of Professional Standards

The Contractor shall maintain on file, in one location in Suffolk County, all records that demonstrate that it has complied with paragraphs 4 and 5 above. The address of the location of the aforesaid records and documents shall be provided to the County no later than the date of execution of the Contract. Such documentation shall be kept, maintained, and available for inspection by the County upon twenty-four (24) hours notice.

7. Credentialing

a. In the event that the Department, or any division thereof, maintains a credentialing process to qualify the Contractor to render the Services, the Contractor shall complete the required credentialing process. In the event that any State credential, registration, certification, or license, Drug Enforcement Agency registration, or Medicare or Medicaid certification is restricted, suspended, or temporarily or permanently revoked, it is the duty of the

Contractor to contact the Department, or division thereof, as the case may be, in writing, no later than three (3) days after such restriction, suspension, or revocation.

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

8. Engineering Certificate

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

9. Termination

a. Thirty Days Termination

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

b. Event of Default; Termination on Notice

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

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

c. Termination Notice

Any notice providing for termination shall be delivered as provided for in paragraph 33 of this Exhibit 1.

d. Duties upon Termination

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

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

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

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

v.) Nothing contained in this paragraph shall be construed as a limitation on the County's rights set forth in paragraphs 5(c) and 15 of this Exhibit 1.

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

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

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

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

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

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

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

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

10. Indemnification and Defense

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

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

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

11. Insurance

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

status as an additional insured on said policy, and upon demand, a true and certified original copy of such policy evidencing compliance with the aforesaid insurance requirements.

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

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

12. Independent Contractor

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

13. Severability

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

14. Merger; No Oral Changes

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

15. Set-Off Rights

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

16. Non-Discrimination in Services

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

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

ii.) provide the Services to an individual that is different, or provided in a different manner, from those provided to others pursuant to the Contract; or

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

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

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

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

i.) the Services to be provided, or

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

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

17. Nonsectarian Declaration

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

18. Governing Law

The Contract shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflict of laws. Venue shall be designated in the

Supreme Court, Suffolk County, the United States District Court for the Eastern District of New York, or, if appropriate, a court of inferior jurisdiction in Suffolk County.

19. **No Waiver**

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

20. **Conflicts of Interest**

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

21. **Cooperation on Claims**

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

22. **Confidentiality**

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

23. **Assignment and Subcontracting**

a. The Contractor shall not delegate its duties under the Contract, or assign, transfer, convey, subcontract, sublet, or otherwise dispose of the Contract, or any of its right, title or interest therein, or its power to execute the Contract, or assign all or any portion of the monies that may be due or become due hereunder, (collectively referred to in this paragraph 23 as "Assignment"), to any other person, entity or thing without the prior written consent of the County, and any attempt to do any of the foregoing without such consent shall be void ab initio.

b. Such Assignment shall be subject to all of the

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

24. **Changes to Contractor**

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

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

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

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

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

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

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

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

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

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

iv.) such information reasonably required

by the County, which will enable the County to determine the financial responsibility, character, and reputation of the proposed transferee, nature of the proposed assignee/transferee's business and experience;

v.) all executed forms required pursuant to Exhibit 2 of the Contract, that are required to be submitted by the Contractor; and

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

d. The County agrees that any request for its consent to a Permitted Transfer shall be granted provided that the transfer does not violate any provision of the Contract, and the transferee has not been convicted of a criminal offense as described under Article II of Chapter 189 of the Suffolk County Code. The County shall grant or deny its consent to any request of a Permitted Transfer within twenty (20) days after delivery to the County of the Transfer Notice, in accordance with the provisions of Paragraph 33 of this Exhibit 1 of the Contract. If the County shall not give written notice to the Contractor denying its consent to such Permitted Transfer (and setting forth the basis for such denial in reasonable detail) within such 20-day period, then the County shall be deemed to have granted its consent to such Permitted Transfer.

e. Notwithstanding the County's consent,

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

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

25. No Intended Third Party Beneficiaries

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

26. Certification as to Relationships

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

27. Publications

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

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

28. Copyrights and Patents

a. Copyrights

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

b. Patents

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

29. Arrears to County

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

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

In the event that the Contract is subject to the Lawful Hiring of Employees Law of the County of Suffolk, Suffolk County Code Article II of Chapter 353, as more fully set forth in Exhibit 2 entitled "Suffolk County Legislative Requirements," the Contractor shall maintain the documentation mandated to be kept by this law on the construction site at all times. Employee sign-in sheets and register/log books shall be kept on the construction site at all times and all covered employees, as defined in the law, shall be required to sign such sign-in sheets/register/log books to indicate their presence on the construction site during such working hours.

31. Record Retention

The Contractor shall retain all accounts, books, records, and other documents relevant to the Contract for seven (7) years after final payment is made by the County. Federal, State, and/or County auditors and any persons duly authorized by the County shall have full access and the right to examine any of said materials during said period. Such access is granted notwithstanding any exemption from disclosure that may be claimed for those records which are subject to nondisclosure agreements, trade secrets and commercial information or financial information that is privileged or confidential. Without limiting the generality of the foregoing, records directly related to contract expenditures shall be kept for a period of ten (10) years because the statute of limitations for the New York False Claims Act (New York False Claims Act § 192) is ten (10) years.

32. Certification Regarding Lobbying

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

33. Notice

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

End of Text for Exhibit 1

Exhibit 2
Suffolk County Legislative Requirements

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

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

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

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

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

2. Living Wage Law

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

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

Contract and to seek other remedies as set forth therein, for violations of this Law.

Required Forms:

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

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

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

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

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

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

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

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

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

Required Form:

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

4. Lawful Hiring of Employees Law

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

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

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

other financial compensation agreement between the covered employer and the County; and shall be made available to the public upon request.

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

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

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

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

Required Forms:

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

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

5. Gratuities

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

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

an agreement.

6. Prohibition Against Contracting with Corporations that Reincorporate Overseas

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

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

7. Child Sexual Abuse Reporting Policy

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

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

8. Non Responsible Bidder

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

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

9. Use of Funds in Prosecution of Civil Actions Prohibited

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

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

any judicial or administrative forum.

10. Youth Sports

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

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

11. Work Experience Participation

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

12. Safeguarding Personal Information of Minors

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

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

13. Suffolk County Local Laws Website Address

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

End of Text for Exhibit 2

TOWN OF RIVERHEAD

Resolution # 172

**ADOPTS DECISION REGARDING GRIEVANCE MADE BY CIVIL SERVICE
EMPLOYEES ASSOCIATION, INC., LOCAL 1000, AFSCME, AFL-CIO, RIVERHEAD
UNIT OF THE SUFFOLK LOCAL # 85 (CSEA)**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, the CSEA made a Class Action Grievance in accordance with the benefits and protections set forth in the collective bargaining agreement (“Agreement”); and

WHEREAS, on February 6, 2014 the Town Board conducted a hearing in accordance with Article 8 paragraph 2 of the CSEA 2011-2014 Agreement; and

WHEREAS, upon deliberation of the Class Action Grievance, the Town Board has reached a determination of the matter and wish to issue a determination.

NOW THEREFORE BE IT RESOLVED, that the Town Board be and hereby denies the Class Action Grievance with CSEA and authorizes the Supervisor to execute a memo and transmit the decision; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Personnel Director, CSEA Unit President, the Town Attorney’s Office and the Financial Administrator; and

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 173

**APPROVES CHAPTER 90 APPLICATION OF
LONG ISLAND AERO MODELERS ASSOCIATION
(August 15th – 17th, 2014)**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, on February 21, 2014, the Long Island Aero Modelers Association (“LIAMA”) submitted a Chapter 90 Application for the purpose of conducting a “National Model Aviation Day” to benefit the Wounded Warriors of Long Island, to be held at Calverton Enterprise Park, Calverton, New York, New York, on Friday, August 15, 2014 through Sunday, August 17, 2014, between the hours of 9:00 a.m. and 7:00 p.m., (set-up to take place between 7:00 a.m. and 9:00 a.m.); and

WHEREAS, LIAMA 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 90 Application fee be waived due to its not-for-profit status; and

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

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

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

RESOLVED, that the application of LIAMA. for the purpose of conducting a “National Model Aviation Day” to benefit the Wounded Warriors of Long Island, to be held at Calverton Enterprise Park, Calverton, New York, on Friday, August 15, 2014 through Sunday, August 17, 2014, between the hours of 9:00 a.m. and 7:00 p.m., (set-up to take place between 7:00 a.m. and 9:00 a.m.), is hereby approved; and be it further

RESOLVED, that due to Long Island Aero Modelers Association's not-for-profit status, the Town Board of the Town of Riverhead hereby waives the Chapter 90 application fee for this event; 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 August 1, 2014; and be it further

RESOLVED, that this approval is **subject to** the execution and acceptance of a License Agreement with the Town of Riverhead Community Development to enter and utilize a portion of the Park; and be it further

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

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

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to Long Island Aero Modelers Association, 266 Lawrence Street, Sayville, New York, 11782; and be it further

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 174

AUTHORIZES THE TOWN ACCOUNTING DEPARTMENT TO RELEASE A \$10,000.00 POST-CONSTRUCTION STORM WATER MAINTENANCE SECURITY DEPOSIT TO LOWES HOME CENTERS, INC., REGARDING 1461 OLD COUNTRY ROAD, RIVERHEAD, NEW YORK, SCTM NOS. 600-101-2-15.6 AND 600-125-1-LOTS 1 AND 2.2

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, Lowes Home Centers, Inc., has constructed improvements at real property located at 1461 Old Country Road, Riverhead, SCTM Nos. 600-101-2-15.6 and 600-125-1-Lots 1 and 2.2; and

WHEREAS, the nature of the improvements required a restrictive covenant as a deed restriction on the subject real property, a post-construction storm water maintenance agreement and attendant security deposit in the amount of \$10,000.00 pursuant to Riverhead Town Code sections 110-8 and 110-12 for the purpose of ensuring storm water code provisions and regulations compliance during the post-construction operation period of the improved property; and

WHEREAS, the Town Engineering Department has determined that retention of the \$10,000.00 post-construction storm water maintenance deposit is no longer necessary or warranted to ensure compliance with applicable storm water code provisions and regulations based upon monitoring and inspection during the applicable time period.

NOW, THEREFORE, BE IT RESOLVED, that the Town Accounting Department is authorized to immediately release a \$10,000.00 post-construction storm water security deposit in a draft made payable to "Lowes Home Centers, Inc.," which shall be forwarded to Tara Visconti, Esq., of the law firm of Buzzel, Blanda & Visconti, LLP, 535 Broadhollow Road, Suite B-4, Melville, New York, 11747; and

BE IT FURTHER RESOLVED, that the Town Clerk is hereby authorized and directed to forward a copy of this resolution to Tara Visconti, Esq., c/o Buzzell, Blanda & Visconti, LLP, 535 Broadhollow Road, Suite B-4, Melville, New York 11747; Drew Dillingham, P.E., Engineering Department; and the Department of Finance.

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

THE VOTE

Giglio Yes No

Gabrielsen Yes No

Wooten Yes No

Dunleavy Yes No

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 175

**APPROVES THE CHAPTER 90 APPLICATION OF
THE LONG ISLAND MOOSE CLASSIC CAR CLUB
(Car Show – May 10, 2014)**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, on February 26, 2014, the Long Island Moose Classic Car Club submitted a Chapter 90 Application for the purpose of conducting a car show, a fundraiser to benefit the Wounded Warriors of Long Island, said event to include craft sales and live entertainment, to be held on Saturday, May 10, 2014, having a rain date of Saturday, May 17, 2014, at the Lowe's parking lot, located at 1461 Old Country Road, Riverhead, New York, between the hours of 8:00 a.m. and 5:00 p.m.; and

WHEREAS, the Long Island Moose Classic Car Club 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 Long Island Moose Classic Car Club has requested the applicable Chapter 90 Application fee be waived due to its not-for-profit status; and

WHEREAS, the Long Island Moose Classic Car Club has requested the applicable temporary event sign 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 Town of Riverhead hereby determines the action to be an "Unlisted" action in accordance with 6 NYCRR 617.7(a) and hereby issues a Negative Declaration pursuant to 6 NYCRR 617.7(a)(2); and be it further

RESOLVED, that the Chapter 90 Application of the Long Island Moose Classic Car Club for the purpose of conducting a car show, a fundraiser to benefit the Wounded Warriors of Long Island, said event to include craft sales and live entertainment, to be held on Saturday, May 10, 2014, having a rain date of Saturday, May 17, 2014, at the

Lowe's parking lot, located at 1461 Old Country Road, Riverhead, New York, between the hours of 8:00 a.m. and 5:00 p.m., is hereby approved; and be it further

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

RESOLVED, that the Town Board hereby waives the applicable temporary special event sign fee due to the applicant's not-for-profit status; 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 requirements of the NFPA Life Safety Code (NFPA 101), the NFPA Temporary Membrane Structures/Tents (NFPA 102), the Fire Code of New York State and the Building Code of New York State; and be it further

RESOLVED, that approval for this event shall be subject to the receipt of required Suffolk County Department of Health permit(s), including the Temporary Food Service Permit; and be it further

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to the Long Island Moose Classic Car Club, c/o Charles Cali, 45 Laurin Road, Calverton, New York, 11933; and be it further

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 176

**APPROVES CHAPTER 90 APPLICATION OF
NORTH FORK ENVIRONMENTAL COUNCIL
(5K EARTH DAY RUN– Sunday, April 27, 2014)**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, on January 16, 2014, the North Fork Environmental Council submitted a Chapter 90 Application for the purpose of conducting a “5K Earth Day Run” to be held at EPCAL, Calverton, New York, on Sunday, April 27, 2014, between the hours of 8:00 a.m. and 12 o’clock noon; and

WHEREAS, North Fork Environmental Council 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 90 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 Riverhead Town Attorney has reviewed all documents including the certificate of insurance regarding said application.

NOW THEREFORE BE IT RESOLVED, that 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 90 application of North Fork Environmental Council for the purpose of conducting a “5K Earth Day Run” to be held at EPCAL, Calverton, New York, on Sunday, April 27, 2014, between the hours of 8:00 a.m. and 12 o’clock noon, is hereby approved; 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 1, 2014; and be it

further

RESOLVED, that this approval is **subject to** the execution and acceptance of a License Agreement with the Town of Riverhead Community Development to enter and utilize a portion of the Park; and be it further

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

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

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to the North Fork Environmental Council, P.O. Box 799, Mattituck, New York, 11952 to the attention of William H. Toedter; and be it further

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

THE VOTE

Giglio Yes No

Wooten Yes No

Gabrielsen Yes No

Dunleavy Yes No

Walter Yes No

The Resolution Was Thereupon Duly Declared **WITHDRAWN**

TOWN OF RIVERHEAD

Resolution # 177

**AUTHORIZES THE RETENTION OF EASTERN CONSTRUCTION MANAGEMENT INC.
AS AN EXPERT IN THE MATTER OF THE APPEAL OF HUNTER/SCHULZ**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, John Hunter and Don Schulz have filed an appeal to the Zoning Board of Appeals (Appeal No. 13-27) seeking relief from denial of a certificate of occupancy by the Building Department regarding premises at 26 Beach Road, Aquebogue, New York; which premises is also known as SCTM # 0600-113-2-30; and

WHEREAS, the Zoning Board of Appeals, on advice of special counsel, has determined that it would be appropriate to engage the services of an expert to review in these matters.

NOW, THEREFORE, BE IT RESOLVED, that, nunc pro tunc, the Town Board, be and hereby, approves the retention of Frank X. DarConte, AIA from Eastern Construction Management, Inc. by the Zoning Board of Appeals of the Town of Riverhead, to act as its expert in connection with Appeal No. 13-27 at a cost not to exceed \$1,500.00 and authorizes execution of letter agreement attached; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to the Law Firm of Scott DeSimone, P.C., LLP, 41780 Route 25, P.O. Box 233, Peconic, New York 11958-0233 and Eastern Construction Management, Inc., The Studio @ Cold Spring, 2785 Route 9, P.O. Box 307, Cold Spring, New York 10516; and be it further

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

EASTERN CONSTRUCTION MANAGEMENT INC.

The Studio @ Cold Spring
2785 Route 9
PO Box 307
Cold Spring, New York 10516

March 5th, 2014

Scott DeSimone P.C.
P.O. Box 233
41780 Route 25
Peconic, New York 11958-0233

Attn: Scott DeSimone Esq.

Dear Mr. DeSimone,

This letter confirms that you have retained me to represent you in connection with the following matter:

*Town of Riverhead Zoning Board of Appeals
ZBA Appeal of John Hunter/Don Schultz
Premeises: 26 Beach Road, Aqueboque*

Pursuant to our agreement, I will provide services to you as an independent professional. Payment to me for the services I provide is not dependent upon my findings, nor on the outcome of any legal action, mediation, arbitration, or the amount or terms of any settlement of the underlying legal cause, nor on any contractual arrangement between you and any other person or party.

Fees for my services: Except as outlined herein, I shall be paid by you at the rate of \$175.00 per hour for all tasks performed under this agreement, including but not limited to analysis, calculations, conclusions, preparation of reports, and necessary travel time. Fees will be billed by the tenth of an hour, with a minimum charge for any discrete task of two tenths of an hour. For testimony at deposition or trial, I shall be paid at the rate of \$225.00 per hour, to be billed in hourly increments. This rate for testimony shall apply both while I am waiting to give testimony, whether at an office or court and for time taken for breaks or meals, as well as for time spent actually giving testimony.

Graphic Design and Exhibit Preparation: You also agree to reimburse me for time spent preparing graphics or exhibits at the rate of \$100.00 per hour, regardless of who performs the associated services. In the event that I outsource the preparation of graphics or exhibits, you shall reimburse me for the actual cost of the outsourced services, plus a five percent (5%) handling fee; however, the fee for outsourced services shall not exceed the rate of \$100.00 per hour without your approval. The fees outlined in this paragraph do not include the cost of materials.

You agree to reimburse me for expenses as follows:

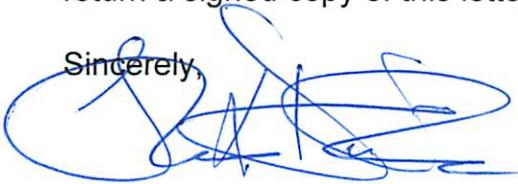
Expenses associated with photography, reproduction of documents and photographs, preparation of exhibits, storage of materials or evidence, and other reasonable expenditures shall be reimbursed at market rates.

You have had the opportunity to investigate and verify my credentials, and you agree that I am qualified to perform the services described in this contract.

You are responsible for all payments as outlined in this contract, regardless of any arrangement you may have with any party or parties you represent. I will issue bills on a monthly basis, or whatever other interval I deem appropriate. Bills are due on receipt, and shall be considered delinquent if unpaid more than thirty days after their date of issuance. Interest shall accrue to any delinquent balance at the maximum rate permitted by law, not to exceed 1.5 per cent per month. In the event that a bill remains unpaid for sixty or more days after the date of issuance, I shall have the unrestricted right to resign from performing additional services for you and your firm on any and all cases that I am working on for your firm.

Your signature below represents your agreement with the terms set forth herein. Please return a signed copy of this letter to my office, along with the required engagement fee.

Sincerely,



Frank X. DarConte AIA

Scott DeSimone P.C.

I accept the terms of this agreement:

Date: _____



**Frank X. DarConte AIA
PhD. Candidate**

Biography

Frank DarConte is a licensed architect in New York State and an experienced leader within all areas of facilities construction. Holding degrees from NYIT and Pratt Institute, Mr. DarConte joined the DeMatteis Organizations in 1979. Throughout his career, Mr. DarConte progressed through a series of positions including project superintendent, project manager, staff architect and project executive. Since 1992, Mr. DarConte has served as managing principal for two prominent Long Island based construction management/general contracting firms and brings a seasoned perspective to industry project delivery practices. During his 35 year career, he has participated in over one billion dollars' worth of construction projects as a program manager, construction manager, general contractor and design-build contractor.

Mr. DarConte is currently a principal of W.J. Northridge Construction Corp. He is responsible for the firm's business development activities as well as leading the overall pre – construction efforts for the organizations' construction management services programs. His experiences include the completion of both private and public sector programs constructed under several project delivery systems including general contracting, construction management @ risk, program management, and design – build.

Mr. DarConte is currently completing research/dissertation requirements for a Doctoral Degree in Civil Engineering/Construction Management. His research and professional interests include innovations in project delivery, risk analysis, methods and principles of lean construction, and sustainability in the built environment. This academic connection provides access to valuable technical and knowledge based resources for his firm's construction management team. Mr. DarConte currently serves on the government relations committee for the AGC of NYS and holds professional memberships in the American Institute of Architects, the Society of American Military Engineers and Chi Epsilon, the Civil Engineering National Honor Society. In addition he serves as an adjunct professor in the Department of Civil and Urban Engineering where he teaches "Construction Materials and Methods" in the NYU-Poly undergraduate civil engineering and construction management program.

TOWN OF RIVERHEAD

Resolution # 178

URGES SUPPORT FOR A UNIFIED ELECTION DATE FOR SPECIAL DISTRICTS

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, in any democratic government voting is the most common means of participation in that government, and works best when voters participate in the elections that determine leadership and policy; and

WHEREAS, the democratic process on Long Island is confusing due to the fact that there are more than 900 different taxing entities comprising our local governments, including numerous special districts such as library, fire, water, sanitation, parks, etc. with varying election days for their elections; and

WHEREAS, with the myriad of taxing entities and their different election dates throughout the year it is difficult for residents and taxpayers to keep track of how their tax dollars are being spent, which typically constitute a significant portion of their property taxes; and

WHEREAS, low voter turnout below 5% is considered “normal” for special districts; and

WHEREAS, it has been documented that voter turnout for school districts and fire districts increased when a single date was established for all school district elections and a single date was established for all fire district elections; and

WHEREAS, single date elections for special districts will focus media and voter attention on relevant issues increasing the likelihood that the public’s interest is served; now, therefore, be it

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead, be and hereby, supports attaining a unified election date for Long Island’s special districts and urges our state representatives to consider legislation to establish a common day for special district elections in the counties of Nassau and Suffolk; and be it further

RESOLVED, that the Town Clerk is directed to forward this resolution to Senator Kenneth LaValle, Assemblyman Fred Thiele, Governor Andrew Cuomo and Energia Partnership at Molloy College advising them of our position and a call for action; and be it further

RESOLVED, that the Town of Riverhead will work with local advocacy groups whose mission is focused on voter reform issues, such as the League of Women Voters and others to enlist their assistance in raising public awareness and developing an educational campaign to gain widespread popular support for this effort.

THE VOTE

Giglio - ABSTAIN

Gabrielsen Yes No

Wooten Yes No

Dunleavy Yes No

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 179

APPOINTS MEMBER TO THE AGRICULTURAL ADVISORY COMMITTEE

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, Resolution #763 of August 2, 2005 adopted guidelines for Town Board Advisory Committees; and

WHEREAS, guideline #1 states that each committee will consist of no less than seven and no more than nine members who will serve a term no longer than two years subject to reappointment; and

WHEREAS, there is a vacancy on the Agricultural Advisory Committee and Matthew R. Pendleton expressed interest in serving on the committee.

NOW, THEREFORE, BE IT RESOLVED, the Town Board hereby appoints Matthew R. Pendleton to the Agricultural Advisory Committee for a two-year term to expire March 2016; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Matthew R. Pendleton; and be it further

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 180

APPOINTS MEMBER TO THE LANDMARK PRESERVATION COMMISSION

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, on June 20, 2006, the Town Board adopted Chapter 73 "Landmark Preservation" of the Town Code of the Town of Riverhead; and

WHEREAS, Chapter 73, Section 73-2 of the Landmarks Preservation Law authorized the Town Board to appoint seven members to serve on the Landmarks Preservation Commission; and

WHEREAS, pursuant to the provisions of Chapter 73, Section 73-2(C) the commission members are to be appointed for three-year terms; and

WHEREAS, a vacancy presently exists on the commission.

NOW, THEREFORE, BE IT RESOLVED, the Town Board hereby appoints Cliff Baldwin to the Landmarks Preservation Commission for a three-year term set to expire March 2017; and be it further

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

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 181

APPOINTS MEMBER TO THE RECREATION ADVISORY COMMITTEE

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, Resolution #763 of August 2, 2005 adopted guidelines for Town Board Advisory Committees; and

WHEREAS, guideline #1 states that each committee will consist of no less than seven and no more than nine members who will serve a term no longer than two years subject to reappointment; and

WHEREAS, there is a vacancy on the Recreation Advisory Committee and Steve Sypher expressed interest in serving on the committee.

NOW, THEREFORE, BE IT RESOLVED, the Town Board hereby appoints Steve Sypher to the Recreation Advisory Committee for a two-year term to expire March 2016; and be it further

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

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 182

APPOINTS MEMBERS TO THE RECREATION ADVISORY COMMITTEE

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, Resolution #763 of August 2, 2005 adopted guidelines for Town Board Advisory Committees; and

WHEREAS, guideline #1 states that each committee will consist of no less than seven and no more than nine members who will serve a term no longer than two years subject to reappointment; and

WHEREAS, Edward Powers, John White, and Larry Williams have volunteered on the committee in the past with no formal appointment.

NOW, THEREFORE, BE IT RESOLVED, the Town Board hereby appoints the following individuals to the Recreation Advisory Committee with their respective terms as follows:

Edward Powers	1-year term expiring March 2015
John White	2-year term expiring March 2016
Larry Williams	2-year term expiring March 2016

and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Edward Powers, John White, and Larry Williams; and be it further

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 183

REAPPOINTS MEMBER TO THE RECREATION ADVISORY COMMITTEE

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, Resolution #763 of August 2, 2005 adopted guidelines for Town Board Advisory Committees; and

WHEREAS, guideline #1 states that each committee will consist of no less than seven and no more than nine members who will serve a term no longer than two years subject to reappointment; and

WHEREAS, Robert Danowski was reappointed to the Recreation Advisory Committee by Resolution #106 adopted on February 2, 2010 with a term expiring January 2012; and

WHEREAS, the Town Board wishes to reappoint Robert Danowski to the Recreation Advisory Committee for a one-year term with successive reappointments set as two-year terms.

NOW, THEREFORE, BE IT RESOLVED, the Town Board hereby reappoints Robert Danowski to the Recreation Advisory Committee for a one-year term set to expire March 2015; and be it further

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

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 184

REAPPOINTS MEMBER TO THE RECREATION ADVISORY COMMITTEE

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, Resolution #763 of August 2, 2005 adopted guidelines for Town Board Advisory Committees; and

WHEREAS, guideline #1 states that each committee will consist of no less than seven and no more than nine members who will serve a term no longer than two years subject to reappointment; and

WHEREAS, Brian Mills was reappointed to the Recreation Advisory Committee by Resolution #182 adopted on March 16, 2010 with a term expiring January 2012; and

WHEREAS, the Town Board wishes to reappoint Brian Mills to the Recreation Advisory Committee for a two-year term.

NOW, THEREFORE, BE IT RESOLVED, the Town Board hereby reappoints Brian Mills to the Recreation Advisory Committee for a 2-year term set to expire March 2016; and be it further

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

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 185

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

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

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

WHEREAS, the Town Clerk is hereby authorized to publish and post the following public notice in the MARCH 27, 2014 issue of the News Review.

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

NOTICE TO BIDDERS

Sealed bids for the purchase of **2004 USED PICKUP TRUCK** for the use in the Town of Riverhead, Riverhead, New York will be received by the Town of Riverhead at the Office of the Town Clerk, Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York until 11:00 am on APRIL 25, 2014 at which time they will be publicly opened and read aloud.

Bid packets including specifications may be examined and/or obtained on MARCH 27, 2014 on the Town's website at www.townofriverheadny.gov click on bid requests or at the Office of the Town Clerk between the hours of 8:30 am and 4:30 pm weekdays, except holidays.

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

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

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

Diane M. Wilhelm, Town Clerk

TOWN OF RIVERHEAD

Resolution # 186

GENERAL FUND

BUDGET ADJUSTMENT

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, a budget adjustment is necessary for the purchase of communication equipment for the Police Department;

WHEREAS, Suffolk County provides the Town of Riverhead a revenue sharing 2014 E-911 grant for police communications;

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

		<u>FROM</u>	<u>TO</u>
001.031200.491255	Suffolk County E911 Aid	22,000	
001.031200.524201	Police Computers		22,000

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

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 187

**AUTHORIZES THE SUPERVISOR TO EXECUTE A
STIPULATION WITH THE RIVERHEAD PBA**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Town's contract with the PBA contains inconsistencies regarding payment to a surviving spouse or estate; and

WHEREAS, the Town Board and the Riverhead PBA agreed to reopen the contract solely to clarify Article XV(B).

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby approves stipulation of agreement with the Riverhead PBA and authorizes the Town Supervisor to execute same with his signature; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a certified copy of this resolution to Dixon Palmer, Riverhead PBA President, Town Attorney and Financial Administrator; and be it further

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 188

**AUTHORIZES SETTLEMENT OF LEGAL ACTION BY MOUNTAINBROOK HOMES
AT ROANOKE LANDING, LLC AGAINST THE TOWN OF RIVERHEAD**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, a legal action was commenced by Mountainbrook Homes at Roanoke Landing, LLC against the Town of Riverhead in the Supreme Court, Suffolk County under Index No. 033737/2010; and

WHEREAS, the parties entered into negotiations and reached a settlement of that legal action inclusive of all costs, expenses and interest; and

WHEREAS, in light of the costs attendant to proceeding to a trial with the attendant uncertainties of litigation it is in the best interests of the Town to accept the settlement.

NOW BE IT RESOLVED, that the Town Board of the Town of Riverhead be and hereby accepts the settlement proposed regarding legal action commenced by Mountainbrook Homes at Roanoke Landing, LLC against the Town of Riverhead in the Supreme Court, Suffolk County under Index No. 033737/2010; and be it further

RESOLVED, that the Supervisor is authorized to sign all documents necessary to effectuate that settlement of the legal action commenced by Mountainbrook Homes at Roanoke Landing, LLC against the Town of Riverhead in the Supreme Court, Suffolk County under Index No. 033737/2010; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Planning Board, the Planning Department, and the Town Attorney.

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 189

PAYS BILLS

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

ABSTRACT #14-9 March 6, 2014 (TBM 3/18/14)			
			Grand
Fund Name	Fund #	Ckrun Total	Totals
GENERAL FUND	1	909,764.04	909,764.04
POLICE ATHLETIC LEAGUE	4	6,010.00	6,010.00
RECREATION PROGRAM	6	5,523.88	5,523.88
MULTI YEAR OPERATING GRANT FUND	99	141,750.00	141,750.00
HIGHWAY FUND	111	154,783.62	154,783.62
WATER DISTRICT	112	58,624.31	58,624.31
RIVERHEAD SEWER DISTRICT	114	27,335.56	27,335.56
REFUSE & GARBAGE COLLECTION DISTRICT	115	6,418.19	6,418.19
STREET LIGHTING DISTRICT	116	58,208.97	58,208.97
PUBLIC PARKING DISTRICT	117	17,031.51	17,031.51
AMBULANCE DISTRICT	120	2,494.90	2,494.90
EAST CREEK DOCKING FACILITY FUND	122	1,483.04	1,483.04
CALVERTON SEWER DISTRICT	124	900.38	900.38
RIVERHEAD SCAVENGER WASTE DIST	128	15,676.33	15,676.33
WORKERS' COMPENSATION FUND	173	61,996.03	61,996.03
RISK RETENTION FUND	175	2,667.50	2,667.50
CDBG CONSORTIUM ACCOUNT	181	128.69	128.69
CALVERTON SEWER CAPITAL PROJECT	424	51,413.05	51,413.05
TRUST & AGENCY	735	1,134,835.25	1,134,835.25
CALVERTON PARK - C.D.A.	914	44,710.44	44,710.44
TOTAL ALL FUNDS		2,701,755.69	2,701,755.69

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 189

PAYS BILLS

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

ABSTRACT #14-10 March 13, 2014 (TBM 3/18/14)			
Fund Name	Fund #	Ckrun Total	GrandTotals
GENERAL FUND	1	152,419.26	152,419.26
POLICE ATHLETIC LEAGUE	4	3,724.35	3,724.35
RECREATION PROGRAM FUND	6	6,648.54	6,648.54
HIGHWAY FUND	111	9,392.58	9,392.58
WATER DISTRICT	112	59,243.94	59,243.94
RIVERHEAD SEWER DISTRICT	114	9,206.35	9,206.35
REFUSE & GARBAGE COLLECTION DI	115	944.10	944.10
STREET LIGHTING DISTRICT	116	11,367.90	11,367.90
AMBULANCE DISTRICT	120	1,004.51	1,004.51
CALVERTON SEWER DISTRICT	124	1,914.40	1,914.40
RIVERHEAD SCAVENGER WASTE DIST	128	3,037.37	3,037.37
COMMUNITY DEVELOPMENT AGENCY C	405	7,601.00	7,601.00
TRUST & AGENCY	735	241,250.97	241,250.97
CALVERTON PARK - C.D.A.	914	526.56	526.56
TOTAL ALL FUNDS		508,281.83	508,281.83

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 190

AUTHORIZES TOWN CLERK TO PUBLISH AND POST THE ATTACHED NOTICE TO BIDDERS FOR ANNUAL CONSTRUCTION CONTRACT

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

RESOLVED, that the Town Clerk be and is hereby authorized to publish and post the attached Notice to Bidders for the ANNUAL CONSTRUCTION CONTRACT in the March 27, 2014 issue of the official Town newspaper; and

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

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

There was a motion to consider resolution #190 by Councilman Dunleavy, seconded by Councilman Wooten. Motion carried by unanimous vote. Immediately thereafter there was a motion to put to vote

THE VOTE

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

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD
NOTICE TO BIDDERS**

Sealed proposals for the **ANNUAL CONSTRUCTION CONTRACT** will be received by the Office of the Town Clerk, Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York until 4:00 pm on April 10, 2014 and will be publicly opened and read aloud at 11:00 am on April 11, 2014 in the Office of the Town Clerk.

Plans and specifications may be examined and/or obtained on or about March 27, 2014 at the Office of the Town Clerk between the hours of 8:30 am and 4:30 pm weekdays, except holidays or by visiting the Town of Riverhead website: www.townofriverheadny.gov and click on Bid Requests.

Each proposal must be submitted on the form provided and must be in a sealed envelope clearly marked, "Annual Construction Contract".

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

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

Dated: March 18, 2014

TOWN OF RIVERHEAD

Resolution # 191

AUTHORIZES TOWN CLERK TO PUBLISH AND POST THE ATTACHED NOTICE TO BIDDERS FOR ANNUAL PROCUREMENT CONTRACT

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

RESOLVED, that the Town Clerk be and is hereby authorized to publish and post the attached Notice to Bidders for the Annual Procurement Contract in the March 27, 2014 issue of the official Town newspaper; and

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

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

There was a motion to consider resolution #191 by Councilman Dunleavy, seconded by Councilman Wooten. Motion carried by unanimous vote. Immediately thereafter there was a motion to put to vote

THE VOTE

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

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD
NOTICE TO BIDDERS

Sealed proposals for the **ANNUAL PROCUREMENT CONTRACT** will be received by the Office of the Town Clerk, Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York until 4:00 pm on April 10, 2014 and will be publicly opened and read aloud at 11:10 am on April 11, 2014 in the Office of the Town Clerk.

Plans and specifications may be examined and/or obtained on or about March 27, 2014 at the Office of the Town Clerk between the hours of 8:30 am and 4:30 pm weekdays, except holidays or by visiting the Town of Riverhead website: www.townofriverheadny.gov and click on Bid Requests.

Each proposal must be submitted on the form provided and must be in a sealed envelope clearly marked, "Annual Procurement Contract".

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

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

Dated: March 18, 2014