

SPECIAL TOWN BOARD MEETING MAY 24, 2007

RESOLUTIONS:

- #494 RATIFIES SUPERVISOR'S SIGNATURE ON ADOPTION AGREEMENT OF DOG #64
- #495 RATIFIES AUTHORIZATION OF TOWN CLERK TO POST AND PUBLISH PUBLIC NOTICE FOR PUBLIC HEARING REGARDING A LOCAL LAW TO AMEND CHAPTER 52 ENTITLED, "BUILDING CONSTRUCTION" OF THE RIVERHEAD TOWN CODE.
- #496 REPAYMENT OF RESIDENTIAL PROPERTY OWNERS TAXES IN THE B.I.D. BUDGET ADJUSTMENT.
- #497 AUTHORIZES SUBMISSION OF A GRANT APPLICATION FOR THE U.S. DEPARTMENT OF AGRICULTURE RURAL HOUSING SERVICE FOR SECTION 533 HOUSING PRESERVATION GRANT FUNDS TO SUPPORT THE TOWN OF RIVERHEAD HOME IMPROVEMENT PROGRAM AND AUTHORIZES THE TOWN SUPERVISOR TO EXECUTE THE GRANT IF AWARDED.
- #498 AUTHORIZES PUBLICATION OF NOTICE ANNOUNCING AVAILABILITY FOR PUBLIC REVIEW OF A STATEMENT OF ACTIVITIES FOR THE TOWN OF RIVERHEAD HOME IMPROVEMENT PROGRAM.
- #499 AUTHORIZES TOWN SUPERVISOR TO EXECUTE CHANGE ORDER NO.1 FOR RECREATION MODULAR OFFICE BUILDING.
- #500 AWARDS BID FOR ANNUAL ASPHALT AND DRAINAGE CONTRACT.
- #501 AWARDS BID FOR STREET LIGHT AND TRAFFIC SIGNAL MAINTENANCE REPAIR PARTS.
- #502 APPOINTS A DEPUTY BUILDING INSPECTOR.
- #503 TOWN HALL BASEMENT STORAGE AREA BUDGET ADJUSTMENT,
- #504 RECREATION MODULAR OFFICE BUILDING BUDGET ADJUSTMENT.

SPECIAL BOARD MEETING MAY 24, 2007

- #505 PLANT IMPROVEMENTS BELT FILTER PRESS BUDGET ADOPTION.
- #506 ACCEPTS 100% SECURITY OF EAST END VINEYARDS LLC  
(CERTIFICATE OF DEPOSIT).
- #507 APPOINTS STUDENT INTERNS TO THE ACCOUNTING DEPARTMENT.
- #508 APPOINTS PUMPOUT BOAT OPERATOR IN THE POLICE DEPARTMENT.
- #509 APPROVES TRANSFER OF PUBLIC SAFETY DISPATCHER.
- #510 RATIFIES THE APPOINTMENT OF A LAW INTERN TO THE TOWN  
ATTORNEY'S OFFICE.
- #511 AUTHORIZES THE TOWN CLERK TO ADVERTISE FOR BIDS ON A TAG-  
A-LONG TRAILER.
- #512 AUTHORIZES THE RETENTION OF THE LAW FIRM OF JASPAN  
SCHLESINGER HOFFMAN LLP AS SPECIAL COUNCIL
- #513 RATIFIES THE AUTHORIZATION FOR THE SUPERVISOR TO EXECUTE  
A DWI ENFORCEMENT AGREEMENT BETWEEN THE COUNTY OF  
SUFFOLK AND THE TOWN OF RIVERHEAD (STOP-DWI PROGRAM)
- ~~#514 APPROVES TRANSFER OF PERSONNEL~~

5/24/07

Adopted

TOWN OF RIVERHEAD

Resolution # 494

RATIFIES SUPERVISOR'S SIGNATURE ON ADOPTION AGREEMENT OF DOG #64

COUNCILMAN BARTUNEK

\_\_\_\_\_ offered the following resolution, was seconded by

COUNCILMAN DUNLEAVY

WHEREAS, A pit bull known as dog #64, which was owned by the Town of Riverhead has been adopted by Connie and Rex Farr as per the attached agreement.

NOW THEREFORE BE IT HEREBY RESOLVED, the Town Board of the Town of Riverhead authorized the Supervisor to execute the attached agreement between the Town of Riverhead and Connie and Rex Farr; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a certified copy of this resolution to Connie and Rex Farr residing at 156 Youngs Avenue, Calverton, NY 11933 to and send notification to the Office of the Town Attorney and the Office of Accounting.

DUNLEAVY  YES \_\_\_ NO    BARTUNEK  YES \_\_\_ NO

BLASS  YES \_\_\_ NO    DENSIESKI \_\_\_ YES  NO

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

THIS RESOLUTION  IS \_\_\_ IS NOT  
DECLARED DULY ADOPTED

## ADOPTION AGREEMENT

Agreement made this 23<sup>rd</sup> day of May, 2007 by and between the Town of Riverhead with office located at 200 Howell Avenue, Riverhead New York and by Rex Farr and Connie Farr, residing at 156 Youngs Avenue, Riverhead, NY.

1. Rex and Connie Farr wish to adopt a Pit Bull dog named "Sweetie" also known as dog #64 presently owned by the Town of Riverhead. Rex Farr and Connie Farr have been fully apprised of the aggressive tendencies of this animal. Specifically, Rex and Connie Farr understand that "Sweetie" has bitten other animals and humans in the past causing serious injuries. In addition, Rex and Connie Farr understand that the Town of Riverhead animal control officer together with Nora Kleps, DVM have concluded that this animal shows aggression towards other animals and that it is not suitable for adoption. A copy of this evaluation is annexed as Exhibit A.
2. Understanding, recognizing and acknowledging that this dog has serious aggressive tendencies which could result in serious injury or death to humans or other animals, and in consideration for being permitted to adopt the subject animal, Rex Farr and Connie Farr agree to indemnify and hold harmless the Town of Riverhead, its employees, agents, contractors and elected or appointed officials from any and all damage, injury or harm caused by this animal no matter what the cause or incident from which the damage arises from this date forward, including any attorneys fees incurred by the Town its employees, agents, contractor and elected or appointed officials on account of defending any action, proceeding or other matter relating to the subject animal.
3. Rex and Connie Farr further agree to assume all financial responsibility for this animal from this date forward to the date of the animal's demise.
4. Rex and Connie Farr agree that immediately upon receiving possession of the animal they shall deliver the animal directly to Silver Streak kennels located at 129 Bourne Rd Morris, NY 13808 607-263-2007 for lifetime boarding. Rex and Connie Farr further agree to provide a copy of this agreement to Silver Streak kennels upon delivery of the dog to aforementioned location. Prior to relinquishing possession of said animal to Silver Streak kennels, Rex and Connie Farr shall enter into an written agreement whereby Silver Streak kennels shall agree never to allow the subject animal to come into contact with other animals and that said animal shall never be permitted to be adopted, given, gifted or otherwise permitted to be cared for by anyone other than Silver Streak kennels. Further, the agreement shall state that Silver Streak kennels shall not permit the animal to come into contact with any member of the public without being muzzled and leashed or otherwise contained in a proper dog crate or other suitable containment device.
5. Connie Farr agrees that she will personally transport the subject animal to Silver Streak kennels immediately upon pick up from the Town of Riverhead Animal Shelter. Rex and Connie Farr agrees to transport this dog in a suitable crate or containment apparatus and that said animal shall not be permitted to come into contact with any

human or animal during said transport other than Rex Farr or Linda Mosca and Connie Farr and the employees or owners of Silver Streak kennel. Rex and Connie Farr agree that during the transportation of the animal from the Riverhead Animal Shelter to Silver Streak kennel said animal shall be muzzled and leashed at all times when not crated or otherwise contained in a proper dog containment device as set forth herein.

6. Upon delivery of the subject animal to Silver Streak kennels, upon delivery of the animal to Silver Streak kennel Rex and Connie Farr shall cause Silver Streak kennel to confirm in writing to the Town of Riverhead via facsimile (631) 727-6152 that the animal has been delivered to them and that they agreed upon the terms and conditions set forth herein as to the boarding of the animal. Further, Rex and Connie shall have a copy of this agreement signed by the owner of Silver Streak kennels which signed copy shall be delivered to the Town within 5 days of the delivery of the animal as described herein via facsimile (631) 727-6152.

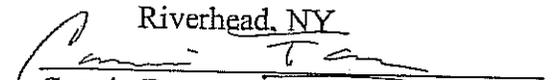
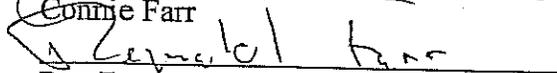
7. Should Rex and Connie Farr be unable to transport the animal as set forth herein or to obtain an agreement from Silver Streak kennels as set forth in paragraph 4 above, Rex and Connie far shall immediately return the animal to the Town of Riverhead animal shelter. Under no circumstances shall Rex and Connie Farr maintain possession of said animal for purposes other than transporting the animal to Silver Streak kennels.

8. Rex and Connie Farr agree, recognize and understand that permission to adopt the subject dog shall not be construed in any way as being "past practice" of or by the Town. Rex and Connie Farr recognize, acknowledge and agree that the Town's handling of any other animals now and in the future is solely within the authority of the Town of Riverhead to be handled in accordance with any applicable laws, rules or regulations.

9. This agreement represents the entire agreement of the parties all prior conversations, agreements or discussions having been merged and incorporated herein. This agreement may not be modified except in writing authorized by resolution of the Town Board. It is agreed and understood that no oral agreement, conversation, or understanding between Connie Farr, Rex Farr and the Town, its departments, officers, agents, employees or elected officials shall effect or modify any of the terms or obligations of this Agreement.

Dated: May 23, 2007

Riverhead, NY

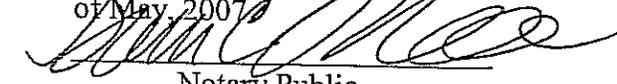
  
\_\_\_\_\_  
Connie Farr  
  
\_\_\_\_\_  
Rex Farr

  
\_\_\_\_\_  
Supervisor

Sworn to before me this <sup>23<sup>rd</sup></sup> day of

May, 2007  
  
\_\_\_\_\_  
Notary Public

Sworn to before me this <sup>23<sup>rd</sup></sup> day of

May, 2007  
  
\_\_\_\_\_  
Notary Public

DAWN C. THOMAS  
Notary Public State of New York  
No 02-H49763-3  
Qualified in Suffolk County  
Commission Expires May 26, 2008



TOWN OF RIVERHEAD ANIMAL CONTROL  
 200 HOWELL AVENUE, RIVERHEAD, NY 11901  
 Shelter: 369-6189, Emergency: 727-4500, Town Hall: 727-3200

EUTHANASIA FORM

=====

ANIMAL CONTROL OFFICER

It is my expert opinion that animal log # 64, description, Shepherd/Pitbull mix ♀  
 name Sweetie, should be euthanized based on my following observations:

\* Due to the length of time we have had this dog in the Riverhead Town shelter, there is not enough space on this form for me to write my evaluation - SEE ATTACHED Evaluation

Louis Coronese ACO II  
 SIGNATURE

Louis Coronese ACO II  
 PRINT NAME AND TITLE

DATE 5-7-07

=====

DOCTOR OF VETERINARIAN MEDICINE FOR THE TOWN OF RIVERHEAD

I agree disagree with the above Animal Control Officer decision to euthanize said animal log # 64, description Shepherd Pitmix, name Sweetie based on my following observations: I have reviewed all documentation presented by Animal Control officer (volunteers' log + Lou Coronese's observation + notes). The animal showed unbridled + focused aggression towards two ~~small~~ animals (a cat + a small dog) at our clinic. Sweetie did not respond to efforts to desist in her behaviour: raised hackles, dilated pupils, fixed stare, growling + lunging; she became immediately aggressive towards both animals.

[Signature]  
 SIGNATURE

Nora Kleps DVM  
 PRINT NAME AND TITLE

DATE May 7, 2007

=====

BEHAVIORIST FOR THE TOWN OF RIVERHEAD

I agree \_\_\_ disagree \_\_\_ with the above Animal Control Officer and Doctor of Veterinarian Medicine concerning animal log # \_\_\_\_\_, description \_\_\_\_\_, name \_\_\_\_\_, I suggest the following based on my following observations:

Rehabilitation: \_\_\_\_\_

SIGNATURE

PRINT NAME AND TITLE

DATE \_\_\_\_\_

TO BE FILED IN:  
 THE OFFICE OF THE TOWN CLERK  
 200 HOWELL AVENUE  
 RIVERHEAD, NY 11901

RELEASE, HOLD HARMLESS AND INDEMNIFICATION

I, Don Voight, residing at \_\_\_\_\_, New York, wish to adopt a Pit Bull dog named "Sweetie" also known as dog #64 presently owned by the Town of Riverhead and in possession of the Town of Riverhead Animal Shelter. I have knowledge of the aggressive tendencies of this animal. Specifically, I have knowledge that "Sweetie" has bitten other animals and humans in the past causing serious injuries. In addition, I have been made aware that a Town of Riverhead Animal Control Officer, together with Nora Kleps, DVM have concluded that this animal shows aggression towards other animals and that it is not suitable for adoption. A copy of this evaluation is annexed as Exhibit A.

I, Don Voight, understand, recognize and acknowledge that the dog identified above has serious aggressive tendencies which could result in serious injury or death to humans or other animals. Despite my knowledge of the vicious propensities of dog #64, aka "Sweetie", I have requested that the Town of Riverhead release the dog to Connie and Rex Farr for the purpose of surrendering ownership of the dog to me and ultimately possession of the dog to Silver Streak Kennels.

I, Don Voight, acknowledge that Rex and Connie Farr, executed an agreement with the Town of Riverhead for the release of dog #64, aka "Sweetie" for the purpose of transferring ownership of the dog to me and hereby express my agreement to all terms and conditions of said agreement including the provisions which recite that the animal shall never be permitted to be adopted, given, gifted or otherwise permitted to be cared for by anyone other than Silver Streak kennels and its employees; the animal shall not be permitted to come into contact with any member of the public or other animals without being muzzled and leashed or otherwise contained in a proper dog crate or other suitable containment device; upon delivery of the subject animal to me and/or Silver Streak Kennels, Connie Farr and/or I shall immediately confirm in writing to the Town of Riverhead via facsimile (631) 727-6152 that the animal has been delivered to me or Silver Streak Kennels. I shall also immediately execute this agreement and forward the original to the Town of Riverhead at 200 Howell Avenue, Riverhead, NY 11901. I shall make application for a license for the animal in my name as set forth under the provisions of the NYS Agriculture and Markets Law as soon as possible but no more than 30 days from delivery of the dog. Upon receipt of said license, I shall transmit a copy thereof via facsimile to the Town of Riverhead (631) 727-6152.

I, Don Voight, release, waive, and agree to hold harmless the Town of Riverhead, its officers, employees, agents or representatives from any and all liability related to the release of a Pit Bull, identified as #64 and otherwise known as "Sweetie" currently in the possession of the Town of Riverhead Animal Shelter.

I, Don Voight, release, waive, and agree to hold harmless the Town of Riverhead, its officers, employees, agents or representatives from any and all liability and for all loss or damage and any claims or demands therefore on account of injury or death to any individual, including Connie Farr, Rex Farr and Don Voight, Silver Streak Kennels and

Received a copy to  
below C Farr

its officers, employees, agents or representatives, and injury or death to any animal whether caused by the negligence or intentional conduct of Connie Farr, Rex Farr, Don Voight, Silver Streak Kennels and its officers, employees, agents or representatives, or others related but not limited to the release, transport, delivery, harboring, placement, handling of said dog.

I, Don Voight agree to indemnify and hold harmless the Town of Riverhead, its employees, agents, contractors and elected or appointed officials from any and all damage, injury, claim or harm caused by the release of this animal to the custody of Rex Farr, Connie Farr, Silver Streak Kennels or myself from this date forward, including any attorneys fees incurred by the Town its employees, agents, contractor and elected or appointed officials on account of defending any action, proceeding or other matter relating to the subject animal.

I, Don Voight, agree to indemnify and hold harmless the Town of Riverhead, its employees, agents, contractors and elected or appointed officials from any and all damage, injury, claim or harm caused by this animal no matter what the cause or incident from which the damage arises from this date forward, including any attorneys fees incurred by the Town its employees, agents, contractor and elected or appointed officials on account of defending any action, proceeding or other matter relating to the subject animal.

I, Don Voight, agree to assume all financial responsibility for this animal from this date forward to the date of the animal's demise.

I, Don Voight have read the foregoing and understand it and its implications completely. I represent that I am not under the influence of any drug or medication which would impair my ability to understand the implications of signing the adoption agreement or this release. I have not been coerced in any way into signing either the adoption agreement or this release. I acknowledge that the Town has given me an opportunity to review the agreements with my attorney and that the Town has agreed to await my attorney's response prior to my execution of the agreement. I have determined not to consult my attorney regarding this agreement and to go forward and execute them without receiving his/her advice and without negotiating the terms hereof. Based upon my foregoing representations, I specifically waive any claim I have or may have that the agreement is unconscionable and any claim or claims I may have concerning the validity of this agreement as not being a "bargained for exchange".

Dated: May 22, 2007  
Riverhead, NY

\_\_\_\_\_  
Don Voight  
Sworn to before me this \_\_\_\_ day of May, 2007

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

## RELEASE, HOLD HARMLESS AND INDEMNIFICATION

I, Connie Farr, residing at 156 Youngs Avenue, Riverhead, New York, 11901, wish to adopt a Pit Bull dog named "Sweetie" also known as dog #64 presently owned by the Town of Riverhead and in possession of the Town of Riverhead Animal Shelter. I have knowledge of the aggressive tendencies of this animal. Specifically, I have knowledge that "Sweetie" has bitten other animals and humans in the past causing serious injuries. In addition, I have been made aware that a Town of Riverhead Animal Control Officer, together with Nora Kleps, DVM have concluded that this animal shows aggression towards other animals and that it is not suitable for adoption. A copy of this evaluation is annexed as Exhibit A.

I, Connie Farr, understand, recognize and acknowledge that the dog identified above has serious aggressive tendencies which could result in serious injury or death to humans or other animals. Despite my knowledge of the vicious propensities of dog #64, aka "Sweetie", I have requested that the Town of Riverhead release the dog to me and/or Rex Farr for the purpose of surrendering possession of the dog to Silver Streak Kennels.

I, Connie Farr, executed an agreement with the Town of Riverhead for the release of dog #64, aka "Sweetie" and adopt herein all the terms and conditions of said agreement including the provisions which recite that I agree that said animal shall never be permitted to be adopted, given, gifted or otherwise permitted to be cared for by anyone other than Silver Streak kennels and its employees; the animal shall not be permitted to come into contact with any member of the public or other animals without being muzzled and leashed or otherwise contained in a proper dog crate or other suitable containment device; upon delivery of the subject animal to Silver Streak Kennels Connie Farr or Linda Mosca shall immediately confirm in writing to the Town of Riverhead via facsimile (631) 727-6152 that the animal has been delivered to Silver Streak Kennels. Silver Streak Kennels shall, as soon as possible following receipt of the animal, obtain a license for the animal in his name pursuant to NYS Agriculture and Markets Law. Upon receipt of said license, Silver Streak Kennels shall transmit a copy thereof via facsimile to the Town of Riverhead (631) 727-6152.

I, Connie Farr, release, waive, and agree to hold harmless the Town of Riverhead, its officers, employees, agents or representatives from any and all liability related to the release of a Pit Bull, identified as #64 and otherwise known as "Sweetie" currently in the possession of the Town of Riverhead Animal Shelter.

I, Connie Farr, release, waive, and agree to hold harmless the Town of Riverhead, its officers, employees, agents or representatives from any and all liability and for all loss or damage and any claims or demands therefore on account of injury or death to any individual, including Connie Farr, Rex Farr and Linda Mosca, Silver Streak Kennels and its officers, employees, agents or representatives, and injury or death to any animal whether caused by the negligence or intentional conduct of Connie Farr, Rex Farr and Linda Mosca, Silver Streak Kennels and its officers, employees, agents or

representatives, or others related but not limited to the release, transport, delivery, harboring, placement, handling of said dog.

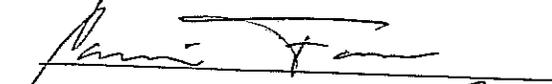
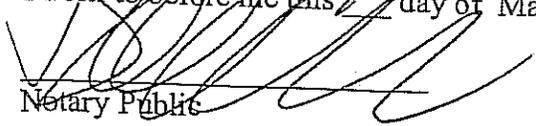
I, Connie Farr agree to indemnify and hold harmless the Town of Riverhead, its employees, agents, contractors and elected or appointed officials from any and all damage, injury, claim or harm caused by the release of this animal to the custody of Connie Farr, Rex Farr, Linda Mosca or Silver Streak Kennels from this date forward, including any attorneys fees incurred by the Town its employees, agents, contractor and elected or appointed officials on account of defending any action, proceeding or other matter relating to the subject animal.

I, Connie Farr agree to indemnify and hold harmless the Town of Riverhead, its employees, agents, contractors and elected or appointed officials from any and all damage, injury, claim or harm caused by this animal no matter what the cause or incident from which the damage arises from this date forward, including any attorneys fees incurred by the Town its employees, agents, contractor and elected or appointed officials on account of defending any action, proceeding or other matter relating to the subject animal.

I, Connie Farr agree to assume all financial responsibility for this animal from this date forward to the date of the animal's demise.

I, Connie Farr have read the foregoing and understand it and its implications completely. I represent that I am not under the influence of any drug or medication which would impair my ability to understand the implications of signing the adoption agreement or this release. I have not been coerced in any way into signing either the adoption agreement or this release. I acknowledge that the Town has given me an opportunity to review the agreements with my attorney and that the Town has agreed to await my attorney's response prior to my execution of the agreement. I have determined not to consult my attorney regarding this agreement and to go forward and execute them without receiving his/her advice and without negotiating the terms hereof. Based upon my foregoing representations, I specifically waive any claim I have or may have that the agreement is unconscionable and any claim or claims I may have concerning the validity of this agreement as not being a "bargained for exchange".

Dated: May 22, 2007  
Riverhead, NY

  
\_\_\_\_\_  
Connie Farr  
Sworn to before me this 23 day of May, 2007  
  
\_\_\_\_\_  
Notary Public

DAWN C. THOMAS  
Notary Public State of New York  
No 02-149763-3  
Qualified in Suffolk County  
Commission Expires May 26 2010

## RELEASE, HOLD HARMLESS AND INDEMNIFICATION

I, Rex Farr, residing at 156 Youngs Avenue, Riverhead, New York, 11901, wish to adopt a Pit Bull dog named "Sweetie" also known as dog #64 presently owned by the Town of Riverhead and in possession of the Town of Riverhead Animal Shelter. I have knowledge of the aggressive tendencies of this animal. Specifically, I have knowledge that "Sweetie" has bitten other animals and humans in the past causing serious injuries. In addition, I have been made aware that a Town of Riverhead Animal Control Officer, together with Nora Kleps, DVM have concluded that this animal shows aggression towards other animals and that it is not suitable for adoption. A copy of this evaluation is annexed as Exhibit A.

I, Rex Farr, understand, recognize and acknowledge that the dog identified above has serious aggressive tendencies which could result in serious injury or death to humans or other animals. Despite my knowledge of the vicious propensities of dog #64, aka "Sweetie", I have requested that the Town of Riverhead release the dog to me and/or Connie Farr for the purpose of surrendering possession of the dog to Silver Streak Kennels.

I, Rex Farr, executed an agreement with the Town of Riverhead for the release of dog #64, aka "Sweetie" and adopt herein all the terms and conditions of said agreement including the provisions which recite that I agree that said animal shall never be permitted to be adopted, given, gifted or otherwise permitted to be cared for by anyone other than Silver Streak kennels and its employees; the animal shall not be permitted to come into contact with any member of the public or other animals without being muzzled and leashed or otherwise contained in a proper dog crate or other suitable containment device; upon delivery of the subject animal to Silver Streak Kennels, Connie Farr and/or Linda Mosca shall immediately confirm in writing to the Town of Riverhead via facsimile (631) 727-6152 that the animal has been delivered to Silver Streak Kennels. Silver Streak Kennels shall, as soon as possible following receipt of the animal, obtain a license for the animal in his name pursuant to NYS Agriculture and Markets Law. Upon receipt of said license, Silver Streak Kennels shall transmit a copy thereof via facsimile to the Town of Riverhead (631) 727-6152.

I, Rex Farr, release, waive, and agree to hold harmless the Town of Riverhead, its officers, employees, agents or representatives from any and all liability related to the release of a Pit Bull, identified as #64 and otherwise known as "Sweetie" currently in the possession of the Town of Riverhead Animal Shelter.

I, Rex Farr, release, waive, and agree to hold harmless the Town of Riverhead, its officers, employees, agents or representatives from any and all liability and for all loss or damage and any claims or demands therefore on account of injury or death to any individual, including Rex Farr, Connie Farr and Linda Mosca, Silver Streak Kennels and its officers, employees, agents or representatives, and injury or death to any animal whether caused by the negligence or intentional conduct of Rex Farr, Connie Farr and

Linda Mosca, Silver Streak Kennels and its officers, employees, agents or representatives, or others related but not limited to the release, transport, delivery, harboring, placement, handling of said dog.

I, Rex Farr agree to indemnify and hold harmless the Town of Riverhead, its employees, agents, contractors and elected or appointed officials from any and all damage, injury, claim or harm caused by the release of this animal to the custody of Rex Farr, Connie Farr, Linda Mosca or Silver Streak Kennels from this date forward, including any attorneys fees incurred by the Town its employees, agents, contractor and elected or appointed officials on account of defending any action, proceeding or other matter relating to the subject animal.

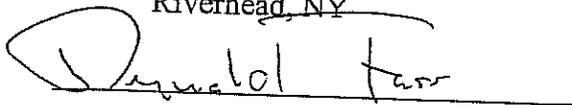
I, Rex Farr agree to indemnify and hold harmless the Town of Riverhead, its employees, agents, contractors and elected or appointed officials from any and all damage, injury, claim or harm caused by this animal no matter what the cause or incident from which the damage arises from this date forward, including any attorneys fees incurred by the Town its employees, agents, contractor and elected or appointed officials on account of defending any action, proceeding or other matter relating to the subject animal.

I, Rex Farr agree to assume all financial responsibility for this animal from this date forward to the date of the animal's demise.

I, Rex Farr have read the foregoing and understand it and its implications completely. I represent that I am not under the influence of any drug or medication which would impair my ability to understand the implications of signing the adoption agreement or this release. I have not been coerced in any way into signing either the adoption agreement or this release. I acknowledge that the Town has given me an opportunity to review the agreements with my attorney and that the Town has agreed to await my attorney's response prior to my execution of the agreement. I have determined not to consult my attorney regarding this agreement and to go forward and execute them without receiving his/her advice and without negotiating the terms hereof. Based upon my foregoing representations, I specifically waive any claim I have or may have that the agreement is unconscionable and any claim or claims I may have concerning the validity of this agreement as not being a "bargained for exchange".

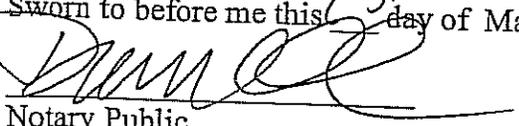
Dated: May 22, 2007

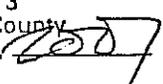
Riverhead, NY



Rex Farr

Sworn to before me this <sup>23<sup>rd</sup></sup> day of May, 2007

  
Notary Public

DAWN C. THOMAS  
Notary Public State of New York  
No 02-H49763-3  
Qualified in Suffolk County  
Commission Expires May 26, 

5/24/07

Adopted

TOWN OF RIVERHEAD

Resolution # 495

**RATIFIES AUTHORIZATION OF TOWN CLERK TO POST AND PUBLISH PUBLIC NOTICE FOR PUBLIC HEARING REGARDING A LOCAL LAW TO AMEND CHAPTER 52, ENTITLED, "BUILDING CONSTRUCTION" OF THE RIVERHEAD TOWN CODE**

**(§52-22. Safe and Code Compliant Construction for Town Construction Contracts)**

**COUNCILMAN DENSIESKI**

\_\_\_\_\_ offered the following resolution,

which was seconded by **COUNCILMAN BARTUNEK** \_\_\_\_\_ :

**RESOLVED**, that the Town Clerk be and is hereby authorized to post and publish the attached public notice to consider a local law to amend Chapter 52 entitled, "Building Construction" of the Riverhead Town Code once in the May 24, 2007 issue of the News Review Newspaper, the newspaper hereby designated as the official newspaper for this purpose, and to post same on the signboard in Town Hall; and be it further

**RESOLVED**, that the Town Clerk shall provide notification of this resolution to the Building Department, Code Enforcement, and the Office of the Town Attorney.

**THE VOTE**

Dunleavy  yes  no    Bartunek  yes  no  
Blass  yes  no    Densieski  yes  no  
Cardinale  yes  no

THE RESOLUTION  WAS  WAS NOT THEREFORE DULY ADOPTED

**TOWN OF RIVERHEAD  
NOTICE OF PUBLIC HEARING**

**PLEASE TAKE NOTICE** that a public hearing will be held on the day 5<sup>th</sup> day of June, 2007 at 7:25 o'clock p.m., at Town Hall, 200 Howell Avenue, Riverhead, New York to hear all interested persons to consider a local law to amend Chapter 52 entitled, "Building Construction" of the Riverhead Town Code as follows:

Chapter 52  
BUILDING CONSTRUCTION

**§52-22 Safe and Code Compliant Construction for Town Construction Contracts**

**52-22.1. Legislative intent and purpose.**

The Town of Riverhead hereby establishes a policy to promote apprenticeship training as authorized by §816-b of the New York Labor Law.

**§52-23. Definitions.**

As used in this chapter, the following terms shall have the meanings indicated:

CONSTRUCTION CONTRACT — Any contract to which the Town of Riverhead shall be signatory which involves the construction, reconstruction, improvement, rehabilitation, installation, alteration, renovation, demolition or otherwise providing for any building, facility or physical structure including sidewalks and roadways of any kind with a value in excess of \$250,000.

CONTRACTOR or SUBCONTRACTOR — A contractor or subcontractor which directly employs labor under a construction contract for which an apprenticeship program has been approved by the New York State Commissioner of Labor in accordance with Article 23 of the New York Labor Law.

**§52-24. Requirements and exceptions.**

- A. The Town of Riverhead hereby requires any contractor, prior to entering into a construction contract with the Town of Riverhead or any subcontractor entering into a contract with a contractor who has a construction contract with the Town of Riverhead, to have apprenticeship agreements appropriate for the type and scope of work to be performed, which have been registered with, and approved by, the New York State Commissioner of Labor in accordance with Article 23 of the New York Labor Law, anything in § 103 of the New York General Municipal Law to the contrary notwithstanding.

B. A contractor/subcontractor who is entitled to receive less than \$250,000 from a construction contract is exempt from having an apprenticeship program, and said provisions herein shall not be applicable to any road work or sidewalk work in the Town of Riverhead.

**§52-25. Rules and regulations.**

The Town of Riverhead is hereby authorized, empowered and directed to promulgate such rules and regulations that are lawful, necessary and appropriate for the implementation and enforcement of any provisions of this chapter.

**§52-26. Applicability.**

This chapter shall apply to construction contracts advertised for bids on or after the effective date.

- Underscore represents addition(s)

Dated: Riverhead, New York  
May 24, 2007

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

**BARBARA GRATTAN, Town Clerk**

Adopted

May 24, 2007

TOWN OF RIVERHEAD

REPAYMENT OF RESIDENTIAL PROPERTY OWNERS TAXES IN THE B.I.D.

BUDGET ADJUSTMENT

RESOLUTION # 496

COUNCILMAN DUNLEAVY

offered the following resolution,

which was seconded by COUNCILWOMAN BLASS

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

		<u>FROM</u>	<u>TO</u>
118.064100.542609	Promotions - Special Projects	\$4,300	
118.064100.547100	Taxes on Town Property		\$4,300

THE VOTE

Dunleavy  Yes  No

Bartunek  Yes  No

Blass  Yes  No

Densieski  Yes  No

Cardinale  Yes  No

May 24, 2007

Adopted

TOWN OF RIVERHEAD

RESOLUTION # 497

**AUTHORIZES SUBMISSION OF A GRANT APPLICATION TO THE U.S. DEPARTMENT OF AGRICULTURE RURAL HOUSING SERVICE FOR SECTION 533 HOUSING PRESERVATION GRANT FUNDS TO SUPPORT THE TOWN OF RIVERHEAD HOME IMPROVEMENT PROGRAM AND AUTHORIZES THE TOWN SUPERVISOR TO EXECUTE THE GRANT IF AWARDED**

COUNCILMAN DENSIESKI offered the following resolution, which was seconded by COUNCILMAN BARTUNEK.

**WHEREAS**, grant funding is available from the U.S. Department of Agriculture Rural Housing Service ("**USDA**") for Section 533 Housing Preservation Grants to provide funds for the Town of Riverhead Home Improvement Program to assist very low- and low-income homeowners in rural areas to repair and rehabilitate their homes; and

**WHEREAS**, the Town of Riverhead Community Development Department ("**CDD**") wishes to apply for USDA grant funds in the amount of \$200,000 to fund repairs through the Town of Riverhead Home Improvement Program that will eliminate hazardous conditions in the homes of eligible very low- and low-income residents who otherwise cannot afford to make such repairs; and

**NOW, THEREFORE, BE IT RESOLVED**, that the Riverhead Town Board hereby authorizes submission of an application to the USDA for funds in the amount of \$200,000 with no match required and further authorizes the Town Supervisor to execute the grant contracts with the USDA if awarded.

**BE IT FURTHER RESOLVED**, that the Town Clerk shall provide notification of this resolution to CDD Director Andrea Lohneiss and the Accounting Department.

**THE VOTE**

Dunleavy ~~Yes~~ No

Bartunek ~~Yes~~ No

Blass ~~Yes~~ No

Densieski ~~Yes~~ No

Cardinale ~~Yes~~ No

**THE RESOLUTION  WAS  WAS NOT THEREFORE DULY ADOPTED.**

May 24, 2007

TOWN OF RIVERHEAD

Adopted

RESOLUTION # 498

**AUTHORIZES PUBLICATION OF NOTICE ANNOUNCING AVAILABILITY FOR PUBLIC REVIEW OF A STATEMENT OF ACTIVITIES FOR THE TOWN OF RIVERHEAD HOME IMPROVEMENT PROGRAM**

COUNCILMAN BARTUNEK

\_\_\_\_\_ offered the following resolution, which was

seconded by COUNCILWOMAN BLASS

**WHEREAS**, grant funding is available from the U.S. Department of Agriculture Rural Housing Service ("**USDA**") for Section 533 Housing Preservation Grants to provide funds for the Town of Riverhead Home Improvement Program to assist very low- and low-income homeowners in rural areas to repair and rehabilitate their homes; and

**WHEREAS**, the Town of Riverhead Community Development Department ("**CDD**") wishes to apply for USDA grant funds in the amount of \$200,000 to fund repairs through the Town of Riverhead Home Improvement Program that will eliminate hazardous conditions in the homes of eligible very low- and low-income residents who otherwise cannot afford to make such repairs; and

**WHEREAS**, the USDA requires applicants wishing to apply for assistance to make its statement of activities available to the public for review and comment for at least 15 days by publishing notice in a newspaper of general circulation in the project area; and

**NOW, THEREFORE, BE IT RESOLVED**, that the Riverhead Town Board hereby authorizes publication of the attached notice in the News Review on May 31, 2007.

**BE IT FURTHER RESOLVED**, that the Town Clerk shall provide a notification of this resolution to CDD Director Andrea Lohneiss.

**THE VOTE**

Dunleavy ~~Yes~~ No

Bartunek ~~Yes~~ No

Blass ~~Yes~~ No

Densieski ~~Yes~~ No

Cardinale ~~Yes~~ No

**THE RESOLUTION ~~WAS~~ WAS NOT THEREFORE DULY ADOPTED.**

**TOWN OF RIVERHEAD  
PUBLIC NOTICE**

**PLEASE TAKE NOTICE** that the Town of Riverhead intends to apply for a U.S. Department of Agriculture Rural Housing Service Section 533 Housing Preservation Grant to provide funds for the Town of Riverhead Home Improvement Program to assist very low- and low-income homeowners in rural areas to repair and rehabilitate their homes.

A statement of activities for the Town of Riverhead Home Improvement Program is available to the public for review at Riverhead Town Hall.

Interested citizens may submit comments no later than June 15, 2007, to:

Town of Riverhead  
Community Development Department  
200 Howell Avenue  
Riverhead, NY 11901

May 24, 2007

Adopted

TOWN OF RIVERHEAD

RESOLUTION # 499

AUTHORIZES TOWN SUPERVISOR TO EXECUTE CHANGE ORDER NO. 1 FOR RECREATION MODULAR OFFICE BUILDING

COUNCILMAN DUNLEAVY offered the following resolution which was

seconded by COUNCILMAN DENSIESKI

WHEREAS, on January 17, 2007 the Riverhead Town Board adopted Resolution No. 143 entitled, "Awards Bid for Modular Recreation Office Building"; and

WHEREAS, the bid was awarded to Best Modular Homes in the amount of Two Hundred Ninety Three Thousand Six Hundred Fifty Eight & 00/100 (\$293,658.00); and

WHEREAS, the Engineering Department recommends the upgrade to energy efficient windows and insulation with improvements to the sprinkler system and other amenities in the amount of Nineteen Thousand One Hundred Eighty Two & 00/100 (\$19,182.00).

NOW, THEREFORE, BE IT RESOLVED, that the Town Supervisor be and is hereby authorized to execute the attached Change Order No. 1 in the amount of \$19,182.00; and

BE IT FURTHER RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to Best Modular Homes, 495 County Road 39, Suite 2, Southampton, NY 11968 and a copy to the Engineering Department and the Purchasing Department.

THE VOTE
Dunleavy [checked] yes \_\_\_ no Bartunek [checked] yes \_\_\_ no
Blass [checked] yes \_\_\_ no Densieski [checked] yes \_\_\_ no
Cardinale [checked] yes \_\_\_ no
THE RESOLUTION [checked] WAS \_\_\_ WAS NOT
THEREFORE DULY ADOPTED

MODULAR RECREATION OFFICE BUILDING  
TOWN OR RIVERHEAD, SUFFOLK COUNTY, NEW YORK

CHANGE ORDER NO. 1

Project: Modular Recreation Office Building  
 Change Order No.: 1  
 Date: April 9, 2007  
 Contractor: Best Modular Homes Inc.  
 495 County Road 39, Suite 2  
 Southampton, New York 11968  
 Contract Date: March 14, 2007

The Contract is changed as follows:  
Refer to Attachment

**NOT VALID UNTIL SIGNED BY THE OWNER, ENGINEER AND CONTRACTOR**

The Original Contract Sum was.....	\$293,658.00
Net Change by Previously Authorized Change Orders.....	\$0.00
The Contract Sum Prior to This Change Order was.....	\$293,658.00
The Contract Sum will be increased by this Change Order In the amount of .....	\$19,182.00
For energy efficient upgrades of windows and insulation. Improvements also include countertop, sprinkler system and other amenities (see attached)	
The New Contract Sum Including this Change Order will be.....	\$312,840.00

<b>Contractor</b>	<b>Owner</b>
Best Modular Homes Inc.	Town of Riverhead
495 County Road 39, Suite 2	200 Howell Avenue
Southampton, New York 11968	Riverhead, New York 11901
By: _____ Authorized Representative Signature	By: _____
Print Name: _____	Print Name: _____
Date: _____	Date: _____

MODULAR RECREATION OFFICE BUILDING  
TOWN OR RIVERHEAD, SUFFOLK COUNTY, NEW YORK

Add / Delete	Description	Quantity	Unit of Measure	Unit Price	Extended Total
Add	Energy Star upgrade windows to Argon filled	1	LS	\$800.00	\$800.00
Add	Energy Star upgrade insulation in exterior walls to R-21 (currently R-19)	1	LS	\$966.00	\$966.00
Add	Change exterior doors to 2-light	1	LS	\$430.00	\$430.00
Add	5-Extra 3" conduit pipes for future solar system	1	LS	\$390.00	\$390.00
Add	6-downlit soffit lights in place of standard porch lights (dark skies)	1	LS	\$580.00	\$580.00
Add	Additional 2630 window above kitchen counter - Energy Star	1	LS	\$475.00	\$475.00
Add	5" Lineal around windows	1	LS	\$1,845.00	\$1,845.00
Add	5" Lineal around exterior doors	1	LS	\$470.00	\$470.00
Add	3-24" Round gable end vents	1	LS	\$395.00	\$395.00
Add	Safety rolled edge counter tops in place of angled kitchen area	1	LS	\$250.00	\$250.00
Add	2-Additional phone lines	1	LS	\$84.00	\$84.00
Add	Cabinets and counter area (w/ round safety edge) w/half wall and half door.	1	LS	\$4,800.00	\$4,800.00
Add	Wirsbo Fire Supression Sprinkler System	1	LS	\$4,500.00	\$4,500.00
Add	Gutters along the perimeter of the building	1	LS	\$1,200.00	\$1,200.00
Credit	Deletion of wiring the fire suppression system	1	LS	-\$1,200.00	-\$1,200.00
	<b>Contractors Overhead and Profit</b>	1	LS	\$3,197.00	\$3,197.00
	<b>Total Additions</b>				<b>\$19,182.00</b>
				<b>Net Change</b>	<b>\$19,182.00</b>



## ENGINEERING DEPARTMENT

200 Howell Avenue  
Riverhead, New York 11901  
(631)727-3200, Ext. 201  
Fax: (631)369-7739

Kenneth Testa, P. E.  
Town Engineer  
David Carrick,  
Deputy Town Engineer  
Christine Fetten, P.E.  
Assistant Town Engineer

email: [testa@riverheadli.com](mailto:testa@riverheadli.com)

email: [dcarrick@riverheadli.com](mailto:dcarrick@riverheadli.com)

email: [fetten@riverheadli.com](mailto:fetten@riverheadli.com)

May 17, 2007

MEMO TO: Bill Rothaar,  
Financial Administrator

FROM: Christine Fetten, P.E.,  
Assistant Town Engineer

RE: Budget Adjustment  
Recreation Modular Office Building

Attached please find a copy of Change Order No. 1 for the above referenced project in the amount of \$19,182.00. Please prepare a budget adjustment resolution for the June 5, 2007 Town Board meeting moving the aforementioned amount from appropriation 406.070200.547900.40188 - Contingency to 406.070200.524911.40188 - Infrastructure Improvements.

Should you have any questions or require any further information, please do not hesitate to contact me.

CF:ls   
Attachment

cc: Town Board

Bill Welsh

Trina Miles ✓

May 24, 2007

# Adopted

TOWN OF RIVERHEAD

RESOLUTION # 500

AWARDS BID FOR ANNUAL ASPHALT AND DRAINAGE CONTRACT

COUNCILMAN DENSIESKI offered the following resolution which was

seconded by COUNCILMAN BARTUNEK

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

WHEREAS, seven (7) bids were received, opened and read aloud on the 21<sup>st</sup> day of May, 2007 at 11:00 am in the Office of the Town Clerk, 200 Howell Avenue, Riverhead, NY 11901.

NOW, THEREFORE, BE IT RESOLVED, that the bid for the Annual Asphalt and Drainage Contract be and is hereby awarded as follows based on awards of item clusters:

Award No. 1 -

Low Bidder-	Corazzini Asphalt, Inc.
Alternate Low Bidder-	KJB Industries, Inc.

Award No. 2 -

Low Bidder-	Corazzini Asphalt, Inc.
Alternate Low Bidder-	KJB Industries, Inc.

Award No. 3-

Low Bidder-	KJB Industries, Inc.
Alternate Low Bidder-	Corazzini Asphalt, Inc.

Award No. 4-

Low Bidder-	Corazzini Asphalt, Inc.
Alternate Low Bidder-	KJB Industries, Inc.

Award No. 5-

Low Bidder-	Norman Kurrass Contracting
Alternate Low Bidder-	Laser Industries

Award No. 6-

Low Bidder-	Suffolk Paving Corp.
Alternate Low Bidder-	Corazzini Asphalt Inc.

Award No. 7-

Low Bidder-	Corazzini Asphalt, Inc.
Alternate Low Bidder-	Suffolk Paving Corp.

Award No. 8-

Low Bidder-	Corazzini Asphalt, Inc.
Alternate Low Bidder-	KJB Industries Inc.

**THE VOTE**

Dunleavy	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no	Bartunek	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no
Blass	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no	Densieski	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no
Cardinale	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no			

**THE RESOLUTION  WAS  WAS NOT THEREFORE DULY ADOPTED**

Award No. 9-	
Low Bidder-	Corazzini Asphalt, Inc.
Alternate Low Bidder-	KJB Industries, Inc.
Award No. 10-	
Low Bidder-	Corazzini Asphalt, Inc.
Award No. 11-	
Low Bidder-	Corazzini Asphalt, Inc.
Award No. 12-	
Low Bidder-	KJB Industries, Inc.
Award No. 13-	
Low Bidder-	East Island Asphalt Corp.
Award No. 14-	
Low Bidder-	East Island Asphalt Corp.
Award No. 15-	
Low Bidder-	East Island Asphalt Corp.
Award No. 16-	
Low Bidder-	East Island Asphalt Corp.
Award No. 17-	
Low Bidder-	East Island Asphalt Corp.
Award No. 18-	
Low Bidder-	East Island Asphalt Corp.
Award No. 19-	
Low Bidder-	Laser Industries
Alternate Low Bidder-	KJB Industries, Inc.
Award No. 20-	
Low Bidder-	Laser Industries
Alternate Low Bidder-	KJB Industries, Inc.
Award No. 21-	
Low Bidder-	Laser Industries
Alternate Low Bidder-	KJB Industries, Inc.
Award No. 22-	
Low Bidder-	East Island Asphalt Corp.
Award No. 23-	
Low Bidder-	East Island Asphalt Corp.
Award No. 24-	
Low Bidder-	East Island Asphalt Corp.
Award No. 25-	
Low Bidder-	East Island Asphalt Corp.

Award No. 26-  
Low Bidder- East Island Asphalt Corp.

Award No. 27-  
Low Bidder- East Island Asphalt Corp.  
Alternate Low Bidder- Corazzini Asphalt, Inc.

Award No. 28-  
Low Bidder- Laser Industries  
Alternate Low Bidder- KJB Industries, Inc.

Award No. 29-  
Low Bidder- Laser Industries  
Alternate Low Bidder- KJB Industries, Inc.

Award No. 30-  
Low Bidder- Laser Industries  
Alternate Low Bidder- KJB Industries, Inc.

BE IT FURTHER RESOLVED, that in the event that the Low Bidder is non-responsive within 10 days of the Town's request for work to be performed, the Town may approach the Alternate Low Bidder for the proposed work.

BE IT FURTHER RESOLVED, that the Supervisor is authorized to execute the subject contract with the various low and alternate low bidders.

BE IT FURTHER RESOLVED, that the Town Board be and does 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 Clerk be and is hereby authorized to forward a certified copy of this resolution to all bidders, Kenneth Testa, P.E., Town Engineer, Mark Kwasna, Highway Superintendent, Gary Pendzick, Water District Superintendent, Michael Reichel, Sewer Department Superintendent.

Town of Riverhead Bid Received May 21, 2007  
Annual Asphalt and Drainage Contract 2007

Award No.	Item No.	Description	Unit	Quantity	Estimated Quantity	Error Type	Corazzini Asph Inc		Error Type	KJB Ind. Inc.	
							Unit Cost	Total Price		Unit Cost	Total Price
1A	4	Stabilized Mixed-In-Place Recycled Base Course Asphalt Concrete Type 1A Overlay	SY	600 - 2,000	1250		\$7.00	\$8,750.00		\$9.00	\$11,250.00
1B	4RCA	Place Dense Graded Aggregate Base Course	CY	25 - 100	300		\$35.00	\$10,500.00		\$40.00	\$12,000.00
1C	55	Type 1B Bense Binder	Ton	60 - 250	155		\$110.00	\$17,050.00		\$106.00	\$16,430.00
1D	2	Unclassified Excavation	CY	50 - 175	150		\$2.00	\$300.00		\$20.00	\$3,000.00
1E	2U	Removal of Unsuitable Materials	CY	25 - 100	70		\$2.00	\$140.00		\$30.00	\$2,100.00
1F	118	Silt Fence/Haybales	LF	10 - 600	300		\$10.00	\$3,000.00		\$14.00	\$4,200.00
1G	57	Bituminous Material A Emulsion	Gal	1,200 - 4,500	2250		\$2.00	\$4,500.00		\$2.00	\$4,500.00
1H	50	Asphalt Concrete Type 1A Furnished & Placed	Ton	50 - 200	150		\$110.00	\$16,500.00		\$106.00	\$15,900.00
1I	25	Casting Adjustment	Ea.	0 - 5	3		\$400.00	\$1,200.00		\$600.00	\$1,800.00
1J	112	Topsoil and Seed	SY	150 - 550	400		\$4.00	\$1,600.00		\$10.00	\$4,000.00
1K	116	Thermoplastic ReflectORIZED Pavement Markings	LF	300 - 1,200	600		\$1.25	\$750.00		\$2.50	\$1,500.00
								\$64,290.00			\$76,680.00

a - Math Error

Town of Riverhead Bid Received May 21, 2007  
Annual Asphalt and Drainage Contract 2007

Award No.	Item No.	Description	Unit	Quantity	Estimated Quantity	Error Type	Corazzini Asphalt		KJB Ind. Inc.	
							Unit Cost	Total Price	Unit Cost	Total Price
2A	4	Stabilized Mixed-In-Place Recycled Base Course Asphalt Concrete Type 1A Overlay	SY	2,001 - 6,000	1250		\$7.00	\$8,750.00	\$5.00	\$6,250.00
2B	4RCA	Place Dense Graded Aggregate Base Course	CY	101 - 200	300		\$25.00	\$7,500.00	\$40.00	\$12,000.00
2C	55	Type 1B Bense Binder	Ton	250 - 710	155		\$78.00	\$12,090.00	\$106.00	\$16,430.00
2D	2	Unclassified Excavation	CY	175 - 500	150		\$10.00	\$1,500.00	\$20.00	\$3,000.00
2E	2U	Removal of Unsuitable Materials	CY	101 - 200	70		\$10.00	\$700.00	\$30.00	\$2,100.00
2F	57	Bituminous Material A, Emulsion	Gal	12,500 - 42,500	2250		\$2.00	\$4,500.00	\$2.00	\$4,500.00
2G	50	Asphalt Concrete Type 1A Furnished & Placed	Ton	175 - 550	150		\$78.00	\$11,700.00	\$106.00	\$15,900.00
2H	25	Casting Adjustment	Ea.	6 - 10	8		\$400.00	\$3,200.00	\$600.00	\$4,800.00
2I	112	Topsoil and Seed	SY	1,600	400		\$4.00	\$1,600.00	\$10.00	\$4,000.00
2J	118	Silt Fence/Haybales	LF	2000			\$10.00	\$0.00	\$14.00	\$0.00
2K	116	Thermoplastic ReflectORIZED Pavement Markings	LF	1,200 - 3,600	2200		\$1.25	\$2,750.00	\$0.85	\$1,870.00
								\$54,290.00		\$70,850.00

Town of Riverhead Bid Received May 21, 2007  
Annual Asphalt and Drainage Contract 2007

Award No.	Item No.	Description	Unit	Quantity	Estimated Quantity	Error Type	KJB Ind. Inc		Error Type	Corazzini Asphalt		Error Type	Norman Kurssas Cont.		Unit Price Analysis			
							Unit Cost	Total Price		Unit Cost	Total Price		Unit Cost	Total Price	Mean	Median		
3A	1	Clearing and Grubbing	Acres	0-2.5	1		\$10,000.00	\$10,000.00										
3B	2	Unclassified Excavation	CY	50-99	75		\$20.00	\$1,500.00										
3C	4S	Stabilized Soil Aggregate Subbase	CY	0-175	150		\$40.00	\$6,000.00										
3D	5S	Base Course Asphalt Concrete Type 1B	Ton	50-100	75		\$125.00	\$9,375.00										
3E	50	Asphalt Concrete Type 1A Furnished & Placed	Ton	50-100	75		\$125.00	\$9,375.00										
3F	25	Casling Adjustment	Ea.	0-5	2		\$700.00	\$1,400.00										
3G	11B	Silt Fence/Hydrals	LF	50-500	300		\$14.00	\$4,200.00										
3H	116	Thermoplastic Reflectorized Pavement Markings	LF	50-500	300		\$2.50	\$750.00										
							\$42,600.00			\$1.25	\$375.00		\$2.50	\$750.00		\$2.08	\$2.50	
							\$42,600.00				\$50,825.00			\$62,600.00				

Unit Price Analysis	
Mean	\$11,833.33
Median	\$10,000.00
	\$24.67
	\$20.00
	\$40.00
	\$40.00
	\$181.00
	\$198.00
	\$181.00
	\$181.00
	\$700.00
	\$700.00
	\$11.17
	\$10.00
	\$2.08
	\$2.50

Town of Riverhead Bid Received May 21, 2007  
Annual Asphalt and Drainage Contract 2007

Item No.	Description	Unit	Quantity	Estimated Quantity	Error Type	Contractor	Error Type	KJB Ind. Inc.	Norman Kurras Cont	Unit Price Analysis	
						Unit Cost	Total Price	Unit Cost	Total Price	Mean	Median
1	Clearing and Grubbing	Acres	2.5-5	5		\$10,000.00	\$50,000.00	\$18,000.00	\$90,000.00	\$11,833.33	\$10,000.00
2	Unclassified Excavation	CY	100-150	100		\$20.00	\$2,000.00	\$42.00	\$4,200.00	\$24.67	\$20.00
4S	Stabilized Soil Aggregate Subbase	CY	175-400	200		\$40.00	\$8,000.00	\$48.00	\$9,600.00	\$41.00	\$40.00
5S	Base Course Asphalt Concrete Type 1B	Ton	100-200	150		\$108.00	\$15,900.00	\$198.00	\$29,700.00	\$138.00	\$110.00
60	Asphalt Concrete Type 1A Furnished & Placed	Ton	100-200	150		\$108.00	\$15,900.00	\$198.00	\$29,700.00	\$138.00	\$110.00
25	Castling Adjustment	Ea.	0-5	2		\$700.00	\$1,400.00	\$700.00	\$1,400.00	\$700.00	\$700.00
118	Sill Fence/Haybales	LF	600-1,200	900		\$14.00	\$11,200.00	\$9.50	\$7,600.00	\$11.17	\$10.00
116	ReflectORIZED Pavement	LF	1,200	800		\$2.50	\$2,000.00	\$2.50	\$2,000.00	\$2.08	\$2.50
							\$106,400.00	\$174,200.00			

Town of Riverhead Bid Received May 21, 2007  
Annual Asphalt and Drainage Contract 2007

Award No.	Item No.	Description	Unit	Quantity	Estimated Quantity	Error Type	Normal Unit Cost	Normal Gross Cont.	Total Price	Error Type	Laser Industries	
											Unit Cost	Total Price
51	4	Recycled Concrete Aggregate	CY	0 - 100	50		38.00	1,900.00	50.00		50.00	2,500.00
50	7RR	Remove and Replace Curb	LF	20 - 120	60		48.00	2,880.00	30.00		30.00	1,800.00
50	9RR	Remove and Replace Conc. Sidewalk	SY	10 - 50	30		65.00	1,950.00	90.00		90.00	2,700.00
50	13-12	Smooth Interior Corrugated Polyethylene Pipe - 12" Dia.	LF	10 - 100	60		45.00	2,700.00	50.00		50.00	3,000.00
50	13-15	Smooth Interior Corrugated Polyethylene Pipe - 15" Dia.	LF	10 - 100	60		49.00	2,980.00	55.00		55.00	3,300.00
51	13-18	Smooth Interior Corrugated Polyethylene Pipe - 18" Dia.	LF	10 - 100	60		55.00	3,300.00	60.00		60.00	3,600.00
51	21A	Leaching Basins (8' Dia.x 4'L)	Ea.	1 - 5	3		27,500.00	82,500.00	3,800.00		3,800.00	11,400.00
51	21B	Leaching Basins (8' Dia.x 8'L)	Ea.	1 - 5	3		4,095.00	12,285.00	4,200.00		4,200.00	12,600.00
51	21C	Leaching Basins (8' Dia.x 12'L)	Ea.	1 - 5	3		5,740.00	17,220.00	4,600.00		4,600.00	13,800.00
51	21D	Leaching Basins (10' Dia.x 4'L)	Ea.	1 - 5	3		3,520.00	10,560.00	4,500.00		4,500.00	13,500.00
51	21E	Leaching Basins (10' Dia.x 8'L)	Ea.	1 - 5	3		4,970.00	14,910.00	4,800.00		4,800.00	14,400.00
51	21F	Leaching Basins (10' Dia.x 12'L)	Ea.	1 - 5	3		6,980.00	20,940.00	5,200.00		5,200.00	15,600.00
51	23A	Catch Basin Type A	Ea.	1 - 5	3		2,470.00	7,410.00	4,500.00		4,500.00	13,500.00
51	23B	Catch Basin Type B	Ea.	1 - 5	3		3,540.00	10,620.00	4,800.00		4,800.00	14,400.00
51	23AXD	Catch Basin Type A - Add Dept	LF	1 - 4	3		8,750.00	26,250.00	1,000.00		1,000.00	3,000.00
51	23BXD	Catch Basin Type B - Add Depth	LF	1 - 4	3		7,000.00	21,000.00	800.00		800.00	2,400.00
51	25	Castling Adjustment	Ea.	1 - 5	3		1,666.67	5,000.00	500.00		500.00	1,500.00
51	27	Catch Basins, Manholes and Drop Inlets	Ea.	1 - 5	3		4,990.00	14,970.00	5,000.00		5,000.00	15,000.00
								\$134,980.00				\$148,000.00

Town of Riverhead Bid Received May 21, 2007  
Annual Asphalt and Drainage Contract 2007

Item No.	Description	Unit	Quantity	Estimated Quantity	Error Type	SHIANG PAVING CORP Unit Price	Corazzini Asphalt Unit Cost	Corazzini Asphalt Total Price	Error Type	KJB Ind. Inc Unit Cost	KJB Ind. Inc Total Price	Unit Price Analysis Mean	Unit Price Analysis Median
4S	Stabilized Soil Aggregate Subbase	CY	0 - 20	10		\$20.00	\$35.00	\$350.00		\$40.00	\$400.00	\$31.57	\$35.00
4B	Asphalt Concrete Tying and Leveling Course	Ton	5 - 75	40		\$120.00	\$90.00	\$3,600.00		\$120.00	\$4,800.00	\$50.00	\$90.00
50	Asphalt Top Course Type 1A	Ton	20 - 300	200		\$85.00	\$85.00	\$17,000.00		\$120.00	\$24,000.00	\$88.33	\$85.00
59	Cold milling, shaping and removal of bituminous concrete pavement	SY	200 - 3,000	2300		\$3.00	\$3.00	\$6,900.00		\$5.00	\$11,500.00	\$3.63	\$3.50
11B	Sill Fence/Haybales	LF	50 - 200	150		\$14.00	\$14.00	\$1,500.00		\$30.00	\$2,100.00	\$5.00	\$10.00
2U	Removal of unsuitable material (below lower limit if Item No. 4S)	CY	0 - 50	30		\$2.00	\$2.00	\$60.00		\$30.00	\$900.00	\$17.33	\$20.00
116	Thermoplastic Reflectorized Pavement Markings	LF	0 - 2,000	1380		\$1.10	\$1.10	\$1,496.00		\$1.20	\$1,632.00	\$1.02	\$1.10
								\$30,906.00					
								\$45,332.00					

Unit Price Analysis Mean	Unit Price Analysis Median
\$31.57	\$35.00
\$50.00	\$90.00
\$88.33	\$85.00
\$3.63	\$3.50
\$5.00	\$10.00
\$17.33	\$20.00
\$1.02	\$1.10

Town of Riverhead Bid Received May 21, 2007  
Annual Asphalt and Drainage Contract 2007

Award No.	Item No.	Description	Unit	Quantity	Estimated Quantity	Coruzzi Asphalt	Resomar Construction	KJB Ind. Inc.	Unit Price Anytime
4S	4S	Stabilized Soil Aggregate Subbase	CY	21 - 40	30	\$20.00	\$13.00	\$40.00	Mean \$17.25 Median \$17.50
4B	4B	Asphalt Concrete Tying and Leveling	Ton	Over 75	100	\$80.00	\$70.00	\$92.00	\$72.50
50	50	Asphalt Top Course Type 1A	Ton	Over 300	500	\$80.00	\$70.00	\$92.00	\$72.50
59	59	Cold filling, shaping and removal of bituminous concrete pavement	SY	Over 3,000	5700	\$3.50	\$2.50	\$5.00	\$3.00
11B	11B	Silt Fence/Haybales	LF	Over 200	300	\$3.00	\$8.00	\$14.00	\$8.50
2U	2U	Removal of unsuitable material (below lower limit if Item No. 4S)	CY	Over 50	80	\$20.00	\$20.00	\$30.00	\$20.00
116	116	Thermoplastic ReflectORIZED Pavement Markings	LF	Over 2,000	3400	\$0.55	\$0.55	\$0.80	\$0.71
						\$60,860.00	\$1,870.00	\$3,890.00	\$0.70
						\$60,860.00	\$1,870.00	\$3,890.00	\$0.70

Mean	Median
\$17.25	\$17.50
\$72.50	\$70.50
\$3.00	\$3.00
\$8.50	\$8.50
\$20.00	\$20.00
\$0.71	\$0.70

Town of Riverhead Bid Received May 21, 2007  
Annual Asphalt and Drainage Contract 2007

AWARD Item No.	Description	Unit	Quantity	Estimated Quantity	Error Type	Corazzi Asphalt	Error Type	KJB Ind. Inc.	Error Type	Laser Industries
2U	Removal of Unsuitable Materials	CY	5 - 10			\$30.00		\$30.00		\$50.00
6	Defectible Warning Units	SF	1 - 25	5		\$150.00		\$150.00		\$250.00
7	Concrete Curb	LF	20-250	100		\$10.00		\$0.00		\$0.00
7RR	Remove and Replace Concrete Curb	LF	20-250	100		\$42.00		\$4,200.00		\$30.00
9	Concrete Sidewalk	SY	10 - 115	150		\$48.00		\$4,800.00		\$35.00
9RR	Remove and Replace Concrete Sidewalk	SY	10 - 115	150		\$75.00		\$11,250.00		\$90.00
11	Concrete Apron	SY	0 - 30	400		\$88.00		\$30,000.00		\$99.00
11RR	Remove and Replace Concrete Apron	SY	0 - 30	100		\$88.00		\$8,800.00		\$117.00
				300		\$70.00		\$21,000.00		\$135.00
						\$70,850.00		\$85,600.00		\$112,050.00

Unit Price Analysis		
Mean	Median	
\$36.67	\$150.00	
\$40.00	\$0.00	
\$34.67	\$3,200.00	
\$39.33	\$3,500.00	
\$70.00	\$11,250.00	
\$88.00	\$30,000.00	
\$88.00	\$8,800.00	
\$70.00	\$26,400.00	

Town of Riverhead Bid Received May 21, 2007  
Annual Asphalt and Drainage Contract 2007

Award Item No.	Description	Unit	Quantity	Estimated Quantity	Error Type	Cortina Asphalt		KJB Ind. Inc.		Lesor Industries		Unit Price Analysis	
						Unit Cost	Total Price	Unit Cost	Total Price	Unit Cost	Total Price	Mean	Median
2U	Removal of Unusable Materials	CY	11 - 20	5		\$60.00	\$660.00	\$60.00	\$660.00	\$50.00	\$550.00	\$40.00	\$40.00
6	Detachable Warning Units	SF	25 - 100	5		\$10.00	\$50.00	\$10.00	\$50.00	\$45.00	\$225.00	\$45.00	\$45.00
7	Concrete Curb	LF	251 - 1,000	100		\$29.00	\$2,900.00	\$29.00	\$2,900.00	\$24.00	\$2,400.00	\$25.00	\$25.00
7RR	Remove and Replace Concrete Curb	LF	251 - 1,000	100		\$32.00	\$3,200.00	\$32.00	\$3,200.00	\$28.00	\$2,800.00	\$30.00	\$32.00
9	Concrete Sidewalk	SY	118 - 450	150		\$52.00	\$7,800.00	\$52.00	\$7,800.00	\$72.00	\$10,800.00	\$53.00	\$52.00
9RR	Remove and Replace Concrete Sidewalk	SY	118 - 450	400		\$56.00	\$22,400.00	\$56.00	\$22,400.00	\$81.00	\$32,400.00	\$68.67	\$64.00
11	Concrete Apron	SY	31 - 100	100		\$74.00	\$7,400.00	\$74.00	\$7,400.00	\$90.00	\$9,000.00	\$75.67	\$85.00
11RR	Remove and Replace Concrete Apron	SY	31 - 100	300		\$70.00	\$21,000.00	\$70.00	\$21,000.00	\$99.00	\$29,700.00	\$70.00	\$85.00
						Bid \$74.400		\$70,000.00				\$87,150.00	

Unit Price Analysis	Mean	Median
Mean	\$40.00	\$40.00
Median	\$45.00	\$45.00
Mean	\$25.00	\$25.00
Median	\$30.00	\$32.00
Mean	\$53.00	\$52.00
Median	\$68.67	\$64.00
Mean	\$75.67	\$85.00
Median	\$70.00	\$85.00

Town of Riverhead Bid Received May 21, 2007

Annual Asphalt and Drainage Contract 2007

Bid No.	Item No.	Description	Unit	Quantity	Estimated Quantity	Error Type	Corazzini Asphalt	
							Unit Cost	Total Price
10A	100	Bituminous Surface Treatment "Emulsion and Stone"	SY	1 - 1,999	1000		\$7.00	\$7,000.00
10B	102	Bituminous Surface Treatment "Oil and Stone"	SY	1 - 3,999	3000		\$7.00	\$21,000.00
10C	104	Asphalt Emulsion Slurry	SY	1 - 1,000	500		\$7.00	\$3,500.00

**\$31,500.00**

Town of Riverhead Bid Received May 21, 2007

Annual Asphalt and Drainage Contract 2007

Award No.	Item No.	Description	Unit	Quantity	Estimated Quantity	Error Type	Corrazini Asphalt	
							Unit Cost	Total Price
11A	100	Bituminous Surface Treatment "Emulsion and Stone"	SY	Over 1,999	2500		\$3.00	\$7,500.00
11B	102	Bituminous Surface Treatment "Oil and Stone"	SY	Over 3,999	5000		\$3.00	\$15,000.00
11C	104	Asphalt Emulsion Slurry	SY	Over 1,000	2000		\$3.00	\$6,000.00
								\$28,500.00

Town of Riverhead Bid Received May 21, 2007

Annual Asphalt and Drainage Contract 2007

Award No.	Item No.	Description	Unit	Quantity	Estimated Quantity	Error Type	KJB Ind. Inc.		Error Type
							Unit Cost	Total Price	
12A	44	Elastometric Pavement Crack Sealant	Lbs	1 - 1,000	500		\$2.00	\$1,000.00	
12B	46	Fiber Reinforced Polymer Modified Pavement Crack Sealant	LF	1 - 1,000	500		\$2.20	\$1,100.00	
								\$2,100.00	

Town of Riverhead Bid Received May 21, 2007  
Annual Asphalt and Drainage Contract 2007

Award No.	Item No.	Description	Unit	Quantity	Estimated Quantity	Error Type	Unit Cost	East Isl Asph Corp Total Price	KJB Ind. Inc. Unit Cost	KJB Ind. Inc. Total Price
	13	NYS DOT Type 1 Base Loaded Into Town of Riverhead Trucks	Ton	0 - 500	250		\$55.00	\$13,750.00		
Award No.	Item No.	Description	Unit	Quantity	Estimated Quantity	Error Type	Unit Cost	East Isl Asph Corp Total Price		
	14	NYS DOT Type 3 Binder Loaded Into Town of Riverhead Trucks	Ton	0 - 500	250		\$55.00	\$13,750.00		
Award No.	Item No.	Description	Unit	Quantity	Estimated Quantity	Error Type	Unit Cost	East Isl Asph Corp Total Price		
	15	NYS DOT Type 6F Top Loaded Into Town of Riverhead Trucks	Ton	0 - 500	250		\$55.00	\$13,750.00		
Award No.	Item No.	Description	Unit	Quantity	Estimated Quantity	Error Type	Unit Cost	East Isl Asph Corp Total Price		
	16	Cold Patch Loaded Into Town of Riverhead Trucks	Ton	0 - 500	250		\$105.00	\$26,250.00		
Award No.	Item No.	Description	Unit	Quantity	Estimated Quantity	Error Type	Unit Cost	East Isl Asph Corp Total Price		
	17	NYS Type 7 Loaded Into Town of Riverhead Trucks	Ton	0 - 500	250		\$56.00	\$14,000.00		
Award No.	Item No.	Description	Unit	Quantity	Estimated Quantity	Error Type	Unit Cost	East Isl Asph Corp Total Price		
	18	Sand Asphalt Base Course	Ton	0 - 500	250		\$52.00			
Award No.	Item No.	Description	Unit	Quantity	Estimated Quantity	Error Type	Unit Cost	East Isl Asph Corp Total Price		
	19	Vinyl Coated Chain Link Fencing	LF	0 - 100	50		\$30.00	\$1,500.00		
Award No.	Item No.	Description	Unit	Quantity	Estimated Quantity	Error Type	Unit Cost	East Isl Asph Corp Total Price		
	20	Vinyl Coated Chain Link Fencing	LF	0 - 100	50		\$33.00	\$1,650.00		
Award No.	Item No.	Description	Unit	Quantity	Estimated Quantity	Error Type	Unit Cost	East Isl Asph Corp Total Price		
	21	Vinyl Coated Chain Link Fencing	LF	0 - 100	50		\$38.00	\$1,900.00		
Award No.	Item No.	Description	Unit	Quantity	Estimated Quantity	Error Type	Unit Cost	East Isl Asph Corp Total Price		
	22	Vinyl Coated Chain Link Fencing	LF	0 - 100	50		\$72.00	\$3,600.00		

Town of Riverhead Bid Received May 21, 2007  
Annual Asphalt and Drainage Contract 2007

Award No.	Item No.	Description	Unit	Quantity	Estimated Quantity	Error Type	East Isl Asphalt Corp Unit Cost	East Isl Asphalt Corp Total Price	Corazzini Asphalt Unit Cost	Corazzini Asphalt Total Price
22	60	NYS DOT Type 1 Base Loaded into Town of Riverhead Trucks	Ton	0 - 500	750		\$55.00	\$41,250.00		
Award	Item									
No.	No.	Description	Unit	Quantity	Estimated Quantity	Error Type	East Isl Asphalt Corp Unit Cost	East Isl Asphalt Corp Total Price		
23	62	NYS DOT Type 3 Binder Loaded into Town of Riverhead Trucks	Ton	0 - 500	750		\$55.00	\$41,250.00		
Award	Item									
No.	No.	Description	Unit	Quantity	Estimated Quantity	Error Type	East Isl Asphalt Corp Unit Cost	East Isl Asphalt Corp Total Price		
24	64	NYS DOT Type 6F Top Loaded into Town of Riverhead Trucks	Ton	0 - 500	750		\$55.00	\$41,250.00		
Award	Item									
No.	No.	Description	Unit	Quantity	Estimated Quantity	Error Type	East Isl Asphalt Corp Unit Cost	East Isl Asphalt Corp Total Price		
25	66	Cold Patch Loaded into Town of Riverhead Trucks	Ton	0 - 500	750		\$105.00	\$78,750.00		
Award	Item									
No.	No.	Description	Unit	Quantity	Estimated Quantity	Error Type	East Isl Asphalt Corp Unit Cost	East Isl Asphalt Corp Total Price		
26	68	NYS Type 7 Loaded into Town of Riverhead Trucks	Ton	0 - 500	750		\$56.00	\$42,000.00		
Award	Item									
No.	No.	Description	Unit	Quantity	Estimated Quantity	Error Type	East Isl Asphalt Corp Unit Cost	East Isl Asphalt Corp Total Price		
27	72	Sand Asphalt Base Course	Ton	0 - 500	750		\$52.00	\$39,000.00		
Award	Item									
No.	No.	Description	Unit	Quantity	Estimated Quantity	Error Type	East Isl Asphalt Corp Unit Cost	East Isl Asphalt Corp Total Price		
28	108-4	Vinyl Coated Chain Link Fencing	LF	0 - 100	250		\$28.00	\$7,000.00		
Award	Item									
No.	No.	Description	Unit	Quantity	Estimated Quantity	Error Type	Laser Ind. Unit Cost	Laser Ind. Total Price		
29	108-6	Vinyl Coated Chain Link Fencing	LF	0 - 100	250		\$41.00	\$7,750.00		
Award	Item									
No.	No.	Description	Unit	Quantity	Estimated Quantity	Error Type	Laser Ind. Unit Cost	Laser Ind. Total Price		
30	108-8	Vinyl Coated Chain Link Fencing	LF	0 - 100	250		\$34.00	\$8,500.00		
Award	Item									
No.	No.	Description	Unit	Quantity	Estimated Quantity	Error Type	Laser Ind. Unit Cost	Laser Ind. Total Price		

May 24, 2007

# Adopted

TOWN OF RIVERHEAD

RESOLUTION # 501

AWARDS BID FOR STREET LIGHT AND TRAFFIC SIGNAL MAINTENANCE REPAIR PARTS

COUNCILWOMAN BLASS offered the following resolution which was seconded by COUNCILMAN DUNLEAVY

WHEREAS, the Town Clerk was authorized to publish and post a Notice to bidders for the purchase of Street Light and Traffic Signal Maintenance Repair Parts; and

WHEREAS, Eight (8) bids were received, opened and read aloud on the 30<sup>th</sup> day of March, 2007 at 11:00 am in the Office of the Town Clerk, 200 Howell Avenue, Riverhead, New York.

NOW, THEREFORE, BE IT RESOLVED, that the bid for Street Light and Traffic Signal Maintenance Repair Parts be and is hereby awarded as follows:

Schwing Electrical Supply – Item #'s – 1, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 17, 18, 19, 38, 39, 54, 55, 56, 61, 63, 69, 70, 71, 73, 74, 79, 80, 81, 82, 83, 116, 118, 119

City Energy Services – Item #'s 2, 41, 43, 44, 45, 46, 47, 57, 111, 123, 124, 125

Revco Electrical Supply – Item #'s 16, 28, 29, 30, 34, 35, 36, 37, 60

WW Grainger, Inc. – 20, 21, 22, 23, 24, 25, 26, 27, 31, 32, 33, 62, 75, 76, 113

Kelly & Hayes Electrical Supply of LI, Inc. – Item #'s 38, 50, 52, 72

Monarch Electric Company – Item #'s 42, 48, 49, 51, 53, 120, 121

Pennsylvania Globe Gaslight Company – Item #'s 64, 65, 66, 67, 68

Formed Plastics, Inc. – 77, 78

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

<b>THE VOTE</b>					
Dunleavy	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no	Bartunek	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no
Blasi	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no	Densieski	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no
Cardinale	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no			

THE RESOLUTION  WAS  WAS NOT THEREFORE DULY ADOPTED

BE IT FURTHER RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to all vendors listed on the attached open bid report and a copy to the Purchasing Department.

BE IT FURTHER RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to all vendors listed on the attached open bid report and a copy to the Purchasing Department.



Office of the Town Clerk  
*Barbara Grattan, Town Clerk*

Registrar of Vital Statistics

Records Management Officer

Marriage Officer

**MEMO**

**TO:** Supervisor Cardinale, Town Board Members, Ken Testa-Engineering

**FROM:** Barbara Grattan, Town Clerk

**DATE:** March 30, 2007

**RE:** Street Light and Traffic Signal Maintenance Repair Parts

Eight (8) bids were received for 'Street Light and Traffic Signal Maintenance Repair Parts' on March 30, 2007 at 11:00 a.m.

- ..) City Energy Services see Town Clerk file  
2221-7 5<sup>th</sup> Avenue  
Ronkonkoma, NY 11779
- ✓ 2.) Monarch Electric Co. see Town Clerk file  
1 Comac Loop, Ste 184  
Ronkonkoma, NY 11779
- ✓ 3.) Pennsylvania Globe Gaslight Co. see Town Clerk file  
300 Shaw Road  
N. Branford, CT 06471
- ✓ 4.) Revco Electric Supply see Town Clerk file  
360 County Rd 39  
Southampton, NY 11968
- ✓ 5.) Kelly & Hayes Elec. Supply of L.I., Inc. see Town Clerk file  
49 Remington Blvd.  
Ronkonkoma, NY 11779
- ✓ 6.) Schwing Electrical Supply see Town Clerk file  
1328 East Main Street  
Riverhead, NY 11901



**Office of the Town Clerk**  
*Barbara Grattan, Town Clerk*

Registrar of Vital Statistics

Records Management Officer

Marriage Officer

- 7.) Formed Plastics, Inc. see Town Clerk file  
207 Stonehinge Lane  
Carle Place, NY 11514
- 8.) W.W. Grainger, Inc see Town Clerk file  
199 Orville Drive  
Bohemia, NY 11716-2515

05/24/07

Adopted

TOWN OF RIVERHEAD

RESOLUTION # 502

APPOINTS A DEPUTY BUILDING INSPECTOR

COUNCILMAN DUNLEAVY

\_\_\_\_\_ offered the following resolution,  
which was seconded by \_\_\_\_\_ COUNCILMAN BARTUNEK \_\_\_\_\_

**WHEREAS**, pursuant to Town Code section 52-1 the Town Board is entitled to appoint a Deputy Building Inspector, and

**NOW, THEREFORE, BE IT**

**RESOLVED**, that the Town Board hereby appoints Sharon Klos as Deputy Building Inspector, and be it further

**RESOLVED**, that an annual stipend of \$3,400.00 shall be paid to the Deputy Building Inspector, and

**AND BE IT FURTHER,**

**RESOLVED**, that the Town Clerk is hereby directed to forward a copy of this resolution to Leroy Barnes, Building Department Administrator, Sharon Klos, and the Personnel office.

THE VOTE

Dunleavy <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Blass <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Densieski <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Bartunek <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Cardinale <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

May 24, 2007

Adopted

TOWN OF RIVERHEAD

TOWN HALL BASEMENT STORAGE AREA

BUDGET ADJUSTMENT

RESOLUTION # 503

COUNCILMAN BARTUNEK

\_\_\_\_\_ offered the following resolution,  
which was seconded by \_\_\_\_\_ COUNCILMAN DENSIESKI

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

		<u>FROM</u>	<u>TO</u>
001.016200.542500	Supplies & Services	\$9,000	
001.016200.524000	Equipment		\$9,000

**THE VOTE**

Dunleavy  Yes  No

Bartunek  Yes  No

Blass  Yes  No

Densieski  Yes  No

Cardinale  Yes  No

May 24, 2007

Adopted

TOWN OF RIVERHEAD

RECREATION MODULAR OFFICE BUILDING

BUDGET ADJUSTMENT

RESOLUTION # 504

\_\_\_\_\_ COUNCILMAN DENSIESKI offered the following resolution,  
which was seconded by \_\_\_\_\_ COUNCILWOMAN BLASS

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

		<u>FROM</u>	<u>TO</u>
406.070200.547900.40188	Contingency	\$19,182	
406.070200.524911.40188	Infrastructure Improvements		\$19,182

**THE VOTE**

Dunleavy  Yes  No

Bartunek  Yes  No

Blass  Yes  No

Densieski  Yes  No

Cardinale  Yes  No

May 24, 2007

Adopted

TOWN OF RIVERHEAD

PLANT IMPROVEMENTS  
BELT FILTER PRESS

BUDGET ADOPTION

RESOLUTION # 505

COUNCILWOMAN BLASS offered the following resolution,  
which was seconded by COUNCILMAN BARTUNEK.

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

		<u>FROM</u>	<u>TO</u>
406.095710.494200.80080	Serial Bond Proceeds	750,000	
406.081300.523043.80080	Plant Improvements – Belt Filter Press		655,000
406.081300.543500.80080	Engineering		85,000
406.081300.547900.80080	Contingency		10,000

**THE VOTE**

Dunleavy  Yes  No

Bartunek  Yes  No

Blass  Yes  No

Densieski  Yes  No

Cardinale  Yes  No

5/24/07

Adopted

TOWN OF RIVERHEAD

Resolution # 506

ACCEPTS 100% SECURITY OF EAST END VINEYARDS LLC (CERTIFICATE OF DEPOSIT)

COUNCILMAN BARTUNEK offered the following resolution, which was seconded by COUNCILWOMAN BLASS:

WHEREAS, East End Vineyards LLC has posted a North Fork Bank Certificate of Deposit #2160056814 in the sum of Eighty Eight Thousand Dollars (\$88,000.00) representing the 100% site plan security bond in connection with Riverhead Planning Board Resolution #29 dated April 5, 2007 for work to be completed at 1935 Main Road, Aquebogue, New York, further described as Suffolk County Tax Map #0600-48-3-9.5, pursuant to Section 108-133 (I) of the Riverhead Town Code; and

WHEREAS, the Town Attorney has reviewed said certificate of deposit and deems it to be sufficient in its form.

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby accepts the certificate of deposit in the sum of Eighty Eight Thousand Dollars (\$88,000.00) issued to the Town of Riverhead; and be it further

RESOLVED, that the Town Clerk of the Town of Riverhead is hereby authorized to forward a certified copy of this resolution to East End Vineyards, LLC, 21548 Jamaica Avenue, Queens Village, New York, 11428; the Building Department; the Planning Department and the Town Attorney's Office.

THE VOTE
Dunleavy yes no Bartunek yes no
Blas yes no Densieski yes no
Cardinale yes no
THE RESOLUTION WAS WAS NOT
THEREFORE DULY ADOPTED

May 24, 2007

TOWN OF RIVERHEAD

Adopted

Resolution # 507

APPOINTS STUDENT INTERNS TO THE ACCOUNTING DEPARTMENT

COUNCILWOMAN BLASS offered the following resolution, which was seconded by COUNCILMAN DENSIESKI

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

**WHEREAS**, this position was duly advertised for, interviews were conducted, and

**WHEREAS**, the recommendation of the Financial Administrator and the Personnel Committee has been received.

**NOW, THEREFORE, BE IT RESOLVED**, that effective May 29, 2007 through September 15, 2007 Ray Thompson and William Torre are hereby appointed to the positions of Student Intern II at the hourly rate of \$10.00.

**BE IT FURTHER, RESOLVED**, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to Ray Thompson and William Torre, the Accounting Department, and the Personnel Officer.

The Vote

Dunleavy ~~Yes~~ No      Bartunek ~~Yes~~ No

Blass ~~Yes~~ No      Densieski ~~Yes~~ No

Cardinale ~~Yes~~ No

THE RESOLUTION  WAS    WAS NOT

**THEREFORE DULY ADOPTED**

May 24, 2007

TOWN OF RIVERHEAD

Adopted

Resolution # 508

APPOINTS PUMPOUT BOAT OPERATOR IN THE POLICE DEPARTMENT

~~COUNCILMAN DUNLEAVY~~ offered the following resolution, which was seconded by COUNCILMAN BARTUNEK

WHEREAS, the need for a Pumpout Boat Operator exists in the Police Department, and

WHEREAS, this position was duly advertised for, interviews were conducted, and

WHEREAS, pursuant to a completed background investigation, the recommendation of the Chief of Police and the Personnel Committee has been received.

NOW, THEREFORE, BE IT RESOLVED, that effective May 29, 2007 through September 15, 2007 Sean Edenfield is hereby appointed to the position of Pumpout Boat Operator at the hourly rate of \$10.00.

BE IT FURTHER, RESOLVED, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to Sean Edenfield, the Police Department, and the Personnel Officer.

The Vote

Dunleavy ~~Yes~~ No

Bartunek ~~Yes~~ No

Blass ~~Yes~~ No

Densieski ~~Yes~~ No

Cardinale ~~Yes~~ No

THE RESOLUTION ~~X~~ WAS        WAS NOT

THEREFORE DULY ADOPTED

May 24, 2007

# Tabled

## TOWN OF RIVERHEAD

Resolution # 509

### APPROVES TRANSFER OF PUBLIC SAFETY DISPATCHER

COUNCILMAN DENSIESKI offered the following  
resolution, which was seconded by COUNCILMAN DUNLEAVY

**WHEREAS**, Public Safety Dispatcher Amy Hertling has requested authorization from the Town of Riverhead to transfer to Southampton Village effective June 11, 2007.

**NOW THEREFORE, BE IT RESOLVED**, that the Town Board agrees to approve the request of transfer from Amy Hertling effective June 11, 2007.

**BE IT FURTHER, RESOLVED** that the Town Clerk be and is hereby directed to forward a copy of this resolution to Amy Hertling, the Chief of Police and the Personnel Officer.

#### The Vote

Dunleavy	<del>Yes</del> No	Bartunek	<del>Yes</del> No
Blass	<del>Yes</del> No	Densieski	<del>Yes</del> No
Cardinale	<del>Yes</del> No		

THE RESOLUTION ~~\_\_\_~~ WAS ~~\_\_\_~~ WAS NOT

THEREFORE DULY ADOPTED

# Tabled

May 24, 2007

Adopted

TOWN OF RIVERHEAD

Resolution # 510

RATIFIES THE APPOINTMENT OF A LAW INTERN TO THE TOWN ATTORNEY'S OFFICE

COUNCILWOMAN BLASS offered the following resolution, which was seconded by COUNCILMAN BARTUNEK

WHEREAS, the need for a Law Intern exists in the Town Attorney's Office, and WHEREAS, the funding for the internship is provided through the Human Rights Internship Program, and

WHEREAS, the recommendation of the Town Attorney and the Personnel Committee has been received.

NOW, THEREFORE, BE IT RESOLVED, that effective May 22, 2007 through September 15, 2007 the Town Board hereby ratifies the appointment of Christopher Coverdale to the position of Law Intern.

BE IT FURTHER, RESOLVED, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to Christopher Coverdale, the Town Attorney's Office, and the Personnel Officer.

The Vote

Dunleavy  Yes  No

Bartunek  Yes  No

Blass  Yes  No

Densieski  Yes  No

Cardinale  Yes  No

THE RESOLUTION  WAS  WAS NOT

THEREFORE DULY ADOPTED

TB 5/24/07

TOWN OF RIVERHEAD

Adopted

RESOLUTION # 511

AUTHORIZES THE TOWN CLERK TO ADVERTISE FOR BIDS ON A TAG-A-LONG TRAILER

COUNCILMAN DUNLEAVY

OFFERED THE FOLLOWING

RESOLUTION WHICH WAS SECONDED BY

COUNCILWOMAN BLASS

RESOLVED, that the Town Clerk of the Town of Riverhead be and is hereby authorized to publish and post a notice to bidders for the purpose of receiving sealed bids for a purchase of a TAG- A-LONG TRAILER for the use of the Town of Riverhead Highway Department, AND BE IT,

RESOLVED, that the specifications and forms for bidding be prepared by the Superintendent of Highways, and all bids to be returnable up to 11:00 A.M. on June 15, 2007, AND BE IT FURTHER,

RESOLVED, that the Town Clerk of the Town of Riverhead be and is hereby authorized to open publicly and read aloud on June 15, 2007 at 11:00A.M. at the Town Clerk's office, Town Hall, 200 Howell Avenue, Riverhead, New York, all sealed bids bearing the designation "BID ON A TAG-A-LONG TRAILER".

*5/24/07*

THE VOTE

Dunleavy	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no	Bartunek	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no
Blass	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no	Densieski	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no
Cardinale	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no			

THE RESOLUTION 7 WAS 7 WAS NOT THEREFORE DULY ADOPTED

## NOTICE TO BIDDERS

Sealed bids for the purchase of "TAG-A-LONG TRAILER" for the use of the Riverhead Highway Department will be received by the Town Clerk of the Town of Riverhead at the Town Hall, 200 Howell Avenue, Riverhead, New York 11901 until 11:00 A.M. on June 15, 2007.

Instructions for bidders, specifications and forms may be obtained at the office of the Town Clerk at the Town Hall Monday through Friday 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".

All bids will be submitted on the bid form provided. Any and all exceptions to the specifications will be listed on a separate sheet of paper bearing the designation "Exceptions to the Specifications", and attached to the bid form.

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

All bids will be submitted in a sealed envelope bearing the designation "**BID on TAG-A-LONG TRAILER**" and addressed to: TOWN CLERK, TOWN OF RIVERHEAD, 200 HOWELL AVENUE, RIVERHEAD, NEW YORK 11901.

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF RIVERHEAD  
BARBARA A. GRATTAN, TOWN CLERK

# Tabled

TOWN OF RIVERHEAD

Resolution # 512

**AUTHORIZES THE RETENTION OF THE LAW FIRM OF JASPAN SCHLESINGER  
HOFFMAN LLP AS SPECIAL COUNSEL**

COUNCILMAN DENSIESKI

\_\_\_\_\_ offered the following resolution, which was seconded by

COUNCILMAN BARTUNEK  
\_\_\_\_\_ :

**WHEREAS**, the Town Board desires to retain the firm of Jaspan Schlesinger Hoffman, LLP to act as special appellate counsel in connection with the following Supreme Court matter entitled The Town of Riverhead v. Central Barrens Joint Planning and Policy Commission.

**NOW THEREFORE BE IT RESOLVED**, that the Town Board of the Town of Riverhead hereby authorizes the Law Firm of Jaspan Schlesinger Hoffman LLP to act as legal counsel in connection with the aforementioned Supreme Court litigation at the rate of \$225.00 per hour; and be it further

**RESOLVED**, that the Riverhead Town Board hereby authorizes the Supervisor to execute the Retainer Agreements; and be it further

**RESOLVED**, that the Town Clerk is hereby directed to forward a certified copy of this resolution to the Law Firm of Jaspan Schlesinger Hoffman, LLP., 300 Garden City Plaza, Garden City, New York, 11530 ; and send notification to the Office of the Supervisor; the Town Attorney's Office and the Office of Accounting.

DUNLEAVY  YES \_\_\_ NO    BARTUNEK  YES \_\_\_ NO  
BLASS  YES \_\_\_ NO    DENSIESKI  YES \_\_\_ NO  
CARDINALE  YES \_\_\_ NO

THIS RESOLUTION  IS \_\_\_ IS NOT  
DECLARED DULY ~~ADOPTED~~

# Tabled

5/24/07

Adopted

TOWN OF RIVERHEAD

Resolution # 513

**RATIFIES THE AUTHORIZATION FOR THE SUPERVISOR TO EXECUTE A DWI ENFORCEMENT AGREEMENT BETWEEN THE COUNTY OF SUFFOLK AND THE TOWN OF RIVERHEAD (STOP-DWI Program)**

COUNCILMAN BARTUNEK offered the following resolution, was seconded by

COUNCILMAN DUNLEAVY :

**NOW THEREFORE BE IT HEREBY RESOLVED**, that the Town Board of the Town of Riverhead hereby ratifies the authorization for the Supervisor to execute the attached DWI Enforcement Agreement between the County of Suffolk and the Town of Riverhead; and be it further

**RESOLVED**, that the Town Clerk is hereby directed to forward a certified copy of this resolution to Police Chief David Hegermiller; the Office of the Town Attorney and the Office of Accounting.

**THE VOTE**

Dunleavy  yes \_\_\_ no \_\_\_ Bartunek  yes \_\_\_ no \_\_\_  
Blass  yes \_\_\_ no \_\_\_ Densieski  yes \_\_\_ no \_\_\_  
Cardinale  yes \_\_\_ no \_\_\_

**THE RESOLUTION  WAS \_\_\_ WAS NOT THEREFORE DULY ADOPTED**

### DWI Enforcement Agreement

This Agreement, made between the County of Suffolk (County), a municipal corporation of the State of New York, having its principal office at the County Center, Riverhead, New York 11901, acting through its duly constituted Suffolk County Department of Probation/STOP-DWI Program (Department), located at H. Lee Dennison Building, 11<sup>th</sup> floor, 100 Veterans Memorial Highway, Hauppauge, New York (mailing address: Box 6100, Hauppauge, New York 11788-0099) and the Town of Riverhead (Contractor), a New York municipal corporation, having its principal place of business at 200 Howell Avenue, Riverhead, New York 11901-2516.

The parties hereto desire to make available to the County increased enforcement services (Services) of New York State vehicle and traffic laws relating to drinking and driving. Sufficient funding exists in the 2007 Suffolk County Operating Budget.

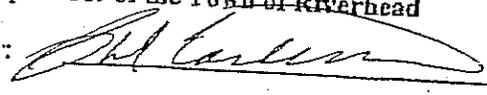
**Term of Agreement:** Shall be January 1, 2007 through December 31, 2007.

**Total Cost of Agreement:** Shall not exceed \$25,000.00

**Terms and Conditions:** Shall be as set forth in Exhibit A through G; attached hereto and made a part hereof.

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

**The Honorable Phil Cardinale**  
Supervisor of the Town of Riverhead

  
\_\_\_\_\_

[Please print name and title under signature]  
Fed. Taxpayer ID #: \_\_\_\_\_

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

County of Suffolk

By: \_\_\_\_\_  
Paul Sabarino II  
Chief Deputy County Executive

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

Approved as to Legality:  
Christine Malafi  
Suffolk County Attorney

By: \_\_\_\_\_  
Samantha N. McEachin  
Assistant County Attorney

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

Approved:

By: \_\_\_\_\_  
James Golbin  
Chief Planner  
Suffolk County Probation Department

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

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**The Honorable Phil Cardinale**  
Supervisor of the Town of Riverhead

**County of Suffolk**

By: Phil Cardinale

By: \_\_\_\_\_  
Paul Sabatino II  
Chief Deputy County Executive

[Please print name and title under signature]  
Fed. Taxpayer ID #: \_\_\_\_\_

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

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

Approved as to Legality:  
Christine Malafi  
Suffolk County Attorney

Approved:

By: \_\_\_\_\_  
Samantha N. McEachin  
Assistant County Attorney

By: \_\_\_\_\_  
James Golbin  
Chief Planner  
Suffolk County Probation Department

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

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

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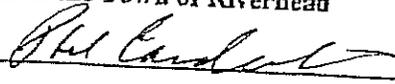
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**The Honorable Phil Cardinale**  
Supervisor of the Town of Riverhead

: 

[Please print name and title under signature]  
Fed. Taxpayer ID #: \_\_\_\_\_

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

Approved as to Legality:  
Christine Malafi  
Suffolk County Attorney

By: \_\_\_\_\_  
Samantha N. McEachin  
Assistant County Attorney

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

County of Suffolk

By: \_\_\_\_\_  
Paul Sabarino II  
Chief Deputy County Executive

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

Approved:

By: \_\_\_\_\_  
James Golbin  
Chief Planner  
Suffolk County Probation Department

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

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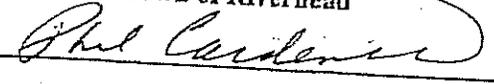
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**The Honorable Phil Cardinale**  
Supervisor of the Town of Riverhead



[Please print name and title under signature]

Fed. Taxpayer ID #: \_\_\_\_\_

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

County of Suffolk

By: \_\_\_\_\_  
Paul Sabatino II  
Chief Deputy County Executive

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

Approved as to Legality:  
Christine Malafi  
Suffolk County Attorney

By: \_\_\_\_\_  
Samantha N. McEachin  
Assistant County Attorney

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

Approved:

By: \_\_\_\_\_  
James Golbin  
Chief Planner  
Suffolk County Probation Department

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

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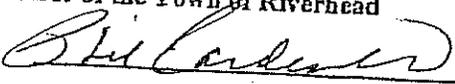
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**The Honorable Phil Cardinale**  
Supervisor of the Town of Riverhead

By: 

County of Suffolk

By: \_\_\_\_\_  
Paul Sabatino II  
Chief Deputy County Executive

[Please print name and title under signature]  
Fed. Taxpayer ID #: \_\_\_\_\_

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

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

Approved as to Legality:  
Christine Malafi  
Suffolk County Attorney

Approved:

By: \_\_\_\_\_  
Samantha N. McEachin  
Assistant County Attorney

By: \_\_\_\_\_  
James Golbin  
Chief Planner  
Suffolk County Probation Department

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

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

List of Exhibits

**Exhibit A**  
**General Terms and Conditions**

1. Responsibilities of the Parties
2. Term and Termination
3. Indemnification
4. Insurance
5. Independent Contractor
6. Severability
7. Merger; No Oral Changes
8. Set-Off Rights
9. Non-discrimination in Employment and Affirmative Action
10. Non-discrimination in Services
11. Governing Law
12. No Implied Waiver
13. Conflicts of Interest
14. Cooperation on Claims
15. Confidentiality
16. Assignment and Subcontracting
17. No Intended Third Party Beneficiaries
18. Publications and Publicity
19. Copyrights and Patents
20. Service Records
21. County Supervision

**Exhibit B**  
**Suffolk County Legislative Requirements**

1. Contractor's/Vendor's Public Disclosure Statement
2. Living Wage Law
3. Use of County Resources to Interfere with Collective Bargaining Activities Local Law No. 26-2003
4. Gratuities
5. Prohibition Against Contracting with Corporations that Reincorporate Overseas
6. Child Sexual Abuse Reporting Policy
7. Non Responsible Bidder
8. Use of Funds in Prosecution of Civil Actions Prohibited
9. Certification as to Relationships
10. Lawful Hiring of Employees Law
11. Suffolk County Local Laws Website Address

**Exhibit C**  
**Notices and Contact Persons**

**Exhibit D**  
**Description of Services / Workplan and Budget**

Law No. \_\_\_\_\_  
Rev. 02/08/07  
STOP-DWI Municipal Enforcement

IFMS No. SC PRO 0000000 \_\_\_\_\_

**Exhibit E**  
**Payment Terms**

1. General Payment Terms and Conditions
2. Agreement Subject to Appropriation of Funds / Contingency
3. Financial Statements and Audit Requirements

**Exhibit F**  
**Suffolk County Stop DWI Reporting Forms (4 pages)**

**Exhibit G**  
**Other Exhibit**  
**"Suffolk County Legislative Requirements Exhibit for Contracts"**

**I Suffolk County Living Wage Requirements**

Suffolk County Department of Labor - Living Wage Unit  
Notice of Application for County Compensation Form LW-1 (consists of 1 page)

Suffolk County Department of Labor - Living Wage Unit  
Certification/Declaration - Subject to Audit Form LW-38 (consists of 1 page)

**II Contractor's/Vendor's Public Disclosure Statement Form SCEX 22; rev. 3/30/04 (form consists of three pages; requires signature & notarization)**

Note: The Contractor's/Vendor's Public Disclosure Statement Form SCEX 22; rev. 3/30/04,

**III Union Organizing Certification/Declaration - Subject to Audit; rev. 6/05 Form LO1 (consists of 2 pages)**

**IV Lawful Hiring Compliance Requirements**

Notice of Application to Certify Compliance with Federal Law (8 U.S.C. Section 1324A) with Respect to Lawful Hiring of Employees (consists of 1 page)

Affidavit of Compliance with the Requirements of (8 U.S.C. Section 1324A) with Respect to Lawful Hiring of Employees (consists of 1 page)

**Exhibit A**  
**General Terms and Conditions**

**1. Responsibilities of the Parties**

The duties of Contractor shall be to shall be to provide enhanced DWI enforcement services for the County, as more particularly described in Exhibit D, entitled "Description of Services." attached to and made part of this Agreement.

The Contractor shall perform such professional services as may be necessary to accomplish the work required to be performed under and in accordance with this Agreement. The Contractor specifically represents and warrants that it has and shall possess, and that its employees, agents and subcontractors have and shall possess, the required education, knowledge and experience, if any, necessary to qualify them individually for the particular duties they perform.

**2. Term and Termination**

**a. Term**

This Agreement shall cover the period set forth on page one of this Agreement, unless sooner terminated as provided below. Upon receipt of a Termination Notice, as that term is defined below, pursuant to the following paragraphs, the Contractor shall promptly discontinue all Services affected, unless otherwise directed by the Termination Notice.

**b. Termination for Cause**

This Agreement may be terminated in whole or in part in writing by the County in the event of failure by Contractor to fulfill any of the terms and conditions under this Agreement; provided that no such termination shall be effective unless Contractor is given five (5) calendar days' written notice of intent to terminate ("Notice of Intent to Terminate"), delivered personally or by certified mail, return receipt requested. During such five (5) day period, Contractor will be given an opportunity for consultation with the County and an opportunity to cure all failures of its obligations prior to termination. Prior to issuance of a written termination notice ("Termination Notice") by the County, Contractor shall be given an additional five (5) days to cure all failures to fulfill its obligations under this Agreement. In the event that the Contractor has not cured all its failures to fulfill its obligations to the satisfaction of the County by the end of the combined ten (10) day period, the County will issue a Termination Notice, effective immediately.

**c. Termination for Convenience**

- i. The County shall have the right to terminate this Agreement at any time and for any reason deemed to be in its best interest, provided that no such termination shall be effective unless the Contractor is given thirty (30) calendar days' written notice of termination.
- ii. Upon giving of a notice pursuant to the foregoing sub-paragraph, the Contractor shall promptly discontinue all services affected unless otherwise directed by the notice of termination.
- iii. In such event of termination, the County shall pay the Contractor for the services rendered through the date of termination.

3. Indemnification

The Contractor agrees that it shall protect, indemnify and hold harmless the County and its officers, officials, employees, contractors, agents and other persons from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and reasonable attorneys' fees, arising out of the acts or omissions or the negligence of the Contractor in connection with the services described or referred to in this Agreement. The Contractor shall defend the County and its officers, officials, employees, contractors, agents and other persons in any suit, including appeals, or at the County's option, pay reasonable attorney's fees for defense of any such suit arising out of the acts or omissions or negligence of the Contractor, its officers, officials, employees, subcontractors or agents, if any, in connection with the services described or referred to in this Agreement.

4. Insurance

a. The Contractor agrees to procure, pay the entire premium for and maintain throughout the term of this Agreement, insurance in amounts and types specified by the County and as may be mandated and increased from time to time. The Contractor agrees to require that all of its subcontractors, in connection with work performed for the Contractor related to this Agreement, procure, pay the entire premium for and maintain throughout the term of this Agreement insurance in amounts and types equal to that specified by the County for the Contractor. Unless otherwise specified by the County and agreed to by the Contractor, in writing, such insurance shall be 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.
- ii. Automobile Liability insurance (if any vehicles are used by the Contractor in the performance of this Agreement) 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. Worker's 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. Contractor shall furnish to the County, prior to its execution of this Agreement, 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, this Agreement shall be void and of no effect unless the Contractor shall provide and maintain coverage during the term of this Agreement 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. All policies providing such coverage shall be issued by insurance companies with an A.M. Best rating of A- or better.

c. The Contractor shall furnish to the County Declaration Pages for each such policy of insurance and upon request, 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, the County of Suffolk shall be named as an additional insured and the Contractor shall furnish a Declaration Page and endorsement page evidencing the County's status as an additional insured on said policy.

- d. All such Declaration Pages, certificates and other evidence of insurance shall provide for the County of Suffolk to be notified in writing thirty (30) days prior to any cancellation, nonrenewal or material change in said policies. Such Declaration Pages, certificates, policies and other evidence of insurance and notices shall be mailed to the Department at its address as set forth in this Agreement in the paragraph entitled "Notices and Contact Persons" or at such other address of which the County shall have given the Contractor notice in writing.
- e. In the event Contractor shall fail to provide the Declaration Pages or certificates of insurance or to maintain any insurance required by this Agreement, the County may, but shall not be required to, obtain such policies and deduct the cost thereof from payments due Contractor under this Agreement or any other agreement between the County and Contractor.
- f. If the Contractor is a town or other municipal corporation and has a self-insurance program under which it acts as a self-insurer for any of such required coverage, it may provide self-funded coverage and certificates or other evidence of such self-insurance in lieu of insurance issued by insurance companies.

**5. Independent Contractor**

It is expressly agreed that the Contractor status hereunder is that of an independent contractor. Neither the Contractor, nor any person hired by the Contractor shall be considered employees of the County for any purpose.

**6. Severability**

It is expressly agreed that if any term or provision of this Agreement, or the application thereof to any person or circumstance, shall be held invalid or unenforceable to any extent, the remainder of this Agreement, 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 this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

**7. Merger; No Oral Changes**

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

**8. Set-Off Rights**

The County shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the County's option to withhold, for the purposes of set-off, any moneys due to the Contractor under this contract up to any amounts due and owing to the County with regard to this contract and/or any other contract with any County department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the County for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The County shall exercise its set-off rights in accordance with normal County practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the County agency, its representatives, or the County Comptroller, and only after legal consultation with the County Attorney.

**9. Non-discrimination in Employment and Affirmative Action**

The Contractor agrees in connection with the performance of this Agreement that the Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability, sexual orientation, military status or marital status, and will undertake or continue existing programs of affirmative action to ensure that women and minority group members are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

**10. Non-discrimination in Services**

During the performance of this Agreement:

- a. The Contractor shall not, on the grounds of race, creed, color, national origin, sex, age, disability, sexual orientation, military status or marital status:
  - i. deny any individual any services or other benefits provided pursuant to this Agreement; or
  - ii. provide any services or other benefits to an individual that are different, or are provided in a different manner, from those provided to others pursuant to this Agreement; or
  - iii. subject an individual to segregation or separate treatment in any matter related to the individual's receipt of any service(s) or other benefits provided pursuant to this Agreement; or
  - iv. restrict an individual in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any services or other benefits provided pursuant to this Agreement; or
  - v. treat an individual differently from others in determining whether or not the individual satisfies any eligibility or other requirements or condition which individuals must meet in order to receive any aid, care, service(s) or other benefits provided pursuant to this Agreement.
- b. The Contractor shall not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, creed, color, national origin, sex, age, disability, sexual orientation, military status or marital status, or have the effect of defeating or substantially impairing accomplishment of the objectives of this Agreement in respect to individuals of a particular race, creed, color, national origin, sex, age, disability, sexual orientation, military status or marital status, in determining:
  - i. the types of service(s) or other benefits to be provided, or
  - ii. the class of individuals to whom, or the situations in which, such service(s) or other benefits will be provided; or
  - iii. the class of individuals to be afforded an opportunity to receive services.

**11. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflict of laws. Venues shall be designated in Suffolk County, New York or the United States District Court for the Eastern District of New York.

**12. No Implied Waiver**

No waiver shall be inferred from any failure or forbearance of the County to enforce any provision of this Agreement in any particular instance or instances, but the same shall otherwise remain in full force and effect notwithstanding any such failure or forbearance.

**13. Conflicts of Interest**

- a. The Contractor agrees that it will not during the term of this Agreement engage in any activity that is contrary to and/or in conflict with the goals and purposes of the County.
- b. 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 so long as the Contractor is retained on behalf of the County. The determination as to whether or when a conflict exists or may potentially exist shall ultimately be made by the County Attorney after full disclosure is obtained.

**14. Cooperation on Claims**

Each of the parties hereto agrees to render diligently to the other party, without additional compensation, any and all cooperation, that may be required to defend the other party, its employees and designated representatives against any claim, demand or action that may be brought against the other party, its employees or designated representatives in connection with this Agreement.

**15. Confidentiality**

Any records, reports or other documents of the County or any of its agencies used by Contractor pursuant to this Agreement or any documents created as a part of this Agreement 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 assign, transfer, convey, sublet, or otherwise dispose of this Agreement, or any of its right, title or interest therein, or its power to execute the Agreement, or assign all or any portion of the monies that may be due or become due hereunder, to any other person or corporation, without the prior consent in writing of the County, and any attempt to do any of the foregoing without such consent shall be of no effect.
- b. The Contractor shall not enter into subcontracts for any of the work contemplated under this Agreement without obtaining prior written approval of the County. Such subcontracts shall be subject to all of the provisions of this Agreement and to such other conditions and provisions as the County may deem necessary, provided, however, that notwithstanding the foregoing, unless otherwise provided in this Agreement, such prior written approval shall not be required for the purchase of articles, supplies, equipment and services which are incidental to, but necessary for, the performance of the work required under this Agreement. No approval by the County of any subcontract shall provide for the incurrence of any obligation by the County in addition to the total agreed upon price. The Contractor shall be responsible for the performance of any subcontractor for the delivery of service.

**17. No Intended Third Party Beneficiaries**

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

**18. Publications and Publicity**

- a. The Contractor shall not issue or publish any book, article, report or other publication related to the Services proded pursuant to this Agreement without first obtaining written prior approval from the County. Any such printed matter or other publication shall contain the following statement in clear and legible print:  
"This publication is fully or partially funded by SUFFOLK COUNTY STOP-DWL"
- b. Furthermore, the STOP-DWI logo shall be prominently displayed on any publication, sign or other printed materials.
- c. The Department shall have the right of prior approval of press releases and any other information provided to the media, in any form, concerning the Services provided pursuant to this Agreement.

**19. Copyrights and Patents**

**a. Copyrights**

If the work of the Contractor under this Agreement 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, and the Contractor hereby gives to the County, and to any other municipality or government agency or body 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 under this Agreement makes any discovery or invention in the course of or as a result of work performed under this Agreement, the Contractor may apply for and secure for itself patent protection. However, the County reserves, and the Contractor hereby gives to the County, and to any other municipality or government agency or body designated by the County, a royalty-free, nonexclusive license to produce or otherwise use any item so discovered or patented.

**20. Service Records**

The contractor shall maintain, or cause to be maintained, service and time records for each service provided under this agreement, which will permit the reporting of the progress of each service on a monthly basis. Such reports shall be submitted on forms to be provided or approved by the county in accordance with the instructions therefore. Such reports shall be in the format attached as Exhibit F, but shall not necessarily be limited to the information specified.

**21. County Supervision**

It is agreed that the nature and extent of the services provided pursuant to this agreement shall be subject to the general supervision of the county's STOP-DWI Coordinator's Office. The Contractor further agrees to conduct the aforementioned program in a skillful manner to the best of its ability, and agrees to comply fully with the rules and regulations, criteria and guidelines for expenditure controls heretofore adopted or to be adopted by the County.

End of Text for Exhibit A.

**Exhibit B**  
**Suffolk County Legislative Requirements**

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

The Contractor represents and warrants that it has filed with the Comptroller of Suffolk County 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 said Comptroller on or before the 31st day of January in each year of this Agreement'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 this Agreement, 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 Agreement.

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

**2. Living Wage Law**

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

The Contractor represents and warrants that it has read and shall comply with the requirements of Suffolk County Code Chapter 347, Suffolk County Local Law No. 12-2001, the Living Wage Law.

Required Form: 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**  
**Local Law No. 26-2003**

The Contractor represents and warrants that it has read and is familiar with the requirements of Chapter 466, Article 1 of the Suffolk County Local Laws, "Use of County Resources to Interfere with Collective Bargaining Activities". County Contractors (as defined) shall comply with all requirements of Local Law No. 26-2003 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. The County of Suffolk shall not use County funds to assist, promote, or deter union organizing.
- d. 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 Contractor 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 Contractor services are for the provision of human services and such services are not to be performed on County property, the Contractor must adopt, at the least, a neutrality agreement.

Under the provisions of Local Law No. 26-2003, the County shall have the authority, under appropriate circumstances, to terminate this Agreement 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. Gratuities**

The Contractor represents and warrants that it has not offered or given any gratuity to any official, employee or agent of Suffolk County or New York 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, and that the signer of this Agreement has read and is familiar with the provisions of Local Law No. 32-1980 of Suffolk County (Chapter 386 of the Suffolk County Code).

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

The Contractor represents that it is in compliance with Suffolk County Administrative Code Article IV, §§A4-13 and A4-14, found in Suffolk County Local Law No. 20-2004, entitled "A Local Law To Amend Local Law No. 5-1993, To Prohibit The County of Suffolk From Contracting With Corporations That Reincorporate Overseas." 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.

**6. Child Sexual Abuse Reporting Policy**

The Contractor agrees to comply with Chapter 577, Article IV, 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 this Agreement with regard to child sexual abuse reporting policy.

**7. Non Responsible Bidder**

The Contractor represents and warrants that it has read and is familiar with the provisions of Suffolk County Code Chapter 143, Article II, §§143-5 through 143-9. Upon signing this Agreement the Contractor certifies that he, she, it, or they have 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 the provision of Section 143-5 of the Suffolk County Code under "Nonresponsible Bidder."

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

Pursuant to the Suffolk County Code Section §590-3, the Contractor represents that it shall not use any of the moneys received under this Agreement, either directly or indirectly, in connection with the prosecution of any civil action against the County of Suffolk or any of its programs, funded by the County, in part or in whole, in any jurisdiction or any judicial or administrative forum.

9. Certification as to Relationships

Pursuant to the Suffolk County Code Chapter 143, Article II, and Suffolk County Code § 143-6(B) specifically, the parties to this Agreement hereby certify that, other than the funds provided in this Agreement and other valid Agreements with the County, there is no known relationship within the third degree of consanguinity, life partner, or business, commercial, economic, or financial relationship between the parties, the signatories to this Agreement, and any partners, members, directors, or shareholders of five percent (5%) (or more) of any party to this Agreement.

10. Lawful Hiring of Employees Law

This Agreement is subject to the Lawful Hiring of Employees Law of the County of Suffolk (Local Law 52-2006). 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 this agreement.

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

The Contractor represents and warrants that it has read, is in compliance with, and shall comply with the requirements of Suffolk County Code Chapter 234, Suffolk County Local Law No. 52-2006, the Lawful Hiring of Employees Law.

Required Forms: "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" and "Affidavit Of Compliance With The Requirements Of 8 U.S.C. Section 1324a With Respect To Lawful Hiring Of Employees"

Law No. \_\_\_\_\_

Rev. 02/08/07

STOP-DWI Municipal Enforcement

IFMS No. SC PRO 0000000 \_\_\_\_\_

**11. Suffolk County Local Laws**

Suffolk County Local Laws, Rules and Regulations can be found on the Suffolk County web site at [www.suffolkcountyny.gov](http://www.suffolkcountyny.gov). Click on "Laws of Suffolk County" under "Suffolk County Links".

**End of Text for Exhibit B**

**Exhibit C**  
**Notices and Contact Persons**

**1. Notices Relating to Payments, Reports, Insurance, or Other Submissions.**

Any communication, notice, claim for payment, report, insurance, or other submission necessary or required to be made by the parties regarding this Agreement shall be in writing and shall be given to the County or the Contractor or their designated representative at the following addresses or at such other address that may be specified in writing by the parties and must be delivered as follows:

**For the Department:**  
**By Regular Mail or Nationally Recognized Courier**

Maria Perez-Lent, STOP-DWI Coordinator  
H. Lee Dennison Bldg., 11<sup>th</sup> Flr  
100 Veterans Memorial Hwy  
P.O. Box 6100  
Hauppauge, NY 11788

**For the Contractor:**  
**By Regular Mail or Nationally Recognized Courier**

At the address set forth on page one of this Agreement, attention of the person who executed this Agreement or such other designee as the parties may agree in writing.

**2. Notices Relating to Termination and/or Litigation**

In the event the Contractor receives a notice or claim or becomes a party (plaintiff, petitioner, defendant, respondent, third party complainant, third party defendant) to a lawsuit or any legal proceeding related to this Agreement, the Contractor shall immediately deliver to the County Attorney, at the address set forth below, copies of all papers filed by or against the Contractor.

Any communication or notice regarding termination shall be in writing and shall be given to the County or the Contractor or their designated representative at the following addresses or at such other addresses that may be specified in writing by the parties and must be delivered as follows:

**For the County:**  
**By Regular and Certified Mail in Postpaid Envelope or by**  
**Nationally Recognized Courier Service**

Maria Perez-Lent, STOP-DWI Coordinator  
H. Lee Dennison Bldg., 11<sup>th</sup> Flr  
100 Veterans Memorial Hwy  
P.O. Box 6100  
Hauppauge, NY 11788

and

Christine Malafi, County Attorney  
Suffolk County Department of Law  
H. Lee Dennison Building  
100 Veterans Memorial Highway  
Hauppauge, New York 11788

**For Contractor:**  
**By Regular and Certified Mail in Postpaid Envelope or by**  
**Nationally Recognized Courier Service**

At the address set forth on page one of this Agreement, attention to the person who executed this Agreement or such other designee as the parties may agree in writing.

3. Notices sent shall be deemed delivered on the date they are mailed or deposited with a nationally recognized overnight courier service.
4. Each party shall give prompt written notice to the other party of the appointment of successor(s) to the designated contact person(s) or his or her designated successor(s).

**End of Text for Exhibit C**

Exhibit D  
Description of Services  
Workplan / Budget

Workplan:

The primary goal of this project is the suppression of drunk driving through intensified police patrols to identify vehicle and traffic violations related to drunk driving. This will result in an increased number of arrests for driving while intoxicated and a reduction of alcohol related crashes and fatalities.

Funding will be used by this agency to schedule police officers for overtime to patrol duties exclusively to identify and arrest the intoxicated driver, as well as related training and warrant enforcement. The hours of enforcement shall include times and days which have historically reflected high incidences of drunk driving, alcohol related crashes and fatalities. Scheduling may be organized due to seasonal traffic considerations and other activities related to incidences of drinking and driving. Scheduling of personnel will be dependent upon availability of staff.

Budget:

ITEMIZED EXPENDITURE CATEGORIES

Personnel Services -- Salaries: \$25,000.00 (Overtime)  
Fringe Benefits: \$0,000.00

(Police Officer(s) at various rates established by public employees' contracts)

Total of Personnel Services: \$25,000.00

Total of All Services: \$25,000.00

The total amount of this contract is to be expended on or prior to 12/31/07 in accordance with this Work Plan or any approved revisions/modifications to the Work Plan and/or Budget as provided by the contract between the County and the Contractor.

All other costs related to administration, staff support and related operational equipment are in-kind contributed by the Contractor.

The Contractor will be responsible for issuing timely reports in oral presentations and in writing on the status of pending and proposed activities, as may reasonably be requested by the Department. Depending upon the nature of the services provided under this Agreement, the parties may meet from time to time; the meeting time, place and attendees shall be as mutually agreed upon by the parties. All written reports will also be made available to the County in electronic format.

--- END OF EXHIBIT D ---

Exhibit E  
Payment Terms

1. General Payment Terms

- a. The Contractor shall prepare and present a claim form supplied by the County and approved for payment by the County ("Suffolk County Payment Voucher"). Payment by the County will be made within thirty (30) days after approval by the Comptroller of the County of Suffolk.
- b. The Contractor agrees that it shall be entitled to no more than the fees set forth in this Exhibit E for the completion of all work, labor and services contemplated in this Agreement.
- c. The charges payable to Contractor under this Agreement are exclusive of federal, state and local taxes, the County being a municipality exempt from payment of such taxes.
- d. The acceptance by the Contractor of full payment of all billings made on the final approved Suffolk County Payment Voucher under this Agreement shall operate as and shall be a release to the County from all claims and liability to the Contractor, its successors, legal representatives and assigns, for services rendered under this Agreement.

2. Agreement Subject to Appropriation of Funds / Contingency

This Agreement is subject to the amount of funds appropriated and any subsequent modifications thereof by the Suffolk County Legislature. This Agreement is further subject to and contingent upon the County of Suffolk's continuance as a participating County in the New York State STOP-DWI Program as provided by Section 1197 of the Vehicle and Traffic Law and upon approval of the County's STOP-DWI Plan for the County Operating Budget year referred to on the first page of this Agreement by the Commissioner of Motor Vehicles of the State of New York.

No liability shall be incurred by the County under this Agreement beyond the amount of funds appropriated by the Legislature for the Services covered by this Agreement.

3. 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 fiscal year in which the Contractor has received, or will receive, \$300,000 or more from the County, whether under this Agreement or otherwise, and shall submit a report 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 is encouraged to solicit requests for proposals (RFPs) from a number of qualified accounting firms and to review carefully the costs of, and qualifications for, this type of work before selecting the Auditor.
- b. The Auditor should be required to meet the following minimum requirements:
  - i. a current license issued by the New York State Education Department;
  - ii. sufficient auditing experience in the nonprofit, governmental or profit-making areas, as applicable; and
  - iii. a satisfactory peer review issued within not more than three 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 (GAGAS). 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. Furthermore, if the Contractor is a non-profit organization or unit of local government and expends \$500,000 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 period within which it receives funding under this Agreement ("fiscal year"), 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 just referred to.
- e. The Contractor must submit 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 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 should include ALL Federal funding received directly from the Federal government and ALL Federal funds passed through from the County and other pass-through entities.
- f. Copies of all financial statements, management letters, Single Audit Reports (if applicable) and other audit reports, if required, must be transmitted to the Department and to the Executive Director of Auditing Services at the address just set forth. 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 period to which the audit relates.
- g. These requirements do not preclude the Department or the Suffolk County Comptroller or their authorized representatives or Federal or State auditors from auditing the records of the Contractor. Therefore, the records of the Contractor must be made available to authorized representatives of Federal, State or County government for that purpose.

The provisions of the foregoing subparagraphs (a) through (g) of this paragraph shall survive the expiration or termination of this Agreement.

End of Text for Exhibit E

Law No. \_\_\_\_\_  
Rev. 02/08/07  
STOP-DWI Municipal Enforcement

IFMS No. SC PRO 0000000 \_\_\_\_\_

EXHIBIT F

SUFFOLK COUNTY STOP-DWI  
REPORTING FORMS

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EXHIBIT F consists of a total four pages,  
this page and four one page forms.





# Monthly Expenditure Report

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

To: Suffolk County STOP-DWI Program

From: \_\_\_\_\_

Project Budget Category	Budgeted Amount	Expended this Month	Total Expended to Date	Contract Period: From: _____ To: _____	Balance Remaining
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**PERSONAL SERVICES**

WAGES/SALARIES	\$	\$	\$	\$
FRINGE BENEFITS	\$	\$	\$	\$
<b>SUBTOTAL</b>	\$	\$	\$	\$

**OTHER THAN PERSONAL SERVICES**

SUPPLIES/MATERIALS	\$	\$	\$	\$
TRAVEL	\$	\$	\$	\$
EQUIPMENT PURCHASE	\$	\$	\$	\$
ALL OTHER COSTS	\$	\$	\$	\$
<b>SUB TOTAL</b>	\$	\$	\$	\$
<b>TOTAL PROJECT COSTS</b>	\$	\$	\$	\$

**CERTIFICATION:** I certify that the above information is a complete, accurate, and up-to-date portrayal of actual necessary expenditures made for my project during the time period indicated.

Project Director or Fiscal Officer: \_\_\_\_\_

Signature and Title

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

**INSTRUCTIONS:** The Project Director or Project Fiscal Officer must submit a Monthly Expenditure Report to the STOP-DWI Coordinator within ten days after the close of each month. Such report, when submitted in conjunction with "Standard Vouchers", will help monitor overall project progress, ensure proper cash flow to maintain the project, and help you plan and control expenditures for the duration of the project. All expenditures submitted should reflect only those incurred for the monthly period submitted.

**BUDGET AMMENDMENTS:** You may not exceed the Total Project Budgeted Amount or Project Budget Category Amounts without written approval, as per conditions of the contract. Expenditures may be disallowed if they exceed limitations without prior written approval from the County.

# Suffolk County STOP-DWI Monthly Arrest Report

Reporting Agency: \_\_\_\_\_ Month: \_\_\_\_\_ Year: \_\_\_\_\_

Total # of persons charged with 1192 Violations: \_\_\_\_\_

Total 1192 Violations by age groups:

Total # of charges for :

1192.1 \_\_\_\_\_

1192.2 \_\_\_\_\_

1192.2 & 3 \_\_\_\_\_

1192.3 \_\_\_\_\_

1192.4 \_\_\_\_\_

Total:

Males \_\_\_\_\_

Females \_\_\_\_\_

Under 18 \_\_\_\_\_

18 \_\_\_\_\_

19 \_\_\_\_\_

20 \_\_\_\_\_

21-24 \_\_\_\_\_

25-29 \_\_\_\_\_

30-34 \_\_\_\_\_

35-39 \_\_\_\_\_

40-44 \_\_\_\_\_

45-49 \_\_\_\_\_

50-54 \_\_\_\_\_

55-59 \_\_\_\_\_

60-64 \_\_\_\_\_

65-69 \_\_\_\_\_

70 & Over \_\_\_\_\_

Total 1192 Violations by Day of Week

Sunday \_\_\_\_\_

Monday \_\_\_\_\_

Tuesday \_\_\_\_\_

Wednesday \_\_\_\_\_

Thursday \_\_\_\_\_

Friday \_\_\_\_\_

Saturday \_\_\_\_\_

Total 1192 Violations by B.A.C.

# of refusals \_\_\_\_\_

# of "results unavail." \_\_\_\_\_

.05 \_\_\_\_\_ .18 \_\_\_\_\_

.06 \_\_\_\_\_ .19 \_\_\_\_\_

.07 \_\_\_\_\_ .20 \_\_\_\_\_

.08 \_\_\_\_\_ .21 \_\_\_\_\_

.09 \_\_\_\_\_ .22 \_\_\_\_\_

.10 \_\_\_\_\_ .23 \_\_\_\_\_

.11 \_\_\_\_\_ .24 \_\_\_\_\_

.12 \_\_\_\_\_ .25 \_\_\_\_\_

.13 \_\_\_\_\_ .26 \_\_\_\_\_

.14 \_\_\_\_\_ .27 \_\_\_\_\_

.15 \_\_\_\_\_ .28 \_\_\_\_\_

.16 \_\_\_\_\_ .29 \_\_\_\_\_

.17 \_\_\_\_\_ 30 or greater \_\_\_\_\_

Total 1192 Violations by time intervals:

6:01 a m to 6:00 pm \_\_\_\_\_

6:01 p m to 9:00 pm \_\_\_\_\_

9:01 p m to 12:00 am \_\_\_\_\_

12:01 a m to 3:00 am \_\_\_\_\_

3:01 a m to 6:00 am \_\_\_\_\_

Exhibit G  
Suffolk County Legislative Requirements Exhibit for Contracts.

This exhibit is attached to and is made part of the contract executed with the County.

I Suffolk County Living Wage Requirements

Suffolk County Department of Labor - Living Wage Unit  
Certification/Declaration - Subject to Audit Form LW-38 (consists of 1 page)

II Contractor's/Vendor's Public Disclosure Statement Form SCEX 22; rev. 3/30/04  
(form consists of three pages; requires signature & notarization)

Note: The Contractor's/Vendor's Public Disclosure Statement Form SCEX 22; rev. 3/30/04,

III Union Organizing Certification/Declaration - Subject to Audit; rev. 6/05

Form LO1 (consists of 2 pages)

IV Lawful Hiring Compliance Requirements

Notice of Application to Certify Compliance with Federal Law (8 U.S.C. Section 1324A)  
with Respect to Lawful Hiring of Employees (consists of 1 page)

Affidavit of Compliance with the Requirements of (8 U.S.C. Section 1324A)  
with Respect to Lawful Hiring of Employees (consists of 1 page)

# **Suffolk County Living Wage Documents**

**Suffolk County Living Wage Requirements Exhibit**  
**As Last Revised by the Suffolk County Department of Labor on 5/20/05**

Pursuant to Section 6 of Chapter 347 of the Suffolk County Local Law No. 12-2001, "A Local Law to Implement Living Wage Policy for the County of Suffolk" (the "Living Wage Law"), all RFPs, County contracts and financial compensation agreements subject to the law shall contain the following two paragraphs or substantially equivalent language:

This Agreement 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 compensations, (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 this Agreement and to seek other remedies as set forth therein, for violations of this Law.

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**Forms for Completion and/or Signature (as applicable)**

- Suffolk County Department of Labor – Living Wage Unit  
Notice of Application for County Compensation (Contract)  
Form LW-1 (consists of 1 page)
- Suffolk County Department of Labor - Living Wage Unit  
Certification/Declaration – Subject to Audit  
Form LW-38 (consists of 1 page) (Replaces LW2, LW3 and LW33)
- Suffolk County Department of Labor – Living Wage Unit  
Request for General Living Wage Exemption  
Form LW-4 (consists of 1 page)
- Suffolk County Department of Labor – Living Wage Unit  
Request for Specific Living Wage Exemption  
Form LW-5 (consists of 2 pages)

**Suffolk County Living Wage Requirements Exhibit**  
As Last Revised by the Suffolk County Department of Labor on 5/20/05

Note: Pursuant to Section 7 of Local Law No.18- 2002, "A Local Law to Implement Living Wage Policy for County of Suffolk", all covered employers subject to the provisions of the Living Wage Law shall submit a completed and sworn (under penalty of perjury) Certification/Declaration – Subject to Audit Form LW-38, signed by an authorized representative, as part of an executed contract with the County of Suffolk. The complete Certification/Declaration – Subject to Audit Form LW-38 shall be made a part of any executed contract or project agreement and made available to the public upon request.

---

- To certify Living Wage compliance: Return Forms LW-1 and LW-38.  
or
  - To certify non-applicability of Living Wage law: Return Form LW-38.  
or
  - To request and document a general living wage exemption: Return Forms LW-1, LW-38 and LW-4.  
or
  - To request and document a specific living wage exemption: Return Forms LW-1, LW-38 and LW-5.
- 
- In the event that there is a change in circumstances, it is the Contractor's responsibility to submit to the County additional Living Wage forms which either replace or supplement prior submissions of Living Wage forms.
  - Living Wage Law Information Fact Sheet, text of the Local Law, Frequently Asked Questions, Forms, and Rules and Regulations can be found on the Suffolk County web site at [www.co.suffolk.ny.us](http://www.co.suffolk.ny.us)
- Click: Department Directory  
Labor  
Living Wage Law Info
- Suffolk County Department of Labor Living Wage Unit Tel. (631) 853-3808

End of Text for Suffolk County Living Wage Requirements Exhibit  
As Last Revised by the Suffolk County Department of Labor on 5/20/05

**SUFFOLK COUNTY DEPARTMENT OF LABOR - LIVING WAGE UNIT**  
**LIVING WAGE CERTIFICATION/DECLARATION - SUBJECT TO AUDIT**

If either of the following definitions of 'compensation' (*Living Wage Law Chapter 347-2*) applies to the contractor's/recipient's business or transaction with Suffolk County, the contractor/recipient must complete Sections 1, 3, 4 below; and Form LW-1 (Notice of Application for County Compensation). If the following definitions do not apply, the contractor/recipient must complete Sections 2, 3 and 4 below. Completed forms must be submitted to the awarding agency.

"Any grant, loan, tax incentive or abatement, bond financing subsidy or other form of compensation of more than \$50,000 which is realized by or provided to an employer of at least ten (10) employees by or through the authority or approval of the County of Suffolk," or  
 "Any service contract or subcontract let to a contractor with ten (10) or more employees by the County of Suffolk for the furnishing of services to or for the County of Suffolk (except contracts where services are incidental to the delivery of products, equipment or commodities) which involve an expenditure equal to or greater than \$10,000. For the purposes of this definition, the amount of expenditure for more than one contract for the same service shall be aggregated. A contract for the purchase or lease of goods, products, equipment, supplies or other property is not 'compensation' for the purposes of this definition."

**Section I**

The *Living Wage Law* applies to this contract. I/we hereby agree to comply with all the provisions of Suffolk County Local Law No. 12-2001, the Suffolk County *Living Wage Law* (the Law) and, as such, will provide to all full, part-time or temporary employed persons who perform work or render services on or for a project, matter, contract or subcontract where this company has received compensation, from the County of Suffolk as defined in the Law (compensation) a wage rate of no less than \$9.64 (\$8.50 for child care providers) per hour worked with health benefits, as described in the Law, or otherwise \$10.98 (\$9.75 for child care providers) per hour or the rates as may be adjusted annually in accordance with the Law. (Chapter 347-3 B)

Check if applicable

I/we further agree that any tenant or leaseholder of this company that employs at least ten (10) persons and occupies property or uses equipment or property that is improved or developed as a result of compensation or any contractor or subcontractor of this company that employs at least ten (10) persons in producing or providing goods or services to this company that are used in the project or matter for which this company has received compensation shall comply with all the provisions of the Law, including those specified above. (Chapter 347-2)

I/we further agree to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with regulations under this Chapter of the Suffolk County Code, in investigating employee complaints of noncompliance and evaluating the operation and effects of this Chapter, including the production for inspection & copying of payroll records for any or all employees for the term of the contract or for five (5) years, whichever period of compliance is longer. All payroll and benefit records required by the County will be maintained for inspection for a similar period of time. (Chapter 347-7 D)

The County Department of Labor shall review the records of any Covered Employer at least once every three years to verify compliance with the provisions of the Law. (Chapter 347-4 C)

**Section II**

The *Living Wage Law* does not apply to this contract for the following reason(s): \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Check if applicable

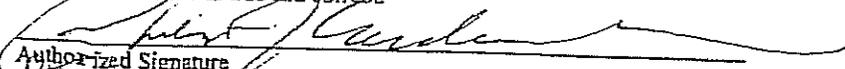
**Section III**

Contractor Name: TOWN OF RIVERHEAD Federal Employer ID#: 11-6001935  
 Contractor Address: 200 Howell Avenue Amount of compensation: \$ 25,000  
RIVERHEAD N.Y. 11901 Vendor #: \_\_\_\_\_  
 Contractor Phone #: (631) 727-3200

Description of project or service: STOP DWI - Increased law enforcement services

**Section IV**

I declare under penalty of perjury under the Laws of the State of New York that the undersigned is authorized to provide this certification, and that the above is true and correct.

  
 Authorized Signature  
PHILIP J. CARDINALE, SUPERVISOR  
 Print Name and Title of Authorized Representative

\_\_\_\_\_ Date

II

**Contractor's/Vendor's Public Disclosure  
Statement Documents**

**Suffolk County Form 22**  
**Contractor's/Vendor's Public Disclosure Statement**

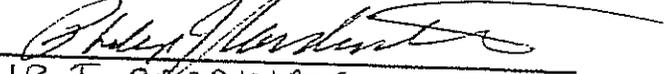
Pursuant to Section A5-7 of the Suffolk County Administrative Code, this Public Disclosure Statement must be completed by all contractors/vendors that have a contract with Suffolk County. In the event contractor/vendor is exempt from completing paragraphs numbered 1 through 11 below, so indicate at paragraph number 12 below setting forth the reason for such exemption. Notwithstanding such exempt status, you must execute this form below before a notary public.

1. Contractor's/Vendor's Name TOWN OF RIVERHEAD  
Address 200 HOWELL AVE  
City and State RIVERHEAD N.Y. Zip Code 11941
2. Contracting Department's Name Suffolk County  
Address \_\_\_\_\_
3. Payee Identification or Social Security No. 11-6001935
4. Type of Business Corporation Partnership Sole Proprietorship Other
- 5.a. Is contractor/vendor entering into or has contractor/vendor entered into a contract with Suffolk County in excess of \$1,000?  Yes  No.
- 5.b. Has contractor/vendor entered into three or more contracts, including the one for which you are now completing this form, with Suffolk County, any three of which, when combined, exceed \$1,000?  Yes  No.
6. Table of Organization. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, names and addresses of all partners, and names and addresses of all corporate officers. Conspicuously identify any person in this table of organization who is also an officer or an employee of Suffolk County. (Attach additional sheet if necessary.)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
7. List all names and addresses of those individual shareholders holding more than five percent (5%) interest in the contractor/vendor. Conspicuously identify any shareholder who is also an officer or an employee of Suffolk County. (Attach additional sheet if necessary).  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
8. Does contractor/vendor derive 50% or more of its total revenues from its contractual or vendor relationship with Suffolk County?  Yes  No.
9. If you answered yes to 8 above, you must submit with this disclosure statement, a complete financial statement listing all assets and liabilities as well as a profit and loss statement. These statements must be certified by a Certified Public Accountant. (Strike this out if not applicable.)
10. The undersigned shall include this Contractor's/Vendor's Public Disclosure Statement with the contract. (Describe general nature of the contract.) \_\_\_\_\_

11. Remedies. The failure to file a verified public disclosure statement as required under local law shall constitute a material breach of contract. Suffolk County may resort, use or employ any remedies contained in Article II of the Uniform Commercial Code of the State of New York. In addition to all legal remedies, Suffolk County shall be entitled, upon a determination that a breach has occurred, to damages equal to fifteen percent (15%) of the amount of the contract.
12. If you are one of the entities listed below at a) through c) or you qualify under d) below, you are exempt from completing paragraphs numbered I through II herein:
- a) Hospital
  - b) Educational or governmental entities
  - c) Not-for-profit corporations
  - d) Contracts providing for foster care, family day-care providers or child protective services

Please check to the left side of the appropriate exemption.

13. Verification. This section must be signed by an officer or principal of the contractor/vendor authorized to sign for the company for the purpose of executing contracts. The undersigned being sworn, affirms under the penalties of perjury, that he/she has read and understood the foregoing statements and that they are, to his/her own knowledge, true.

Dated: \_\_\_\_\_ Signed:   
 Printed Name of Signer: PHILIP J. CORDINA  
 Title of Signer: SUPERVISOR  
 Name of Contractor/Vendor: TOWN OF RIVERHEAD

**UNIFORM CERTIFICATE OF ACKNOWLEDGMENT**  
 (Within New York State)

STATE OF NEW YORK )  
 COUNTY OF \_\_\_\_\_ ) ss.:

On the \_\_\_\_ day of \_\_\_\_\_ in the year 2007 before me, the undersigned, personally appeared \_\_\_\_\_ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies) and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
 (signature and office of individual taking acknowledgement)



**III**

**Union Organizing Certification/Declaration**

SUFFOLK COUNTY DEPARTMENT OF LABOR - LABOR MEDIATION UNIT  
UNION ORGANIZING CERTIFICATION/DECLARATION - SUBJECT TO AUDIT

If the following definition of "County Contractor" (Union Organizing Law Chapter 466-2) applies to the contractor's/beneficiary's business or transaction with Suffolk County, the contractor/beneficiary must complete Sections I, III, and IV below. If the following definitions do not apply, the contractor/beneficiary must complete Sections II, III and IV below. Completed forms must be submitted to the awarding agency.

County Contractor: "Any employer that receives more than \$50,000 in County funds for supplying goods or services pursuant to a written contract with the County of Suffolk or any of its agencies; pursuant to a Suffolk County grant; pursuant to a Suffolk County program; pursuant to a Suffolk County reimbursement for services provided in any calendar year; or pursuant to a subcontract with any of the above."

Section I The Union Organizing Law applies to this contract. I/we hereby agree to comply with all the provisions of Suffolk County Local Law No. 26-2003, the Suffolk County Union Organizing Law (the law) and, as such shall not use County funds to assist, promote, or deter union organizing (Chapter 466-3 A), nor seek reimbursement from the County for costs incurred to assist, promote, or deter union organizing. (Chapter 466-3 B)

Check if Applicable I/we further agree to take all action necessary to ensure that County funds are not used to assist, promote, or deter union organizing. (Chapter 466-3 E)



I/we further agree that if any expenditures or costs incurred to assist, promote, or deter union organizing are made, I/we shall maintain records sufficient to show that no County funds were used for those expenditures and, as applicable, that no reimbursement from County funds has been sought for such costs. I/we agree that such records shall be made available to the pertinent County agency or authority, the County Comptroller, or the County Department of Law upon request. (Chapter 466-3 I)

I/we further affirm to the following:

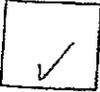
- I/we will not express to employees any false or misleading information that is intended to influence the determination of employee preferences regarding union representation;
- I/we will not coerce or intimidate employees, explicitly or implicitly, in selecting or not selecting a bargaining representative;
- I/we will not require an employee, individually or in a group, to attend a meeting or an event that is intended to influence his or her decision in selecting or not selecting a bargaining representative;
- I/we understand my/our obligation to limit disruptions caused by prerecognition labor disputes through the adoption of nonconfrontational procedures for the resolution of prerecognition labor disputes with employees engaged in the production of goods or the rendering of services for the County; and
- I/we have or will adopt any or all of the above-referenced procedures, or their functional equivalent, to ensure the efficient, timely, and quality provision of goods and services to the County. I/we shall include a list of said procedures in such certification.

I/we further agree that every County contract for the provision of services, when such services will be performed on County property, shall include a requirement that I/we adopt a reasonable access agreement, a neutrality agreement, fair communication agreement, no intimidation agreement, and a majority authorization card agreement.

I/we further agree that every County contract for the provision of human services, when such services are not to be performed on County property, shall include a requirement that I/we adopt, at the least, a neutrality agreement.

I/we understand that the efficient, timely, and nondisruptive provision of goods and services is a paramount financial interest of the County of Suffolk and as such, the County expects the potential County contractor to protect the County's financial interest by adopting nonconfrontational procedures for the orderly resolution of labor disputes, including, but not limited to, neutrality agreements, majority authorization card agreements, binding arbitration agreements, fair communication agreements, nonintimidation agreements, and reasonable access agreements.

Section II The Union Organizing Law does not apply to this contract for the following reason(s):



THE AMOUNT OF FUNDING REQUESTED IS UNDER \$50,000

Check if  
Applicable

Section III

Contractor Name:

TOWN OF RIVERHEAD

Federal Employer ID#:

11-6001935

Contractor Address:

200 HOWELL AVE.

Amount of Assistance:

\$25,000

RIVERHEAD N.Y. 11994

Vendor #:

Contractor Phone #:

(631) 727-3201

Description of project or service:

STOP D.W.I.

Section IV

I declare under penalty of perjury under the Laws of the State of New York that the undersigned is authorized to provide this certification, and that the above is true and correct.

Authorized Signature

Date

PHILIP J. CARDINALE, SUPERVISOR

Print Name and Title of Authorized Representative

**IV**  
**Lawful Hiring Compliance Requirements**

**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 Code, Chapter 234 (2006)

To Be Completed By Applicant/ Covered Employer/Owner

EMPLOYER/CORP./BUSINESS/COMPANY NAME: RIVERHEAD TOWN

1) ADDRESS: 200 HOWELL AVENUE  
RIVERHEAD NEW YORK

2) NOT-FOR-PROFIT: YES  NO  (SUBMIT CERTIFICATE OF INCORPORATION)

3) VENDOR#: 11-600/435 4) CONTRACT ID: \_\_\_\_\_  
(If known) (If known)

5) CONTACT: \_\_\_\_\_ 6) TELEPHONE #: 727-5200  
(If known)

7) TERM OF CONTRACT OR EXTENSION (PROVIDE DATES): 1/07 - 12/07

8) BRIEF DESCRIPTION OF COMPENSATION, PROJECT OR SERVICE  
STOP D.W.I. ENFORCEMENT

SUBCONTRACTOR: \_\_\_\_\_

1) ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

2) VENDOR#: \_\_\_\_\_ 3) TELEPHONE #: \_\_\_\_\_

4) CONTACT: \_\_\_\_\_

5) DESCRIPTION OF COMPENSATION, PROJECT OR SERVICE  
\_\_\_\_\_

**EVIDENCE OF COMPLIANCE:**

COPIES OF THE FOLLOWING MUST BE MAINTAINED BY COVERED EMPLOYERS OR THE OWNERS THEREOF FOR EACH EMPLOYEE FOR THE TIME PERIODS SET FORTH IN SUFFOLK COUNTY CODE SECTION ( )::

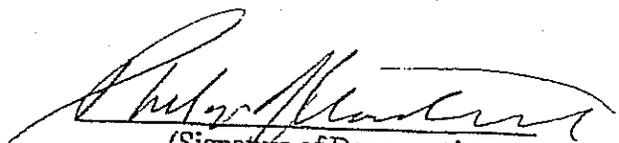
- A. United States passport; or
- B. resident alien card or alien registration card; or
- C. birth certificate indicating that person was born in the United States; or
- D. (1) a driver's license, if it contains a photograph of the individual; and  
(2) a social security account number card (other than such a card which specifies on its face that the issuance of the card does not authorize employment in the United States); or
- E. employment authorization documents such as an H-1B visa, H-2B visa, and L-1 visa, or other work visa as may be authorized by the United States Government at the time the County contract is awarded for all covered employees.

AFFIDAVID OF COMPLIANCE  
WITH THE REQUIREMENTS OF  
8 U.S.C. SECTION 1324a  
WITH RESPECT TO LAWFUL HIRING OF EMPLOYEES

State of New York )  
County of Suffolk ) ss:

PHIL CARDINALE, being duly sworn, deposed and says:  
(Print Name of Deponent)

1. I am owner/authorized representative of RIVERHEAD TOWN  
(Name of Corp., Business, Company)
2. I certify that I have complied, in good faith, with the requirements of Title 8 of the United States Code (U.S.C.) section 1324a (Aliens and Nationality) with respect to the hiring of covered employees and with respect to the alien and nationality status of the owners thereof, as set forth in Suffolk County Code Chapter 234 (2006).

  
(Signature of Deponent)

Sworn to before me this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
(Notary Public)

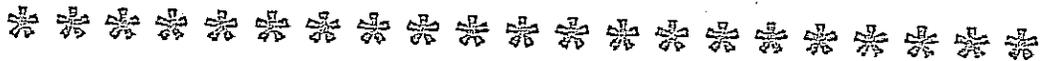
LHE-2  
(01/07)



# LIVING WAGE FORMS

**DO NOT IGNORE**

**THESE FORMS MUST  
BE COMPLETED AND  
RETURNED WITH  
THE FIVE COPIES OF  
THE CONTRACT**



COUNTY OF SUFFOLK



OFFICE OF THE COUNTY EXECUTIVE

H. Lee Dennison Building  
100 Veterans Memorial Highway  
P.O. Box 6100  
Hauppauge, New York 11788-0099  
(631) 853-4000

Steve Levy  
SUFFOLK COUNTY EXECUTIVE

**TO: ALL STOP-DWI CONTRACTED AGENCIES**

**FROM: Maria Perez-Lent, STOP-DWI Coordinator**

**DATE: February 9, 2007**

**RE: LIVING WAGE INSTRUCTIONS**

All Agencies contracted with Suffolk County are required to submit Forms with the Department of Labor regarding the Living Wage Law. If your agency is claiming an exemption, form LW-38 (Sections II with Sections I, III, and IV) is the only form that needs to be completed. Otherwise you must complete forms LW-38 (Sections I, III, and IV), AND LW-1 with addendum (see below). Please submit one original and one copy of this package.

**DO NOT ATTACH THE PACKAGE TO THE CONTRACTS.**  
**THEY ARE TO BE SUBMITTED AS SEPARATE DOCUMENTS.**

To comply with form LW-1 #12 & #13 you must attach a brief letter (a sample is included) stating:

- a) this contract will not cause you to hire any new employees;
- b) minimum hourly wage of your officers with health benefits;
- c) minimum hourly wage of your officers without health benefits;
- d) minimum number of compensated days off including vacation, holidays and personal.

If you have any questions or require further assistance please do not hesitate to contact me at 853-5720.

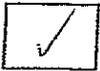
**SUFFOLK COUNTY DEPARTMENT OF LABOR - LIVING WAGE UNIT**  
**LIVING WAGE CERTIFICATION/DECLARATION - SUBJECT TO AUDIT**

If either of the following definitions of 'assistance' (*Living Wage Law Chapter 347 - 2*) applies to the contractor's/beneficiary's business or transaction with Suffolk County, the contractor/beneficiary must complete Sections 1, 3, 4 below; and Form LW-1 (Notice of Application for County Assistance). If the following definitions do not apply, the contractor/beneficiary must complete Sections 2, 3 and 4 below. Completed forms must be submitted to the awarding agency.

"Any grant, loan, tax incentive or abatement, bond financing subsidy or other form of assistance of more than \$50,000 which is realized by or provided to an employer of at least ten (10) employees by or through the authority or approval of the County of Suffolk," or

"Any service contract or subcontract let to a contractor with ten (10) or more employees by the County of Suffolk for the furnishing of services to or for the County of Suffolk (except contracts where services are incidental to the delivery of products, equipment or commodities) which involve an expenditure equal to or greater than \$10,000. For the purposes of this definition, the amount of expenditure for more than one contract for the same service shall be aggregated. A contract for the purchase or lease of goods, products, equipment, supplies or other property is not an 'assistance' for the purposes of this definition."

**Section I**



Check if applicable

The *Living Wage Law* applies to this contract. I/we hereby agree to comply with all the provisions of Suffolk County Local Law No. 12-2001, the Suffolk County *Living Wage Law* (the Law) and, as such, will provide to all full, part-time or temporary employed persons who perform work or render services on or for a project, matter, contract or subcontract where this company has received Assistance, from the County of Suffolk as defined in the Law (Assistance) a wage rate of no less than \$9.29 (\$7.75 for child care providers) per hour worked with health benefits, as described in the Law, or otherwise \$10.58 (\$9.00 for child care providers) per hour or the rates as may be adjusted annually in accordance with the Law. (Chapter 347-3 B)

I/we further agree that any tenant or leaseholder of this company that employs at least ten (10) persons and occupies property or uses equipment or property that is improved or developed as a result of Assistance or any contractor or subcontractor of this company that employs at least ten (10) persons in producing or providing goods or services to this company that are used in the project or matter for which this company has received Assistance shall comply with all the provisions of the Law, including those specified above. (Chapter 347-2)

I/we further agree to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with regulations under this Chapter of the Suffolk County Code, investigating employee complaints of noncompliance and evaluating the operation and effects of this Chapter, including the production for inspection & copying of payroll records for any or all employees for the term of the contract or for five (5) years, whichever period of compliance is longer. All payroll and benefit records required by the County will be maintained for inspection for a similar period of time. (Chapter 347-7 D)

The County Department of Labor shall review the records of any Covered Employer at least once every three years to verify compliance with the provisions of the Law. (Chapter 347-4 C)

**Section II**



Check if applicable

The *Living Wage Law* does not apply to this contract for the following reason(s): \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Section III**

Contractor Name: RIVERHEAD TOWN Federal Employer ID#: 11-6001935  
 Contractor Address: 200 Howell Ave. Amount of Assistance: 825,000  
Riverhead NY 11994 Vendor #: \_\_\_\_\_  
 Contractor Phone #: (931) 727-3200  
 Description of project or service: STIP #11

**Section IV**

I declare under penalty of perjury under the Laws of the State of New York that the undersigned is authorized to provide this certification, and that the above is true and correct.

Philip J. Cardinale  
 Authorized Signature  
 PHILIP J. CARDINALE, SUPERVISOR  
 Print Name and Title of Authorized Representative

\_\_\_\_\_ Date

SUFFOLK COUNTY DEPARTMENT OF LABOR - LIVING WAGE UNIT

NOTICE OF APPLICATION FOR COUNTY ASSISTANCE(Contract)

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

**To Be Completed By Applicant/ Employer/Contractor**

- 1) NAME: RIVERHEAD TOWN
- 2) VENDOR #: 11-6001935 3) CONTRACT ID #: \_\_\_\_\_
- 4) CONTACT: Supr Phil Cardinale 5) TELEPHONE #: \_\_\_\_\_ (If known)
- 6) ADDRESS: 200 Howell Ave.  
Riverhead NY 11911
- 7) TERM OF CONTRACT (DATES): 01/07 - 12/07
- 8) PROJECT NAME: ( IF DIFFERENT FROM #1) STOP D.W.I.
- 9) AMOUNT: \$ 25,000
- 10) AWARDING AGENCY: Suffolk County
- 11) BRIEF DESCRIPTION OF PROJECT OR SERVICE:  
STOP D.W.I ENFORCEMENT

12) PROJECTED EMPLOYMENT NEEDS: (attach a statement listing, by job classification, the total workforce dedicated to performing this contract or service, including calculation of estimated net increase or decrease in jobs as a result of funding).

13) PROJECTED WAGE LEVELS: (attach a statement listing projected wage levels, compensated days off and medical benefits for total workforce dedicated to fulfilling the terms of this contract, broken down annually for each year of the term of the contract).



TOWN OF RIVERHEAD  
POLICE DEPARTMENT

210 Howell Avenue, Riverhead, New York 11901

**David J. Hegermiller**  
Chief of Police

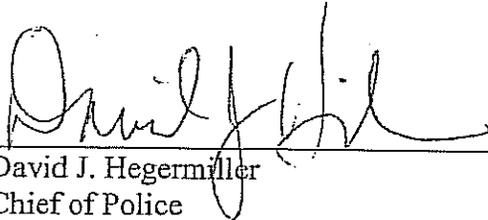
Emergency Dial 911  
Administration (631) 727-4500  
Fax (631) 727-8729

May 16, 2007

To Whom It May Concern:

RE: ADDENDUM TO LW-1 TO COMPLY WITH SECTIONS 12 & 13

At this time, the Riverhead Police Department employs 82 full-time police officers. The minimum hourly wage for a police officer is \$24.01. In addition, each officer receives full medical benefits with a minimum annual premium of \$6,778.08 and a minimum of 14 compensated days off. Compensated days off include holiday, vacation and personal days. Sick time is not included in this total. While the total workforce may change, it will not be as a result of this contract. No other personnel, other than full-time police officers, will be used to comply with this contract.

  
\_\_\_\_\_  
David J. Hegermiller  
Chief of Police