

TOWN OF RIVERHEAD

Resolution # 246

APPOINTS STEERING COMMITTEE FOR NYDOS FOR BOA GRANT

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the New York Department of State solicited applications from municipalities to participate in the Brownfield Opportunity Areas (BOA) Program for assistance in redeveloping brownfields, abandoned or vacant buildings and areas of economic distress by funding a range of pre-development activity necessary to attract investment to transform underutilized properties for new uses; and

WHEREAS, a BOA grant was awarded to the Town by NYSDOS in the amount of \$567,000 to assist with redevelopment of dormant and blighted lands along the Main Street/NYS Route 25 corridor into productive and catalytic areas while restoring environmental quality by providing the resources to address redevelopment planning, access to expert environmental and economic analysis, and environmental site assessment for strategic redevelopment parcels; and

WHEREAS, the BOA grant workplan encourages creation of a BOA Steering Committee to assist with implementation of the grant; and

WHEREAS, the Town Board has selected and met with a group of engaged community members willing to participate in the BOA Steering Committee; and

NOW THEREFORE BE IT RESOLVED, that the Town Board hereby appoints the following members to the BOA Steering Committee

- Ray Pickersgill, Riverhead BID President
- Janine Nebons, Riverhead Chamber President/GM Tanger Outlets
- Bryan Deluca, GM Long Island Aquarium
- Dee Muma, Owner/Developer, 1 East Main/10 Peconic Avenue
- Dennis McDermott, Proprietor, The Riverhead Project ; and be it further

RESOLVED, that the Town Clerk shall send a copy of this resolution to Community Development and all members of the BOA Steering Committee; 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 ABSENT Gabrielsen Yes No

Wooten Yes No Dunleavy Yes No

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

04.03.12
120247

ADOPTED

TOWN OF RIVERHEAD

Resolution # 247

AWARDS BID FOR ANNUAL CONSTRUCTION CONTRACT

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

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

WHEREAS, eleven (11) bids were received, opened and read aloud on March 23, 2012 at 11:05 in the Office of the Town Clerk, 200 Howell Avenue, Riverhead, New York.

NOW, THEREFORE, BE IT RESOLVED, that the bid for the Annual Construction Contract be and is hereby awarded as follows:

Award No. 1 - Pre-Engineered Sun Shelter - 24' Diameter

Low Bidder: Louis Barbato Landscaping

Alternate Low Bidder: Laser Industries

Award No.	Item No.	Description	Unit	Quantity	Louis Barbato Landscaping		Laser	
					Unit Cost	Total Price	Unit Cost	Total Price
1	5	Pre-Engineered Sun Shelter - 24' Diameter	Each	1	\$33,000.00	\$33,000.00	\$53,300.00	\$53,300.00
					Total	\$33,000.00	Total	\$53,300.00

Award No. 2 – Mixed In Place Road Reconstruction – Low Quantity

Low Bidder: Suffolk Asphalt Corp

Alternate Low Bidder: Laser Industries

Award No.	Item No.	Description	Unit	Quantity	Estimated Quantity	Suffolk		Laser Industries		
						Unit Cost	Total Price	Unit Cost	Total Price	
2	2	Unclassified Excavation	CY	50-175	55	\$25.00	\$1,375.00	\$50.00	\$2,750.00	
	2U	Removal of Unsuitable Material	CY	25-100	25	\$2.00	\$50.00	\$40.00	\$1,000.00	
	3S	Excavation and Embankment	CY	50-175	55	\$20.00	\$1,100.00	\$40.00	\$2,200.00	
	4	Stabilized Mixed-in-Place Recycled Base Course	SY	500-2000	1250	\$6.00	\$7,500.00	\$10.00	\$12,500.00	
	4-P	Recycled Concrete Aggregate	CY	25-100	300	\$25.00	\$7,500.00	\$40.00	\$12,000.00	
	25-C	Casting Adjustment	Ea	1-5	3	\$175.00	\$525.00	\$300.00	\$900.00	
	25-S	Subgrade Area Material	CY	0-1	1	\$100.00	\$100.00	\$100.00	\$100.00	
	25-P	10'x10' Pavement Patch	Ea	1-5	3	\$500.00	\$1,500.00	\$800.00	\$2,400.00	
	50	Asphalt Top Course Type 6F	Ton	0-175	150	\$140.00	\$21,000.00	\$160.00	\$24,000.00	
	55	Asphalt Concrete Type 1, Base Course	Ton	60-250	155	\$115.00	\$17,825.00	\$160.00	\$24,800.00	
	57	Asphalt Emulsions	Gal	1200-4500	2250	\$3.50	\$7,875.00	\$4.50	\$10,125.00	
	112	Topsoil and Seed	Sy	150-550	200	\$8.00	\$1,600.00	\$12.00	\$2,400.00	
	116	Thermoplastic ReflectORIZED Pavement Markings	LF	300-1200	600	\$1.50	\$900.00	\$2.50	\$1,500.00	
							\$68,850.00	\$96,675.00		

Award No. 3 – Mixed In Place Road Reconstruction – Large Quantity

Low Bidder: Suffolk Asphalt Corp

Alternate Low Bidder: Landtek

Award No.	Item No.	Description	Unit	Quantity	Estimated Quantity	Suffolk		Landtek	
						Unit Cost	Total Price	Unit Cost	Total Price
3	2	Unclassified Excavation	CY	175-500	200	\$10.00	\$2,000.00	\$40.00	\$8,000.00
	3S	Excavation and Embankment	CY	175-500	200	\$15.00	\$3,000.00	\$20.00	\$4,000.00
	4	Stabilized Mixed-in-Place Recycled Base Course	SY	2001-6000	2002	\$4.75	\$9,509.50	\$7.00	\$14,014.00
	4-P	Recycled Concrete Aggregate	CY	101-200	165	\$9.00	\$1,485.00	\$32.00	\$5,280.00
	25-C	Casting Adjustment	EA	6-10	8	\$150.00	\$1,200.00	\$375.00	\$3,000.00
	25-S	Subgrade Area Material	CY	OVER 1	2	\$100.00	\$200.00	\$40.00	\$80.00
	25-P	10'x10' Pavement Patch	Ea	6-10	8	\$500.00	\$4,000.00	\$1,500.00	\$12,000.00
	50	Asphalt Top Course Type 6F	Ton	176-550	250	\$120.00	\$30,000.00	\$165.00	\$41,250.00
	55	Asphalt Concrete Type 1, Base Course	Ton	251-710	250	\$100.00	\$25,000.00	\$160.00	\$40,000.00
	57	Asphalt Emulsions	Gal	4501-13500	4500	\$3.00	\$13,500.00	\$2.50	\$11,250.00

112	Topsoil and Seed	SY	551-1600	600	\$6.00	\$3,600.00	\$8.00	\$4,800.00
116	Thermoplastic ReflectORIZED Pavement Markings	LF	1201-3600	2200	\$1.35	\$2,970.00	\$1.30	\$2,860.00
						\$96,464.50		\$146,534.00

Award No. 4 – Roadway/Parking Lot Construction –
Low Quantity

Low Bidder: Suffolk Asphalt Corp

Alternate Low Bidder: Laser Industries

Award No.	Item No.	Description	Unit	Quantity	Estimated Quantity	Suffolk		Laser	
						Unit Cost	Total Price	Unit Cost	Total Price
4	1	Clearing and Grubbing	Acre	0-2.5	1	\$5,000.00	\$5,000.00	\$8,000.00	\$8,000.00
	2	Unclassified Excavation	CY	50-99	50	\$20.00	\$1,000.00	\$50.00	\$2,500.00
	3S	Excavation and Embankment	CY	50-99	50	\$20.00	\$1,000.00	\$50.00	\$2,500.00
	4-SS	Stabilized Soil Aggregate Subbase	CY	0-175	30	\$9.00	\$270.00	\$25.00	\$750.00
	25-C	Castling Adjustment	EA	1-5	2	\$100.00	\$200.00	\$300.00	\$600.00
	25-S	Subgrade Area Material	CY	0-1	1	\$100.00	\$100.00	\$40.00	\$40.00
	25-P	10'x10' Pavement Patch	EA	1-5	2	\$875.00	\$1,750.00	\$800.00	\$1,600.00
	50	Asphalt Top Course Type 6F	Ton	0-100	75	\$135.00	\$10,125.00	\$150.00	\$11,250.00
	55	Asphalt Concrete Type 1, Base Course	Ton	50-100	75	\$130.00	\$9,750.00	\$150.00	\$11,250.00
	116	Thermoplastic ReflectORIZED Pavement Markings	LF	50-600	300	\$1.45	\$435.00	\$2.50	\$750.00
	118-SWM	Straw/Wood Fiber Mulch-Temporary	SY	0-500	250	\$3.00	\$750.00	\$9.00	\$2,250.00
	118-SM	Seed and Mulch-Temporary	SY	0-500	250	\$4.00	\$1,000.00	\$9.00	\$2,250.00
	118-SSWM	Seed and Straw/Wood Fiber Mulch-Temporary	SY	0-500	250	\$4.00	\$1,000.00	\$18.00	\$4,500.00
	118-S	Straw Bale - Temporary	LF	50-600	50	\$15.00	\$750.00	\$10.00	\$500.00
	118-G	Geotextiles	SY	0-200	100	\$6.00	\$600.00	\$2.00	\$200.00
	118-SF	Silt Fence-Temporary	LF	50-600	50	\$15.00	\$750.00	\$16.00	\$800.00
	118-D	Drainage Structure Inlet Protection, Prefabricated-Temporary	EA	0-5	5	\$225.00	\$1,125.00	\$500.00	\$2,500.00
	118-J	Jute Mesh	Sy	0-200	100	\$4.00	\$400.00	\$9.00	\$900.00
	118-SCE	Stabilized Construction Entrance	SY	0-200	100	\$3.00	\$300.00	\$18.00	\$1,800.00
							\$36,305.00		\$54,940.00

Award No. 5 – Roadway/Parking Lot
Construction – High Quantity

Low Bidder: Suffolk Asphalt Corp

Alternate Low Bidder: Laser Industries

Award No.	Item No.	Description	Unit	Quantity	Estimated Quantity	Suffolk		Laser	
						Unit Cost	Total Price	Unit Cost	Total Price
5	1	Clearing and Grubbing	Acre	2.5-5	5	\$5,000.00	\$25,000.00	\$7,000.00	\$35,000.00
	2	Unclassified Excavation	CY	100-150	100	\$9.00	\$900.00	\$50.00	\$5,000.00
	3S	Excavation and Embankment	CY	100-150	100	\$15.00	\$1,500.00	\$50.00	\$5,000.00
	4-SS	Stabilized Soil Aggregate Subbase	CY	175-400	200	\$10.00	\$2,000.00	\$25.00	\$5,000.00
	25-C	Casting Adjustment	EA	1-5	2	\$300.00	\$600.00	\$300.00	\$600.00
	25-S	Subgrade Area Material	CY	0-1	1	\$100.00	\$100.00	\$40.00	\$40.00
	25-P	10'x10' Pavement Patch	EA	1-5	2	\$850.00	\$1,700.00	\$800.00	\$1,600.00
	50	Asphalt Top Course Type 6F	TON	101-200	150	\$105.00	\$15,750.00	\$150.00	\$22,500.00
	55	Asphalt Concrete Type 1, Base Course	TON	101-200	150	\$105.00	\$15,750.00	\$150.00	\$22,500.00
	116	Thermoplastic ReflectORIZED Pavement Markings	LF	601-1200	800	\$1.45	\$1,160.00	\$2.50	\$2,000.00
	118-SWM	Straw/Wood Fiber Mulch-Temporary	SY	OVER 500	1000	\$3.00	\$3,000.00	\$9.00	\$9,000.00
	118-SM	Seed and Mulch - Temporary	SY	OVER 500	1000	\$3.00	\$3,000.00	\$9.00	\$9,000.00
	118-SSWM	Seed and Straw/Wood Fiber Mulch- Temporary	SY	OVER 500	1000	\$3.00	\$3,000.00	\$18.00	\$18,000.00
	118-S	Straw Bale - Temporary	LF	601-1200-	650	\$7.00	\$4,550.00	\$10.00	\$6,500.00
	118-G	Geotextiles	SY	OVER 200	500	\$5.00	\$2,500.00	\$2.00	\$1,000.00
	118-SF	Silt Fence-Temporary	LF	601-1200	650	\$14.00	\$9,100.00	\$16.00	\$10,400.00
	118-D	Drainage Structure Inlet Protection, Prefabricated-Temporary	EA	OVER 500	10	\$200.00	\$2,000.00	\$500.00	\$5,000.00
	118-J	Jute Mesh	SY	OVER 200	500	\$3.00	\$1,500.00	\$9.00	\$4,500.00
	118-SCE	Stabilized Construction Entrance	SY	OVER 200	500	\$3.00	\$1,500.00	\$18.00	\$9,000.00
							\$94,610.00	\$171,640.00	

Award No. 6 – Drainage Installation

Low Bidder: KJB Industries

Alternate Low Bidder: Landtek

Award No.	Item No.	Description	Unit	Quantity	Estimated Quantity	KJB Industries		Landtek	
						Unit Cost	Total Price	Unit Cost	Total Price
6	4-P	Recycled Concrete Aggregate	CY	0 - 100	50	\$40.00	\$2,000.00	\$35.00	\$1,750.00
	7RR	Remove and Replace Concrete Curb	LF	20 - 120	30	\$60.00	\$1,800.00	\$42.00	\$1,260.00
	7ARR	Remove and Replace Concrete Header	LF	20 - 120	30	\$60.00	\$1,800.00	\$42.00	\$1,260.00
	9RR	Remove and Replace Conc. Sidewalk	SY	10 - 50	30	\$160.00	\$4,800.00	\$115.00	\$3,450.00
	13U-4"	Underdrain Pipe -4" Dia.	LF	10 - 100	60	\$10.00	\$600.00	\$8.00	\$480.00
	13U-6"	Underdrain Pipe -6" Dia.	LF	10 - 100	60	\$12.00	\$720.00	\$18.00	\$1,080.00
	13U-8"	Underdrain Pipe -8" Dia.	LF	10 - 100	60	\$14.00	\$840.00	\$30.00	\$1,800.00
	13P-12"	Polyethylene Pipe -12" Dia.	LF	10 - 100	60	\$20.00	\$1,200.00	\$38.00	\$2,280.00
	13P-15"	Polyethylene Pipe -15" Dia.	LF	10 - 100	60	\$22.00	\$1,320.00	\$42.00	\$2,520.00
	13P-18"	Polyethylene Pipe -18" Dia.	LF	10 - 100	60	\$25.00	\$1,500.00	\$48.00	\$2,880.00
	21A	Leaching Basins (8' Dia.x 4'L)	Ea.	1 - 5	3	\$3,500.00	\$10,500.00	\$3,400.00	\$10,200.00
	21B	Leaching Basins (8' Dia.x 8'L)	Ea.	1 - 5	3	\$4,000.00	\$12,000.00	\$4,000.00	\$12,000.00
	21C	Leaching Basins (8' Dia.x 12'L)	Ea.	1 - 5	3	\$4,500.00	\$13,500.00	\$4,700.00	\$14,100.00
	21D	Leaching Basins (10' Dia.x 4'L)	Ea.	1 - 5	3	\$3,600.00	\$10,800.00	\$3,800.00	\$11,400.00
	21E	Leaching Basins (10' Dia.x 8'L)	Ea.	1 - 5	3	\$4,200.00	\$12,600.00	\$4,600.00	\$13,800.00
	21F	Leaching Basins (10' Dia.x 12'L)	Ea.	1 - 5	3	\$4,500.00	\$13,500.00	\$5,300.00	\$15,900.00
	23A	Catch Basin Type A	Ea.	1 - 5	3	\$2,500.00	\$7,500.00	\$3,200.00	\$9,600.00
	23B	Catch Basin Type B	Ea.	1 - 5	3	\$2,500.00	\$7,500.00	\$2,850.00	\$8,550.00
	23AXD	Catch Basin Type A- Add Dept	VF	1 - 5	3	\$400.00	\$1,200.00	\$365.00	\$1,095.00
	23BXD	Catch Basin Type B - Add Depth	VF	1 - 5	3	\$400.00	\$1,200.00	\$340.00	\$1,020.00
	25-C	Casting Adjustment	Ea.	1-5	3	\$400.00	\$1,200.00	\$400.00	\$1,200.00
	25-S	Subgrade Area Material	CY	0-1	1	\$100.00	\$100.00	\$40.00	\$40.00
	25-P	10'x10' Pavement Patch	Ea.	1 - 5	3	\$3,500.00	\$10,500.00	\$2,000.00	\$6,000.00
	27-MH	Manholes-4'ID/Base Section 3'-6"	Ea.	1 - 5	3	\$2,500.00	\$7,500.00	\$3,200.00	\$9,600.00
	27-MHADX	Manholes-4'ID/Additional Depth	VF	1 - 5	3	\$400.00	\$1,200.00	\$300.00	\$900.00
	27-DI	Drop Inlets-2' ID/Base Section 3'	Ea.	1 - 5	3	\$2,000.00	\$6,000.00	\$2,400.00	\$7,200.00
	112	Topsoil and Seed	SY	0-500	250	\$12.00	\$3,000.00	\$8.00	\$2,000.00
Total Bid Comparison Price Award No. 6							\$136,380.00		\$143,365.00

Award No. 7 – Mill and Overlay Low Quantity

Low Bidder: Suffolk Asphalt Corp

Award No.	Item No.	Description	Unit	Quantity	Estimated Quantity	Suffolk	
						Unit Cost	Total Price
7	2U	Removal of unsuitable material (below lower limit if Item No. 4-SS)	CY	0 - 50	10	\$10.00	\$100.00
	4-SS	Stabilized Soil Aggregate Subbase	CY	0 - 20	5	\$6.00	\$30.00
	48	Asphalt Concrete Truing and Leveling Course	Ton	5 - 75	40	\$90.00	\$3,600.00
	50	Asphalt Top Course Type 6F	Ton	20 - 300	200	\$90.00	\$18,000.00
	59	Cold milling, shaping and removal of bituminous concrete pavement	SY	200 - 3,000	500	\$3.50	\$1,750.00
	116	Thermoplastic ReflectORIZED Pavement Markings	LF	0 - 2,000	1360	\$1.00	\$1,360.00
	118-SWM	Straw/Wood Fiber Mulch - Temporary	SY	0-500	250	\$1.00	\$250.00
	118-SM	Seed and Mulch - Temporary	SY	0-500	250	\$1.00	\$250.00
	118-SSWM	Seed and Straw/Wood Fiber Mulch - Temporary	SY	0-500	250	\$1.00	\$250.00
	118-S	Straw Bale - Temporary	LF	50-600	50	\$5.00	\$250.00
	118-G	Geotextiles	SY	0-200	100	\$3.00	\$300.00
	118-SF	Silt Fence - Temporary	LF	50-600	50	\$10.00	\$500.00
	118-D	Drainage Structure Inlet Protection, Prefabricated - Temporary	Ea.	0-5	5	\$225.00	\$1,125.00
	118-J	Jute Mesh	SY	0-200	100	\$2.00	\$200.00
	118-SCE	Stabilized Construction Entrance	SY	0-200	100	\$1.00	\$100.00
Total Bid Comparison Award No.7							\$28,065.00

Award No. 8 – Mill and Overlay High Quantity

Low Bidder: Suffolk Asphalt Corp

Award No.	Item No.	Description	Unit	Quantity	Estimated Quantity	Suffolk Asphalt	
						Unit Cost	Total Price
8	2U	Removal of unsuitable material (below lower limit if Item No. 4-SS)	CY	Over50	60	\$6.00	\$360.00
	4-SS	Stabilized Soil Aggregate Subbase	CY	21 - 40	30	\$11.00	\$330.00
	48	Asphalt Concrete Truing and Leveling Course	Ton	Over 75	100	\$90.00	\$9,000.00
	50	Asphalt Top Course Type 6F	Ton	301 - 1,000	500	\$90.00	\$45,000.00
	59	Cold milling, shaping and removal of bituminous concrete pavement	SY	Over 3,000	3001	\$1.95	\$5,851.95
	116	Thermoplastic ReflectORIZED Pavement Markings	LF	Over 2,000	2001	\$1.00	\$2,001.00
	118-SWM	Straw/Wood Fiber Mulch - Temporary	SY	Over 500	1000	\$2.00	\$2,000.00
	118-SM	Seed and Mulch - Temporary	SY	Over 500	1000	\$2.00	\$2,000.00
	118-SSWM	Seed and Straw/Wood Fiber Mulch - Temporary	SY	Over 500	1000	\$2.00	\$2,000.00
	118-S	Straw Bale - Temporary	LF	601-1,200	650	\$4.00	\$2,600.00
	118-G	Geotextiles	SY	Over 200	500	\$2.00	\$1,000.00
	118-SF	Silt Fence - Temporary	LF	601-1,200	650	\$2.00	\$1,300.00

118-D	Drainage Structure Inlet Protection, Prefabricated - Temporary	Ea.	Over 5	10	\$50.00	\$500.00
118-J	Jute Mesh	SY	Over 200	500	\$1.00	\$500.00
118-SCE	Stabilized Construction Entrance	SY	Over 200	500	\$1.00	\$500.00
Total Bid Comparison Award No.8						\$74,942.95

Award No. 9 – Concrete Flatwork and Curbing – Low Quantity

Low Bidder: Debut Concrete & General Construction Inc.

Alternate Low Bidder: Landtek

Award No.	Item No.	Description	Unit	Quantity	Estimated Quantity	Debut		Landtek	
						Unit Cost	Total Price	Unit Cost	Total Price
9	2U	Removal of Unsuitable Materials	CY	5 - 10	5	\$40.00	\$200.00	\$45.00	\$225.00
	6	Detectable Warning Units	SF	1 - 25	10	\$35.00	\$350.00	\$30.00	\$300.00
	7	Concrete Curb	LF	20-250	100	\$24.50	\$2,450.00	\$25.00	\$2,500.00
	7A	Concrete Header	LF	20-250	100	\$26.50	\$2,650.00	\$25.00	\$2,500.00
	7RR	Remove and Replace Concrete Curb	LF	20-250	100	\$28.50	\$2,850.00	\$28.50	\$2,850.00
	7ARR	Remove and Replace Concrete Header	LF	20-250	100	\$30.50	\$3,050.00	\$28.50	\$2,850.00
	8	Belgian Block Curb	LF	20-250	100	\$29.50	\$2,950.00	\$20.00	\$2,000.00
	8RR	Remove and Replace Belgian Block Curb	LF	20-250	100	\$30.00	\$3,000.00	\$28.50	\$2,850.00
	9	Concrete Sidewalk	SY	10 - 115	100	\$62.00	\$6,200.00	\$80.00	\$8,000.00
	9RR	Remove and Replace Concrete Sidewalk	SY	10-115	100	\$80.00	\$8,000.00	\$90.00	\$9,000.00
	10-4"	Colored and Imprinted Concrete Sidewalk - 4"	SY	10-115	100	\$89.00	\$8,900.00	\$105.00	\$10,500.00
	10-6"	Colored and Imprinted Concrete Sidewalk - 6"	SY	10-115	100	\$116.00	\$11,600.00	\$115.00	\$11,500.00
	10-4"RR	Remove and Replace Colored and Imprinted Concrete Sidewalk - 4"	SY	10-115	100	\$107.00	\$10,700.00	\$115.00	\$11,500.00
	10-6"RR	Remove and Replace Colored and Imprinted Concrete - 6"	SY	10-115	100	\$134.00	\$13,400.00	\$125.00	\$12,500.00
	11	Concrete Apron	SY	0 - 30	25	\$71.00	\$1,775.00	\$90.00	\$2,250.00
	11RR	Remove and Replace Concrete Apron	SY	0 - 30	25	\$88.00	\$2,200.00	\$110.00	\$2,750.00
	12	Trench Drain	LF	0-100	20	\$100.00	\$2,000.00	\$115.00	\$2,300.00
	13P-4"	Polyethylene Pipe -4" Dia.	LF	0-200	160	\$9.50	\$1,520.00	\$8.00	\$1,280.00
	112	Topsoil and Seed	SY	0-200	150	\$11.75	\$1,762.50	\$9.00	\$1,350.00
							\$85,557.50		\$89,005.00

Award No. 10 – Concrete Flatwork and Curbing – High Quantity
 Low Bidder: Debut Concrete & General Construction Inc.

Alternate Low Bidder: Landtek

Award No.	Item No.	Description	Unit	Quantity	Estimated Quantity	Laser		Landtek	
						Unit Cost	Total Price	Unit Cost	Total Price
10	2U	Removal of Unsuitable Materials	CY	11 - 20	15	\$40.00	\$600.00	\$38.00	\$570.00
	6	Detectable Warning Units	SF	25 - 100	40	\$40.00	\$1,600.00	\$30.00	\$1,200.00
	7	Concrete Curb	LF	251 - 1,000	300	\$24.00	\$7,200.00	\$24.00	\$7,200.00
	7A	Concrete Header	LF	251- 1,000	300	\$25.00	\$7,500.00	\$24.00	\$7,200.00
	7RR	Remove and Replace Concrete Curb	LF	251 - 1,000	300	\$27.00	\$8,100.00	\$28.00	\$8,400.00
	7ARR	Remove and Replace Concrete Curb	LF	251 - 1,000	300	\$28.00	\$8,400.00	\$28.00	\$8,400.00
	8	Belgian Block Curb	LF	251-1,000	300	\$27.00	\$8,100.00	\$20.00	\$6,000.00
	8RR	Remove and Replace Belgian Block Curb	LF	251-1,000	300	\$29.00	\$8,700.00	\$28.00	\$8,400.00
	9	Concrete Sidewalk	SY	116 - 450	150	\$63.00	\$9,450.00	\$80.00	\$12,000.00
	9RR	Remove and Replace Concrete Sidewalk	SY	116 - 450	400	\$63.00	\$25,200.00	\$90.00	\$36,000.00
	10-4"	Colored and Imprinted Concrete Sidewalk - 4"	SY	116-450	400	\$99.00	\$39,600.00	\$100.00	\$40,000.00
	10-6"	Colored and Imprinted Concrete Sidewalk - 6"	SY	116-450	400	\$123.00	\$49,200.00	\$120.00	\$48,000.00
	10-4"RR	Remove and Replace Colored and Imprinted Concrete Sidewalk - 4"	SY	116-450	400	\$115.00	\$46,000.00	\$105.00	\$42,000.00
	10-6"RR	Remove and Replace Colored and Imprinted Concrete - 6"	SY	116-450	400	\$144.00	\$57,600.00	\$125.00	\$50,000.00
	11	Concrete Apron	SY	31 - 100	100	\$72.00	\$7,200.00	\$90.00	\$9,000.00
	11RR	Remove and Replace Concrete Apron	SY	31 - 100	100	\$90.00	\$9,000.00	\$110.00	\$11,000.00
	12	Trench Drain	LF	101-300	120	\$90.00	\$10,800.00	\$115.00	\$13,800.00
	13P-4"	Polyethylene Pipe -4" Dia.	LF	201-400	300	\$10.00	\$3,000.00	\$8.00	\$2,400.00
	112	Topsoil and Seed	SY	Over 200	500	\$11.00	\$5,500.00	\$8.00	\$4,000.00
						\$312,750.00		\$315,570.00	

Award No. 11 – Permeable Paver Parking Lot/Roadway – Low Quantity

Low Bidder: Laser Industries

Alternate Low Bidder: Landtek

Award No.	Item No.	Description	Unit	Quantity	Estimated Quantity	Laser Industries		Landtek	
						Unit Cost	Total Price	Unit Cost	Total Price
11	2	Unclassified Excavation	CY	20-450	200	\$45.00	\$9,000.00	\$35.00	\$7,000.00
	6	Detectable Warning Units	SF	0-100	50	\$40.00	\$2,000.00	\$30.00	\$1,500.00
	7	Concrete Curb	LF	20-350	300	\$35.00	\$10,500.00	\$25.00	\$7,500.00
	8	Belgian Block Curb	LF	20-350	300	\$38.00	\$11,400.00	\$20.00	\$6,000.00
	9	Concrete Sidewalk	SY	0-40	20	\$180.00	\$3,600.00	\$80.00	\$1,600.00
	10-4"	Colored and Imprinted Concrete Sidewalk - 4"	SY	0-40	20	\$216.00	\$4,320.00	\$115.00	\$2,300.00
	11	Concrete Apron	SY	0-45	25	\$198.00	\$4,950.00	\$120.00	\$3,000.00
	12	Trench Drain	LF	50-100	75	\$200.00	\$15,000.00	\$115.00	\$8,625.00
	13P-4"	Polyethylene Pipe -4" Dia.	LF	50-100	75	\$160.00	\$12,000.00	\$8.00	\$600.00
	74	Painted Lines	LF	0-700	400	\$2.00	\$800.00	\$0.85	\$340.00
	112	Topsoil and Seed	SY	0-200	150	\$12.00	\$1,800.00	\$8.00	\$1,200.00
	190-P	Permeable Interlocking Concrete Pavement – Eco-ridge	SY	0 - 1,000	500	\$30.00	\$15,000.00	\$150.00	\$75,000.00
	190-O	Concrete Grid Pavements	SY	0 - 1,000	500	\$30.00	\$15,000.00	\$165.00	\$82,500.00
	190-PP	Permeable Interlocking Concrete Pavement – SF-Rima	SY	0 - 1,000	500	\$35.00	\$17,500.00	\$150.00	\$75,000.00
	191	Unit Pavers	SY	0 - 1,000	500	\$30.00	\$15,000.00	\$138.00	\$69,000.00
						\$137,870.00		\$341,165.00	

Award No. 12 – Permeable Paver Parking Lot/Roadway – High Quantity

Low Bidder: Laser Industries

Alternate Low Bidder: Landtek

Award No.	Item No.	Description	Unit	Quantity	Estimated Quantity	Laser Industries		Landtek	
						Unit Cost	Total Price	Unit Cost	Total Price
12	2	Unclassified Excavation	CY	over 450	200	\$45.00	\$9,000.00	\$32.00	\$6,400.00
	6	Detectable Warning Units	SF	over 100	50	\$40.00	\$2,000.00	\$30.00	\$1,500.00
	7	Concrete Curb	LF	over 350	300	\$35.00	\$10,500.00	\$24.00	\$7,200.00
	8	Belgian Block Curb	LF	over 250	300	\$38.00	\$11,400.00	\$20.00	\$6,000.00
	9	Concrete Sidewalk	SY	over 40	20	\$180.00	\$3,600.00	\$80.00	\$1,600.00
	10-4"	Colored and Imprinted Concrete Sidewalk - 4"	SY	over 40	20	\$216.00	\$4,320.00	\$114.00	\$2,280.00
	11	Concrete Apron	SY	over 45	25	\$198.00	\$4,950.00	\$88.00	\$2,200.00
	12	Trench Drain	LF	over 100	75	\$200.00	\$15,000.00	\$110.00	\$8,250.00
	13P-4"	Polyethylene Pipe -4" Dia.	LF	over 100	75	\$160.00	\$12,000.00	\$8.00	\$600.00
	74	Painted Lines	LF	over 700	400	\$2.00	\$800.00	\$0.70	\$280.00
	112	Topsoil and Seed	SY	over 200	150	\$12.00	\$1,800.00	\$8.00	\$1,200.00
	190-P	Permeable Interlocking Concrete Pavement – Eco-ridge	SY	over 1,000	1500	\$30.00	\$45,000.00	\$145.00	\$217,500.00
	190-O	Concrete Grid Pavements	SY	over 1,000	1500	\$30.00	\$45,000.00	\$155.00	\$232,500.00

190-PP	Permeable Interlocking Concrete Pavement – SF-Rima	SY	over 1,000	1500	\$35.00	\$52,500.00	\$145.00	\$217,500.00
190-PP	Unit Pavers	SY	over 1,000	1500	\$30.00	\$45,000.00	\$130.00	\$195,000.00
Total Bid Comparison Award No. 12							\$262,870.00	\$900,010.00

Award No. 13 – Surface Treatments – Low Quantity

Low Bidder: NA

Award No.	Item No.	Description	Unit	Quantity	Estimated Quantity	No Bids	
						Unit Cost	Total Price
13	100	Bituminous Surface Treatment	SY	1 - 1,999	1000		
	104	Asphalt Emulsion Slurry	SY	1 - 1,000	500		
Total Bid Comparison Award No. 13							\$0.00

Award No. 14 – Surface Treatments – High Quantity

Low Bidder: NA

Award No.	Item No.	Description	Unit	Quantity	Estimated Quantity	No Bids	
						Unit Cost	Total Price
14	100	Bituminous Surface Treatment	SY	Over 1,999	2500		
	104	Asphalt Emulsion Slurry	SY	Over 1,000	2000		
Total Bid Comparison Award No. 14							\$0.00

Award No. 15 – Crack Sealants – Low Quantity

Low Bidder: NA

Award No.	Item No.	Description	Unit	Quantity	Estimated Quantity	No Bids	
						Unit Cost	Total Price
15	44	Elastometric Pavement Crack Sealant	Lbs	1 - 1,000	500		
	46	Fiber Reinforced Polymer Modified Pavement Crack Sealant	LF	1 - 1,000	500		
Total Bid Comparison Award No. 15							\$0.00

Award No. 16 – Chain Link Fence – Low Quantity

Low Bidder: Suffolk Asphalt Corp

Alternate Low Bidder: Laser Industries

Award No.	Item No.	Description	Unit	Quantity	Estimated Quantity	Suffolk		Laser	
						Unit Cost	Total Price	Unit Cost	Total Price
16	108-4'	Vinyl Coated Chain Link Fencing	LF	0 - 100	50	\$23.50	\$1,175.00	\$24.75	\$1,237.50
	108-6'	Vinyl Coated Chain Link Fencing	LF	0 - 100	50	\$26.50	\$1,325.00	\$27.75	\$1,387.50
	108-8'	Vinyl Coated Chain Link Fencing	LF	0 - 100	50	\$27.50	\$1,375.00	\$29.75	\$1,487.50
Total Bid Comparison Award No. 16							\$3,875.00		\$4,112.50

Award No. 17 – Chain Link Fence – High Quantity

Low Bidder: Suffolk Asphalt Corp

Alternate Low Bidder: Laser Industries

Award No.	Item No.	Description	Unit	Quantity	Estimated Quantity	Suffolk		Laser	
						Unit Cost	Total Price	Unit Cost	Total Price
17	108-4'	Vinyl Coated Chain Link Fencing	LF	101-500	250	\$22.50	\$5,625.00	\$23.25	\$5,812.50
	108-6'	Vinyl Coated Chain Link Fencing	LF	101-500	250	\$25.50	\$6,375.00	\$26.75	\$6,687.50
	108-8'	Vinyl Coated Chain Link Fencing	LF	101-500	250	\$26.50	\$6,625.00	\$28.25	\$7,062.50

Total Bid Comparison Award No. 17	\$18,625.00	\$19,562.50
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Award No. 18 – Asphalt Top Course Installed –
Low Quantity

Low Bidder: Corazzini Asphalt, Inc.

Alternate Low Bidder: DeLalio

Award No.	Item No.	Description	Unit	Quantity	Estimated Quantity	Corazzini		DeLalio	
						Unit Cost	Total Price	Unit Cost	Total Price
18	50	Asphalt Type 6F	Tons	1-500	250	\$74.50	\$18,625.00	\$75.25	\$18,812.50
Total Bid Comparison Award No. 18							\$18,625.00		\$18,812.50

Award No. 19 – Asphalt Top Course Installed – Mid
Quantity

Low Bidder: Corazzini Asphalt, Inc.

Alternate Low Bidder: DeLalio

Award No.	Item No.	Description	Unit	Quantity	Estimated	Corazzini		DeLalio	
						Unit Cost	Total Price	Unit Cost	Total Price
19	50	Asphalt Type 6F	Tons	501-1000	750	\$72.24	\$54,180.00	\$74.00	\$55,500.00
Total Bid Comparison Award No. 19							\$54,180.00		\$55,500.00

Award No. 20 – Asphalt Top Course Installed – High
Quantity

Low Bidder: Rosemar

Alternate Low Bidder: Suffolk
Asphalt Corp

Award No.	Item No.	Description	Unit	Quantity	Estimated Quantity	Rosemar		Suffolk Asphalt	
						Unit Cost	Total Price	Unit Cost	Total Price
20	50	Asphalt Type 6F	Tons	Over 1000	1250	\$66.00	\$82,500.00	\$66.33	\$82,912.50
Total Bid Comparison Award No. 20							\$82,500.00		\$82,912.50

Award No. 21 – Pavement Patches – Low Quantity

Low Bidder: DeLalio

Alternate Low Bidder: Corazzini
Asphalt, Inc.

Award No.	Item No.	Description	Unit	Quantity	Estimated Quantity	DeLalio		Corazzini	
						Unit Cost	Total Price	Unit Cost	Total Price
21	51	Pavement Patches	SF	0-1,200	500	\$6.50	\$3,250.00	\$6.75	\$3,375.00
Total Bid Comparison Award No. 21							\$3,250.00		\$3,375.00

Award No. 22 – Pavement Patches – High Quantity

Low Bidder: Corazzini Asphalt, Inc.

Alternate Low Bidder: DeLalio

Award No.	Item No.	Description	Unit	Quantity	Estimated Quantity	Corazzini		DeLalio	
						Unit Cost	Total Price	Unit Cost	Total Price
22	51	Pavement Patches	SF	1,201 - 5,000	2000	\$5.25	\$10,500.00	\$5.50	\$11,000.00
Total Bid Comparison Award No. 22							\$10,500.00		\$11,000.00

Award No. 23 – Latex Modified Surface Treatment –
Low Quantity

Low Bidder: Thos. H. Gannon & Sons

Award No.	Item No.	Description	Unit	Quantity	Estimated Quantity	Thos Gannon	
						Unit Cost	Total Price
23	106	Latex Modified Surface Treatment	SY	0-2,500	2000	\$2.19	\$4,380.00
Total Bid Comparison Award No. 23							\$4,380.00

Award No. 24 – Latex Modified Surface Treatment –

High Quantity

Low Bidder: Thos. H. Gannon & Sons

Thos Gannon							
Award No.	Item No.	Description	Unit	Quantity	Estimated Quantity	Unit Cost	Total Price
24	106	Latex Modified Surface Treatment	SY	2,501 - 5,000	3000	\$2.19	\$6,570.00
Total Bid Comparison Award No. 24							\$6,570.00

Award No. 25 – Poured In Place Safety Surface

Low Bidder: Louis Barbato Landscaping

Alternate Low Bidder: KJB Industries

Award No.	Item No.	Description	Unit	Quantity	Estimated Quantity	Barbato		KJB Industries	
						Unit Cost	Total Price	Unit Cost	Total Price
25	151-6'	Poured in Place Safety Surface - 6' Critical Fall Ht.	SY	300-900	500	\$89.00	\$44,500.00	\$91.00	\$45,500.00
	151-8'	Poured in Place Safety Surface - 8' Critical Fall Ht.	SY	300-900	500	\$104.00	\$52,000.00	\$105.00	\$52,500.00
	151-10'	Poured in Place Safety Surface - 10' Critical Fall Ht.	SY	300-900	500	\$117.00	\$58,500.00	\$120.00	\$60,000.00
Total Bid Comparison Award No. 25							\$155,000.00		\$158,000.00

BE IT FURTHER RESOLVED, that the Town Board be and does hereby authorize the Town Clerk to return any and all bid bonds received in connection with the above; and

BE IT FURTHER RESOLVED, that the Town Board be and does hereby authorize the Supervisor to execute an agreement for the Annual Construction Contract; and

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

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

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

THE VOTE

Giglio ABSENT Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No
The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 248

AWARDS BID FOR ANNUAL MATERIALS AND ASPHALT PROCUREMENT CONTRACT

Councilman Gabrielsen offered the following resolution,

which was seconded by Supervisor Walter

WHEREAS, the Town Clerk was authorized to publish and post a Notice to Bidders for the Annual Construction Contracts; and

WHEREAS, three (3) bids were received, opened and read aloud on the 23rd day of March, 2012 at 11:10 am in the Office of the Town Clerk, 200 Howell Avenue, Riverhead, NY 11901; and

WHEREAS, the bid package required bidders to complete all items in an award grouping in order for it to be a competitive bid and bidders that did not complete all bid items in a grouping are considered not-qualified in the Award Grouping; and

WHEREAS, the bid package required bidders for Item No.'s 60, 62, 64, 66, 68, 72 to have asphalt plants located within 15 miles of the Town of Riverhead Highway Department. Bidders that submitted bids for supply plants that are located beyond the 15 mile boundary are deemed not-qualified in that Award Grouping.

NOW, THEREFORE, BE IT RESOLVED, that the bid for the Annual Materials and Asphalt Procurement Contract be and is hereby awarded as follows:

Award No. 50 – Asphalt Materials Loaded into Town of Riverhead Trucks

Low Bidder: East Island Asphalt Corp

Award No.	Item No.	Description	Unit	Quantity	Estimated Quantity	East Island Asphalt	
						Unit Cost	Total Price
50	60	NYSDOT Type 1 Base Loaded Into TOR Trucks	Ton	0-500	250	\$ 60.00	\$ 15,000.00
	62	NYSDOT Type 3 Binder Loaded into TOR Trucks	Ton	0-500	250	\$ 62.00	\$ 15,500.00
	64	NYSDOT Type 6F Top Loaded into TOR Trucks	Ton	0-500	250	\$ 68.00	\$ 17,000.00
	68	NYSDOT Type 7 Loaded into Town of Riverhead Trucks	Ton	0-500	250	\$ 68.00	\$ 17,000.00

\$64,500.00

Award No. 51 – Cold Patch Loaded into Town of Riverhead Trucks

Low Bidder: East Island Asphalt Corp

Award No.	Item No.	Description	Unit	Quantity	Estimated Quantity	East Island Asphalt	
						Unit Cost	Total Price
51	66	Cold Patch Loaded into TOR Trucks	Ton	0-500	250	\$120.00	\$30,000.00

\$30,000.00

Award No. 52 – Sand Asphalt Base Course Loaded into Town of Riverhead Trucks

Low Bidder: East Island Asphalt Corp

Award No.	Item No.	Description	Unit	Quantity	Estimated Quantity	East Island Asphalt	
						Unit Cost	Total Price
52	72	Sand Asphalt Base Course Loaded into TOR Trucks	Ton	0-500	250	\$60.00	\$15,000.00

\$15,000.00

Award No. 53 – Baseball Field Soil Materials – Delivered to Town of Riverhead

Low Bidder: Barbato Nursery Corp

Award No.	Item No.	Description	Unit	Quantity	Estimated Quantity	Barbato	
						Unit Cost	Total Price
53	28	Baseball Sand Mix- Delivered to TOR Stozky Park	CY	0-500	300	\$29.00	\$8,700.00
	29	Baseball Clay Mix - Delivered to TOR Stozky Park	CY	0-500	300	\$46.00	\$13,800.00
	33	Road Sand Mix - Delivered to TOR Hwy	CY	0-500	300	\$29.00	\$8,700.00

\$31,200.00

Award No. 54 – Composite Soil Mix, Pea Gravel

Low Bidder: Barbato Nursery Corp

Award No.	Item No.	Description	Unit	Quantity	Estimated Quantity	Barbato	
						Unit Cost	Total Price
54	31-S	Composite Soil Mix	CY	0-1000	500	\$45.00	\$22,500.00
	31-G	Pea Gravel		0-100	100	\$55.00	\$5,500.00

TOTAL: \$28,000.00

Award No. 55 – Recycled Concrete Aggregate

Low Bidder: Barbato Nursery Corp

Award No.	Item No.	Description	Unit	Quantity	Estimated Quantity	Barbato	
						Unit Cost	Total Price
55	4-S	Recycled Concrete Aggregate	CY	0-1000	200	\$16.00	\$3,200.00

\$3,200.00

Award No. 56 – Certified Wood Safety Surface

Low Bidder: Barbato Nursery Corp

Award No.	Item No.	Description	Unit	Quantity	Estimated Quantity	Barbato	
						Unit Cost	Total Price
56	152	Certified Wood Fiber Safety Surface	CY	0-500	200	\$22.33	\$4,466.00

\$4,466.00

Award No. 57 – Landscaping Wood Mulch

Low Bidder: Barbato Nursery Corp

Award No.	Item No.	Description	Unit	Quantity	Estimated Quantity	Barbato	
						Unit Cost	Total Price
57	160-L	Landscaping Wood Mulch - Low Grade	CY	0-500	200	\$13.00	\$2,600.00
	160-H	Landscaping Wood Mulch - High Grade	CY	0-500	200	\$16.00	\$3,200.00

\$5,800.00

Award No. 58 – Blue Stone

Low Bidder: Barbato Nursery Corp

Award No.	Item No.	Description	Unit	Quantity	Estimated Quantity	Barbato	
						Unit Cost	Total Price
58	170-3/8"	Blue Stone - 3/8"	CY	0-500	200	\$47.00	\$9,400.00
	170-3/4"	Blue Stone - 3/4"	CY	0-500	200	\$47.00	\$9,400.00
	170-S	Blue Stone Screenings	CY	0-500	200	\$47.00	\$9,400.00

\$28,200.00

Award No. 59 – Trap Rock

Low Bidder: NA

Award No.	Item No.	Description	Unit	Quantity	Estimated Quantity	No Bids	
						Unit Cost	Total Price
59	172	Trap Rock	CY	0-500	200		

\$0.00

Award No. 60 – Ready Mix Concrete – Low Quantity

Low Bidder: Barbato Nursery Corp

Award No.	Item No.	Description	Unit	Quantity	Estimated Quantity	Barbato	
						Unit Cost	Total Price
60	14	Ready-Mix Concrete	CY	0-4	2	\$204.00	\$408.00

\$408.00

Award No. 61 – Ready Mix Concrete – Mid Quantity

Low Bidder: Barbato Nursery Corp

Award No.	Item No.	Description	Unit	Quantity	Estimated Quantity	Barbato	
						Unit Cost	Total Price
61	14	Ready Mix Concrete	CY	5	5	\$152.00	\$760.00

\$760.00

Award No. 62 – Ready Mix Concrete – High Quantity

Low Bidder: Serafina Industries, Ltd.

Alternate Low Bidder: Barbato Nursery Corp

Award No.	Item No.	Description	Unit	Quantity	Estimated Quantity	Serafina		Barbato	
						Unit Cost	Total Price	Unit Cost	Total Price
62	14	Ready Mix Concrete	CY	6-10	10	\$134.00	\$1,340.00	\$1,320.00	\$13,200.00
							\$1,340.00		\$13,200.00

Award No. 63 – Drainage Pipe Delivered to Town of Riverhead

Low Bidder: NA

Award No.	Item No.	Description	Unit	Quantity	Estimated Quantity	No Bids	
						Unit Cost	Total Price
63	30-4"	4" Diameter Underdrains	LF	0-500	200		
	30-6"	6" Diameter Underdrains	LF	0-500	200		
	30-8"	8" Diameter Underdrains	LF	0-500	200		
	15-12"	12" Diameter Polyethylene Pipe	LF	0-500	200		
	13-15"	15" Diameter Polyethylene Pipe	LF	0-500	200		
	15-18"	18" Diameter Polyethylene Pipe	LF	0-500	200		
	15-24"	24" Diameter Polyethylene Pipe	LF	0-500	200		
	30-F	Granular Fill	CY	0-500	250		
	184	Non-Woven Geotextile	SY	0-1500	1500		

\$0.00

Award No. 64 – Topsoil, Fertilizer, Lime

Low Bidder: Barbato Nursery Corp

Award No.	Item No.	Description	Unit	Quantity	Estimated Quantity	Barbato	
						Unit Cost	Total Price
64	32-T	Topsoil	CY	0-100	100	\$22.50	\$2,250.00
	32-F	Fertilizer	Tons	0-5	5	\$594.00	\$2,970.00
	32-L	Lime	Tons	0-5	5	\$191.50	\$957.50
	32-S	Seed	Lbs.	0-1000	500	\$1.93	\$965.00

\$7,142.50

Award No. 65 – Planting Mix

Low Bidder: Barbato Nursery Corp

Award No.	Item No.	Description	Unit	Quantity	Estimated Quantity	Barbato	
						Unit Cost	Total Price
65	34	Planting Mix	CY	0-1000	500	\$74.00	\$37,000.00

Total \$37,000.00

BE IT FURTHER RESOLVED, that in the event that the Low Bidder is non-responsive within 24 hours of the Town's request for provision of supplies, the Town may approach the Alternate Low Bidder for the provision of supplies; and

BE IT FURTHER RESOLVED, that in the event that the Town issues a purchase order to the appropriate bidder and said bidder fails to perform in accordance with the General Specifications and/or Technical Specifications on more than two documented occasions, the Town will proceed to terminate the contract with the bidder and void the existing purchase order(s); and

BE IT FURTHER RESOLVED, that the Town Supervisor is authorized to execute a contract with the various low and alternate low bidders; and

BE IT FURTHER RESOLVED, that the Town Board be and does hereby authorized the Town Clerk to return any and all bid bond received in connection with the above; 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 ABSENT Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

04.03.12
120249

ADOPTED

TOWN OF RIVERHEAD

Resolution # 249

APPOINTS AN INTERN TO THE POLICE DEPARTMENT

Supervisor Walter offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, Suffolk Community College has requested the Riverhead Police Department to partner with them in an internship program; and,

WHEREAS, the Riverhead Police Department agrees to expose this student to the police profession as part of his education through a 45-hour training program.

NOW, THEREFORE, BE IT RESOLVED, effective April 11, 2012, the Town Board hereby approves the appointment of Daniel A. Jurkowitzsch, a student at Suffolk Community College, as an Intern for the Riverhead Police Department through completion of the program; and,

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

THE VOTE

Giglio ABSENT Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No
The Resolution Was Thereupon Duly Declared Adopted

04.03.12
120250

ADOPTED

TOWN OF RIVERHEAD

Resolution # 250

ACCEPTS THE RESIGNATION OF A HOMEMAKER

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Felicia Foster, a Homemaker at the Riverhead Town Senior Center, has indicated her intent to resign effective close of business, March 28, 2012.

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

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Felicia Foster, 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	ABSENT	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 <input checked="" type="checkbox"/> Thereupon Duly Declared Adopted					

04.03.12
120251

ADOPTED

TOWN OF RIVERHEAD

Resolution # 251

ACCEPTS THE RETIREMENT OF A MAINTENANCE MECHANIC IV

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, the Town has received a letter from Walter O’Kula, a Maintenance Mechanic IV in the Riverhead Town Highway Department, indicating his intent to retire effective April 7, 2012.

NOW, THEREFORE, BE IT RESOLVED, that this Town Board hereby accepts the retirement of Walter O’Kula.

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Walter O’Kula, 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 ABSENT Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No
The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 252

RATIFIES REQUEST FOR LEAVE OF ABSENCE

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, Pursuant to Article III, Section 5 of the current contract between the Town of Riverhead and the Civil Service Employees Association, Inc., Local 1000, Tina Reyes, a Senior Justice Court Clerk in the Riverhead Town Justice Court, has requested a non-paid leave of absence from the Riverhead Town Board.

NOW, THEREFORE, BE IT RESOLVED, that this Town Board hereby ratifies Tina Reyes' request for a non-paid leave of absence for the period of March 29, 2012 through April 27, 2012 subject to the following condition(s):

- (1) To facilitate the proper functioning of the Town offices, the employee shall submit written notice to the Town Supervisor of her intent to return to work, resign, retire or other relief at least thirty (30) days prior to the expiration of the leave of absence, and

BE IT FURTHER, RESOLVED, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to Tina Reyes, the Justice Court Director, the Financial Administrator, and the Personnel Officer. 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 ABSENT Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No
The Resolution Was Thereupon Duly Declared Adopted

04.03.12
120253

ADOPTED

TOWN OF RIVERHEAD

Resolution # 253

GRANTS SPECIAL USE PERMIT PETITION OF JUL-BET ENTERPRISES, LLC
CONSTRUCTION OF BISTRO(S)

Supervisor Walter offered the following resolution,
which was seconded by Councilman Dunleavy

WHEREAS, the Riverhead Town Board is in receipt of a Special Use Permit Petition from Jul-Bet Enterprises, LLC., to allow the construction of 8,000 square feet of bistro land use within a proposed commercial development upon real property located at New York State Route 25, Jamesport, New York; such real property more particularly described as Suffolk County Tax Lot No. 0600-068-1-35; and,

WHEREAS, by Resolution Number 178 of March 4, 2008, the Riverhead Town Board did declare itself to be the Lead Agency in this matter and did further determine the proposed action to have potentially significant adverse impacts upon both the natural and social environment and that a Draft Environmental Impact Statement need be prepared; and

WHEREAS, by Resolution Number 645 adopted on July 15, 2008, the Riverhead Town Board did authorize the publication and posting for a public scoping hearing on August 19, 2008; and

WHEREAS, the Riverhead Town Board did hold a public scoping hearing on August 19, 2008; and

WHEREAS, by Resolution Number 887 of September 15, 2009, the Riverhead Town Board did accept a Draft Environmental Impact Statement ("DEIS") in support of the subject special use permit; and

WHEREAS, the Riverhead Town Board did hold a public hearing upon the relevant DEIS on October 19, 2009; and

WHEREAS, by Resolution No. 948, of 2011, the Riverhead Town Board did accept a Final Environmental Impact Statement in support of the relevant special use permit; and

WHEREAS, by Resolution No. 203, of 2012, the Riverhead Town Board did issue a Lead Agency Findings Statement pursuant to 6NYCRR Part 617; and

WHEREAS, by Resolution dated August 7, 2007, the Riverhead Town Board did refer the special use permit petition to the Riverhead Planning Board for its report and recommendation; such Planning Board recommending that the subject special use permit be granted; and

WHEREAS, pursuant to the Charter of the County of Suffolk, the subject special use permit was referred to the Suffolk county Planning Commission for its report and recommendation; such Planning Commission concluding the matter to be one of local determination; and

WHEREAS, pursuant to the Town of Riverhead Zoning Ordinance, the Riverhead Town Board did hold a public hearing of the subject special use permit on January 15, 2008; and

WHEREAS, the Riverhead Town Board has carefully considered the merits of the special use permit of Jul-Bet Enterprises, LLC, to allow the construction of 8,000 square feet of bistro land use, the SEQR record created to date, the report of the Riverhead Planning Department, the report of the Town of Riverhead Planning Board, the report of the Suffolk County Planning Commission, the record of the relevant public hearing, as well as all other pertinent planning, zoning and environmental information, now

THEREFORE, BE IT

RESOLVED, that in the matter of the special use permit of Jul-Bet Enterprises, LLC, to allow the construction of 8,000 square feet of bistro land use, the Riverhead Town Board hereby makes the following findings:

- (i) That the property lies within the Rural Corridor (RCL) Zoning Use District which provides for bistro(s) as a specially permitted use;
- (ii) That New York State Route 25 is considered to be a public and commercial arterial highway;
- (iii) That the lot area is sufficient and adequate for the proposed special permit use;
- (iv) That the surrounding properties are predominately retail and small restaurant uses;
- (v) That the lot is not unsuitably located proximate to a church, school or other place of public assembly;

- (vi) That adequate access facilities from New York State Route 25 will be provided pursuant to a highway work permit to be approved by the New York State Department of Transportation. Improvements within the roadbed of New York State Route 25 will be constructed of a nature as to avoid traffic congestion and ensure the safety of the public and provide for convenient pedestrian access;
- (vii) The demand for emergency services will be provided by the Jamesport Fire District, the Riverhead Ambulance District, the Riverhead Water District, and the Town of Riverhead Police Department. All the aforementioned special districts have the capacity to properly serve the proposed special permit use;
- (viii) The conceptual site plan accompanying the special use permit petition depicted two (2) bistros of 50 seats each requiring and providing a total of 34 off-street parking stalls. This total is in conformance with the Town of Riverhead Parking Schedule and is considered adequate;
- (ix) The conceptual site plan accompanying the special use permit petition depicts clearing limits which preserves existing wooded areas where practical to buffer adjacent properties. Further, the conceptual plan depicts 10 feet wide evergreen plantings in order to fully buffer all adjacent properties;
- (x) The project site is located within Hydrogeologic Zone IV as per the County of Suffolk Department of Health of which allows for a total sanitary flow upon the premises of 600 gallons per day per acre of real property; that is total 5,827 gallons per day. The estimated total project sanitary flow is 3,000 gallons per day which is in conformance with Article 6 of the Suffolk County Sanitary Code.

The proposed project will disturb more than 43,560 sq. ft. of real property. Pursuant to Chapter 110 of the Riverhead Town Zoning Ordinance, a Stormwater Prevention Pollution Plan will be required to ensure that all stormwater will be retained on site during construction and post construction;

- (xi) The Environmental Impact Statement prepared for the project identified potential adverse environmental impacts associated with nuisances attributed to both noise and odors. The SEQRA Finding Statement associated with the subject special use permit identified measure to mitigate noise and odor impacts. (Resolution No. 203 of 2012);

- (xii) That adequate provisions for the connection of municipal solid waste will be provided through municipal contract for proper removal of refuse from the site;
- (xiii) That the intensity of the proposed bistro land use is justified in the light of similar uses within the Business CR Zoning Use District;

BE IT FURTHER

RESOLVED, that the Town Board further determines that:

- (i) The use will not prevent or substantially impair either the reasonable and orderly use or the reasonable and orderly development of other properties in the neighborhood;
- (ii) That a mixed use development consisting of retail, bistro and professional office use will result in the following advantages to the community:
 - a. The approval of a site plan incorporating shared parking which would provide the opportunity for the planned construction of a parking area for use by customers of existing retail stores and shops located along New York State Route 25;
 - b. A significant reduction in motor vehicle trip ends on the weekends resulting in less traffic congestion and vehicle related noise;
 - c. A development more consistent with the recommendations of the Town of Riverhead Comprehensive Plan which identified a need to provide for restaurants and café to build upon the established niche of small shops and antique stores;
- (iii) The health, safety, welfare, comfort, convenience and order of the Town will not be adversely affected by the authorized use;
- (iv) Such use will be in harmony with and promote the general purposes and intent of the Town of Riverhead Zoning Ordinance;

BE IT FURTHER

RESOLVED, that the Riverhead Town Board hereby grants the special use permit petition of Jul-Bet Enterprises, LLC to construct 8,000 square feet of Bistro land use upon real property designated as Suffolk County Tax Lot Number 0600-068-1-35 subject to the following conditions to be recorded as restrictive covenants to the satisfaction of the Town Attorney:

- (i) That no building permit, land clearing permit or excavation permit be issued prior to the approval of a site plan by the Town of Riverhead Planning Board pursuant to Article XXVI of the Town of Riverhead Zoning Ordinance;
- (ii) That no site plan shall be approved prior to the offer of a cross access easement to the property to the east subject to satisfaction of the Town Attorney;
- (iii) That an individual Bistro shall not exceed 2,000 square feet of floor area. That an individual Bistro shall be limited to a Bistro serving food by a wait staff;
- (iv) That outdoor entertainment is prohibited;
- (v) That all outdoor dining shall conform to the relevant restrictions of the Suffolk County Department of Health Services;

BE IT FURTHER

RESOLVED, that the Town Clerk be and is hereby directed to forward a copy of this resolution to the Charles R. Cuddy, Esq., Attorney at Law, as agent, the Building Department, the Planning Department, the Town Attorney, the Fire Marshal, the Accounting Department and that a copy be scanned on to the Town Hall Share Drive for future reference.

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

04.03.12
120254

ADOPTED

TOWN OF RIVERHEAD

Resolution # 254

GRANTS SPECIAL USE PERMIT PETITION OF JUL-BET ENTERPRISES, LLC
CONSTRUCTION OF PROFESSIONAL OFFICE(S)

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

WHEREAS, the Riverhead Town Board is in receipt of a Special Use Permit Petition from Jul-Bet Enterprises, LLC., to allow the construction of 17,000 square feet of professional office land use within a proposed commercial development upon real property located at New York State Route 25, Jamesport, New York; such real property more particularly described as Suffolk County Tax Lot No. 0600-068-1-35; and,

WHEREAS, by Resolution Number 178 of March 4, 2008, the Riverhead Town Board did declare itself to be the Lead Agency in this matter and did further determine the proposed action to have potentially significant adverse impacts upon both the natural and social environment and that a Draft Environmental Impact Statement need be prepared; and

WHEREAS, by Resolution Number 645 adopted on July 15, 2008, the Riverhead Town Board did authorize the publication and posting for a public scoping hearing on August 19, 2008; and

WHEREAS, the Riverhead Town Board did hold a public scoping hearing on August 19, 2008; and

WHEREAS, by Resolution Number 887 of September 15, 2009, the Riverhead Town Board did accept a Draft Environmental Impact Statement ("DEIS") in support of the subject special use permit; and

WHEREAS, the Riverhead Town Board did hold a public hearing upon the relevant DEIS on October 19, 2009; and

WHEREAS, by Resolution No. 948, of 2011, the Riverhead Town Board did accept a Final Environmental Impact Statement in support of the relevant special use permit; and

WHEREAS, by Resolution No. 203, of 2012, the Riverhead Town Board did issue a Lead Agency Findings Statement pursuant to 6NYCRR Part 617; and

WHEREAS, by Resolution dated August 7, 2007, the Riverhead Town Board did refer the special use permit petition to the Riverhead Planning Board for its report and recommendation; such Planning Board recommending of the subject special use permit be granted; and

WHEREAS, pursuant to the Charter of the County of Suffolk, the subject special use permit was referred to the Suffolk County Planning Commission for its report and recommendation; such Planning Commission concluding the matter to be one of local determination; and

WHEREAS, pursuant to the Town of Riverhead Zoning Ordinance, the Riverhead Town Board did hold a public hearing of the subject special use permit on January 15, 2008; and

WHEREAS, the Riverhead Town Board has carefully considered the merits of the special use permit of Jul-Bet Enterprises, LLC, to allow the construction of 17,000 square feet of professional office land use, the SEQR record created to date, the report of the Riverhead Planning Department, the report of the Town of Riverhead Planning Board, the report of the Suffolk County Planning Commission, the record of the relevant public hearing, as well as all other pertinent planning, zoning and environmental information, now

THEREFORE, BE IT

RESOLVED, that in the matter of the special use permit of Jul-Bet Enterprises, LLC, to allow the construction of 17,000 square feet of professional office use, the Riverhead Town Board hereby makes the following findings:

- (i) That the property lies within the Rural Corridor (RLC) Zoning Use District which provides for professional office(s) as a specially permitted use;

- (ii) That New York State Route 25 is considered to be a public and commercial arterial highway;
- (iii) That the lot area is sufficient and adequate for the proposed special permit use;
- (iv) That the surrounding properties are predominately retail and small restaurant uses;
- (v) That the lot is not unsuitably located proximate to a church, school or other place of public assembly;
- (vi) That adequate access facilities from New York State Route 25 will be provided pursuant to a highway work permit to be approved by the New York State Department of Transportation. Improvements within the roadbed of New York State Route 25 will be constructed of a nature as to avoid traffic congestion and ensure the safety of the public and provide for convenient pedestrian access;
- (vii) The demand for emergency services will be provided by the Jamesport Fire District, the Riverhead Ambulance District, the Riverhead Water District, and the Town of Riverhead Police Department. All the aforementioned special districts have the capacity to properly serve the proposed special permit use;
- (viii) The conceptual site plan accompanying the special use permit petition depicted 17,000 square feet of professional office providing a total of 111 off-street parking stalls. This total is in conformance with the Town of Riverhead Parking Schedule and is considered adequate;
- (ix) The conceptual site plan accompanying the special use permit petition depicts clearing limits which preserves existing wooded areas where practical to buffer adjacent properties. Further, the conceptual plan depicts 10 feet wide evergreen plantings in order to fully buffer all adjacent properties;
- (x) The project site is located within Hydrogeologic Zone IV as per the County of Suffolk Department of Health of which allows for a total sanitary flow upon the premises of 600 gallons per day per acre of real property; that is total 5,827 per day. The estimated total project sanitary flow is 1,075 gallons per day which is in conformance with Article 6 of the Suffolk County Sanitary Code.

The proposed project will disturb more than 43,560 sq. ft. of real property. Pursuant to Chapter 110 of the Riverhead Town Zoning Ordinance, a Stormwater Prevention Pollution Plan will be required to ensure that all stormwater will be retained on site during construction and post construction;

- (xi) That adequate provisions for the connection of municipal solid waste will be provided through municipal contract for proper removal of refuse from the site;
- (xii) That the intensity of the proposed professional office land use is justified in the light of similar uses within the Business CR Zoning Use District;

BE IT FURTHER

RESOLVED, That the Town Board further determines that:

- (i) The use will not prevent or substantially impair either the reasonable and orderly use or the reasonable and orderly development of other properties in the neighborhood.
- (ii) That a mixed use development consisting of retail, bistro and professional office use will result in the following advantages to the community:
 - a. The approval of a site plan incorporating shared parking which would provide the opportunity for the planned construction of a parking area for use by customers of existing retail stores and shops located along New York State Route 25;
 - b. A significant reduction in motor vehicle trip ends on the weekends resulting in less traffic congestion and vehicle related noise;
- (iii) The health, safety, welfare, comfort, convenience and order of the Town will not be adversely affected by the authorized use.
- (iv) Such use will be in harmony with and promote the general purposes and intent of the Town of Riverhead Zoning Ordinance.

BE IT FURTHER

RESOLVED, that the Riverhead Town Board hereby grants the special use permit petition of Jul-Bet Enterprises, LLC to construct 17,000 square feet of professional office use upon real property designated as Suffolk County Tax Lot Number 0600-068-1-35 subject to the condition to be recorded as a restrictive covenant, that no building permit, land clearing permit or excavation permit be issued prior to the

approval of a site plan by the Town of Riverhead Planning Board pursuant to Article XXVI of the Town of Riverhead Zoning Ordinance and that no site plan shall be approved prior to the offer of a cross access easement to the property to the east subject to satisfaction of the Town Attorney;

BE IT FURTHER

RESOLVED, that the Town Clerk be and is hereby directed to forward a copy of this resolution to the Charles R. Cuddy, Esq., Attorney at Law, as agent, the Building Department, the Planning Department, the Town Attorney, the Fire Marshal, the Accounting Department and that a copy be scanned on to the Town Hall Share Drive for future reference.

THE VOTE

Giglio ABSENT Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No
The Resolution Was Thereupon Duly Declared Adopted

04.03.12
120255

ADOPTED

TOWN OF RIVERHEAD

Resolution # 255

RESCINDS RESOLUTION #102 OF 2012

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, Resolution #102 which appointed Patrick O'Neill as a Park Attendant III to the Recreation Department now needs to be rescinded,

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead rescinds Resolution #102.

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 256

**AUTHORIZES THE SUPERVISOR TO EXECUTE AN AGREEMENT WITH
BARIST ELEVATOR COMPANY, INC.**

Councilman Gabrielsen offered the following resolution,

which was seconded by Supervisor Walter

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

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

WHEREAS, Barist Elevator Company, Inc., is ready willing and able to provide elevator service and maintenance at the George Young Community Center/Jamesport Community Center.¹

NOW THEREFORE BE IT RESOLVED, that the Supervisor is authorized to execute an agreement with Barist Elevator Company, Inc., in substantially the same form annexed hereto, regarding elevator service and maintenance at the George Young Community Center/Jamesport Community Center in Jamesport, a Town facility for a fee of \$321.20 per month; 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 ABSENT Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No
The Resolution Was Thereupon Duly Declared Adopted

SERVICE AGREEMENT

This Agreement made the day March, 2012 between the TOWN OF RIVERHEAD (hereinafter "Town"), a municipal corporation organized and existing under the laws of New York, with its office located at 200 Howell Avenue, Riverhead, New York, 11901, and BARIST ELEVATOR COMPANY, INC. (hereinafter "Barist"), a corporation existing under the laws of the State of New York with a principal place of business at 113F Brook Avenue, Deer Park, NY 11729.

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

I. SCOPE OF SERVICES

During the terms of this agreement, Barist shall provide elevator maintenance service at the Jamesport Community Center located at South Jamesport Avenue, Jamesport, NY 11947, regarding one (1) hydraulic passenger elevator.

2. TERM OF AGREEMENT

The agreement shall commence on January 1, 2012 and terminate on December 31, 2012.

3. PAYMENT

For these services Town will pay Barist a fee of \$321.20 (three hundred twenty-one dollars and twenty cents) per month or \$3,854.40 (three thousand eight hundred fifty-four dollars and forty cents) for the term. Payments will be made on a monthly basis upon receipt of an accurate, proper and timely invoice.

4. PUBLICITY

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

5. ASSIGNMENT AND SUBCONTRACTING

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

6. TERMINATION

This agreement may be terminated at any time by either party upon thirty days written notice to the other party. In the event of such termination, Town shall have no further obligation to Barist except to make any payments which may have become due under this agreement.

7. RECORDS

Barist shall keep accurate records of the time spent in the performance of services hereunder. The Town shall, until the expiration of seven years after final payment under this agreement,

have access to and the right to examine any directly pertinent books, documents, papers and records of Barist involving transactions related to this agreement.

8. CHANGES

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

9. NOTICES

Any notice shall be considered as having been given: (i) to Town of Riverhead if mailed by certified mail, postage prepaid to Town of Riverhead, Attention: Daniel P. McCormick, Deputy Town Attorney, 200 Howell Avenue, Riverhead, NY 11901; or (ii) to Barist if mailed by certified mail, postage prepaid to Barist Elevator Company, Inc., Attention: Steven Dalvano, 113F Brook Avenue Deer Park, NY 11729.

10. COMPLIANCE WITH LAWS

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

11. INSURANCE, INDEMNITY AND LIABILITY

Barist shall carry Comprehensive General Liability Insurance in the amount of two million dollars per occurrence and four million dollars in the aggregate and, if applicable, worker's compensation insurance. Barist shall provide a certificate of insurance regarding

said liability coverage which shall name the Town of Riverhead as an additional insured upon execution of this contract. Barist hereby indemnifies and holds Town, its departments, officers, agents and employees, harmless against any and all claims, actions or demands against Town, its departments, officers, agents and employees and against any and all damages, liabilities or expenses, including counsel fees, arising out of the acts or omissions of Barist under this agreement.

12. CONFLICT OF INTEREST

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

13. DISCLOSURE

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

14. DISPUTES

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

15. WORK HOURS

All work is to be performed during Barist's regular working hours of 8:00 am to 4:30 pm on Barist's regular working days Monday through Friday excluding holidays. Included in this contract (only if marked X) are the following hours of coverage at no charge:

- 24 hours/7 days a week for emergency service on complete system failures
- 24 hours/7 days a week Emergency Telephone Monitoring Service (if applicable)

In the event a device malfunction occurs between regular examinations, Barist's customer service representative will, at Town's request, dispatch an examiner to perform emergency minor adjustment callback service during Barist's regular working hours on Barist's regular working days.

If examinations, repairs or emergency minor adjustment callback services are later requested by the Town or its representative beyond regular working days/working hours, the Town agrees to pay extra for additional service/labor, as follows: for regular mechanic the billing rate is \$153.30 per hour; for team personnel (defined as two or more persons) billing rate is \$279.82 per hour; regarding service before 8:00 a.m. and after 5:00 p.m., Monday through Friday and all day on weekend days and holidays as follows: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and Christmas Day.

Barist will use elevator mechanics directly employed and supervised by Barist who will use all reasonable care to maintain the elevator equipment in proper and safe operating condition.

16. SERVICE

Barist will regularly and systematically service, adjust and lubricate the elevator equipment and, if in Barist's professional judgment conditions warrant, repair or replace the following items in accordance with paragraph below entitled pro-rated parts: (Motor parts, controller parts, car door operating mechanisms, hoistway door interlocks and hangers, bottom door guides and auxiliary door closing devices, safety devices, hatchway limit switch(s), guide shoes and gibs and/or roller guides, steel selector tapes or cable and traveling conductor cables; pump parts, strainer and valve body, cylinder head packing, gland packing and hydraulic fluid tanks.) Signal lamps and position indicating equipment will be serviced during Barist's regular service intervals only. Barist will furnish all necessary lubricants to perform the aforementioned service.

Barist agrees to do all work in compliance with the rules and regulations of the subject municipality having jurisdiction provided that such work/violations are due to normal wear and tear while this maintenance contract is in effect, are not pre-dated from the date this agreement is signed and do not cover any additions, changes to, or alter the equipment's existing design or its method of operation existing on the date this agreement is signed.

17. PRO-RATED PARTS

Notwithstanding the aforementioned, in order to provide Town with the maximum of service from the parts listed above, Barist is accepting them in their present condition with the understanding that Town is to pay, in addition to the base amount of this contract, an extra charge at the time the items listed are first replaced, if replaced during the term of this contract. The charge for this replacement will be determined by prorating the total cost of replacing the individual items.

18. SPECIFIC EXCEPTIONS

The following of the aforementioned items are specifically exempt from the repair and replacement guarantee: Piston, Cylinder, Oil Line Piping, Hydraulic fluid, Obsolete Equipment For Which Replacement Parts Are No Longer Available, Replacement with parts of a different design or type, Misuse/Abuse of The Elevator Equipment, Modifications, Alterations of Any Kind, New attachments, Water Damage, Power Failure(s), Brown outs,

Computer and Microcomputer devices, Machine parts, Rotating elements, Safeties or Compensation equipment of any kind, Proprietary equipment and Any Damages as a Result of Occurrences Beyond Our Control.

19. GENERAL EXCEPTIONS

This contract does not, under any circumstances, include any work on or cover any of the following items including but not limited to: Machine room, power feeders, mainline disconnect switches their wiring and fuses, hoistway enclosure, hoistway inserts and brackets, rails or rail alignment, hatchway entrances, hatchway entrance finish, hoistway door checks or hinges, car enclosures, cab, cab fans, cab finish, cab flooring or coverings, cab wall panels, hung ceilings, cab lighting, light tubes or bulbs, emergency lighting and all batteries including those for emergency lowering devices, mirrors, handrails, gate and/or door panels, door/gate pull straps, sills, entrances and finishes, smoke sensors, heat sensors, telephones, intercoms or communication devices or items not specifically mentioned in this contract. This contract does not cover any work or the installation of new attachments recommended or directed by insurance companies, or any work required due to future revisions to the code and/or regulations by the authorities having jurisdiction.

20. TESTING/INSPECTIONS

If those elevator units listed are provided with firefighters service and are required by code to be tested monthly or however directed by the authorities having jurisdiction, Town assumes responsibility for performing and keeping a record of such tests. The following testing/inspections as per code or directed by authorities having jurisdiction (Only if marked by an X) are included in this contract:

- Annual Valve Pressure Test
- Semi-Annual Visual Inspections

21. TOWN'S RESPONSIBILITY

The Town agrees to maintain the hatchway, pit and machine room in clean condition and to keep the elevator equipment from being exposed to the elements or to physical damage. The Town agrees to shut down the equipment immediately upon the manifestation or appearance of any irregularity in operation of the elevator equipment, to notify Barist at once, and keep the equipment shut down until the completion of repairs. The Town will keep the equipment under observation by personnel competent to detect any such manifestation or appearance of irregularities in operation between periods of Barist's inspections. The Town will give Barist written notice within twenty-four hours after occurrence of any accident in or about the elevators.

22. SHARED RESPONSIBILITY

The Town agrees to provide Barist unrestricted ready and safe access to all areas of the building in which any part of the devices are located and to keep all machine rooms and pit areas free from water, stored materials and debris. The Town agrees to provide a safe work place for Barist's personnel, and to remove and remediate any waste or hazardous materials in accordance with applicable laws and regulations.

If any device is malfunctioning or is in dangerous condition, Town agrees to immediately notify Barist using the Barist 24-hour service line. Until the problem is corrected, Town agrees to remove the device from service and take all necessary precautions to prevent access or use.

The Town agrees to properly post, maintain and preserve any and all instructions or warnings to passengers in connection with the use of any devices.

This Agreement hereby executed on the date last written below.

Steven Dalvano, General Manager
Barist Elevator Company, Inc.,
113 F Brook Avenue
Deer Park, New York 11729

Date: _____

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

Date: _____

TOWN OF RIVERHEAD

Resolution # 257

AMENDS RESOLUTION NUMBER 20 OF 2012

Supervisor Walter offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, by resolution number 20, adopted on January 4, 2012, the Town Board of the Town of Riverhead authorized Code Compliance Coordinator Linda McKay to attend the Code Enforcement Basic Training Program given by the Division of Code Enforcement and Administration, New York State Department of State on January 10, 11 and 12, 2012, in Montour Falls, New York; and

WHEREAS, resolution number 20 of 2012 limited reimbursement for expenses not to exceed \$275 for two nights lodging; and

WHEREAS, resolution number should have provided for three nights lodging and additional reimbursement due to that additional night of lodging not to exceed \$293.54 (expenses include fees for registration, three nights lodging, meals and other travel costs such as tolls and gas).

NOW, THEREFORE BE IT RESOLVED, that the Town Board amends resolution number 20 of 2012, hereby ratifies the attendance of the Code Compliance Coordinator Linda McKay, and authorizes reimbursement for attendance of these classes, use of an official vehicle for transportation, three nights lodging; and

BE IT FURTHER RESOLVED that the Code Compliance Coordinator Linda McKay shall remit to the Accounting Department all pertinent receipts and documentation to be reimbursed for expenditures not to exceed the authorized limit; and

BE IT FURTHER RESOLVED, that the Town Clerk be and is authorized to forward a copy of this resolution to the Town Attorney's Office of the Town of Riverhead and that all Town Hall Departments may 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 ABSENT Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No
The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 258

AUTHORIZES THE SUPERVISOR TO EXECUTE AN AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH WFT DATA SERVICES

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, WFT Data Services has been providing all of the aforementioned services to the Town of Riverhead since 1993 and has not increased the consulting fee for five (5) years; and

WHEREAS, by Resolution number 155, adopted on February 22, 2012, the Town Board approved an increase to WFT Data Services effective March 1, 2012, the fee for custom software programming and support to the Town to the sum of One hundred dollars (\$100.00) per hour; and

WHEREAS, WFT Data Services has requested that the fee be further increased to the sum of One hundred ten dollars (\$110.00) per hour effective April 1, 2012; and

WHEREAS, the IT Department, the Justice Court and Board of Assessors have recommended that the amended rate for consulting services proposed by WFT Data Services be approved to be consistent with similar hourly fees paid to other software programmers.

NOW THEREFORE BE IT RESOLVED, that the Town Board be and hereby approves the amended rate schedule of One hundred ten dollars (\$110.00) per hour and authorizes the Supervisor to execute an amendment to the Professional Services Agreement with WFT Data Services for software consulting services in substantially the same form annexed hereto; and be it further

RESOLVED, that Town Clerk the Town Clerk be and is hereby directed to forward a certified copy of this resolution to WFT Data Services, P.O. Box 311, East Moriches, New York 11940; 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 ABSENT Gabrielsen Yes No

Wooten Yes No Dunleavy Yes No

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This amendment is made to Agreement dated the 12th day of March 2012 by and between the Town of Riverhead, a Municipal Corporation, having its principal offices at 200 Howell Avenue, Riverhead New York (hereinafter referred to as the "TOWN"), and WFT DATA SERVICES, having an address of P.O. Box 311, East Moriches, New York 11940 (hereinafter referred to as the CONSULTANT").

W I T N E S S E T H

Whereas, since 1993 the consultant has provided custom software programming and support to the Town; and

Whereas, by resolution 302, adopted on April 4, 2007, the Town Board amended the agreement with the consultant to approve payment at the rate of ninety dollars (\$90.00) per hour; and

Whereas, by resolution 155, adopted on February 22, 2012, the Town Board authorized the execution of a professional services agreement with the consultant to approve payment at the rate of one hundred dollars (\$100.00) per hour; and

Whereas, the consultant has submitted a proposal to amend the rate to one hundred ten dollars (\$110.00) per hour; and

Whereas, by resolution _____, adopted on April 3, 2012, the Town Board authorized the amendment to the professional services agreement with the consultant to approve payment at the rate of one hundred ten dollars (\$110.00) per hour effective April 1, 2012.

Now, therefore, the parties hereto mutually agree as follows:

That number 2, COMPENSATION in the Professional Services Agreement dated March 12, 2012 be and is hereby amended, to delete "one hundred dollars (\$100.00) per hour" and to insert "one hundred dollars (\$110.00) per hour effective April 1, 2012".

That all other terms and conditions of the Professional Services Agreement dated March 12, 2012 remain unchanged and continue in full force and effect.

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

TOWN OF RIVERHEAD

WFT DATA SERVICES

By: _____
Sean M. Walter, Supervisor

By: _____
William F. Todoro

Dated: _____

Dated: _____

04.03.12
120259

ADOPTED

TOWN OF RIVERHEAD

Resolution # 259

**APPROVES CHAPTER 90 APPLICATION OF THE
AMERICAN CANCER SOCIETY
(Dog Walk to Fight Cancer – May 6, 2012)**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, on March 19, 2012, the American Cancer Society submitted a Chapter 90 Application for the purpose of conducting an event to include a dog walk to fight cancer to be held at Martha Clara Vineyards located at 6025 Sound Avenue, Riverhead, New York, on Sunday, May 6, 2012, between the hours of 11:00 a.m. and 4:00 p.m.; and

WHEREAS, the American Cancer Society 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; and

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

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

RESOLVED, that the application of the American Cancer Society for the purpose of conducting an event to include a dog walk to fight cancer to be held at Martha Clara Vineyards located at 6025 Sound Avenue, Riverhead, New York, on Sunday, May 6, 2012, between the hours of 11:00 a.m. and 4:00 p.m. is hereby approved; and be it further

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

RESOLVED, that this approval is subject to the provisions of Riverhead Town Code Chapter 81 - "Noise Control", Chapter 108-56 - "Signs" and any other section of the Riverhead Town Code that may pertain to this event; and be 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 a fire safety inspection by the Town Fire Marshal is required prior to the opening of this event to the public. The Riverhead Fire Marshal shall be contacted at least three days in advance at (631) 727-3200 extension 601, for the purpose of arranging the "pre-opening" inspection appointment; and be it further

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to the American Cancer Society, 75 Davids Drive, Hauppauge, NY, 11788, Attn: Katherine Hawkins; 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 ABSENT Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No
The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 260

**APPROVES CHAPTER 90 APPLICATION OF THE
AMERICAN HEART ASSOCIATION
(Healing Heart 5K Run/Walk at Martha Clara Vineyard – May 20, 2012)**

Councilman Gabrielsen offered the following resolution,

which was seconded by Supervisor Walter

WHEREAS, on March 19, 2012, the American Heart Association submitted a Chapter 90 Application for the purpose of conducting an event entitled “Healing Heart 5K Run/Walk” to be held at Martha Clara Vineyards located at 6025 Sound Avenue, Riverhead, New York, on Sunday, May 20, 2012, between the hours of 8:00 a.m. and 2:00 p.m.; and

WHEREAS, the American Heart Association has completed and filed a Short Environmental Assessment Form in accordance with 6 NYCRR 617; and

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

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

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

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

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

RESOLVED, that the application of the American Heart Association for the purpose of conducting an event entitled “Healing Heart 5K Run/Walk” to be held at Martha Clara Vineyards located at 6025 Sound Avenue, Riverhead, New York, on Sunday, May 20, 2012, between the hours of 8:00 a.m. and 2:00 p.m., is hereby approved; 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 a fire safety inspection by the Town Fire Marshal is required prior to the opening of this event to the public. The Riverhead Fire Marshal shall be contacted at least three days in advance at (631) 727-3200 extension 601, for the purpose of arranging the "pre-opening" inspection appointment; and be it further

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

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

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to the American Heart Association, 125 East Bethpage Road, Suite 100, Plainview, NY, 11803; and be it further

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

THE VOTE

Giglio ABSENT Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No
The Resolution Was Thereupon Duly Declared Adopted

04.03.12
120261

ADOPTED

TOWN OF RIVERHEAD

Resolution # 261

**APPROVES EXTENSION OF PERFORMANCE BOND OF RIVERHEAD
REEVES ASSOCIATES, LLC A/K/A NF GOLF RESORTS
(ROAD AND DRAINAGE IMPROVEMENTS)**

Supervisor Walter offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, the Riverhead Town Board, by Resolution #37 adopted on January 6, 2004, did accept a performance bond in the amount of \$2,530,000.00 representing road and drainage improvements to be completed in the subdivision entitled, "NF Golf Resorts"; and

WHEREAS, at the request of NF Golf Resorts, the Town Board, by Resolution #234 adopted on March 15, 2005, did reduce the aforementioned performance bond from \$2,530,000.00 to the amount of \$2,033,000.00; and

WHEREAS, at the request of NF Golf Resorts, the Town Board, by Resolution #712 adopted on August 1, 2006, did reduce the aforementioned performance bond from \$2,033,000.00 to the amount of \$1,400,000.00; and

WHEREAS, at the request of NF Golf Resorts, the Town Board, by Resolution #112 adopted on February 6, 2008, did reduce the aforementioned performance bond from \$1,400,000.00 to the amount of \$843,333.33; and

WHEREAS, by letter dated February 10, 2012, Peter S. Danowski, Jr., Esq., attorney for NF Golf Resorts, has requested that an additional extension be granted for the performance bond representing the road and drainage improvements to be completed within the subdivision; and

WHEREAS, Riverhead Planning Board Resolution #2012-0021, dated March 1, 2012, recommends the approval of the extension of the performance bond, having the date of said two-year extension to expire on June 4, 2013; and

WHEREAS, Water Key Money in the amount of \$60,000.00, Park and Recreation Fees in the amount of \$180,000.00 and Engineer Fees in the amount of \$127,800.00 have been paid.

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby approves the extension of time for the performance bond representing the road and drainage improvements to be completed within the subject subdivision for an additional two-year period as provided by Riverhead Town Code Chapter 108-97 A. (4); and be it further

RESOLVED, that the Town Board hereby accepts the \$2,000.00 fee associated with such extension approval; and be it further

RESOLVED, that this extension shall extend the performance bond representing the road and drainage improvements to be completed within the subdivision to June 4, 2013; and be it further

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to Peter S. Danowski, Jr., Esq., 616 Roanoke Avenue, Riverhead, New York, 11901 and International Fidelity Insurance Company, One Newark Center, 20th Floor, Newark, New Jersey, 07102; and be it further

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

THE VOTE

Giglio ABSENT Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No
The Resolution Was Thereupon Duly Declared Adopted

04.03.12
120262

ADOPTED

TOWN OF RIVERHEAD

Resolution # 262

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

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

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

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

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

NOW THEREFORE BE IT RESOLVED, that the Supervisor is hereby authorized to execute the attached agreement authorizing the Town of Riverhead to accept funds from Suffolk County Office for the Aging for the purpose of supplementing the budget of the Town's residential repair program for the elderly residents of Riverhead in an amount not to exceed \$26,316.00; and be it further

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

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

THE VOTE

Giglio ABSENT Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No
The Resolution Was Thereupon Duly Declared Adopted

Contract

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

Town of Riverhead ("the Contractor"), a New York Municipal Corporation, having its principal place of business at 200 Howell Avenue, Riverhead, New York 11901.

The Contractor has been designated to receive funds from the County for to provide a Residential Repair Program for the Elderly as set forth in Article I, entitled "Description of Services."

Term of the Contract: January 1, 2012 through December 31, 2012; with an option, to be exercised at the County's discretion, to June 30, 2013 on the same terms and conditions herein.

Service Levels: 1,550 Units of Residential Repair Services
400 Elderly Serviced, Unduplicated

Total Cost of the Contract: Shall not exceed \$26,316.00 to be paid as set forth in Exhibit 6, attached.

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

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

Town of Riverhead

County of Suffolk

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

By: _____
Deputy County Executive

Date _____

Date: _____

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

Approved:

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

Date _____

Name _____

Recommended:

Date _____

By: _____
Regina DeTuro
Administrator I

Approved as to Form Legality:
Dennis M. Cohen,
County Attorney

Date _____

By: _____
Basia Deren Braddish
Assistant County Attorney

Date _____



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Article I
IIB Residential Repair
Description of Services

Whereas, the Contractor has been identified in the 2012 Suffolk County Adopted Budget under the pseudo code as listed on page one of the Contract to perform the Services for the Department; and

Whereas, the Town of Riverhead has been designated as a line item in the Suffolk County Operating Budget to receive funding; and

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

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

1. Conflicting Provisions

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

2. Goals of the Program

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

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

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

3. General Terms and Conditions

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

- a. The Contractor is to afford priority to servicing those elderly persons who New York State has identified as the target population (disabled/frail, low income, minority, or isolated) in accordance with paragraph number 5 below.
- b. The Contractor may not impose a means test of eligibility. No income or asset information may be used to determine eligibility for service notwithstanding any other provisions of this Agreement.
- c. Persons eligible for or receiving the same or a similar service under another government-funded program are not eligible for this service. However, determination of eligibility must be done on an individual basis recognizing specific circumstances as they pertain to the person's need.
- d. The Contractor may not charge any fees for services.

4. Contributions & Satisfaction Surveys

- a. The Contractor has the obligation to inform each recipient of the service in writing of the opportunity to make a free, willing and anonymous contribution toward the cost of the service. Service may not be denied, however, if a person is unable or unwilling to make a contribution. The privacy and confidentiality of each recipient with the respect of the recipients' contribution or lack of contribution must be maintained. Acknowledgements of voluntary and/or anonymous contributions are prohibited. All contributions must be used to enhance services available under the program. Each recipient must be informed in writing of the opportunity to contribute upon completion of the repair/renovation.
- b. All printed materials used for the Program must include the sources of funding for the Program and include the following statement:

Contributions to this (these) service(s) are made freely and voluntarily. Service will not be denied because of inability or unwillingness to contribute. Any contribution you wish to make will be used to expand the program and will be greatly appreciated.
- c. The Contractor must maintain an audit trail of all incoming contributions and include these contributions in all required reports.
- d. In accordance with NYOFA Regulation 6654.8, the Contractor must develop a method for surveying client satisfaction and assure that the views of older persons are solicited and considered as to the operation of the program. Such method shall respect the client's right to confidentiality. The Contractor shall send each recipient an evaluation letter in the form approved by the Department at the completion of the repair/renovation.

5. Targeting and Outreach

The Contractor shall to give preference in providing services to older individuals with the greatest economic or social needs, with particular attention to low-income minority individuals (42 U.S.C. §3025 (a) (1) (E)). The term "greatest economic need" is defined as the need resulting from an income at or below the poverty levels as established by the Office of Management and Budget. The term "greatest social need" refers to the need caused by non-economic factors which include physical and mental abilities, language barriers, and cultural, social or geographical isolation including that caused by racial or ethnic status which restricts an individual's ability to perform normal daily tasks or which threatens such individual's capacity to live independently. (42 U.S.C. §302(21)).

The following four target groups have been identified as having the greatest economic and social needs: minorities, low income, frail and vulnerable.

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

Successful targeting is demonstrated when the Contractor serves the target population in substantially higher percentages than their representation in the general elderly population of the service area.

- c. The Contractor shall submit monthly reports covering program activity and expenses, containing at least but not limited to the above, to be submitted to the Department by the eighth day of the month following the period being reported, and any other reports as required by the Department. The reports must be on a form specified by the Department and shall comply with all procedures required by the Department for the proper payment of vouchers and audits.

8. Contractor's Staff

- a. The Contractor will provide an adequate number of qualified staff, which may include volunteers, to assure the satisfactory conduct of this Program and to assure the health, safety and welfare of participants.
- b. The Department shall have the right to prior approval of the filling of the Contractor's staff performing the services under this Agreement. The Contractor shall file with the Department the procedures to be followed by workers and other staff in case of emergency.

9. Confidentiality

- a. In the case of a request by the Department for names and addresses of individuals participating in the program, the Contractor shall furnish such information as requested. Failure to comply with a request by the Department for such information shall be deemed a material breach of this Agreement and shall result in a freeze on all monies due and owing to the Contractor until compliance by the Contractor
- b. The Contractor agrees that no personal information obtained from an individual in conjunction with this program shall be disclosed in a form in which it is identified with the individual without such individual's written consent to such disclosure, except to the Department. To assure confidentiality, program reports and audit trails should not list the names of any clients, but may contain identifying codes to indicate particular clients served.

10. Promotions and Advertisements

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

Funded by the U.S. Department of Health and Human Services
through the
New York State Office for the Aging
and the
Suffolk County Office for the Aging

- b. Any announcements of the Program on radio or television must identify funding in the same manner.
- c. The provisions of this paragraph 10 supersede the provisions of paragraph 20a of Article III.

11. Administration

- a. Overall administration of this program will be the responsibility of the Contractor. The Contractor or its designee will assure proper implementation and direction of the program, act as liaison between the Department and the actual recipients of service and assure accuracy and timeliness of submission of all reporting forms and expenditures.
- b. Program staff shall attend meeting and trainings as requested by the department.

12. Monitoring

a. Financial Transactions

The Department's staff and staff of the New York State Office for the Aging may examine or review evidence regarding the existence, timing and classification of financial transactions that are charged to the program for reimbursement. To obtain this evidence, such staff may examine documentary evidence, including financial statements, financial reports, etc., and original records. Such staff may make physical verification by actually observing or counting certain assets (e.g., cash, equipment and supplies) to establish their physical existence.

b. Program

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

13. Grievance Procedures

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

End of Article I

Article 1A
Grievance Procedures

1. Purpose

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

2. Notifying Participants of the Right to File a Grievance

- a. The Contractor shall inform all participants in the program of the right to file a grievance. A summary of the procedures, including a statement that assistance to file shall be provided to older persons, must be prominently posted at service delivery sites or offices at which participants and service applicants apply for services. Summaries must be in a format approved by the Department and shall also be written in languages other than English where required to serve the client/applicant population. Service participants shall be informed of the grievance procedures through written and verbal statements provided to them upon assessment and/or reassessment for services.
- b. A participant or applicant who is denied Title III services by the Contractor and the Department program monitor must be given the reasons for the denial. The denial shall be confirmed in writing and the applicant informed of the right to file a grievance and to whom the grievance shall be addressed. For services which are applied for by telephone or verbally, in person, the client may be told of the right to file a grievance verbally.

3. Grievance Process

- a. Filing of grievances must follow the following process:
 - i. Participants must submit their grievances in writing to the Department's Program Administrator.
 - ii. The grievance should be filed within thirty (30) days of denial, reduction or termination of services, or of the event or circumstances with which the participant is dissatisfied. The Department's Program Administrator may grant an extension for good cause shown.
 - iii. The grievance should be filed on the form approved by the Department, which shall include a written statement setting forth in detail the date, time and circumstances that are the basis of the complaint.
- b. Investigation and Response to Grievance:
 - i. The designated reviewer who performs the initial review shall investigate the grievance, including, as appropriate, meeting with the grievant and other persons involved in the action(s) complained of or in the denial of services.
 - ii. The reviewer shall review all pertinent facts and/or documents, and shall determine whether the agency action was made in accordance with lawful procedures (that is, consistent with applicable OAA and or State laws, regulations and policies) and supported by the facts.

- iii. The designated reviewer shall prepare and send a written response to the grievant and to the Department's Director within fifteen (15) days after the grievance is filed. The response shall set forth the circumstances relating to the grievance, the action requested by the grievant, the findings of the reviewer, a proposed remedial action, if any, and reason(s) for and facts relied on in the determination.
- c. Appeal of Initial Response/Decision
- i. The grievant may initiate a request for subsequent review by the Department's Director within twenty (20) calendar days following receipt of notification by the Program Administrator of the decision.
 - ii. The Department's Director shall request copies of the initial file on the complaint in question. The Department's Director will review the materials to ensure that pertinent policies and procedures have been applied and followed. If appropriate, the Department's Director or his/her designee will meet with the older person to allow the grievant an opportunity to present information about the grievance.
 - iii. If the policies and procedures have been adhered to, the Department's Director will not overturn the decision of the Program Administrator. If proper policies and procedures have not been applied, The Department reserves the right to overturn the decision. The subsequent review shall be completed within forty-five (45) days of receipt of the request by the older individual and the grievant will be notified in writing of the result of the subsequent review.

4. **Record Keeping**

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

5. **Confidentiality**

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

End of Article 1A

Article II
Definitions

1. Meanings of Terms

As used herein:

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

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

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

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

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

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

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

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

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

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

“**Event of Default**” means

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

process; or

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

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

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

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

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

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

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

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

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

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

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

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

2. Elements of Interpretation

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

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

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End of Text for Article II

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Article III

General Terms and Conditions.

1. Contractor Responsibilities

a. Duties and Obligations

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

b. Qualifications, Licenses, and Professional Standards

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

c. Notifications

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

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Services.**

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

d. Documentation of Professional Standards

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

e. Credentialing

- i.) In the event that the Department, or any division thereof, maintains a credentialing process to qualify the Contractor to render the Services, the Contractor shall complete the required credentialing process. In the event that any State credential, registration, certification or license, Drug Enforcement Agency registration, or Medicare or Medicaid certification is restricted, suspended, or temporarily or permanently revoked, it is the duty of the Contractor to contact the Department, or division thereof, as the case may be, in writing, no later than three (3) days after such restriction, suspension, or revocation.
- ii.) The Contractor shall forward to the Department, or division thereof, as the case may be, on or before July 1 of each year during the Term, a complete list of the names and addresses of all persons providing the Services, as well as their respective areas of certification, credentialing, registration, and licensing.

f. **Engineering Certificate**

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

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 paragraph 8 of this Article III.

2. **Termination**

a. **Thirty Days Termination**

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

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

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

c. **Termination Notice**

Any notice providing for termination shall be delivered as provided for in paragraph 24 of this Article III.

d. **Duties upon Termination**

- i.) The Contractor shall discontinue the Services as directed in the termination notice.
- ii.) The County shall pay the Contractor for the Services rendered through the date of termination.
- iii.) The County is released from any and all liability under the Contract, effective as of the date of the termination notice.

3. **Indemnification and Defense**

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

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

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

4. **Insurance**

a. The Contractor shall continuously maintain, during the Term of the Contract, insurance in

amounts and types as follows:

- i.) **Commercial General Liability** insurance, including contractual liability coverage, in an amount not less than Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury and Two Million Dollars (\$2,000,000.00) per occurrence for property damage. The County shall be named an additional insured.
 - ii.) **Automobile Liability** insurance (if any non-owned or owned vehicles are used by the Contractor in the performance of the Contract) in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) per person, per accident, for bodily injury and not less than One Hundred Thousand Dollars (\$100,000.00) for property damage per occurrence.
 - iii.) **Workers' Compensation and Employer's Liability** insurance in compliance with all applicable New York State laws and regulations and **Disability Benefits** insurance, if required by law. The Contractor shall furnish to the County, prior to its execution of the Contract, the documentation required by the State of New York Workers' Compensation Board of coverage or exemption from coverage pursuant to §§57 and 220 of the Workers' Compensation Law. In accordance with General Municipal Law §108, the Contract shall be void and of no effect unless the Contractor shall provide and maintain coverage during the Term for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
 - iv.) **Professional Liability** insurance in an amount not less than Two Million Dollars (\$2,000,000.00) on either a per-occurrence or claims-made coverage basis.
- b. The County may mandate an increase in the liability limits set forth in the immediately preceding paragraphs (4)(a)(i), (ii), and (iv).
 - c. All policies providing such coverage shall be issued by insurance companies authorized to do business in New York with an A.M. Best rating of A- or better.
 - d. The Contractor shall furnish to the County, prior to the execution of the Contract, declaration pages for each policy of insurance, other than a policy for commercial general liability insurance, and upon demand, a true and certified original copy of each such policy evidencing compliance with the aforesaid insurance requirements. In the case of commercial general liability insurance and business use automobile insurance, the Contractor shall furnish to the County, prior to the execution of the Contract, a declaration page or insuring agreement and endorsement page evidencing the County's status as an additional insured on said policy, and upon demand, a true and certified original copy of such policy evidencing compliance with the aforesaid insurance requirements.
 - e. All evidence of insurance shall provide for the County to be notified in writing thirty (30) days prior to any cancellation, nonrenewal, or material change in the policy to which such evidence relates. It shall be the duty of the Contractor to notify the County immediately of any cancellation, nonrenewal, or material change in any insurance policy.
 - f. In the event the Contractor shall fail to provide evidence of insurance, the County may provide the insurance required in such manner as the County deems appropriate and deduct the cost thereof from a Fund Source.
 - g. If the Contractor is a Municipal Corporation and has a self-insurance program under which it acts as a self-insurer for any of such required coverage, the Contractor shall provide proof, acceptable to the County, of self-funded coverage.
5. **Independent Contractor**
- The Contractor is not, and shall never be, considered an employee of the County for any purpose. Notwithstanding anything contained in this Contract, the Contract shall not be construed as creating a principal-agent relationship between the County and the Contractor or the Contractor and the County, as the case may be.
6. **Severability**
- It is expressly agreed that if any term or provision of this Contract, or the application thereof to any person or circumstance, shall be held invalid or unenforceable to any extent, the remainder of the Contract, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and every other term and provision of the Contract shall be valid and shall be enforced to the fullest extent permitted by law.

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:

7. Merger; No Oral Changes

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

- 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.

8. Set-Off Rights

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

10. Nonsectarian Declaration

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

9. Non-Discrimination in Services

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

11. Governing Law

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

- 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.

12. No Waiver

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

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

13. Conflicts of Interest

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

14. Cooperation on Claims

The Contractor and the County shall render diligently to each other, without compensation, any and all cooperation

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that may be required to defend the other party, its employees and designated representatives, against any claim, demand or action that may be brought against the other party, its employees or designated representatives arising out of, or in connection with, the Contract.

15. Confidentiality

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

16. Assignment and Subcontracting

- a. The Contractor shall not delegate its duties under the Contract, or assign, transfer, convey, subcontract, sublet, or otherwise dispose of the Contract, or any of its right, title or interest therein, or its power to execute the Contract, or assign all or any portion of the monies that may be due or become due hereunder, (collectively referred to in this paragraph 16 as "Assignment"), to any other person, entity or thing without the prior written consent of the County, and any attempt to do any of the foregoing without such consent shall be void ab initio.
- b. Such Assignment shall be subject to all of the provisions of the Contract and to any other condition the County requires. No approval of any Assignment shall be construed as enlarging any obligation of the County under the terms and provisions of the Contract. No Assignment of the Contract or assumption by any person of any duty of the Contractor under the Contract shall provide for, or otherwise be construed as, releasing the Contractor from any term or provision of the Contract.

17. Changes to Contractor

- a. The Contractor may, from time to time, only with the County's written consent, enter into a Permitted Transfer. For purposes of the Contract, a Permitted Transfer means:
 - i.) if the Contractor is a partnership, the withdrawal or change, whether voluntary, involuntary or by operation of law; of the partners, or transfer of partnership interests (other than the purchase of partnership interests by existing partners, by the partnership itself or the immediate family members by reason of gift, sale or devise), or the dissolution of the partnership without immediate reconstitution thereof, and
 - ii.) if the Contractor is a closely held

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

- 1. the dissolution, merger, consolidation or other reorganization of the Contractor; and
 - 2. the sale or other transfer of twenty percent (20%) or more of the shares of the Contractor (other than to existing shareholders, the corporation itself or the immediate family members of shareholders by reason of gift, sale or devise).
- b. If the Contractor is a not-for-profit corporation, a change of twenty percent (20%) or more of its shares or members shall be deemed a Permitted Transfer.
 - c. The Contractor shall notify the County in writing, which notice (the "Transfer Notice") shall include:
 - i.) the proposed effective date of the Permitted Transfer, which shall not be less than thirty (30) days nor more than one hundred eighty (180) days after the date of delivery of the Transfer Notice;
 - ii.) a summary of the material terms of the proposed Permitted Transfer;
 - iii.) the name and address of the proposed transferee;
 - iv.) such information reasonably required by the County, which will enable the County to determine the financial responsibility, character, and reputation of the proposed transferee, nature of the proposed assignee/transferee's business and experience;
 - v.) all executed forms required pursuant to Article IV of the Contract, that are required to be submitted by the Contractor; and
 - vi.) such other information as the County may reasonably require.
 - d. The County agrees that any request for its consent to a Permitted Transfer shall be granted, provided that the transfer does not violate any provision of the Contract, and the transferee has not been convicted of a criminal offense as described under Article II of Chapter 143 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 24 of Article III of the Contract. If the County shall not give written notice to the Contractor denying its consent to such Permitted Transfer (and setting forth the basis for such denial in reasonable detail) within such twenty (20)-day period, then the County shall be deemed to have granted its consent to such Permitted Transfer.

- e. Notwithstanding the County's consent,
 - i.) the terms and conditions of the Contract shall in no way be deemed to have been waived or modified; and
 - ii.) such consent shall not be deemed consent to any further transfers.

18. No Intended Third Party Beneficiaries

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

19. Certification as to Relationships

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

20. Publications and Publicity

- a. Any book, article, report, or other publication or printed matter related to the Services provided pursuant to this Agreement shall contain the following statement in clear and legible print:

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

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

1. Copyrights and Patents

a. Copyrights

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

b. Patents

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

22. Arrears to County

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

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

In the event that the Contract is subject to the Lawful Hiring of Employees Law of the County of Suffolk, Suffolk County Code Chapter 234, as more fully set forth in the Article entitled "Suffolk County Legislative Requirements," the Contractor shall maintain the documentation mandated to be kept by this law on the construction site at all times. Employee sign-in sheets and register/log books shall be kept on the construction site at all times and all covered employees, as defined in the law, shall be required to sign such sign-in sheets/register/log books to indicate their presence on the construction site during such working hours.

24. Record Retention

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

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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.

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25. Notice

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

End of Text for Article III

Article IV

Suffolk County Legislative Requirements

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

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

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

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

2. Living Wage Law

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

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

Required Forms:

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

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

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

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

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

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

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

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

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

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

4. Lawful Hiring of Employees Law

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

This Contract is subject to the Lawful Hiring of Employees Law of the County of Suffolk. It provides that all covered employers, (as defined), and the owners thereof, as the case may be, that are recipients of compensation from the County through any grant, loan, subsidy, funding, appropriation, payment, tax incentive, contract, subcontract, license agreement, lease or other financial compensation agreement issued by the County or an awarding agency, where such compensation is one hundred percent (100%) funded by the County, shall submit a completed sworn affidavit (under penalty of perjury), the form of which is attached, certifying that they have

complied, in good faith, with the requirements of Title 8 of the United States Code Section 1324a with respect to the hiring of covered employees (as defined) and with respect to the alien and nationality status of the owners thereof. The affidavit shall be executed by an authorized representative of the covered employer or owner, as the case may be; shall be part of any executed contract, subcontract, license agreement, lease or other financial compensation agreement with the County; and shall be made available to the public upon request.

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

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

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

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

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

Required Forms:

Suffolk County Lawful Hiring of Employees Law Form LHE-1; entitled "Suffolk County Department of Labor - Notice Of Application To Certify Compliance With Federal

Law (8 U.S.C. Section 1324a) With Respect To Lawful Hiring of Employees."

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

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

5. Gratuities

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

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

6. Prohibition Against Contracting with Corporations that Reincorporate Overseas

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

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

7. Child Sexual Abuse Reporting Policy

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

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

8. Non Responsible Bidder

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

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

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

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

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

10. **Youth Sports**

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

All contract agencies that conduct youth sports programs are required to develop and maintain a written plan or policy addressing incidents of possible or actual concussion or other head injuries among sports program participants. Such plan or policy must be submitted prior to the award of a County contract, grant or funding. Receipt of such plan or policy by the County does not represent approval or

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

11. **Work Experience Participation**

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

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

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

End of Text for Article IV

Article V
General Fiscal Terms and Conditions

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from any further County contracts.

1. General Payment Terms

a. Presentation of Suffolk County Payment Voucher

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

b. Voucher Documentation

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

c. Payment by County

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

d. Budget Modification

- i.) The parties shall use the Contract Budget Modification Request form ("Budget Modification") for revisions to the Budget and Services not involving an increase to the total cost of the Contract. The Contractor shall submit to the County the Budget Modification proposed revisions for either Budget or the Services. Such request must be made in advance of incurring any expenditure for which the revision is needed.
- ii.) When the County and the Contractor agree as to such revisions, the Contractor shall execute the Budget Modification form. The Contractor shall return it to the County for execution.
- iii.) Upon complete execution of the Budget Modification form, the County shall return a copy to the Contractor. The revision shall not be effective until the Budget Modification is completely executed.
- iv.) The Budget Modification form may be submitted only twice per calendar year and may only be submitted prior to November 15th of that year.

e. Budget and/or Services Revisions

- i.) The parties shall use the Contract Budget/Services Revision Approval Form (Budget /Services Revisions) for revisions to the Budget and Services involving any change to the total cost of the Contract due to a resolution of the Legislature, changes to the County's adopted annual budget, or for any other reason necessitating revisions to the Budget or Services.
- ii.) When the County and the Contractor agree as to such revisions, the Contractor shall execute the Budget/Services Revisions form. The Contractor shall return it to the County.

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

f. Taxes

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

g. Final Voucher

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

2. Subject to Appropriation of Funds

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

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

- i.) determine how to pay for the Services;
- ii.) determine future payments to the Contractor; and
- iii.) determine what amounts, if any, are reimbursable to the County by the Contractor and the terms and conditions under which such reimbursement shall be paid.

c. The County may, during the Term, impose a Budget Deficiency Plan. In the event that a Budget Deficiency Plan is imposed, the County shall promptly notify the Contractor in writing of the terms and conditions thereof, which shall be deemed incorporated in and made a part of the Contract, and the Contractor shall implement those terms and conditions in no less than fourteen (14) days.

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

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

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

ii.) personnel rules and procedures;

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

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

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

4. Accounting Procedures

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

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

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

5. Audit of Financial Statements

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

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

6. Financial Statements and Audit Requirements

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

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

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

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

- d. In the event the Contractor is a not-for-profit organization or unit of local government and expends five hundred thousand (\$500,000.00) dollars or more of Federal monies, whether as a recipient expending awards received directly from Federal awarding agencies, or as a subrecipient expending Federal awards received from a pass-through entity, such as New York State or Suffolk County, during any fiscal year within which it receives funding under the Contract, the audit must be conducted, and the audit report ("Single Audit Report") must be, in accordance with OMB Circular No. A-133 (revised June 27, 2003). Single Audit Reports must also be submitted to the designated clearinghouse, cognizant agency and/or pass-through entity, to the extent required by the OMB Circular referred to above.

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

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- f. Copies of all financial statements, Management Letters, Single Audit Reports and other audit reports must be transmitted to the County and to the Executive Director of Auditing Services at the address set forth above. The reports must be submitted within thirty (30) days after completion of the audit, but in no event later than nine (9) months after the end of the Contractor's fiscal year, to which the audit relates.
- g. These requirements do not preclude the County, the Comptroller, or their authorized representatives, or Federal or State auditors from auditing all records of the Contractor. Therefore, the records of the Contractor must be made available to authorized representatives of Federal, State and County government for that purpose.
- h. The provisions of this paragraph shall survive the expiration or termination of the Contract.

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

- iii.) The County shall retain a proprietary interest in all furniture, removable fixtures, equipment, materials, and supplies purchased or obtained by the Contractor and paid for or reimbursed to the Contractor pursuant to the terms of the Contract or any prior agreement between the parties.
- iv.) The Contractor shall attach labels indicating the County's proprietary interest or title in all such property.

7. Furniture, Fixtures, Equipment, Materials, Supplies

c. County's Right to Take Title and Possession

a. Purchases, Rentals or Leases Requiring Prior Approval

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

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

b. Purchase Practices/Proprietary Interest of County

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

d. Inventory Records, Controls and Reports

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

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

e. Protection of Property in Contractor's Custody

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

f. Disposition of Property in Contractor's Custody

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

8. Lease or Rental Agreements

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

9. Statement of Other Contracts

Prior to the execution of the Contract, the Contractor shall submit a Statement of Other Contracts to the County,

which shall be attached as an exhibit to the Contract. If the Contract is amended during the Term, or if the County exercises its option right, the Contractor shall attach a then current Statement of Other Contracts.

10. Miscellaneous Fiscal Terms and Conditions

a. Limit of County's Obligations

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

b. Duplicate Payment from Other Sources

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

c. Funding Identification

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

d. Outside Funding for Non-County Funded Activities

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

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

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

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

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

shall be utilized to cover the expenditures incurred by the Contractor in undertaking the additional services.

e. Potential Revenue

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

f. Payments Contingent upon State/Federal Funding

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

g. Denial of Aid

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

h. Budget

The Contractor expressly represents and agrees that the Budget lists all revenue, expenditures, personnel, personnel costs and/or all other relevant costs necessary to provide the Services.

i. Payment of Claims

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

j. Payments Limited to Actual Net Expenditures

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

k. Travel Costs

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

l. Attendance at Conferences

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

m. Salaries

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

n. **Salary Increases**

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

o. **Contractor Vacancies**

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

p. **No Limitation On Rights**

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

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

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

Exhibits

- Exhibit 1** Public Disclosure
- Exhibit 2** Living Wage
- Exhibit 3** Union Certification
- Exhibit 4** Lawful Hiring
- Exhibit 5** Certification Regarding Lobbying
- Exhibit 6** Legislative Designated Funding Applications; Budget
- Exhibit 7** Budget Modification Request
- Exhibit 8** Budget/Services Revisions Approval
- Exhibit 9** Standard Operating Procedure A-07 Amendment 1
and Executive Order 14-2007 or any successor order.
- Exhibit 10** Comptroller's Rules and Regulations for Consultant's Agreements
- Exhibit 11** Statement of Other Contracts

TOWN OF RIVERHEAD

Resolution # 263

AUTHORIZES PUBLICATION OF HELP WANTED ADVERTISEMENT FOR TOWN BUILDING AND PLANNING ADMINISTRATOR

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

BE IT RESOLVED, that the Town Clerk is hereby authorized to publish the attached Help Wanted Advertisement for Town Building and Planning Administrator in the April 12, 2012 issue of the News Review, the April 15, 2012 issues of the New York Times and Newsday along with an internet job posting on Monster.com, govtjob.net and govtjobs.com;

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 ABSENT Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No
The Resolution Was Thereupon Duly Declared Adopted

ADVERTISEMENT TO BE PLACED IN NEWS REVIEW

TOWN BUILDING AND PLANNING ADMINISTRATOR

Bachelor's Degree from federal or state accredited institution in Architecture, Engineering, Planning, Geography, Urban Studies, or Public Administration and six years of experience in regional or environmental planning and building, including at least three years of administrative and/or supervisory responsibility, and possession of a certification issued by the American Institute of Certified Planners, or a Professional Engineer's license or Professional Architect's license issued by the State of New York; or graduation from federal or state accredited college with a Master's Degree in one of the above areas and four years of experience in regional or environmental planning and building, including at least three years of administrative and/or supervisory responsibility, and possession of a certification issued by the American Institute of Certified Planners, or a Professional Engineer's license or Professional Architect's license issued by the State of New York.

Duties and responsibilities include oversight of the activities and efforts of a Town's Building and Planning divisions, including the Planning Board and Zoning Board of Appeals; oversight of a variety of planning and building issues including subdivisions, site plans, environmental review, general code amendments, rezoning, use permitting, design review, variances, permit issuance, inspections, and enforcement of the code; and supervision is exercised over professional, technical, and clerical staff.

Resumes Due: May 11, 2012

Town of Riverhead-Office of the Supervisor
200 Howell Avenue, Riverhead, NY 11901

ADVERTISEMENT TO BE PLACED IN THE NEW YORK TIMES AND NEWSDAY

TOWN OF RIVERHAD BUILDING AND PLANNING ADMINISTRATOR

Please go to www.riverheadli.com for qualifications, duties and responsibilities.

Resumes Due: May 11, 2012

Town of Riverhead-Office of the Supervisor
200 Howell Avenue, Riverhead, NY 11901

INTERNET POSTING

TOWN BUILDING AND PLANNING ADMINISTRATOR

The Town of Riverhead located in Riverhead, NY is seeking an individual to: oversee activities of Town Building and Planning divisions; review and analyze development applications; ensures conformance with town planning and building laws, ordinances, regulations, and policies, including special conditions, covenants and restrictions assigned to projects by the Planning Board and/or Town Board; manage and participates in the environmental review process, including formulating recommendations, negative declarations, and environmental impact reports; prepares and administer annual budgets for Planning and Building divisions; provides professional planning and building assistance to the Town Board, Planning Board, and committees, and attend/participate in public meetings, workshops and negotiations. Individual must have comprehensive knowledge of the principles, practices, methods and techniques of community, regional, and environmental planning; knowledge of provisions of the Federal, State, and local laws, codes, rules, and regulations affecting the operation of the divisions; ability to read and interpret plans and specifications; ability to make inspections and ascertain facts through investigations and analysis of evidence; ability to supervise the work of technical and clerical employees in a manner conducive to full performance and high morale; ability to express oneself clearly and concisely, both orally and in writing; ability to keep accurate and complete records; ability to prepare and submit comprehensive reports; physical condition commensurate to the demands of the position.

Bachelor's Degree from federal or state accredited institution in Architecture, Engineering, Planning, Geography, Urban Studies, or Public Administration and six years of experience in regional or environmental planning and building, including at least three years of administrative and/or supervisory responsibility, and possession of a certification issued by the American Institute of Certified Planners, or a Professional Engineer's license or Professional Architect's license issued by the State of New York; or graduation from federal or state accredited college with a Master's Degree in one of the above areas and four years of experience in regional or environmental planning and building, including at least three years of administrative and/or supervisory responsibility, and possession of a certification issued by the American Institute of Certified Planners, or a Professional Engineer's license or Professional Architect's license issued by the State of New York.

Resumes Due: May 11, 2012
TOWN OF RIVERHEAD
OFFICE OF THE SUPERVISOR
200 HOWELL AVENUE
RIVERHEAD, NY 11901

TOWN OF RIVERHEAD

Resolution # 264

**APPROVES CHAPTER 90 APPLICATION OF EAST END ARTS &
HUMANITIES COUNCIL, INC.
(16th Annual Community Mosaic Street Painting Festival – May 27, 2012)**

Councilman Gabrielsen offered the following resolution,

which was seconded by Supervisor Walter

WHEREAS, on March 1, 2012, the East End Arts & Humanities Council Inc. (“EEAC”) submitted a Chapter 90 Application for the purpose of conducting their 16th Annual Community Mosaic Street Painting Festival with music and art exhibits to be held on EEAC grounds and parking lot and E. Main Street, between Roanoke Avenue and East Street, Riverhead, New York, on Sunday, May 27, 2012, having a rain date of Monday, May 28, 2012, between the hours of 8:00 a.m. and 5:00 p.m. and

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

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

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

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

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

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

RESOLVED, that the application of EEAC for the purpose of conducting their 16th Annual Community Mosaic Street Painting Festival with music and art exhibits to be held on EEAC grounds and parking lot and E. Main Street, between Roanoke Avenue and East Street, Riverhead, New York, on Sunday, May 27, 2012, having a rain

date of Monday, May 28, 2012, between the hours of 8:00 a.m. and 5:00 p.m., is hereby approved; and be it further

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

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

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

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

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

THE VOTE

Giglio ABSENT Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No
The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 265

**APPROVES CHAPTER 90 APPLICATION OF PECONIC BAY REGION OF THE
ANTIQUE AUTOMOBILE CLUB OF AMERICA (AACAA)
(Car Show – May 26, 2012)**

Supervisor Walter offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, on March 15, 2012, George Bartunek, on behalf of Peconic Bay Region AACAA, submitted a Chapter 90 application for the purpose of conducting a car show to benefit the “Wounded Warrior Project & Building Homes for Heroes”, to be held at Martha Clara Vineyards located at 6025 Sound Avenue, Riverhead, New York, on Saturday, May 26, 2012, having a rain date of Sunday, May 27, 2012, between hours of 9:00 a.m. and 4:00 p.m.; and

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

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

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

NOW THEREFORE BE IT RESOLVED, that the Chapter 90 Application of Peconic Bay Region AACAA for the purpose of conducting a car show to benefit the “Wounded Warrior Project & Building Homes for Heroes”, to be held at Martha Clara Vineyards located at 6025 Sound Avenue, Riverhead, New York, on Saturday, May 26, 2012, having a rain date of Sunday, May 27, 2012, between hours of 9:00 a.m. and 4:00 p.m., is hereby approved; and be it further

RESOLVED, that the Town Board hereby waives the Chapter 90 Application fee

in connection with this event; and be it further

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

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

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

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to George Bartunek, Peconic Bay Region AACA, 21 Silver Beech Lane, 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 ABSENT Gabrielsen Yes No

Wooten Yes No Dunleavy Yes No

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 266

APPOINTS VOLUNTEER RECYCLING COORDINATOR

Supervisor Walter offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, the Town of Riverhead ("Town") developed a Draft Solid Waste Management Plan to guide the Town during a ten year period emphasizing conservation of material resources through sound waste handling and disposal practices and the protection of natural resources; and

WHEREAS, the Town submitted the draft plan and updates which it believes will achieve an estimated fifty six percent recycling rate to the New York State Department of Environmental Conservation (hereinafter referred to as "NYSDEC"); and

WHEREAS, the NYSDEC recommended that the Town designate an individual to act as Recycling Coordinator to develop public education and promotional tools; implement outreach strategies; establish, monitor, report and improve recycling programs; and

WHEREAS, as stated above and included in the Town's Solid Waste Management Plan, the Town seeks to expand its efforts to recover and reuse recyclable materials to protect and enhance the Town's physical environment, promote and health, safety of persons and property within the Town and the NYSDEC's recommendation is consistent with the Town's goals; and

WHEREAS, Councilwoman Giglio is the Town Board liaison to the Energy Committee, Solid Waste Advisory Committee and Sanitation Department and thus, fully familiar with the Town's generation of solid waste, solid waste practices and recycling goals and education of residents, commercial establishments and visitors with respect to the Town's efforts in this area; and

WHEREAS, Councilwoman Giglio has volunteered to dedicate the requisite time to develop public education and promotional tools; implement outreach strategies; establish, monitor, report and improve recycling programs; and

NOW THEREFORE BE IT RESOLVED, that effective immediately, the Town of Riverhead establish the position of a Volunteer Recycling Coordinator who will have primary responsibility for the development, coordination and implementation of activities necessary for recycling, including: developing public education and promotion tools,

implementing outreach strategies, establishing, monitoring and improving recyclables marketing, tracking and reporting, fostering inter-governmental coordination; and

BE IT FURTHER RESOLVED, that the Town Board appoints Councilwoman Giglio to serve in this volunteer position; and

BE IT FURTHER RESOLVED, that the Town Clerk be and is hereby directed to forward a certified copy of this resolution to Councilwoman Giglio; Cashin & Associates, 1200 Veterans Memorial Highway, Hauppauge, NY 11788; and Office of the Town Clerk; and

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

THE VOTE

Giglio ABSENT Gabrielsen Yes No

Wooten Yes No Dunleavy Yes No

Walter Yes No

The Resolution Was Thereupon Duly Declared TABLED

TABLED

04.03.12
120267

ADOPTED

TOWN OF RIVERHEAD

Resolution # 267

**AWARDS BID FOR WELL AND PUMP TESTING, EVALUATION
REPORTING AND INFORMATION MANAGEMENT
FOR THE RIVERHEAD WATER DISTRICT**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, the Town Clerk was authorized to publish and post a notice to bidders for Well and Pump Testing, Evaluation, Reporting and Information Management; and

WHEREAS, bids were received, opened and read aloud on the 26th^h day of March, at 11:00 a.m. at Town Hall, 200 Howell Avenue, Riverhead, New York 11901, the date, time and place given in the notice to bidders.

NOW, THEREFORE, BE IT

RESOLVED, that the bid for Well and Pump Testing, Evaluation, Reporting and Information Management be and is hereby awarded to Victor Elefante Technical Services per the attached bid; and be it further

RESOLVED, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to Victor Elefante Technical Services, 5 Monte Lane, Center Moriches, New York, 11934; 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 ABSENT Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No
The Resolution Was Thereupon Duly Declared Adopted

APPENDIX B

**BID PROPOSAL
RIVERHEAD WATER DISTRICT
WELL AND PUMP TESTING, EVALUATION, REPORTING
And INFORMATION MANAGEMENT**

ITEM 1 – Well & Pumps Testing, Evaluation, Reporting & Information Management

- I Full performance tests and reports on performance characteristics throughout full operating range and vibration analysis price per well on an "as needed" basis \$ 595.00

- II Periodic maintenance services and reports on performance under normal system condition with vibration testing per well on an "as needed" basis \$ 175.00

- III Maintain operational and historical information on off-site database and update District database per well on an "as needed" basis \$ 140.00

- *IV "Hands-on" during maintenance inspections or full test of wells and pumps; N.Y.S.D.O.H approved to provide "contact hours" to operators, who assist in maintenance inspections; on-site covering various wells and pumping equipment-related subjects per well on an "as needed" basis \$ 0

ITEM 2 - Inspection, Analysis & Reports on the Condition of Wells & Pumping Equipment

- I Includes regular maintenance with recommendations for most cost-effective repair of equipment; review and analysis of well performance and recommendations for correcting existing operational problems; well and pump maintenance management and oversight; assist in implementation of operation and equipment changes to assure success of program to maximize savings in power costs per well on an "as needed" basis.

Hourly rate based upon the assumption
Of 10 hrs per well \$ 1400.00

- *II "Hands-on" during maintenance inspections or full test of wells and pumps; N.Y.S.D.O.H approved to provide "contact hours" to operators, who assist in maintenance inspections; on-site covering various wells and pumping equipment-related subjects per well on an "as needed" basis. \$ 0

BID PROPOSAL (continued)

ITEM 3 - Power Cost Reduction Services

Power Cost Reduction Study, including site survey, system profile through collection and analysis of operational information per well on an "as needed" basis.

\$ 140.00 per hr.

TOTAL AMOUNT BID FOR ITEMS PER WELL:

TOTAL \$ 2450.00

***Attach certification and/or licences**

TOWN OF RIVERHEAD

Resolution # 268

**REJECTS BID AND AUTHORIZES TOWN CLERK TO
REPUBLISH AND POST NOTICE TO BIDDERS FOR
CORROSION CONTROL CHEMICAL (PO4)**

Councilman Gabrielsen offered the following resolution,

which was seconded by Supervisor Walter

WHEREAS, the Town Clerk was authorized to publish and post a notice to bidders for Corrosion Control Chemical (PO4); and

WHEREAS, bids were received, opened and read aloud on the 26rd day of March, 2012, at 11:05 a.m. at Town Hall, 200 Howell Avenue, Riverhead, New York 11901, the date, time and place given in the notice to bidders; and

WHEREAS, the bids were reviewed and found that it would be in the best interest of the Town of Riverhead to reject the bids and republish and repost the notice to bidders for Corrosion Control Chemical (PO4).

NOW, THEREFORE, BE IT

RESOLVED, that the Town Clerk be and is hereby authorized to republish and repost the attached Notice to Bidders for Corrosion Control Chemical (PO4) in the April 12, 2012, 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 certified copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Giglio ABSENT 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 **CORROSION CONTROL CHEMICAL (PO4)** for use by the **TOWN OF RIVERHEAD** will be received by the Town Clerk of the Town of Riverhead at Town Hall, 200 Howell Avenue, Riverhead, New York, 11901, until **11:00 a.m. on April 23, 2012.**

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

All bids are to be submitted in a sealed envelope bearing the designation **BID #2012-19-RWD – CORROSION CONTROL CHEMICAL (PO4) – RIVERHEAD WATER DISTRICT.** All bids must be submitted on the bid form provided in the bid document. Any and all exceptions to the Specifications must be listed on a separate sheet of paper, bearing the designation "**EXCEPTIONS TO THE SPECIFICATIONS**" and be attached to the bid form.

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

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

Diane M. Wilhelm, Town Clerk

04.03.12
120269

ADOPTED

TOWN OF RIVERHEAD

Resolution # 269

**AUTHORIZES EXECUTION OF WATER SERVICE AGREEMENT
WITH CASTLE COURT, LLC**

Supervisor Walter offered the following resolution,

which was seconded by Councilman Dunleavy

NOW, THEREFORE, BE IT RESOLVED, that the Town Supervisor be and is hereby authorized to execute the attached Water Service Agreement with Castle Court, LLC 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 ABSENT Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No
The Resolution Was Thereupon Duly Declared Adopted

WATER SERVICE AGREEMENT
RIVERHEAD WATER DISTRICT WITH CASTLE COURT, LLC

AGREEMENT, made this _____ day of April, 2012 between the Riverhead Water District (hereinafter referred to as "District") with offices at 200 Howell Avenue, Riverhead, NY and Castle Court, LLC (herinafter refered to as "Owner") with address of P.O. Box 534, Wading River, New York 11792.

WHEREAS, District agrees to supply water to Lot 1 on the approved subdivision map of Castle Court, LLC prepared by Young and Young Land Surveyors, most recently dated February 7, 2012 and described as set forth in the attached Exhibit A, under the following terms and conditions:

1. Owner consents to pay and shall pay the District district-wide tax as same shall be levied as though the premises were within the District. Owner consents to such assessment and tax.
2. Owner shall pay the current service installation fee and key money charge of District per residence.
3. Owner shall pay for metered water at prevailing District rates.
4. This agreement shall run with the land and be binding on the heirs, successors and assigns of Owner. Owner shall cause this agreement to be recorded with the Suffolk County Clerk and filed with the Riverhead Town Clerk and Riverhead Board of Assessors.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year above written.

TOWN OF RIVERHEAD
WATER DISTRICT

By: _____
Sean M. Walter, Town Supervisor
Town of Riverhead

CASTLE COURT, LLC

By: _____
Gerald T. Simone, Member

March 28, 2012

Castle Court, LLC
at Wading River, Town of Riverhead
Suffolk County, New York

Surveyor's Description - Lot 1, Subdivision, "Castle Court, LLC"

ALL that certain plot, piece or parcel of land with the buildings and improvements thereon erected, situate, lying and being at Wading River, Town of Riverhead, County of Suffolk and State of New York, known and designated as Lot 1, as shown on Subdivision Map, "Castle Court, LLC." to be filed in the Office of the Clerk of Suffolk County, more particularly bounded and described as follows:

BEGINNING at a point marked by a monument found at the southwesterly corner of Lot 54, Subdivision Map, "Map of Meadowcrest, Section 2" Suffolk County File No. 9832, said point being situate the following six (6) courses and distances as measured from the westerly terminus of the arc of a curve connecting the southerly side of Hidden Pond Path and the westerly side of Castle Court:

1. On the arc of a curve to the right having a radius of 40.00 feet for a distance of 52.75 feet along the westerly side of Castle Court,
2. On the arc of a curve to the left having a radius of 647.50 feet for a distance of 116.67 feet along the westerly side of Castle Court,
3. On the arc of a curve to the right having a radius of 40.00 feet for a distance of 30.99 feet along the westerly side of Castle Court,
4. On the arc of a curve to the left having a radius of 60.00 feet for a distance of 121.51 feet along the westerly side of Castle Court,
5. On the arc of a curve to the left having a radius of 647.50 feet for a distance of 157.50 feet along land now or formerly Town of Riverhead (For Highway Purposes),
6. North 85 deg. 22 min. 10 sec. West 235.19 feet along Lot 54, Subdivision Map, "Map of Meadowcrest, Section 2";

RUNNING thence from said point of beginning South 85 deg. 22 min. 10 sec. East along Lot 54, Subdivision Map, "Map of Meadowcrest, Section 2" and along land now or formerly Town of Riverhead (For Highway Purposes) 250.19 feet to Lot 2, Subdivision Map, "Castle Court, LLC.";

RUNNING thence along Lot 2, Subdivision Map, "Castle Court, LLC" the following two (2) courses and distances:

1. South 04 deg. 13 min. 20 sec. West 348.24 feet,
2. North 85 deg. 22 min. 10 sec. West 250.19 feet to Subdivision Map, "Meadowcrest Section 1", Suffolk County File No. 9537;

RUNNING thence North 04 deg. 13 min. 20 sec. East along Subdivision Map, "Meadowcrest Section 1" 348.24 feet to the monument found at the point or place of Beginning.

CONTAINING an area of 2.0000 Acres.

TOGETHER with a right of way for ingress, egress and installation of utilities over a parcel shown on Subdivision Map, "Castle Court, LLC" known and designated as land now or formerly Town of Riverhead (For Highway Purposes), bounded and described as follows:

BEGINNING at a point at the northeasterly corner of Lot 54, Subdivision Map, "Meadowcrest Section 2", said point being situate the following four (4) courses and distances as measured along the westerly side of Castle Court from the westerly terminus of the arc of a curve connecting the southerly side of Hidden Pond Path and the westerly side of Castle Court:

1. On the arc of a curve to the right having a radius of 40.00 feet for a distance of 52.75 feet,
2. On the arc of a curve to the left having a radius of 647.50 feet for a distance of 116.67 feet,
3. On the arc of a curve to the right having a radius of 40.00 feet for a distance of 30.99 feet,
4. On the arc of a curve to the left having a radius of 60.00 feet for a distance of 121.51 feet;

RUNNING thence from said point of beginning on the arc of a curve to the left having a radius of 60.00 feet along the turn-a-round of Castle Court for a distance of 57.19 feet to Lot 55, Subdivision Map, "Map of Meadowcrest Section 2";

RUNNING thence on the arc of a curve to the left having a radius of 592.50 feet along Lot 55, Subdivision Map, "Map of Meadowcrest Section 2" for a distance of 142.41 feet to Lot 2, Subdivision Map, "Castle Court, LLC";

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March 28, 2012

RUNNING thence North 85 deg. 22 min. 10 sec. West along Lot 2, Subdivision Map, "Castle Court, LLC" 40.00 feet to Lot 1, Subdivision Map, "Castle Court, LLC";

RUNNING thence North 85 deg. 22 min. 10 sec. West along Lot 1, Subdivision Map, "Castle Court, LLC" 15.00 feet to Lot 54, Subdivision Map, "Map of Meadowcrest Section 2";

RUNNING thence on the arc of a curve to the right having a radius of 647.50 feet along Lot 54, Subdivision Map, "Map of Meadowcrest Section 2" for a distance of 157.50 feet to the point or place of Beginning.

04.03.12
120270

ADOPTED

TOWN OF RIVERHEAD

Resolution # 270

**AUTHORIZES RELEASE OF NEW YORK STATE OFFICE OF PARKS,
RECREATION AND HISTORIC PRESERVATION GRANT**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Town Board, by Resolution #521 adopted on June 17, 2008, authorized the Community Development Department of the Town of Riverhead to make application to the State of New York for funding under the 2009-2010 Environmental Protection Fund Municipal Park Grant Program for the acquisition of fee title to 245 and 255 West Main Street, Riverhead NY (SCTM# 0600-128-03-Lots 50 and 51); and

WHEREAS, by letter dated May 15, 2009, the New York State Office of Parks, Recreation and Historic Preservation (OPRHP) notified the Town that the State awarded a matching grant of \$333,352.00 was awarded to the Town from the Environmental Protection Fund for purchase of 245 and 255 West Main Street, Riverhead NY(SCTM# 0600-128-03-Lots 50 and 51); and

WHEREAS, the Town attempted to negotiate with the owners of the subject parcels, (SCTM# 0600-128-03-Lots 50 and 51), without success; and

WHEREAS, the grant awarded to the Town by the New York Office of Parks and Historic Preservation will expire and leave the Town with a negative performance record with the agency; and

WHEREAS, the Suffolk County Historical Society seeks to purchase three properties, described as SCTM# 0600-128-03-047, 0600-128-03-048 and 0600-128-03-049, located immediately to the west of SCTM# 0600-128-03-Lots 50 and 51 and improve the existing structures for offices related to the Suffolk County Historical Society; and

WHEREAS, the New York Office of Parks and Historic Preservation has requested that the Town release the grant award back to the agency so that the Suffolk County Historical Society could make its own application for the grant funds to be applied to the purchase of the three adjacent parcels; and

NOW THEREFORE BE IT RESOLVED, that the Town Board hereby authorizes the Supervisor and/or the Community Development Department to file all necessary paperwork with New York Office of Parks and Historic Preservation to release the grant; and be it further

RESOLVED, that the Town Clerk shall send a copy of this resolution to Community Development 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 ABSENT Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No
The Resolution Was Thereupon Duly Declared Adopted

04.03.12
120271

ADOPTED

TOWN OF RIVERHEAD

Resolution # 271

PAYS BILLS

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

ABSTRACT #12-12 March 29, 2012 (TBM 4/3/12)				
FUND NAME			3/29/2012	GRAND TOTALS
GENERAL FUND	1		39,776.81	39,776.81
RECREATION PROGRAM FUND	6		2,138.56	2,138.56
HIGHWAY FUND	111		4,385.65	4,385.65
WATER DISTRICT	112		31,273.32	31,273.32
RIVERHEAD SEWER DISTRICT	114		4,238.41	4,238.41
REFUSE & GARBAGE COLLECTION DI	115		260.33	260.33
STREET LIGHTING DISTRICT	116		990.00	990.00
PUBLIC PARKING DISTRICT	117		17.02	17.02
BUSINESS IMPROVEMENT DISTRICT	118		49.95	49.95
AMBULANCE DISTRICT	120		400.76	400.76
CALVERTON SEWER DISTRICT	124		458.94	458.94
RIVERHEAD SCAVANGER WASTE DIST	128		1,584.53	1,584.53
MAIN STREET REHAB PROGRAM	177		170.29	170.29
TOWN HALL CAPITAL PROJECTS	406		75,499.50	75,499.50
RIVERHEAD SEWER CAPITAL PROJEC	414		82,388.36	82,388.36
CALVERTON SEWER CAPITAL PROJEC	424		915.63	915.63
TRUST & AGENCY	735		203,551.65	203,551.65
COMMUNITY PRESERVATION FUND	737		50,000.00	50,000.00
CALVERTON PARK - C.D.A.	914		1,765.00	1,765.00
TOTAL ALL FUNDS			499,864.71	499,864.71

THE VOTE

Giglio ABSENT Gabrielsen Yes No

Wooten Yes No Dunleavy Yes No

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

04.03.12
120271

ADOPTED

TOWN OF RIVERHEAD

Resolution # 271

PAYS BILLS

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

ABSTRACT #12-11 March 22, 2012 (TBM 4/3/12)				
FUND NAME			3/15/2012	GRAND TOTALS
GENERAL FUND	1		1,018,230.66	1,018,230.66
POLICE ATHLETIC LEAGUE	4		110	110
RECREATION PROGRAM FUND	6		6,549.82	6,549.82
CHILD CARE CENTER BUILDING FUN	9		51.37	51.37
ECONOMIC DEVELOPMENT ZONE FUND	30		129.99	129.99
HIGHWAY FUND	111		133,662.12	133,662.12
WATER DISTRICT	112		94,910.00	94,910.00
RIVERHEAD SEWER DISTRICT	114		49,959.98	49,959.98
REFUSE & GARBAGE COLLECTION DI	115		213,925.76	213,925.76
STREET LIGHTING DISTRICT	116		13,578.79	13,578.79
PUBLIC PARKING DISTRICT	117		2,657.38	2,657.38
BUSINESS IMPROVEMENT DISTRICT	118		1.60	1.60
AMBULANCE DISTRICT	120		12,055.20	12,055.20
CALVERTON SEWER DISTRICT	124		955.83	955.83
RIVERHEAD SCAVANGER WASTE DIST	128		17,191.35	17,191.35
WORKERS' COMPENSATION FUND	173		46,773.74	46,773.74
RISK RETENTION FUND	175		13,034.99	13,034.99
CDBG CONSORTIUM ACOUNT	181		674.37	674.37
TOWN HALL CAPITAL PROJECTS	406		2,996.50	2,996.50
LOCAL ST & HIGHWAY CAP PROJECT	451		50,366.81	50,366.81
TRUST & AGENCY	735		1,192,758.28	1,192,758.28
CALVERTON PARK - C.D.A.	914		582.36	582.36
TOTAL ALL FUNDS			2,871,156.90	2,871,156.90

THE VOTE

Giglio ABSENT Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No
The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 272

**202-b FINAL ORDER AUTHORIZING INCREASE AND IMPROVEMENTS
TO FACILITIES OF RIVERHEAD WATER DISTRICT
PROPOSED RTE. 105 TRANSMISSION MAIN**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, a recommendation has been made to the Town Board of the Town of Riverhead, Suffolk County, New York, as governing body of the Riverhead Water District, by H2M Group, consulting engineers to the Riverhead Water District, by letter dated February 23, 2012, that there is a need to improve the facilities of the district through the installation of approximately 3,200 linear feet of 12-inch transmission water main along Route 105 from Plant No. 17 to the existing high zone water main on Sound Avenue, and

WHEREAS, said letter outlines the improvements that need to be completed, which letter is on file with the Riverhead Town Clerk, and

WHEREAS, the maximum amount proposed to be expended for said improvements is \$329,000.00, with said funds to be paid from existing District funds, and

WHEREAS, it has been determined that this is an "unlisted action" under the State Environmental Quality Review Act, the implementation of which, as proposed, will not result in any significant environmental effects, and

WHEREAS, in accordance with Section 202-b of the Town Law, a public hearing was held on April 3, 2012, and all persons wishing to be heard were heard.

NOW THEREFORE BE IT RESOLVED, upon the proceedings, plans and specifications, and the public hearing, the Town Board of the Town of Riverhead, as governing body of the Riverhead Water District hereby determines as follows:

RESOLVED, that the improvements to the Riverhead Water District as described in the preambles hereof will not have a significant impact upon the environment, and be it further

RESOLVED, that improvements as set forth above are in the best interest of the properties served by the Riverhead Water District, and be it further

RESOLVED, that the maximum amount to be expended for said improvements is \$329,000.00, with said funds to be paid from existing District funds, 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 ABSENT Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

On a motion by Councilman Gabrielsen, seconded by Councilman Dunleavy, resolution #272 was TAKEN OFF THE FLOOR

THE VOTE:

YES – 4 Gabrielsen, yes; Wooten, yes; Dunleavy, yes; Walter, yes
NO – 0

Immediately thereafter, on a motion by Councilman Gabrielsen, seconded by Councilman Dunleavy resolution #272 was ADOPTED

THE VOTE

YES – 4
NO - 0

TOWN OF RIVERHEAD

Resolution # 273

AUTHORIZES TOWN CLERK TO ADVERTISE FOR BIDS
PROJECT NO: RDWD 12-51,
Installation of Water Transmission Mains
County Route 105, Riverhead
RIVERHEAD WATER DISTRICT

Supervisor Walter offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, plans and specifications have been prepared by H2M, consulting engineers to the Riverhead Water District, regarding installation of water mains, County Route 105, Riverhead, of the Riverhead Water District.

NOW THEREFORE BE IT RESOLVED, that the Town Clerk be and is hereby authorized to publish and post the attached Notice to Bidders in the April 12, 2012 edition of The News Review, with regard to receiving bids for the installation of water mains at County Route 105, Riverhead, of the Riverhead Water District, and be it further

RESOLVED, that the Town Clerk shall publicly open and read aloud the submitted bids on the date as advertised in the Notice to Bidders; 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 ABSENT Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

On a motion by Councilman Gabrielsen, seconded by Councilman Dunleavy, resolution #273 was TAKEN OFF THE FLOOR

THE VOTE:

YES – 4 Gabrielsen, yes; Wooten, yes; Dunleavy, yes; Walter, yes

NO – 0

Immediately thereafter, on a motion by Councilman Gabrielsen, seconded by Councilman Dunleavy resolution #273 was ADOPTED

THE VOTE

YES – 4

NO - 0

NOTICE TO BIDDERS

The Town Board of Riverhead will receive bids for the "*Installation of Water Transmission Mains - County Route 105, Riverhead*" for the Riverhead Water District at the Town Clerk's office, Town Hall, 200 Howell Avenue, Riverhead, New York 11901, until 11:00 A.M., on Thursday, April 26, 2012 at which time and place all bids will be publicly opened and read aloud for:

**PROJECT NO.: RDWD 12-51,
Installation of Water Transmisslon Mains
County Route 105, Riverhead**

Plans and specifications may be examined on or after *Tuesday, April 17, 2012* at the Office of the Town Clerk between the hours of 8:30 A.M. and 4:30 P.M. weekdays, except holidays or by visiting the Town of Riverhead website: www.riverheadli.com and click on "Bid Requests". Plans and specifications are available in electronic format only from the aforementioned website.

Each proposal must be accompanied by a bid bond in the amount of five percent (5%) of the total bid, or a certified check made payable to the TOWN OF RIVERHEAD as assurance that the bid is made in good faith.

The right is reserved to reject any or all bids, to waive any informality, and to accept the lowest responsible bid.

**BY ORDER OF THE TOWN BOARD
TOWN OF RIVERHEAD
SUFFOLK COUNTY, NEW YORK**

**ACTING AS THE GOVERNING BODY
OF THE RIVERHEAD WATER DISTRICT**

TOWN CLERK, TOWN OF RIVERHEAD

DATED: April 12, 2012

03.20.12 TABLED
04.03.12 UNTABLED
04.03.12 WITHDRAWN

03.20.12
120240

TOWN OF RIVERHEAD

Resolution # 240

AUTHORIZES PUBLICATION OF HELP WANTED ADVERTISEMENT FOR TOWN BUILDING AND PLANNING ADMINISTRATOR

Councilman Dunleavy offered the following resolution,

which was seconded by Councilwoman Giglio

BE IT RESOLVED, that the Town Clerk is hereby authorized to publish the attached Help Wanted Advertisement for Town Building and Planning Administrator in the March 29, 2012 issue of the News Review, the April 1, 2012 issues of the New York Times and Newsday along with an internet job posting on Monster.com, govtjob.net and govtjobs.com;

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 TABLED

04.03.12

On a motion by Councilman Dunleavy, seconded by Councilman Gabrielsen resolution #240 was TABLED

THE VOTE:

YES – 4 Gabrielsen, yes; Wooten, yes; Dunleavy, yes; Walter, yes
NO – 0

Immediately thereafter on a motion by Councilman Dunleavy, seconded by Councilman Gabrielsen resolution #240 was WITHDRAWN

THE VOTE:

YES – 4 Gabrielsen, yes; Wooten, yes; Dunleavy, yes; Walter, yes
NO – 0

ADVERTISEMENT TO BE PLACED IN NEWS REVIEW

TOWN BUILDING AND PLANNING ADMINISTRATOR

Bachelor's Degree from federal or state accredited institution in Architecture, Engineering, Planning, Geography, Urban Studies, or Public Administration and six years of experience in regional or environmental planning and building, including at least three years of administrative and/or supervisory responsibility, and possession of a certification issued by the American Institute of Certified Planners, or a Professional Engineer's license or Professional Architect's license issued by the State of New York; or graduation from federal or state accredited college with a Master's Degree in one of the above areas and four years of experience in regional or environmental planning and building, including at least three years of administrative and/or supervisory responsibility, and possession of a certification issued by the American Institute of Certified Planners, or a Professional Engineer's license or Professional Architect's license issued by the State of New York.

Duties and responsibilities include oversight of the activities and efforts of a Town's Building and Planning divisions, including the Planning Board and Zoning Board of Appeals; oversight of a variety of planning and building issues including subdivisions, site plans, environmental review, general code amendments, rezoning, use permitting, design review, variances, permit issuance, inspections, and enforcement of the code; and supervision is exercised over professional, technical, and clerical staff.

Resumes Due: April 26, 2012

Town of Riverhead-Office of the Supervisor
200 Howell Avenue, Riverhead, NY 11901

ADVERTISEMENT TO BE PLACED IN THE NEW YORK TIMES AND NEWSDAY

TOWN OF RIVERHAD BUILDING AND PLANNING ADMINISTRATOR

Please go to www.riverheadli.com for qualifications, duties and responsibilities.

Resumes Due: April 26, 2012

Town of Riverhead-Office of the Supervisor
200 Howell Avenue, Riverhead, NY 11901

INTERNET POSTING

TOWN BUILDING AND PLANNING ADMINISTRATOR

The Town of Riverhead located in Riverhead, NY is seeking an individual to: oversee activities of Town Building and Planning divisions; review and analyze development applications; ensures conformance with town planning and building laws, ordinances, regulations, and policies, including special conditions, covenants and restrictions assigned to projects by the Planning Board and/or Town Board; manage and participates in the environmental review process, including formulating recommendations, negative declarations, and environmental impact reports; prepares and administer annual budgets for Planning and Building divisions; provides professional planning and building assistance to the Town Board, Planning Board, and committees, and attend/participate in public meetings, workshops and negotiations. Individual must have comprehensive knowledge of the principles, practices, methods and techniques of community, regional, and environmental planning; knowledge of provisions of the Federal, State, and local laws, codes, rules, and regulations affecting the operation of the divisions; ability to read and interpret plans and specifications; ability to make inspections and ascertain facts through investigations and analysis of evidence; ability to supervise the work of technical and clerical employees in a manner conducive to full performance and high morale; ability to express oneself clearly and concisely, both orally and in writing; ability to keep accurate and complete records; ability to prepare and submit comprehensive reports; physical condition commensurate to the demands of the position.

Bachelor's Degree from federal or state accredited institution in Architecture, Engineering, Planning, Geography, Urban Studies, or Public Administration and six years of experience in regional or environmental planning and building, including at least three years of administrative and/or supervisory responsibility, and possession of a certification issued by the American Institute of Certified Planners, or a Professional Engineer's license or Professional Architect's license issued by the State of New York; or graduation from federal or state accredited college with a Master's Degree in one of the above areas and four years of experience in regional or environmental planning and building, including at least three years of administrative and/or supervisory responsibility, and possession of a certification issued by the American Institute of Certified Planners, or a Professional Engineer's license or Professional Architect's license issued by the State of New York.

Resumes Due: April 26, 2012
TOWN OF RIVERHEAD
OFFICE OF THE SUPERVISOR
200 HOWELL AVENUE
RIVERHEAD, NY 11901