

**TOWN BOARD MEETING  
AGENDA  
PHILIP CARDINALE, Supervisor**

**December 28<sup>th</sup> , 2005**

**“HAPPY NEW YEAR TO EVERYONE”**

**Edward Densieski, Councilman  
George Bartunek, Councilman**

**Barbara Blass, Councilwoman  
Rose Sanders, Councilwoman**

**Barbara Grattan, Town Clerk  
Dawn Thomas, Town Attorney**

**ELECTED OFFICIALS**

**Laverne Tennenberg  
Madelyn Sendlewski  
Paul Leszczynski  
Mark Kwasna  
Maryann Wowak Heilbrunn  
Richard Ehlers  
Allen M. Smith**

**Chairwoman Board of Assessors  
Board of Assessors  
Board of Assessors  
Highway Superintendent  
Receiver of Taxes  
Town Justice  
Town Justice**

**DEPARTMENT HEADS**

**John J. Hansen  
Leroy E. Barnes, Jr.  
Andrea Lohneiss  
Ken Testa  
Richard Hanley  
Chief David Hegermiller  
Ray Coyne  
Judy Doll  
John Reeve  
Michael Reichel  
Gary Pendzick**

**Accounting Department  
Building Department  
Community Development  
Engineering Department  
Planning Department  
Police Department  
Recreation Department  
Senior Services  
Sanitation Department  
Sewer District  
Water Department**

Call to Order and Salute to the Flag

**"A HAPPY NEW YEAR  
TO EVERYONE"**

**COUNCILWOMAN SANDERS:**

The Town Board of the Town of Riverhead would like to acknowledge Councilwoman Sanders, for the outstanding job that she performed while a member on the Board for four years. She served with dignity and professionalism, while always showing respect for all the residents of the Town. We sincerely thank-you for your dedication to our community.

**Approval of Minutes of the Town Board Meeting of  
December 20<sup>th</sup>, 2005**

Den offered approved, which  
was seconded by Boutinck *5 yes*

**REPORTS**

Receiver of Taxes: Total Collections to date: \$2,956,328.48

# APPLICATIONS

Special Permit:

Alla Ballreich-30 Elton Street-

# CORRESPONDENCE

No Correspondence

# PUBLIC HEARINGS

2:05 p.m. The Consideration of the creation of the proposed Riverhead Downtown Historic District.

Opened 2:17

Richard Wines -

Eva ~~Grading~~ Grunning

Marty Sendlowski

Cardinale

Sendlowski

Sanders

Sendlowski

Sanders

Sendlowski

Cardinale

Lori Downs

Cardinale

Downs

Cardinale

Downs

Closed <sup>verbal</sup> 2:57

pm

Cardinale

Downs

Cardinale

Wines

Cardinale

open for written  
comment until  
January 6 @ 4:30

**PUBLIC COMMENT ON ANY RESOLUTIONS LISTED BELOW =  
COMMUNITY DEVELOPMENT AGENCY MEETING:**

- #26 Ratifies Execution of Agreement with the Suffolk County Department of Economic Development (Empire Zone)
- #27 Authorizes Chairman of CDA to Execute Contract with NYS Department of Economic Development for the 2005-2006 Empire Zone Administrative Grant

**REGULAR TOWN BOARD MEETING:**

- #1233 General Fund Budget Adjustment
- #1234 General Fund Budget Adjustment
- #1235 '05 Recreation Imp Cap Project Budget Adjustment
- #1236 Ambulance District Budget Adjustment
- #1237 Business Improvement District Budget Adjustment
- #1238 Calverton Park- CDA Budget Adjustment
- #1239 Calverton Sewer District Budget Adjustment
- #1240 East Creek Docking Facility Budget Adjustment
- #1241 Economic Development Zone Budget Adjustment
- #1242 Highway Fund Budget Adjustment
- #1243 Municipal Fuel Budget Adjustment
- #1244 Municipal Garage Budget Adjustment
- #1245 PAL Budget Adjustment
- #1246 Public Parking District Budget Adjustment
- #1247 Recreation Program Fund Budget Adjustment
- #1248 Refuse & Garbage District Budget Adjustment

- #1249 Risk Retention Fund Budget Adjustment
- #1250 Riverhead Scavenger Waste District Budget Adjustment
- #1251 Riverhead Sewer District Budget Adjustment
- #1252 Street Lighting Budget Adjustment
- #1253 Town Board Special Program Fund Budget Adjustment
- #1254 Urban Development Corp Trust Account Budget Adjustment
- #1255 Water District Budget Adjustment
- #1256 Workers Compensation Fund Budget Adjustment
- #1257 Development Rights Budget Adoption
- #1258 Establishment of Bank Account (RESTORE)
- #1259 Accepts Offer of Sale of Development Rights (S. Edwards)
- #1260 Accepts 5% Performance Bond of New Cingular Wireless PCS, LLC
- #1261 Authorizes the Release of Letter of Credit for PRG Corp.
- #1262 Authorizes the Release of Security Posted for Mill Pond Commons
- #1263 Authorizes the Release of Performance Bond for Mill Pond Developers
- #1264 Authorizes the Release of Performance Bond for Mill Pond Developers
- #1265 Reappoints Member to Architectural Review Board (R. Sokoloski)
- #1266 Authorizes the Town Clerk to Publish and Post a Help Wanted Ad for Pump Out Boat Personnel
- #1267 Extends Contract with Arthur J. Gallagher & Co. Vericclaim and Triad Group

- #1268 Approves Rates from John J. Raynor Consulting Engineers
- #1269 Establishes Dates and Times of Regular Meetings of the Town Board
- #1270 Authorizes Town Clerk to Publish and Post a Notice of Public Meetings Schedule for the Open Space Committee
- #1271 Awards Bid for Diesel Fuel
- #1272 Approving the Conveyance by Halandia Associates-Riverhead LP to The D & F Group-Doctors Path Project
- #1273 Authorizes the Town Attorney to Order an Appraisal for Property Located on Riverside Drive (The River Club) in Connection with the Acquisition of said Parcel
- #1274 Authorizing Supervisor to Sign License Agreement with Suffolk Cement Products, Inc. in Conjunction with the Landfill Reclamation Project
- #1275 Supports Application to NYS DEC for Street Tree Grant Funding
- #1276 Adopts a Local Law for the Domestic Registry
- #1277 Adopts a Local Law Amending Chapter 108 of the Riverhead Town Code Entitled, "Zoning" (Economic Development Zone)
- #1278 Pays Bills

Adopted

12/28/05

TOWN OF RIVERHEAD  
COMMUNITY DEVELOPMENT AGENCY

Resolution # 26

**RATIFIES EXECUTION OF AGREEMENT WITH THE SUFFOLK COUNTY  
DEPARTMENT OF ECONOMIC DEVELOPMENT  
(Empire Zone)**

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

**WHEREAS**, Town of Riverhead and the County of Suffolk have entered into an agreement for the purpose of providing financial support to assist the Town of Riverhead County of Suffolk Empire Zone the term of which agreement was from October 2, 2000 through July 31, 2004; and

**WHEREAS**, the parties desire to extend the prior agreement and to make it commensurate with the County's fiscal year which runs from January through December; and

**NOW, THEREFORE, BE IT**

**RESOLVED**, that the Supervisor is hereby authorized to execute the attached Agreement through December 31, 2005 with the Suffolk County Department of Economic Development for funds in the amount of \$29,000 for 2005 , and be it further

**RESOLVED** that the Town Clerk is hereby directed to forward a Certified Copy of this Resolution to Andrea Lohneiss, Director Town of Riverhead CDA, the Office of the Town Attorney, and the Office of Accounting.

THE VOTE  
Bartunek  yes \_\_\_ no Sanders  yes \_\_\_ no  
Blass  yes \_\_\_ no Densieski  yes \_\_\_ no  
Cardinale  yes \_\_\_ no  
THE RESOLUTION  WAS \_\_\_ WAS NOT  
THEREFORE DULY ADOPTED

Amendment of Agreement

This is the Fifth Amendment of an Agreement, last dated October 2, 2000, (Agreement) 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 Department of Economic Development and Workforce Housing (Department) located at H. Lee Dennison Building, 100 Veterans Memorial Highway, P.O. Box 6100, Hauppauge, New York 11788-0099, and Town of Riverhead Community Development Agency (Contractor), a municipal corporation of the State of New York, having its principal place of business at 200 Howell Avenue, Riverhead, New York, 11901

The parties hereto desire to modify the Agreement by extending the term of Agreement to December 31, 2005 to coincide with the County fiscal year, increasing the Total Cost of Agreement to provide funding for the period January 1, 2005 through December 31, 2005 (2005 Budget Period) and amending other provisions to comply with current County standards. Sufficient funding exists in the 2005 Suffolk County Operating Budget.

Term of Agreement: Shall be October 2, 2000 through December 31, 2005

Total Cost of Agreement: Shall not exceed \$150,000.00 [of which \$29,000.00 is for the 2005 Budget Period]

Terms and Conditions: Shall be as set forth in Exhibit A-5

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

Town of Riverhead  
Community Development Agency

By: Phil Cardinale  
Phil Cardinale  
Chairman

County of Suffolk

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

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

Fed. Taxpayer ID #: 11-6001935

Date: 12-22-05

Approved as to Legality:

Christine Malafi  
Suffolk County Attorney

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

Approved:  
Department of Economic Development &  
Workforce Housing

By: \_\_\_\_\_  
Carolyn E. Fahey  
Intergovernmental Relations Coordinator

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

Exhibit A-4

Whereas, the County and Contractor have entered into an Agreement (Law No.04-ED-002) last dated October 2, 2000, for a term from October 2, 2000 through July 31, 2004 for the purpose of providing financial support to assist the Calverton Enterprise Park Economic Development Zone Administrative Board; and

Whereas, the County and Contractor have entered into a First Amendment of Agreement (Law No. 04-ED-002A) increasing the Total Cost of the Agreement by an additional \$ \$23,000; and

Whereas, the County and Contractor have entered into a Second Amendment of Agreement (Law No. 04-ED-002B) increasing the Total Cost of the Agreement by an additional \$23,000; and

Whereas, the County and Contractor have entered into a Third Amendment of Agreement (Law No. 04-ED-002C) increasing the Total Cost of Agreement by \$23,000 for the 2003 Budget Period, adding the Suffolk County Legislative Requirements for Contracts and amending other provisions as necessary; and

Whereas, the County and Contractor have entered into a Fourth Amendment of Agreement (Law No. 04-ED-002D) increasing the Total Cost of Agreement by \$29,000 for the 2004 Budget Period, adding the Suffolk County Legislative Requirements for Contracts and amending other provisions as necessary; and

Whereas, the parties hereto desire to modify the Agreement and First, Second and Third Amendments of Agreement by extending the term of Agreement to December 31, 2004 to coincide with the County fiscal year, increasing the Total Cost of Agreement by \$29,000 for the period January 1, 2004 through December 31, 2004 (2004 Budget Period) and amending other provisions as set forth below;

Now, Therefore, in consideration of the covenants, promises and consent herein contained, the parties hereto agree as follows:

**1. Total Cost of Agreement:**

The Total Cost of Agreement ~~\$150,000.00~~ is comprised as follows:

- a. \$23,000.00 for October 2, 2000 through December 31, 2000.
- b. \$23,000.00 for January 1, 2001 through December 31, 2001.
- c. \$23,000.00 for January 1, 2002 through December 31, 2002.
- d. \$23,000.00 for January 1, 2003 through December 31, 2003.
- d. \$29,000.00 for January 1, 2004 through December 31, 2004.
- e. \$29,000.00 for January 1, 2005 through December 31, 2005.

**2. Funding For Year 2005:**

Contractor agrees that the funding for year 2005 is subject to the amount of funds appropriated and any subsequent modifications thereof by the Suffolk County Legislature, and no liability shall be incurred by the County under this Agreement for the 2005 Budget Period beyond the amount of funds appropriated by the Legislature for that period and for the program covered by this Agreement.

3. **Payments Contingent upon State Funding**

Payments under this Agreement are subject to and contingent upon continued funding by the State of New York. If, for any reason, the amount of such funding to the County is reduced or not made available to the County, this Agreement may be terminated in whole or in part, or the amount payable to the Contractor may be reduced, at the discretion of the Department; provided that any such termination or reduction shall not apply to allowable costs incurred by the Contractor prior to such termination or reduction to the extent that such funding is available to the Department for payment of such costs; and provided, further, that the Department shall give the Contractor not less than 30 days' prior written notice of such termination or reduction of funding.

4. **Paragraph 8 of the Agreement shall be replaced in its entirety and replaced with the following:**

8. ***Furniture, Fixtures, Equipment, Materials, Supplies***

(a) ***Purchases, Etc. Requiring Prior Approval***

*Prior to placing any order to purchase, rent or lease any furniture, fixtures, or equipment (i) valued in excess of three hundred dollars (\$300.00) per unit, or (ii) included but not itemized in the Budget, the Contractor shall submit to the County a written request for approval to make such a proposed purchase, rental or lease, with a list showing the quantity and description of each item, its intended location and use, estimated unit price or cost, extended price or cost and estimated total cost of the proposed order. Written approval of the County shall be required before the Contractor may proceed with such proposed purchase, rental or lease of furniture, fixtures or equipment. All items purchased must be new unless specifically described otherwise in the Budget.*

(b) ***Purchase Practices***

*The Contractor agrees to follow all of the general practices that are designed to obtain furniture, fixtures, equipment, materials or supplies at the most reasonable price or cost possible. The County reserves the right to purchase or obtain for the Contractor furniture, fixtures, equipment, materials or supplies which shall be in accordance with the programmatic needs of this Agreement. If the County exercises this right, the amount budgeted for the items so purchased or obtained by the County for the Contractor shall not be available to the Contractor for any purpose whatsoever. Title to any such items purchased or otherwise obtained by the County for the Program and entrusted to the Contractor shall remain in the County, and the Contractor shall attach labels indicated the County's ownership if the County has not done so.*

(c) ***Proprietary Interest of County***

*The County shall retain a proprietary interest in all furniture, removable fixtures, equipment, materials or supplies purchased or obtained by the Contractor and paid for or reimbursed to the Contractor pursuant to the terms of this Agreement or any prior agreement. Upon the termination of this Agreement, or of any renewal thereof, the discontinuance of the business of the Contractor, the failure of the Contractor to comply with the terms of this Agreement, the bankruptcy of the Contractor, an assignment for the benefit of its creditors, or the failure of the Contractor to satisfy any judgment against it within thirty (30) days of filing, the County shall have the right to take title to and possession of all such furniture, removable fixtures, equipment, materials and supplies, and the same shall thereupon become the property of the County without any claim for reimbursement on the part of the Contractor.*

tor. As directed by the County, the Contractor shall attach identifying labels on all furniture, removable fixtures and equipment indicating the proprietary interest of the County.

**(d) Inventory Records, Controls and Reports**

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

**(e) Protection of Property in Contractor's Custody**

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

**(f) Disposition of Property in Contractor's Custody**

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

5. Paragraph 9 of the Agreement shall be replaced in its entirety and replaced with the following:

*The Contractor agrees that it shall protect, indemnify and hold harmless the County and its officers, officials, members, employees, agents and invitees (the "County Indemnified Parties") from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and costs, including reasonable attorneys' fees, and shall defend the County 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 agents, employees or subcontractors in connection with the services described or referred to in this Agreement.*

## **6. Contractor's/Vendor's Public Disclosure Statement**

The Contractor represents and warrants that Contractor has filed with the Comptroller of Suffolk County the verified public disclosure statement required by Suffolk County Administrative Code 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.

## **7. Child Sexual Abuse Reporting Policy**

The Contractor has read and 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. Suffolk County Local Laws, 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 on "Laws of Suffolk County" under "Suffolk County Links".

## **8. 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 is familiar with the requirements of Section 6 of Chapter 347 of the Suffolk County Local Law No. 12-2001, the Living Wage Law. Suffolk County Local Laws, 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 on "Laws of Suffolk County" under "Suffolk County Links".

## 9. Certification

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 - Civil Actions

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.

## 11 - 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.

## 12. Union Organizing

The Contractor represents and warrants that it has read and is familiar with the requirements of Article 1, Chapter 466 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.

1. If Contractor services are performed on County property the Contractor must adopt a reasonable access agreement, a neutrality agreement, fair communication agreement, nonintimidation agreement and a majority authorization card agreement.

2. 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.
3. 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.

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

The Contractor represents that it is in compliance with 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.

**14. 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 any agreement, and that he has read and is familiar with the provisions of Local Law No. 32-1980 of Suffolk County Chapter 386 of the Suffolk County Code.

15. Except as herein amended, all other representations, terms and conditions of said Agreement, including any and all amendments or budget modifications executed prior to the date hereto, are hereby ratified and confirmed to be in full force and effect.

# 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 Living Wage Requirements Exhibit (2 pages).

Suffolk County Department of Labor - Living Wage Unit

(i) 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)

## 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**

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

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**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)**

**Suffolk County Living Wage Requirements Exhibit**  
**As Last Revised by the Suffolk County Department of Labor on 5/12/04**

**Suffolk County Living Wage Requirements Exhibit**  
**As Last Revised by the Suffolk County Department of Labor on 5/12/04**

Pursuant to Section 6 of Chapter 347 of the Suffolk County Local Law No. 12-2 001, "A Local Law to Implement Living Wage Policy for the County of Suffolk" (the "Living Wage Law"), all RFPs, County contracts and financial assistance 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 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.

Suffolk County Local Law No. 18-2002, "A Local Law to Implement Living Wage Policy for the County of Suffolk" provided for certain amendments to the Living Wage 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 Assistance (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)**

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.

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- 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 5/12/04**

**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 \$9.64 (\$7.75 for child care providers) per hour worked with health benefits, as described in the Law, or otherwise \$10.98 (\$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: Town of Riverhead Community Development Agency Federal Employer ID#: 11-6001935  
Contractor Address: 200 Howell Avenue Amount of Assistance: \$29,000  
Riverhead, New York 11901 Vendor #: \_\_\_\_\_

Contractor Phone #: 727-3200

Description of project or service: To assist the Calverton Enterprise Park Economic Development Zone Administrative Board

**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, Date

12-22-05 Philip J. Cardinale

Print Name and Title of Authorized Representative

LW 38 (Replaces forms LW2, LW3, and LW33)

**SUFFOLK COUNTY ADMINISTRATIVE CODE SECTION A5-7**

**§ A5-7. Contractors and vendors required to submit full disclosure statement. [Derived from L.L. No. 14-1976, as amended 2-27-1979 by L.L. No. 6-1979]**

A. Definitions. As used in this section, the following terms shall have the meanings indicated:

**CONTRACT** - Any written agreement between Suffolk County and a contractor or vendor to do or perform any kind of labor, service, purchase, construction or public work, unless the contract is for a federally or state-aided, in whole or in part, program required to be bid pursuant to § 103 of the New York General Municipal Law. [Amended 6-29-1993 by L.L. No. 28-1993<sup>1</sup>]

**NOTE: L.L. No. 28-1993 also provided as follows:**

**Section 1. Legislative Intent.**

This Legislature hereby finds and determines that Suffolk County's comprehensive Contractor/Vendor Public Disclosure Statement Law currently applies to a broad array of contracts that exceed one thousand dollars (\$1,000.) in value, subject to exemptions for contractors doing business with the County Department of Social Services; hospitals; educational, medical, and governmental entities; and not-for-profit corporations.

This Legislature further finds and determines that these exemptions prevent full disclosure of important information that may be useful to elected county officials in determining whether or not specific types of contracts are in the public interest, especially in light of recent trends towards privatization and use of outside consultants on an increased basis by municipalities.

Therefore, the purpose of this law is to eliminate many of the exemptions from completing and filing verified public disclosure statements with the County Comptroller available to certain contractors providing social services or health services contracts.

**CONTRACTOR or VENDOR [Amended 12-18-1990 by L.L. No. 41-1990<sup>2</sup>; 6-29-1993 by L.L. No. 28-1993<sup>3</sup>]** -

Any proprietorship, partnership or closely held corporation which has a contract with Suffolk County in excess of one thousand dollars (\$1,000.) or which has three (3) or more contracts with Suffolk County, any three (3) of which, when combined, exceed one thousand dollars (\$1,000.), except:

- (1) Hospitals.
- (2) Educational or governmental entities.

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<sup>1</sup> Editor's Note: This local law was adopted by the legislature after disapproval by the Executive on 5-26-1993.

<sup>2</sup> Editor's Note: This local law was adopted by the Legislature after disapproval by the Executive on 12-13-1990. See the note at § A4-12.

<sup>3</sup> Editor's Note: This local law was adopted by the Legislature after disapproval by the Executive on 5-26-1993. See note above.

(3) Not-for-profit corporations.

(4) Contracts providing for foster care, family day-care providers or child protective consulting services.

FULL DISCLOSURE CLAUSE - A proviso to be included as a material part of a contract imposing upon the contractor or vendor a material, contractual and statutory duty to file a verified public disclosure statement.

VERIFIED PUBLIC DISCLOSURE STATEMENT - A declaration, the contents of which are acknowledged before a notary public, containing information required under this section.

- B. A full disclosure clause is to be included in all future contracts between Suffolk County and a contractor or vendor. Such full disclosure clause shall constitute a material part of the contract.
- C. Notice of the full disclosure clause shall be included and made a part of the specifications, if any, which are submitted to interested potential bidders.
- D. Each contractor or vendor shall file a verified public disclosure statement with the Comptroller of Suffolk County as soon as practicable prior to being awarded the contract. An updated disclosure statement shall be filed by the contractor or vendor with the Comptroller by the 31st day of January in each year of the contract's duration. It shall be the duty of the Comptroller to accept and file such statements.
- E. No contract shall be awarded to any contractor or vendor, as defined in this section, unless prior to such award a verified public disclosure statement is filed with the Comptroller as provided in this section. Any verified public disclosure statement containing fraudulent information shall constitute, for all purposes, a failure to file such statement in the first instance.
- F. The verified public disclosure statement required by this section shall include:
- (1) A complete list of the names and addresses of those individual shareholders holding more than five-percent interest in the firm.
  - (2) The table of organization for the company shall include the names and addresses of all individuals serving on the board of directors or comparable body, the names and addresses of all partners and the names and addresses of all corporate officers. The contractor or vendor shall conspicuously identify any such person in this table of organization who is an officer or an employee of Suffolk County.

(3) A complete financial statement listing all assets and liabilities as well as a profit-and-loss statement, certified by a certified public accountant. Such statement shall be the most current available and in no event shall have been prepared more than six (6) months prior to the date of the filing of the bid. No financial statement or profit-and-loss statement shall be required from any contractor or vendor having fifty percent (50%) or more of their gross revenues from sources other than the County of Suffolk.

G. A separate folio for each company shall be maintained alphabetically for public inspection by the Comptroller.

H. Remedies. The failure to file a verified public disclosure statement as required under this section shall constitute a material breach of contract. Suffolk County may resort, use or employ any remedies contained in Article 2 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.

I. Under no circumstances shall the county be precluded from invoking any remedy contained in the preceding section by reason of its failure to invoke promptly its remedies.

**Suffolk County Form SCEX 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 Community Development Agency  
Address 200 Howell Avenue  
City and State Riverhead, NY Zip Code 11901
2. Contracting Department's Name Economic Development/Workforce Housing  
Address: H. Lee Dennison Building - 100 Veterans Memorial Highway, Hauppauge, NY  
11788

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.)

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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).

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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.) To assist the Calverton Enterprise Park Economic Development Zone Administrative Board

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.

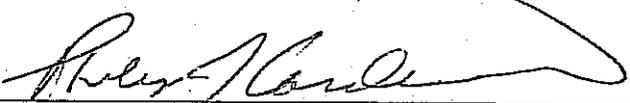
12. If you are one of the entities listed below at a) through c) or you qualify under d) below, you are exempt from completing paragraphs numbered 1 through 11 herein:

- 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: 12-22-05

Signed: 

Printed Name of Signer: Philip J. Cardinale

Title of Signer: Supervisor / Chairman

Name of Contractor/Vendor: Town of Riverhead Community Development Agency

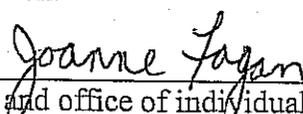
UNIFORM CERTIFICATE OF ACKNOWLEDGMENT

(Within New York State)

STATE OF NEW YORK)

COUNTY OF SUFFOLK) ss.:

On the 22<sup>nd</sup> day of December in the year 2005 before me, the undersigned, personally appeared Philip J. Cardinale 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 acknowledgment)

Joanne Fagan  
Notary Public, Suffolk  
County, NY #01FA4991777  
Commission Exp. 2-10-06

**Page 2 of 3 Public Disclosure Form**



**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): \_\_\_\_\_

Check if  
Applicable

Section III

Contractor Name: Town of Riverhead Community Development Agency Federal Employer ID#: 11-6001935

Contractor Address: 200 Howell Avenue Amount of Assistance: \$29,000

Riverhead, NY 11901 Vendor #: \_\_\_\_\_

Contractor Phone #: 727-3200

Description of project or service: To assist the Calverton Enterprise Park Economic Development Zone Administrative Board

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* \_\_\_\_\_ 12-22-05  
Authorized Signature Date

Philip J. Cardinale, Supervisor/Chairman  
Print Name and Title of Authorized Representative

# Adopted

12/28/05

## Town of Riverhead Community Development Agency

Resolution # 27

### AUTHORIZES CHAIRMAN OF CDA TO EXECUTE CONTRACT WITH NYS DEPARTMENT OF ECONOMIC DEVELOPMENT FOR THE 2005-2006 EMPIRE ZONE ADMINISTRATIVE GRANT

COUNCILMAN BARTUNEK offered the following resolution,

which was seconded by COUNCILMAN DENSIESKI

**WHEREAS**, the Town of Riverhead Community Development Agency is the administrative agency for the local Empire Zone Administrative Board known as the Suffolk County/Town of Riverhead Empire Zone Administrative Board; and

**WHEREAS**, the New York State Department of Economic Development has awarded \$37,510 to the CDA for administrative costs associated with marketing and operation of the zone; and

**WHEREAS**, the Town of Riverhead will provide \$24,000 in in-kind services and Suffolk County will provide cash in the amount of \$29,000, Town of Babylon will contribute \$25,000, Town of Southampton will contribute \$1,000 for a total annual budget of \$116,510;

**THEREFORE, BE IT RESOLVED**, that the CDA hereby authorizes the Chairman to execute the attached contract for funds in the amount of \$37,510.

**AND BE IT FURTHER RESOLVED**, that the Town Clerk shall provide a certified copy of this resolution to Community Development Director Andrea Lohneiss, Director of the Empire Zones Program Randy Coburn, Empire Zone Coordinator Tracy Stark, and Chairman of the Suffolk County Empire Zone Board Jim Morgo.

#### The Vote

Member Bartunek \_\_\_\_\_ Member Blass \_\_\_\_\_  
Member Sanders \_\_\_\_\_ Member Densieski \_\_\_\_\_  
Supervisor Cardinale \_\_\_\_\_

THE VOTE  
Bartunek  yes \_\_\_ no Sanders  yes \_\_\_ no  
Blass  yes \_\_\_ no Densieski  yes \_\_\_ no  
Cardinale  yes \_\_\_ no  
THE RESOLUTION  WAS \_\_\_ WAS NOT  
THEREFORE DULY ADOPTED

AGREEMENT dated as of July 1, 2005, by and between the NEW YORK STATE DEPARTMENT OF ECONOMIC DEVELOPMENT, with offices located at 30 South Pearl Street, Albany, New York 12245 (the "Department"), and the Town of Riverhead Community Development Agency, a municipal corporation, with offices located at 200 Howell Avenue, Riverhead, NY 11901 (the "Contractor").

WHEREAS, an area of the Town of Riverhead, New York has been designated as an Empire Zone (the "Zone") pursuant to Sections 958 and 960 of the General Municipal Law; and

WHEREAS, the Town of Riverhead has established a local Empire Zone administrative board (the "Board") for the Zone pursuant to Sections 957 and 963 of the General Municipal Law; and

WHEREAS, the Department is empowered by Section 963 of the General Municipal Law to make available financial support to assist with the administrative expenses of local Empire Zone administrative boards; and

WHEREAS, the Commissioner of the Department is empowered by Section 959 of the General Municipal Law to coordinate, with local Empire Zone administrative boards, the provision of business development programs and services for Empire Zones, in order to stimulate the creation and development of new, small businesses, including new, small, minority and women-owned business enterprises; and

WHEREAS, the 2005-2006 New York State Budget appropriated \$2,300,000 to the Department for grants to local Empire Zone administrative boards for operating expenses and for technical assistance to minority and women-owned business enterprises; and

WHEREAS, the Contractor is a duly appointed agent of the Board possessing actual and express authority to act on behalf of the Board with respect to the subject matter of this Agreement and has applied for such financial assistance on behalf of the Board; and

WHEREAS, the Department has approved such application; and

WHEREAS, the Contractor is a non-sectarian entity;

NOW, THEREFORE, the parties hereto agree as follows:

I. DUTIES AND RESPONSIBILITIES OF THE CONTRACTOR.

A. Services.

1. In addition to the services described in detail in the Contractor's application, attached as Appendix B hereto, the Contractor shall:

(a) submit a new Empire Zone Development Plan by January 1, 2006 to the Department for approval, as described in Section 962 of the General Municipal Law, for the Zone, and demonstrate the methods by which the applicant intends to promote the development of new business and the expansion of existing business within the Zone, set forth in Appendix C hereto;

(b) carry out the responsibilities established by Section 963(b) of the General Municipal Law, set forth in Appendix D hereto;

(c) prepare an annual report in accordance with the requirements of Section 963(c) of the General Municipal Law, set forth in Appendix E hereto;

(d) assist the Local Zone Certification Officer, when requested, in disseminating applications for certification to Zone businesses, aiding Zone businesses in preparing certification applications, reviewing applications for completeness, and monitoring and evaluating the performance of certified zone businesses in complying with the representations contained in their certification applications relating to investment and job creation;

(e) explain Zone benefits and incentives available to certified Zone businesses and assist certified businesses in applying for benefits and incentives;

(f) assist the Local Zone Certification Officer, when requested, in collecting Business Annual Reports, when due, from certified Zone businesses, assisting certified Zone businesses in preparing such reports and other program reports as requested by the Department, and reviewing such reports for completeness; and

(g) stimulate the creation and expansion in the Zone of new and existing minority and women-owned business enterprises, as more fully described in the Contractor's application, attached hereto as Appendix B:

(i) for the purposes of this paragraph, a "minority business enterprise" means any business enterprise, authorized to do business in this State, including a sole proprietorship, partnership, or corporation that is at least fifty-one percent (51%) owned by one or more minority group members; an enterprise in which such ownership is real, substantial and continuing, and in

which such minority ownership has and exercises the authority to control and operate, independently, the day-to-day business decisions of the enterprise;

(ii) for the purposes of this paragraph, a "women-owned business enterprise" means a business enterprise, authorized to do business in this State, including a sole proprietorship, partnership or corporation that is at least fifty-one percent (51%) owned by one or more United States citizens or permanent resident aliens who are women, where the ownership interest is real, substantial and continuing, and such women ownership has and exercises the authority to control independently the day-to-day business decisions of the enterprise;

(iii) for the purposes of this paragraph, a "minority group member" means a United States citizen or permanent resident alien who is and can demonstrate membership in one of the following groups:

(A) Black persons having origins in any of the Black African racial groups;

(B) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American descent of either Indian or Hispanic origin, regardless of race;

(C) Native American or Alaskan Native persons having origins in any of the original peoples of North America; and

(D) Asian and Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian subcontinent or the Pacific Islands.

2. Such services shall be performed by the Contractor during the period beginning July 1, 2005, and terminating June 30, 2006.

B. Staff.

1. To accomplish the foregoing services, the Contractor shall maintain the staff described in Appendix B, who shall perform the responsibilities set forth in the job descriptions contained in said Appendix.

2. The Contractor shall advertise any vacancies of the above positions for a minimum of eight (8) consecutive days, running from Sunday to Sunday, in one or more daily newspapers that serve the local population. For purposes of this Agreement, the Department's Project Manager (the

"Project Manager") shall be the Empire Zones Program Director or his/her designee. All appointments of staff are subject to the review and approval by the Project Manager.

C. Reports.

1. The disbursements provided for by Article III of this Agreement are contingent upon the receipt and approval by the Project Manager of the financial reports, business annual reports by July 15, 2006, and the zone annual report by September 1, 2006. If the Contractor fails to submit any of the reports required pursuant to this Agreement, the Department, in its sole discretion, may withhold payment, reduce the amount payable to the Contractor, cancel this Agreement, and or take any other action the Department deems appropriate. The financial reports described below shall be in addition to the annual report required by Section 963(b) of the General Municipal Law, attached hereto as Appendix D.

The Contractor shall submit to the Project Manager and to the Department's Finance Officer financial reports based on the contract year, in the form required by the Department's Finance Officer, which shall set forth receipts and expenditures of funds pursuant to this Agreement during the preceding period.

2. In addition to the financial reports, the Contractor shall submit to the Project Manager and the Department's Finance Officer within a reasonable period of time after June 30, 2006 either (a) or (b):

(a) a report prepared by an independent certified public accountant which describes the receipts and expenditures of funds pursuant to this agreement. This review shall be in accordance with generally accepted accounting principles. The report shall include an opinion as to whether the financial reports submitted by the Contractor to the Project Manager and the Department's Finance Officer represent true and accurate costs and reimbursements; or

(b) if the Contractor is regularly subject to a financial audit of its activities, and the audit is conducted by an independent certified public accountant, and the activities which the contractor engages in pursuant to this contract are subject to the audit, then the relevant portions of the audit can be submitted in place of the report called for in section (a) above.

D. Meetings.

1. The Contractor shall make available any of its officers, employees, consultants, subcontractors or agents for consultation with the Department concerning matters pertaining to this Agreement. The Contractor shall notify the Project Manager of all meetings of the Contractor concerning matters pertaining to this Agreement and shall forward to the Project Manager a copy of minutes of all such meetings.

2. The Project Manager, or any other persons authorized to monitor and/or evaluate the Project shall have access to the Contractor's premises for the purpose of monitoring, assisting, evaluating and auditing of the Project.

E. Purchases.

1. Each purchase of furnishings, equipment, printing, supplies, or other property made pursuant to this Agreement, whose cost exceeds \$5,000 but does not exceed \$15,000, shall be made with the approval of the Project Manager. The Contractor shall make a reasonable effort to obtain the lowest price possible.

2. Each purchase of furnishings, equipment, printing, supplies, or other property, made pursuant to this Agreement, costing in excess of \$15,000, shall be made with the approval of the Project Manager, and shall be made in accordance with the following requirements:

(a) The Contractor shall invite bids for such purchase and shall choose the lowest responsible bidder; and

(b) Bidding shall not be required where the Contractor submits to the Project Manager information sufficient to establish that the property to be purchased is available only from a single or sole source. However, such single or sole source purchases must have the prior approval of the Project Manager. For purposes of this agreement, sole source contracts are defined as where only one vendor is capable of supplying the required services or properties because such service or property offered is so unique that it cannot be duplicated or obtained elsewhere, or involves creative artistry of a similar nature. Single source contracts are defined as where, although more than one vendor can supply the required services or properties, circumstances of a material and substantial nature make the awarding of the contract to one vendor over the other appropriate.

The requirement for competitive bidding may be waived upon prior written approval of the DPD Officer provided that prior to the acceptance of such services or properties the Contractor provides a detailed written statement to the Department which describes the sole or single source determination, the alternatives considered, and the terms of the proposed contract. In addition, the Contractor must establish, to the satisfaction of the Department, the reasonableness of the proposed expenditure. In general, the price charged to the Department should be no greater than the price charged in the private sector. Sole/single source contracts are to be avoided whenever possible.

3. The Contractor shall maintain a separate detailed inventory of all the furnishings, equipment and other non-consumable property purchased with funds provided pursuant to this Agreement and shall provide the Department with a true copy of such inventory.

4. Upon completion of the Contractor's performance of this Agreement or upon earlier cancellation of this Agreement, such furnishings, equipment or other property purchased by the Contractor shall be disposed of in accordance with the Department's directives.

F. Minority and Women-Owned Business Enterprise Commitments.

1. General Requirements.

The Contractor acknowledges that it is the policy of the Department to provide maximum practicable opportunities for certified minority and women-owned business enterprises ("MWBEs") to participate in the performance of the Department's contracts. The Contractor agrees to use its best efforts to solicit and obtain the participation of MWBEs on this contract and to periodically report on such efforts, upon the request of the Department.

2. Minority and Women-Owned Business Enterprise Participation Goals.

Pursuant to Article 15-A of the Executive Law and regulations adopted thereunder, the Department has established a zero goal for the participation of certified minority-owned business enterprises and a zero goal for the participation of certified women-owned business enterprises on the Project or services to be performed under this Agreement.

II. OUTSIDE CONTRACTED SERVICES.

A. Preliminary Approval.

Whenever the Contractor determines that the special expertise of a subcontractor or consultant is required, the Contractor shall so notify the Project Manager. The Contractor shall detail those specific tasks a subcontractor or consultant would be required to perform, together with a description of the expertise of the subcontractor or consultant. The Project Manager shall review the request of the Contractor and give approval or disapproval of the use of the subcontractor or consultant services and the reasons therefor. The Contractor shall not contract to retain a subcontractor or consultant prior to approval of the Project Manager.

B. Selection Procedure.

In the event that the Project Manager approves the use of a subcontractor or consultant, such services shall be contracted for according to the following procedure:

1. Where the cost of the subcontractor or consultant services to be contracted for will exceed \$15,000, the Contractor shall invite bids for such services and choose the best value, all subject to the written approval of the Project Manager. Best value means the basis for awarding contracts for services to the offeror which optimizes quality, cost and efficiency, among responsive and responsible offerors. Prior to soliciting bids, the public bidding plan shall be presented to the Project Manager for approval; and

2. Regardless of whether the Contractor procures subcontractor or consultant services as the result of competitive bidding or otherwise, the choice of the subcontractor or consultant must be justified. The Contractor must indicate the subcontractor's or consultant's background, experience and other pertinent information, as well as the hourly rate and the hours required, to the Project Manager.

III. CONSIDERATION AND FISCAL PROCEDURE.

A. Payment.

In full consideration for all the services performed by the Contractor in a manner satisfactory to the Department, and subject to the availability of state funding, the Department shall pay to the Contractor a sum not to exceed THIRTY-SEVEN THOUSAND FIVE HUNDRED TEN DOLLARS (\$37,510) at the rates set forth in the budget contained in Appendix B (the "Budget"), in the ordinary course

of State business, upon receipt of duly authenticated invoices and upon the receipt and approval by the Project Manager of the required financial reports, business annual reports, and the zone annual report, provided, however, that ten percent (10%) of the full amount of said consideration shall not be payable to the Contractor unless and until the Contractor fully performs provisions of the contract set forth at I.A. 1. (a) - (g), and I.C.

In addition, the zone will be measured throughout the term of the contract in light of the following criteria: has the zone

- (1) to the best extent possible, achieved the objectives set forth in the Development Plan, including, the encouragement of businesses to create jobs and/or invest in their zone facilities, and otherwise performed the duties of the office;
- (2) submitted the required reports outlined in this contract on a timely basis;
- (3) maintained skills and capacity of the zone office necessary to provide required services to the zone community and businesses;
- (4) attended all conferences, workshops and meetings conducted by this Department;
- (5) expended and invoiced a minimum of sixty percent (60%) of the total amount of funds authorized under the Budget, as set forth in this Article III, by February 1, 2006;
- (6) achieved and maintained current GIS capabilities for mapping current Empire Zone boundaries; and
- (7) submitted accurate documentation for business certifications and boundary revisions in a timely manner.

Funds must be drawn down on a regular basis during the year (either monthly or quarterly) to the extent that the zone has expenditures during these periods. All funds must be dispersed by the Department to the Contractor no later than September 16, 2006. All requests for disbursements must be received by the Department by August 15, 2006.

B. Separate Account.

The Contractor shall set up a separate account within its ledger to be used only for funds received pursuant to this Agreement. Such funds shall not be commingled in this account with funds received from any other source or funds received pursuant to any other agreement.

C. Release.

The acceptance by the Contractor of the amount certified by the Department as final payment for the Contractor's services pursuant to this Agreement shall release the Department from any and all claims, causes of action and liability to the Contractor, or to its legal representatives, arising out of or relating to this Agreement.

D. Travel Expenses.

If travel is budgeted for by the Contractor in Appendix B, no expense shall be incurred for travel in excess of travel expenses permitted under the rules and regulations governing travel by New York State employees. The Contractor shall incur no expenditures for travel outside of the State of New York without prior written approval by the Project Manager. Such prior written approval shall be required, notwithstanding the fact that the Budget may include an amount designated as expenses for travel outside of New York State.

E. Unauthorized Expenditures and Uses.

The Contractor shall not expend State funds for any purpose not provided for in the Budget. In the event that the Contractor uses State funds for any purpose not provided for in the budget or spends State funds in excess of the amounts in the Budget, the Department, in its sole discretion, may cancel this Agreement, reduce the amount payable to the Contractor by the amount of such over-expenditures, and/or take any other action the Department deems appropriate.

F. Budget Modifications.

The Budget contains the fees to be charged and expenses to be incurred by the Contractor during the term of this Agreement. The Contractor shall submit all requests for Budget Modifications to the Local Empire Zone Board Chairman for review. The rates of reimbursement contained in the budget shall not be increased. The Contractor may adjust the components of said fees and expenses by an amount of up to ten percent (10%) of the original amount of such components; provided, however, that the total consideration payable to the Contractor by the Department shall in no way be altered as a result of such adjustments. The Contractor must obtain the written approval of the Project Manager for any adjustment of the components of said fees and expenses by an amount in excess of ten percent (10%) of the original amount of such components.

IV. REPRESENTATIONS, WARRANTIES AND COVENANTS.

A. The Contractor represents, warrants and covenants that funds paid to the Contractor pursuant to this Agreement or any materials or services contributed by the Department shall not be used in any manner for any of the following purposes:

1. the purchase of real property;
2. the payment for the cost of meals, except when in travel status, of employees or staff of the Contractor;
3. political activities of any kind or nature, including, but not limited to, furthering the election or defeat of any candidate for public, political or party office, or for providing a forum for such candidate, or promoting the passage, defeat, or repeal of any proposed or enacted legislation; or
4. religious worship, instruction or proselytizing as part of, or in connection with, the performance of this Agreement.

B. The Contractor further represents, warrants and covenants that:

1. it is a duly appointed agent of the Local Zone Administrative Board possessing actual and express authority to bind the Board with respect to the subject matter of this Agreement;
2. neither any member of its governing body, nor any of its officers, employees, consultants or subcontractors have given anything of value to anyone to procure this Agreement between the parties or to influence any official act or the judgment of any person in the negotiation of any of the terms of this Agreement;
3. the Department's payments shall not duplicate reimbursement of costs or services received or receivable from other sources;
4. it has received or will receive written commitments for the matching funds set forth in Appendix B; and
5. it shall provide in writing to the Department, commitments for any additional local matching funds added to Appendix B as a result of a budget modification or an increase in State funds.

V. CANCELLATION OF AGREEMENT.

A. Right to Cancel.

The Department shall have the right to cancel this Agreement on the following terms and conditions:

1. For Cause. Upon any breach, default, or other defect of performance or breach of any representation, warranty or covenant by the Contractor under this Agreement, the Department may cancel this Agreement immediately by giving the Contractor written notice.

2. For Convenience. Notwithstanding any provisions contained herein to the contrary, the Department may cancel this Agreement for its own convenience by giving five (5) days written notice to the Contractor. Upon exercising the Department's right to cancel this Agreement pursuant to this subparagraph 2, the Department shall pay all necessary costs incurred by the Contractor pursuant to this Agreement, up to the date of receipt of the written notice of cancellation, upon delivery of all reports to the Project Manager.

B. Procedure Upon Cancellation.

Upon the cancellation of this Agreement, the Contractor shall comply with all Department cancellation procedures, including, but not limited to:

1. submission of a final progress report within thirty (30) days of the receipt of a notice of cancellation. Such report shall include a detailed evaluation of the Contractor's activities pursuant to this Agreement;

2. submission of a final financial report of receipts and expenditures of funds pursuant to this Agreement within thirty (30) days of the receipt of a notice of cancellation. Such report shall be made by a certified public accountant or licensed public accountant appointed by the Contractor with the approval of the Department;

3. providing the Project Manager with an inventory of furnishings, equipment and other property purchased with funds received pursuant to this Agreement, within thirty (30) days of the receipt of a notice of cancellation, and carrying out any Department directives concerning the disposition thereof;

4. not incurring any further obligations or making any further payments pursuant to the terms of this Agreement beyond the date of receipt of a notice of cancellation, except as may be approved separately in writing by the Department, for a period not to exceed thirty (30) days from receipt of the notice of cancellation; and

5. making available to the Department or its designees all documents, reports and materials related to this Agreement.

In the event the Contractor defaults on its obligations to the Department under this Agreement, or in the event any representation or warranty made by the Contractor in connection with this Agreement shall have been incorrect in any material respect when made, then the Department may demand repayment of all payments made by it to the Contractor, and the Contractor, upon such demand, shall make full repayment to the Department.

## VI. RELATIONSHIP.

A. The relationship of the Contractor to the Department arising out of this Agreement shall be that of an independent contractor. The Contractor, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the Department or the State of New York by reason hereof, and that it will not by reason hereof, make any claim, demand or application for any right or privilege applicable to an officer or employee of the Department or the State of New York including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.

B. All personnel of the Contractor shall be within the employ of the Contractor only, which alone shall be responsible for their work, their direction, and their compensation. Nothing in this Agreement shall impose any liability or duty on the Department or the State of New York on account of any acts, omissions, liabilities or obligations of the Contractor or any person, firm, company, agency, association, corporation, or organization engaged by the Contractor as expert, consultant, independent contractor, specialist, trainee, employee, servant or agent, or for taxes of any nature including, but not

limited to, unemployment insurance and workers' compensation, and the Contractor hereby agrees to indemnify and hold harmless the Department and the State of New York against any such liabilities.

VII. INDEMNITY.

The Department shall not be liable for any debts, liens or encumbrances incurred by the Contractor or its principal, the Board of the Zone. The Contractor hereby agrees to indemnify and save harmless the Department and the State of New York against any and all claims, liability, loss, damages, costs or expenses which the Department or the State of New York may hereafter incur, suffer or be required to pay by reason of any negligent or willful act or omission of the Contractor in the performance of this Agreement.

VIII. MISCELLANEOUS PROVISIONS.

Upon expiration or cancellation of this Agreement, all finished and unfinished documents, data, studies and reports, and other property purchased by the Contractor with funds provided by the Department pursuant to this Agreement, shall become the property of the Department.

IX. APPENDICES.

Appendices A, B, C, D and E, attached hereto, are in every respect made a part of this Agreement as if fully set forth herein.

X. APPROVAL REQUIRED.

This Agreement shall not be binding upon the Department until approved by the Department of Law and the Office of the State Comptroller.

XI. WAIVER.

A waiver of enforcement of any provision of this Agreement by the Department shall not constitute a waiver by the Department of any other provision of this Agreement, nor shall it preclude the Department from subsequently enforcing such provision thereafter.

XII. SEVERABILITY.

Any provision of this Agreement found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Agreement.

XIII. MODIFICATION

The foregoing and the Appendices attached hereto contain the entire Agreement of the Contractor and the Department and no modification thereof shall be binding unless the same is in writing, signed by the respective parties, and approved by the Department of Law and the Office of the State Comptroller.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

CONTRACT NUMBER C004219

Agency Certification

In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract.

NEW YORK STATE  
DEPARTMENT OF ECONOMIC DEVELOPMENT

\_\_\_\_\_  
Joseph LaCivita, Deputy Commissioner

DATED: \_\_\_\_\_

Town of Riverhead Community Development Agency

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATED: \_\_\_\_\_

FEDERAL ID NO.: 11-6001935

ATTORNEY GENERAL'S SIGNATURE

COMPTROLLER'S SIGNATURE

\_\_\_\_\_

\_\_\_\_\_

DATED: \_\_\_\_\_

DATED: \_\_\_\_\_

2005/2006 EDZ ADMINISTRATIVE GRANT  
Town of Riverhead Community Development Agency

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

On the \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, before me, the undersigned, a Notary Public in and for said state, 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 of Notary Public

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the State and any attempts to assign the contract without the State's written consent are null and void. The Contractor may, however, assign its right to receive payment without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 122 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 621B of the Education Law), if this contract exceeds \$15,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$30,000 (State Finance Law Section 163.6.a).

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or

and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, disability, sex, or national origin, discriminate in hiring against any New York citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 230 or Section 239 as well as possible termination of this contract and forfeiture of all moneys hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statute except as otherwise provided in the Labor Law as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor warrants, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further warrants that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned affiliated person, firm, partnership or corporation has participated, is participating, shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce

Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State'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 State with regard to this contract, any other contract with any State 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 State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER. All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such

number or numbers, the payee, on its New York State standard voucher, must give reason or reasons why the payee does not have number or numbers.

(b) PRIVACY NOTIFICATION. (1) The authority request the above personal information seller of goods or services or a lessor of personal property, and the authority to maintain such information, is found in Section 5 State Tax Law. Disclosure of this information to the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the tax administration administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

(2) The personal information is requested by the purchasing unit of the agency contractor purchase the goods or services or lease the real or personal property covered by this contract. The information is maintained in New York State's Central Accounting System by the Director of Accounting Operations, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of Executive Law, if this contract is: (i) a written agreement or purchase order instrument, provided for a total expenditure in excess of \$25,000 whereby a contracting agency is committed to expend or does expend funds in return for labor services, supplies, equipment, materials or combination of the foregoing, to be performed or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency

APPENDIX A

labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State; or (iii) banking services, insurance policies or the sale of securities. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Governor's Office of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify

the State, in writing, of each and every address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have (30) calendar days after service hereunder complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that wood products to be used under this contract will be in accordance with, but not limited to, the specifications and provisions of State Law §165. (Use of Tropical Hardwoods) prohibits purchase and use of tropical hardwoods unless specifically exempted, by the State governmental agency or political subdivision in which the work is to be performed. Qualification for exemption under this law will be the responsibility of the contractor to establish to the satisfaction of the State.

In addition, when any portion of this contract involving the use of woods, whether supplied by the Contractor or subcontractor, is to be performed by a subcontractor, the prime Contractor will inspect and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must be approved by the State; otherwise, it may not be considered responsive. Under the provisions of this law, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992) the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law) and shall permit independent monitoring and compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunity for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State business enterprises and suppliers is available from:

NYS Department of Economic Development  
Division for Small Business  
30 South Pearl St -- 7<sup>th</sup> Floor  
Albany, New York 12245  
Telephone: 518-292-5220

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development  
Division of Minority and Women's Business Development  
30 South Pearl St -- 2nd Floor  
Albany, New York 12245  
<http://www.empire.state.ny.us>

APPENDIX A

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. PURCHASES OF APPAREL. In accordance with State Finance Law 162 (4-a), the State shall not purchase any apparel from any vendor unable or unwilling to certify that: (i) such apparel was manufactured in compliance with all applicable labor and occupational safety laws, including, but not limited to, child labor laws, wage and hours laws and workplace safety laws, and (ii) vendor will supply, with its bid (or, if not a bid situation, prior to or at the time of signing a contract with the State), if known, the names and addresses of each subcontractor and a list of all manufacturing plants to be utilized by the bidder.

Indicate the source of local matching funds (cash and/or in-kind contribution). Indicate the date when the funds will become available for use - **MUST BE AVAILABLE DURING CONTRACT YEAR**. For each cash and in-kind contribution, attach a resolution or letter of commitment from each contributing organization specifying the amount of the match, whether it is cash or in-kind, when it will be available, an original, dated signature, and what the purpose of the funds are. On the bottom of each attached resolution or letter, include the Zone name and Application B, 5.2, etc.

**CASH:**

Jurisdiction/Organization (Contributing Entity Name)	Amount of Cash Match	Date When Funds are Available (month/day/year)
1. Suffolk County	\$ 29,000 ✓	01/01/05
2. Town of Babylon	\$ 25,000 ✓	06/03/05
3. Town of Southampton	\$ 1,000 ✓	06/30/05
4.	\$	

**TOTAL (MUST match Cash column total in APPENDIX B - Proposed Program Budget): \$55,000**

**IN-KIND:**

Jurisdiction/Organization (Contributing Entity Name)	Amount of In-Kind Match	Time Frame that Services will be Available for Match (within contract period)
1. Town of Riverhead	\$ 24,000 ✓	Concurrent
2.	\$	
3.	\$	
4.	\$	

**TOTAL (MUST match In-Kind column total in APPENDIX B - Proposed Program Budget): \$24,000**

**ZONE NAME: Suffolk County/Town of Riverhead** **2005/2006**

CALVERTON ECONOMIC DEVELOPMENT ZONE COMMISSION  
ADMINISTRATIVE SERVICES AGREEMENT

THIS AGREEMENT entered into this 17th day of November, 1998, by and between the CALVERTON ECONOMIC DEVELOPMENT ZONE COMMISSION (CEDZC), a Local Board created pursuant to Article 18B of the General Municipal Law of New York State, with its directors appointed by the Town of Riverhead (TOR), having its office located at 200 Howell Avenue, Riverhead, New York 11901 and the TOWN OF RIVERHEAD COMMUNITY DEVELOPMENT AGENCY (CDA), a public benefit corporation, created under article 15 of the New York State General Municipal Law, having offices for doing business located at 200 Howell Avenue, Riverhead, New York 11901.

WITNESSETH

WHEREAS, the TOWN OF RIVERHEAD has been awarded Economic Development Zone status, by the New York State Economic Development Zone Board on June 3, 1998 (Zone) and as such has created the "Calverton Economic Development Zone Commission" consistent with the requirement for a Zone Administrative Board to carry out the local Economic Development Zone activity; and

WHEREAS, The CEDZC wishes to enter into a contract for services with the CDA for the CDA to provide all administrative services in connection with all local Economic Development Zone activity; and

WHEREAS, It is consistent with the purpose of the CDA and with Public Law 103-C337 of the United States Congress (10/94) to promote, assist, and pursue economic development of the CALVERTON ENTERPRISE PARK (CEP), formerly NAVAL WEAPONS INDUSTRIAL RESERVE PLANT (NWIRP) in the Town of Riverhead to achieve job creation, tax revenues and improved economic prosperity for the community of Riverhead; and

WHEREAS, The use of its rights and powers are deemed to be a public purpose essential to the public interest, and for which public funds may be expended; and

WHEREAS, The attraction of new industry, recreational and commercial enterprises, and tourism related facilities, encouraged by the Economic Development Zone Status is related to the general prosperity of the Country, and will result in increased employment opportunities and an increase in the tax base; and

WHEREAS, Pursuant to Article 18B Section 963 Paragraph B-viii of the General Municipal Law of New York State, the CEDZC is authorized to contract with the CDA for the purpose of providing economic development and administrative service for the Zone, except loan and grant funds, lease payments and other payments duly authorized, and to annually appropriate funds and authorize payment thereof..

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein after set forth, the parties do hereby agree as follows:

#### ARTICLE I, AS TO THE COMMUNITY DEVELOPMENT AGENCY

The CDA shall provide Administrative Services for the CEDZC consistent with Article 18B Sections 955 through 969 of the General Municipal Law of New York State.

1. More specifically the CDA shall provide or cause to be provided by its agents, employees, representatives, contractors, or any other party necessary to carry out this agreement, the following services:
  - A. Develop and carry out the marketing and promotion of the Zone.
  - B. Assist companies within the Zone in applying for available benefits, preparation of applications for financial assistance, and other technical assistance services.
  - C. Develop and implement a strategic economic development zone plan as part of the overall strategic planning process of the Calverton Zone.
  - D. Coordinate the delivery of economic development programs within the Zone.

E. Operate such other economic development assistance programs in furtherance of the Zone, including efforts to ensure meaningful participation by minority and women owned businesses and Zone activities;

F. The CDA will provide additional administrative services as follows:

1. Assist in the preparation of the annual Zone operating budget.
2. Prepare and submit in a timely manner all required reports.
3. Attend regular and special meetings of the Zone Administrative Board and keep accurate and comprehensive records and minutes of those meetings.
4. Maintain accurate and comprehensive records of all Zone Activity.
5. Assist in the interviewing, hiring and supervision of Zone administrative personnel.
6. Maintain a separate financial accounting system for the receipt and expenditure of funds with the approval of the CEDZC.
7. Ensure that the purchases of services and commodities adhere to State and local laws and regulations.
8. Provide office space, heat and light in-kind.
9. Provide quarterly and annual financial reports prepared by staff.
10. Annual audit provided.
11. Generally oversees the administrative functions of Zone.
12. Drawdown of funds on behalf of the CEDZC and expenditures thereof based upon activities authorized by the CEDZC.

## ARTICLE II. AS TO THE CEDZC

1. In the event the CEDZC generates funds from Zone members or any other allowable source, the CEDZC will appropriate same to the CDA to carry out the economic development Zone program. The appropriation will be used solely to provide marketing, administrative services, and other activities the CDA may be involved in to further the purpose of the Calverton Economic Development Zone and may not be used for any other governmental purpose.

### ARTICLE III. TERMINATION OF AGREEMENT

1. This agreement may be terminated by either party, at any time, by the delivery to the other party of a 60 sixty day written notice of termination of the Agreement, stating in good faith and for good and valid reasons why such party is terminating this agreement.
2. In the event of such termination the CEDZC and the CDA shall perform such services and pay such monies as are necessary to carry out their respective obligations under the Agreement up to the date of termination.
3. Any notice required to be given to either party, in accordance with the terms of the Agreement shall be delivered in person or by first class mail, return receipt requested, at the address of such party as herinbefore set out.

### ARTICLE IV. EXTENT OF AGREEMENT

1. This Agreement represents the entire Agreement between the Calverton Economic Development Zone Commission and the Town of Riverhead Community Development Agency. This Agreement may be amended only by written instrument signed by both parties, and such amendment shall be attached to this agreement.

### ARTICLE V. TERM OF THIS AGREEMENT

1. The term of this agreement shall be on a year to year basis automatically renewed, terminated or modified.

IN WITNESS WHEREOF, This Agreement has been executed by the Calverton Economic Development Zone Commission and the Town of Riverhead Community Development Agency, and is effective from the day and year first above written.

The Calverton Economic Development Zone Commission:

By: *[Signature]* Date: 11/17/98  
Chairman;

Town of Riverhead Community Development Agency:

By: *[Signature]* Date: 12/3/98  
Chairman;

MEMORANDUM OF UNDERSTANDING

MEMORANDUM OF UNDERSTANDING made this 3<sup>rd</sup> day of March *June*

2003, by and between the TOWN OF RIVERHEAD, having its principal office at Town Hall, 200 Howell Avenue, Riverhead, New York, 11901, (hereinafter referred to as "the Town") and the COUNTY OF SUFFOLK, having a principal office at the H. Lee Dennison Building, 100 Veterans Memorial Highway, Hauppauge, New York 11788 (hereinafter referred to as "the County").

WHEREAS, on September 16, 1997 the Suffolk County Legislature adopted Resolution No. 803-1997 setting forth zone boundaries and authorizing the Suffolk County Executive to submit an application for Economic Development Zone designation as primary applicant, and the TOWN as joint applicant adopted Local Law 12-1997 on September 29, 1997 which designated the boundaries of the zone, the Town Attorney as the ZONE certifying officer, and the generic composition of the Zone Administration Board ("ZAB"), which actions were taken in consultation with and upon the advice of the New York State Department of Economic Development ("DEPARTMENT")

WHEREAS, the DEPARTMENT reviewed the application, as submitted, and recommended approval, and designation of a portion of the Calverton Enterprise Park as an Economic Development Zone (subsequently renamed "Empire Zone" and hereinafter referred to as "ZONE"), was then made by the Empire Zone Designation Board, in June of 1998; and

WHEREAS, the composition of the Zone Administration Board has been constituted in accordance with the application and appointments made thereto by Resolutions of the Riverhead Town Board including Resolution #747 (1998), 1098 (1998), and 519 (1999), and in 1999 the COUNTY and TOWN agreed, with the concurrence of the DEPARTMENT, that the Chairperson of the ZAB shall be the County Executive's designee and that the balance of the ZAB would be maintained, as constituted by the TOWN;

WHEREAS, the DEPARTMENT has now determined, by letter dated January 13, 2003, that the COUNTY must adopt a Local Law to be in compliance with General Municipal Law Section 961, and regulations promulgated thereunder;

WHEREAS, a Boundary Revision Preapplication was submitted for the ZONE in 1999 requesting allocation of the 32 undesigned acres in the ZONE to downtown Riverhead, and including a detailed specific map of the area to be so designated;

WHEREAS, the COUNTY requested certain changes to the boundaries of the ZONE beginning in December 2001; and

WHEREAS, on June 5, 2002 the ZAB approved a proposal to include ZONE designation on 32 acres of downtown Riverhead, 25 acres in Riverside, 139.45 acres within the fence at Grunman and 48 acres at Gabreski Airport;

WHEREAS, on July 11, 2002, the ZAB submitted to the DEPARTMENT a Preliminary Boundary Revision proposal which requested that the 32 undesigned acres in the ZONE, together with 292.26 acres from within the ZONE shall be reallocated as approved at their June 5, 2002 meeting;

WHEREAS, a Public Hearing on the 2002 Preliminary Boundary Revision proposal was duly noticed for and held on September 3, 2002 by Resolution of the Town Board of Riverhead;

WHEREAS, on December 3, 2002, the Riverhead Town Board defeated Resolution #1209 (2002), which had support of the ZAB, and in its place adopted Resolution #1245 (2002), reflecting transfer of 61 acres to downtown Riverhead and 139 acres within the industrial area at Calverton Enterprise Park.

IT IS HEREBY AGREED, by and between the parties as follows:

1. The COUNTY shall enact a Local Law in accordance with General Municipal Law Section 961 designating the Riverhead Town Attorney as ZONE certifying officer, and designating the generic composition of the ZAB and the boundaries of the ZONE, to mirror the TOWN's own Local Law 12-1997. The TOWN shall adopt legislation amending the boundaries of the Empire Zone as detailed in numbered paragraph five (5) of this Memorandum of Understanding.
2. Neither the COUNTY nor the County Executive's designee to the ZAB shall take any action to reconstitute the ZAB other than that the Suffolk County Legislature shall appoint two (2) additional ZAB members to represent the two new zone areas, Wyandanch and Riverside. Any future appointments or filling of vacancies, other than that of the County Executive's designee, Wyandanch and Riverside representatives shall be made by the Riverhead Town Board.

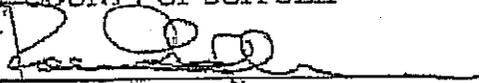
3. The TOWN's Community Development Agency is the entity authorized by the Zone Administrative Board (ZAB) to administer the ZONE, and shall continue to be such, recognizing that the ZONE administrators have full responsibility to promote and assist the development of businesses in those areas of Suffolk County covered by this Memorandum of Understanding, which are duly authorized subzones.
4. The Zone Coordinator will continue on the TOWN's payroll and will continue to report directly to the Director of the Community Development Agency in the Town of Riverhead.
5. A revised preliminary Boundary Revision application shall be submitted to the DEPARTMENT, upon approval by the ZAB, for which a Local Law must be adopted by the Suffolk County Legislature and the Riverhead Town Board, to include the following:
  - a. 61 acres to Downtown Riverhead
  - b. 139.5 additional industrially-zoned acreage within the Calverton Site
  - c. 25 acres to Wyandanch, Town of Babylon
  - d. 7 acres to Riverside, Town of Southampton
  - e. Approximately 2 acres in Riverside, Town of Southampton comprised of six lots with tax map designations: 0900-118-02-3.1,4,5,6,7,29
  - f. 48 acres at Gabreski Airport, Town of Southampton
  - g. These parcels total approximately 282.5 acres, with a total of 1157 retained at the Grumman property.

6. Areas to be undesignated will include 53.43 acres within the fence retained by the US Navy, 14.57 acres from the sewage treatment plant site, and 180.5 acres of runway surface and taxi-way on the 7000 foot runway. These parcels, combined with the originally undesignated 32 acres, total 280.5 acres. Upon completion of this boundary revision, no undesignated acreage will remain.
7. Administrative funding will continue for the July, 2002 – June, 2003 contract year with funding from NYS at \$47,000, Suffolk County at \$29,000 and Town of Riverhead at \$24,000. The Town of Babylon has committed \$25,000 annually for administrative funding. The Town of Southampton has committed to a pro rata share of funding based on the annual administrative budget of the Suffolk County Empire Zone, to be calculated based on 7 acres of zone designation out of a total 1280. Additional funding may need to be sought from the Suffolk County Legislature, the Riverhead Town Board, the Southampton Town Board and the Babylon Town Board for future contract years should administrative funding not be provided in the state budget.
8. The ZAB Chairperson will prepare a revised preliminary boundary revision application for submission to the DEPARTMENT which will include all DEPARTMENT requirements as set forth in the most recent preliminary application forms. The TOWN will provide detailed information to the ZAB Chairperson relating to the areas within the TOWN for designation and undesignation as stated above, including

maps, tax map numbers of all downtown parcels, draft resolution of the TOWN authorizing boundary revision application in accordance with draft language provided by the DEPARTMENT, and specific details regarding the 182.5 acres of runway and taxi-way areas for deletion of designation and sewage treatment plant area, including maps, tax map parcel numbers, metes & bounds, and/or coordinates.

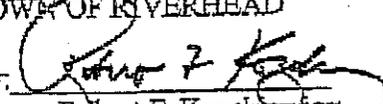
9. Upon adoption of appropriate authorizing resolutions by the Suffolk County Legislature and the Riverhead Town Board, and signatures of the chief elected officials of both jurisdictions, and the concurrence of the DEPARTMENT, this Memorandum of Understanding shall be deemed fully executed.

THE COUNTY OF SUFFOLK

By: 

Robert J. Gaffney  
County Executive

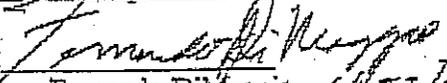
TOWN OF RIVERHEAD

By: 

Robert F. Kozakiewicz  
Town Supervisor

Concurred with by

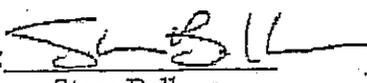
THE NYS Department of Economic Development

By: 

Fernando DiMaggio 4/23/03  
Director, Empire Zones Program

Concurred with by

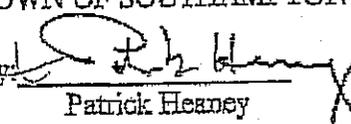
TOWN OF BABYLON

By: 

Steve Bellone  
Town Supervisor

Concurred with by

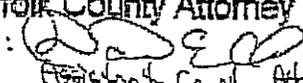
TOWN OF SOUTHAMPTON

By: 

Patrick Heaney  
Town Supervisor

Approved as to Form  
Not reviewed as to Execution

Robert J. Cimino  
Suffolk County Attorney

By: 

Assistant County Attorney

B-110

11/17/98

CALVERTON ECONOMIC DEVELOPMENT ZONE COMMISSION  
RESOLUTION #1  
ADOPTED 11/17/98

Edwin Tuccio offered the following resolution which was

seconded by George Tvelia.

WHEREAS, by Article 18-B of the General Municipal Law of the State of New York, the Legislature authorized the designation of 40 Economic Development Zones; and

WHEREAS, by amendment of June 1996, the Legislature authorized additional zones; and

WHEREAS, by notification dated June 22, 1998, the state officially designated a portion of the Calverton site as an Economic Development Zone; and

WHEREAS, By Riverhead Town Board Resolution #747 dated August 18, 1998, the Riverhead Town Board established the Zone Administrative Board and designated the Directors thereof, and

WHEREAS, the Zone Administrative Board is authorized by its enabling regulations to enter into contract <sup>with</sup> an existing local redevelopment agency for administration of funds and other administrative functions and such authority is provided to the commission in Article IX of the by-laws of the Calverton Economic Development Zone Commission.

THEREFORE, be it resolved, that the Board of Directors hereby authorizes the Chairman to execute the attached agreement for the Town of Riverhead Community Development Agency, which delegates to the Community Development Agency various zone administrative functions.

BE IT FURTHER RESOLVED, that a copy of this resolution shall be provided to the Town of Riverhead Community Development Agency, to the New York State Economic Development Zone office, Attention: Mr. Fred DiMaggio, and to the Town Attorney.

RESOLUTION NO. 72 JANUARY 28, 2003  
SUPPORT AND CONCURRENCE WITH THE  
SUFFOLK COUNTY EMPIRE ZONE  
(FORMERLY ECONOMIC DEVELOPMENT ZONE)  
REVISION APPLICATION

The following resolution was offered by Councilwoman Quirk  
and seconded by Councilman Horsley:

WHEREAS, New York State has created the Empire Zones Program (formerly the  
Economic Development Zone Program) to encourage industrial and commercial development in  
selected municipalities across the State; and

WHEREAS, Suffolk County, as an eligible municipality, received designation of an  
Empire Zone made up of sub-zones including portions of the Town of Riverhead; and

WHEREAS, New York State has amended the Zones program to increase benefits  
and allow additional sub-zones; and

WHEREAS, Suffolk County intends to revise the Suffolk County Empire Zone  
boundaries to encourage industrial and commercial development and to allow for the creation of an  
additional sub-zone in the Town of Babylon; and

WHEREAS, the Town of Babylon is committed to the development of new  
business within the proposed sub-zone; and supports the establishment of appropriate zoning  
revisions regarding use and density which will enhance development potential within the proposed  
Empire Zone area; and

WHEREAS, the Town of Babylon wishes to support and concur with the Empire  
Zone revision application and is committed to sharing in the administrative costs of the proposed  
Town of Babylon Empire Zone sub-zone in the amount of Twenty-Five Thousand and 00/100

(\$25,000.00) Dollars annually,

NOW, THEREFORE, be it

RESOLVED, that the Town Board of the Town of Babylon, in its capacity as governing body of the Town, does hereby support and concur with the Suffolk County Empire Zone revision application; and be it further

RESOLVED, that the Town of Babylon be and is hereby committed to sharing in the administrative costs of the proposed Empire Zone sub-zone in the amount of Twenty-Five Thousand and 00/100 (\$25,000.00) Dollars annually.

VOTES: 5      YEAS: 5      NAYS: 0  
The resolution was thereupon declared duly adopted.

**EMPIRE ZONES PROGRAM  
ADMINISTRATIVE FUNDING - 2005/2006  
PROPOSED PROGRAM BUDGET**

FY 2005/2006

	(1)	(2)	(3)	(4)	(5)
LINE ITEMS	LOCAL SHARE		STATE SHARE		APPROVED GRANT AMOUNT
	Cash	In-Kind	*State	TOTAL	
<b><u>PERSONAL SERVICES:</u></b>					
Salaries	7,740	24,000	37,510	69,250	
Fringe Benefits	15,750			15,750	
<b><u>NON-PERSONAL SERVICES:</u></b>					
Supplies	230			230	
Travel	3,000			3,000	
Equipment Rental					
Equipment Purchases					
Real Estate Rental					
Telephone	2,000			2,000	
Utilities					
Postage	250			250	
Printing					
Consultant Services	23,830			23,830	
Strategic Planning (funds may not be Used for marketing purposes)					
Miscellaneous (specify)					
Outreach	1,000			1,000	
Contingency	1,200			1,200	
<b>TOTAL BUDGET</b>	<b>55,000</b>	<b>24,000</b>	<b>\$37,510</b>	<b>\$116,510</b>	

INSTRUCTIONS: Applicant to complete columns 1-4 only. Reconcile Columns 1, 2 and 3 to Column 4 to insure an accurate budget. \* State share limited to a maximum of \$37,510

**ZONE NAME: Suffolk County/Town of Riverhead**

2005/2006

State Use Only Date:

If supplied information is inaccurate, provide corrections on this form and check box BELOW.  
AREAS THAT ARE *ITALICIZED* NEED TO BE COMPLETED.

1. Name of Applicant: Town of Riverhead

2. \* Contractor's Full Name: Town of Riverhead Community Development Agency

*This name will appear on your contract - If name is incorrect, please make changes.* (See 'B, 2(b) and Definitions 'G)

3. Zone Administrative Board Chairman: Jim Morgo Title: Commissioner, Econ Dev/Wkf Hsg

Affiliation: County of Suffolk  
Address: P.O. Box 6100 H. Lee Dennison Building  
Hauppauge, NY 11788  
Phone: 6318534000 Fax: E-Mail:

Contact for contract administration: Andrea Lohneiss Title: Director

Affiliation: Town of Riverhead Community Development Agency, 200 Howell Avenue,  
Riverhead, NY 11901  
Phone: 631-727-3200 X 287 Fax: 631-853-6088

Zone Coordinator: Tracy Stark

Affiliation: Town of Riverhead Community Development Agency  
Address: 200 Howell Avenue  
Riverhead, NY 11901  
Phone: (631) 727-3200 x373 Fax: 6312083023 E-mail: edz@riverheadli.com

4. County: Suffolk

5. Federal ID#: 11-6001935

6. *Charity Registration # (NFP Only):*

Assembly District #: 1

Representative(s) Name: Mark Alesse

Senate District #: 1

Representative(s) Name: Kenneth LaValle

9. *Indicate contractor classification (check one):*

Municipal Corp.

Not-for-Profit

List names and titles of all persons who have the authority to approve and/or sign the contract, vouchers, and contract modifications: (Please Type or Print)

Name Honorable Phil Cardinale

Title Supervisor TOR/Vice Chairman SC/TOR EZ

Name Jim Morgo

Title Chairman SC/TOR EZ

Name Andrea Lohniess

Title Director CDA

As Chairman of the Zone Administrative Board, I testify that the information provided herein is true and accurate. Further, I do hereby approve the submission of this administrative grant funding application.

Signature:

Jim Mergo Chair

Date:

11/15/05

\* If other than applicant, attach ZAB resolution and label the bottom of each page, with the Zone name and Application Page 1-2, etc.

ZONE NAME: Suffolk County/Town of Riverhead

2005/200

Application B - 2

CHECK BOX IF CHANGES WERE MADE TO ABOVE DATA:



11. The 200~~3~~<sup>7</sup> Zone Annual Report, on file with the NYS Department of Economic Development EZ office on August 15, 2004, describes goals to be accomplished under this contract. Funds requested in this application must be used exclusively for the purposes and projects outlined in this Report.

12. If consultant services are used, provide the following information:

- Name and address
- Dollar amount of the work to be performed
- Description of the services to be provided
- Approximate time frame for services to be rendered

If additional pages are necessary, include the Zone name and **Application B - 3.1**, etc. on bottom of each page.

**ZONE NAME: Suffolk County/Town of Riverhead**

**2005/2006**

3. List EACH employee's name, title and total annual salary who will receive a portion of their compensation through Empire Zones Funds. In the last column, show the portion of the total salary that will be paid with Empire Zone's share and the local (cash and in-kind) share of funds. Add the share of Empire Zone Fund **plus** the share of local funds for each employee. The combined total of the last column must match the total of the salaries line (Local Cash/In-Kind Salaries and State/Salaries) on Appendix B, Proposed Program Budget. Do not include Fringe contributions in the calculation.

TITLE	NAME	TOTAL ANNUAL SALARY	SHARE OF EMPIRE ZONES FUNDS PLUS LOCAL SHARE
1. Empire Zone Coordinator	Tracy Stark	\$ 61,750	\$ 61,750
2. Community Development Director	Andrea Lohneiss	\$100,000	\$ 7,500
3.		\$	\$
4.		\$	\$
5.		\$	\$

Briefly describe the duties each employee will perform in relation to the administration of the Zones:

1. Tracy Stark is responsible for coordinating with the appropriate agencies, all EZ programs, reviewing applications and performing the cost benefit analysis for zone benefits, managing programs & human resources, preparing budget & annual reports, marketing & public relations of the zone, and the daily operation of the zone and it's office. She is responsible to the Zone Administrative Board and the Supervisor to the Town of Riverhead. She is an employee of the Town of Riverhead.

2. Andrea Lohneiss is the Director of the Community Development Agency for the Town of Riverhead. Ms Lohneiss oversees the administration of the zone. She is an employee of the Town of Riverhead and is responsible to the Supervisor for the Town of Riverhead.

3.

4.

ZONE NAME: Suffolk County/Town of Riverhead

2005/2006

**RESOLUTION:** 2005-1456  
**CATEGORY:** Budget & Finance  
**SPONSORED BY:** Supervisor Patrick Heaney  
**DEPARTMENT:** Supervisor

**Authorizing Administrative Payment for Empire Zone**

WHEREAS, New York State has created the Empire Zone Program to encourage economic development in select municipalities throughout the State; and

WHEREAS; Suffolk County as an eligible municipality received designations for Empire Zone credits in sub-zones within the Town of Southampton; and

WHEREAS; administrative expenses for operation of the Empire Zone are split among the State, County and Towns and the Town of Southampton's total pro rata share is calculated to be \$1,000 based on its proportion of total Empire Development Rights; therefore be it

RESOLVED, that the Town Board of the Town of Southampton authorizes \$1,000 for Empire Zone administrative costs from GL Code 01-10-1220-20-6401-1001 (Contracts--Hamlet Services) for the contract year (July 2005 to July 2006) and directs the Town Clerk to forward a copy of this resolution to Tracy Stark, Empire Zone Coordinator and James Morgo, Director of Economic Development for Suffolk County.

✓ Vote Record - Resolution 2005-1456						
			Yes/Aye	No/Nay	Abstain	Absent
<input checked="" type="checkbox"/> Adopted	Patrick Heaney	Voter	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/> Adopted as Amended	Nancy Graboski	Voter	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Defeated	Dennis Suskind	Seconder	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Tabled	Steven Kenny	Initiator	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Withdrawn	Linda Kabot	Voter	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

B-20

This resolution was DULY ADOPTED on October 04, 2002 10:00 AM

**RESOLUTION:** 1359  
**CATEGORY:** MISCELLANEOUS  
**SPONSORED BY:** Sponsor Heaney  
**TITLE:** RESOLUTION OF ADMINISTRATIVE SUPPORT FOR THE SUFFOLK COUNTY EMPIRE ZONE IN RIVERSIDE

WHEREAS, New York State has created the Empire Zone Program, formerly known as the Economic Development Zone Program, to encourage industrial and commercial development in selected municipalities across the State; and

WHEREAS, Suffolk County, as an eligible municipality, received designation of an Empire Zone at Calverton in the Town of Riverhead; and

WHEREAS, this Town Board has supported an application revising the boundaries of the Empire Zone at Calverton to include a portion of the Riverside community within an Empire Zone subzone as part of a proposed Maritime Planned Development District; and

WHEREAS, administrative expenses for operation of the Empire Zone are currently split among New York State (50%), the County of Suffolk (25%), and the Town of Riverhead (25%); and

WHEREAS, it is the intention of the Town Board of the Town of Southampton to contribute, on a pro rata basis, to those administrative costs once the boundary revision has been approved by New York State; and now

THEREFORE BE IT RESOLVED, that the Town Board of the Town of Southampton supports a pro rata sharing of the town portion of administrative expenses relative to the 25 acre Empire Zone designation being proposed for the Riverside community.

B-21



November 7, 2005

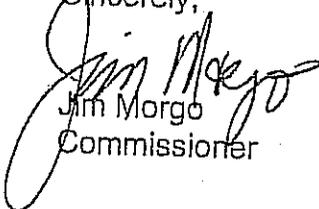
Tracy Stark, Empire Zone Coordinator  
Suffolk County/Town of Riverhead Empire Zone  
200 Howell Avenue  
Riverhead, New York 11901

Dear Ms. Stark:

Please be advised that Suffolk County has included in its 2006 Recommended Budget \$29,000 as its commitment to funding Suffolk County/Town of Riverhead Empire Zone.

Thank you.

Sincerely,

  
Jim Margo  
Commissioner

JM/kmb



Steve Lavy  
Suffolk County Executive

Jim M. Margo  
Commissioner

H. Lee Dennison Bldg., 2nd Floor • Hauppauge, Long Island, NY 11788-0099 • phone: 631-853-4800 fax: 631-853-4888 • [www.suffolkcountyny.gov/exec/ecex11](http://www.suffolkcountyny.gov/exec/ecex11)

B-22



# TOWN OF RIVERHEAD

PHIL CARDINALE, SUPERVISOR

200 HOWELL AVENUE  
RIVERHEAD, NEW YORK 11901  
(631) 727-3200 EXT. 251  
FAX (631) 727-6712  
WWW.RIVERHEADLI.COM

November 18, 2005

Tracy Stark, Empire Zone Coordinator  
Suffolk County/Town of Riverhead Empire Zone  
200 Howell Avenue  
Riverhead, New York 11901

Dear Ms. Stark:

Please be advised that the Town of Riverhead has included \$24,000 in its adopted budget for 2006 as its commitment to funding the Suffolk County/Town of Riverhead Empire Zone. The town adopted a budget for 2005 in the amount of \$29,000 for administrative funding of the Empire Zone. This funding is composed of cash and in-kind services.

Thank you.

Sincerely,

Phil Cardinale  
Supervisor

B-23

§ 962. Economic development zone development plan

An economic development zone development plan shall be filed with the commissioner and with the local economic development zone administrative board, and shall demonstrate the methods by which the applicant intends to promote the development of new business and the expansion of existing business within the economic development zone and shall include, but shall not be limited to:

- (a) a statement indicating how economic development zone designation would assist in the revitalization of the area in which such zone is proposed to be located;
- (b) a description of the method by which industrial development agencies or other public finance agencies shall grant a preference for allocation of private activity bonding authority for projects located in the proposed economic development zone;
- (c) a description of proposals for infrastructure improvements and investments and a timetable for their completion;
- (d) a statement identifying those local tax incentives proposed to be offered within the zone;
- (e) a description of a procedure to expedite the issuance of any required local permits or licenses;
- (f) a description of other activities to be undertaken by municipal agencies, business entities, not-for-profit corporations, community-based organizations or any other persons, which are designed to promote private sector business investment and job development in the economic development zone and a description of the job training or job placement services to be made available to economic development zone residents in need of such training or services;
- (g) an inventory of real property located within the proposed economic development zone that is owned by a municipality or the state and is currently unused by the municipality or the state;
- (h) a description of the business development programs and services to be available to stimulate the creation of new small businesses, including new small and minority and women business enterprises;
- (i) a description of efforts that will be undertaken to prevent or discourage the displacement of residents of the proposed economic development zone;
- (j) a description of activities designed to ensure the meaningful participation of minority-owned and women-owned business enterprises in economic development zone activities;
- (k) a description of provisions for the participation of not-for-profit business corporations in the development of the plan and in strategies for implementation of the plan;
- (l) a description of the marketing strategy to be employed by the applicant to promote business development in the zone and the resources to be committed by the applicant and other organizations to the implementation of such strategy;
- (m) a description of the method by which the applicant will evaluate the success of any activities to be undertaken in the proposed economic development zone, provided, however, that the applicant shall take into consideration the factors upon which the selection of the area was based in any evaluation;

- (n) a description of provisions for participation and allocation of funds by the affected service delivery area private industry council and administrative entity established pursuant to the job training partnership act (P.L. 97-300<sup>1</sup>, as amended) to provide job training in the zone;
- (o) a statement of the reasons why the particular geographic configuration of the zone was selected;
- (p) a description of the structure and duties of the local zone administrative board to be established within each economic development zone as provided in section nine hundred sixty-one of this article;
- (q) a description of the special programs to be operated by educational institutions and other training entities in the area to prepare and train zone residents for employment by businesses located within and outside the zone;
- (r) a statement from the appropriate regional economic development council setting forth the specific resources to be allocated for business development in the zone.
- (s) a description of facilities for licensed and certified child day care for children of persons engaged in training for employment in, or employed in, the zone;
- (t) a description of specific strategies and priorities for economic revitalization of the zone and of indicators to be used to measure performance against objectives;
- (u) a statement of human resource development goals for the economic development zone and specific strategies for achieving them;
- (v) a description of how the applicant will use zone designation to coordinate economic development programs and providers at the local level to service the zone;
- (w) a description of the organizational actions to be taken by the local economic development zone administrative board and zone administrative entities to implement specified business, community and human resource development goals and strategies;
- (x) a description of the financial commitments which the applicant is prepared to make to the zone, including, but not limited to, specific commitments for infrastructure improvements;
- (y) a description of how the local economic development entities, as described in paragraph (xii) of subdivision (b) of section nine hundred sixty-one of this article will integrate its services to allow for the best possible economic development support for the zone;
- (z) any zone designated prior to the enactment of this paragraph shall submit a new development plan, as defined pursuant to this section, in conjunction with the requirements set forth in subdivision (d) of section nine hundred fifty-seven of this article which the commissioner shall approve or disapprove such plan within ninety days of submission;
- (aa) the development plan established pursuant to this section shall be resubmitted by the local zone administrative board as economic conditions change within the zone, or when other factors trigger a need for a change in the development plan as determined by the local zone administrative board;

- (bb) a description of specific strategies and actions taken by the local empire zone administration board and zone administrative entities to integrate economic goals with the objectives of community well-being and environmental protection, such as open space protection, that will promote new development patterns in order to take advantage of resources and opportunities, such as existing public sewer and water infrastructure, without compromising the needs of future generations; and
- (cc) a cost benefit analysis which must be used by the local empire zone certification officer when determining whether to certify a business pursuant to subdivision (a) of section nine hundred sixty-three of this article.

(Added L. 1986, c. 686, ~~§~~ 1; amended L.1990, c. 624, ~~§§~~ 11, 12; L.1993, c. 708, ~~§§~~ 11, 12.)  
1 29 USCA ~~§~~ 1501 et seq.

shall:

(i) develop short-term goals for zone activities on an annual basis;

(ii) prepare, or cause to be prepared, an annual report and submit copies to the department of audit and control, department of taxation

and finance, the temporary president of the senate, the speaker of the assembly and department of economic development on or before the first day of July next succeeding the year to which the report pertains, regarding economic development zone activities, including information which would allow for substantive review of the zone's strategies and progress of the zone in meeting its short-term objectives, and an analysis of the extent to which the long-term goals set forth in the economic development zone application have been met. The zone administrative entities and other local officials and agencies shall fully cooperate with the zone administrative board in the annual performance review and in the board's performance of its other duties. Local officials, state agencies, and certified businesses shall provide information requested by the zone administrative board which is necessary for such review. Such report shall also include a current description of the specific strategies and priorities for economic revitalization of the zone, including, but not limited to: the number of jobs created; the number of jobs retained; the amount of private capital leveraged with public funds; the number of businesses expanded or retained and new businesses created, and the type of businesses expanded, retained or created, as well as consideration of the improvements in the physical infrastructure of the zone. The commissioner shall promulgate rules and regulations to set forth standards to be used to measure performance against objectives on an annual basis in order to facilitate the requirements of this paragraph;

(iii) undertake efforts to ensure meaningful participation by minority-owned and women-owned business enterprises in economic development zone activities;

(iv) enter into an agreement with the office of business permits and regulatory assistance to participate in a business permit assistance program to be provided to applicants for business permits required by the state or a county, city, town or village for a business undertaking, project or activity in an economic development zone;

(v) enter into agreements with the commissioners of economic development, labor, and social services, local departments of social services, and local education agencies as defined in paragraph (b) of subdivision one of section three thousand thirty-two of the education law, local community-based organizations, private employers, labor unions, the administrative entity and private industry council for the service delivery area established under the job training partnership act (P.L. 97-300, as amended) that includes the economic development zone, and any other person or state or federal agency for the purpose of establishing, implementing and coordinating job training programs for workers and businesses to be located in an economic development zone; provided, however, that (A) any agreement to establish a job training program designed to meet the specific needs of a private employer shall require such employer to retain in its employ for not less than six months an employee who has satisfactorily completed a course of training for a particular job opening unless

...leaves such employment or is discharged for misconduct or other good cause; (B) any job training program established pursuant to this section shall make use of the community service division of the labor department as well as other sources for the purpose of recruitment;

(vi) in cooperation with local social services officials, establish a job training opportunities program sponsored by private employers in accordance with the provisions of section one hundred sixty-four-b or three hundred fifty-1 of the social services law;

(vii) enter into agreements with local departments of social services or community-based organizations to facilitate the provision of ancillary or enhanced social services, including licensed and certified child care, in any such zone;

(viii) ensure that job training programs meet standards of instructional quality established in regulations promulgated by the commissioner of education;

(ix) organize or use an existing human resource development network within the zone, including a committee of representatives of human resource agencies and organizations serving the zone, organized labor and business representatives, to develop strategies and activities for improving the coordination and delivery of human services to residents of the zone and zone businesses;

(x) prepare and implement a small business development and assistance plan;

(xi) in conjunction with zone administrative entities, develop and implement a system for continuous monitoring and evaluation of zone performance at the local level consistent with the guidelines set forth in subdivisions (l) through (p) of section nine hundred fifty-nine of this article;

(xii) provide within the zone; or contract with a new or existing community-based local development corporation or entity to provide, strategic economic development planning for the zone, marketing and promotion of the zone, assistance to companies in applying for available benefits, preparation of applications for financing assistance and other technical assistance services; coordination of the delivery of state and local programs within the zones; and operation

of such other economic development assistance programs in furtherance of the economic development zone development plan as may be appropriate. Provided, however, within the amount appropriated therefor and allocated by the director of the budget, the commissioner, through annual administrative contracts, shall, to the maximum extent feasible, make equally available financial support, through contracts or other means, to assist with the administrative expenses of the local zone administrative bodies or community-based development organizations. No funds shall be made available for this purpose unless the amount to be provided has been matched by private or governmental sources, other than state sources; in amounts at least equalling that to be provided by the state. Such matching funds shall be earmarked and used exclusively for the local administration of the zone program or for activities of the zone program. At least fifty percent of such matching funds shall be in cash, provided that the commissioner may waive this requirement for communities with populations of twenty-five thousand or less, and provided, further, that any amounts appropriated for minority and women-owned business development within the zones shall be distributed by the commissioner pursuant to a competitive proposal solicitation process.

(c) The annual report of the local economic development zone administrative board required by subdivision (b) of this section shall, subject to the tax secrecy provisions referred to in subdivision (d) of this section, include, but not be limited to, the following information with respect to the year immediately preceding the year which is the subject of the report:

(i) a complete list of all property within the zone, if any, granted an exemption under section four hundred eighty-five-e of the real property tax law, together with the assessed value thereof and the amount of such exemption, for each municipal corporation which granted such exemption. Such list shall also set forth for each municipal corporation granting such exemption: (1) the tax rate for the year to which the report pertains; (2) the amount of real property tax that would have been paid in the aggregate by the owners of real property granted an exemption under section four hundred eighty-five-e of the real property tax law if the property was fully taxable at that rate; and (3) the amount of tax actually paid in the aggregate by such owners;

(ii) the total incremental value, if any, as defined in subdivision (e) of section nine hundred sixty-seven of this chapter, of taxable real property in each city, town, village or county within the economic development zone, together with the total amount of tax increments which are segregated pursuant to subdivision (g) of such section;

(iii) the total dollar value of the refund or credit of taxes imposed pursuant to the authority of article twenty-nine of the tax law on receipts from the sale of certain materials used in constructing, expanding or rehabilitating certain business property located in the economic development zone, as authorized by clause six of subdivision (a) of section eleven hundred nineteen of the tax law;

(iv) the total dollar value of the refund or credit of taxes imposed under article twenty-eight of the tax law on receipts from the sale of materials used in constructing, expanding or rehabilitating certain business property located in the economic development zone, as authorized by clause six of subdivision (a) of section eleven hundred nineteen of the tax law;

(v) the number of taxpayers claiming each of the following tax credits or refunds, together with the total amount of each credit claimed by taxpayers in the aggregate against their taxes in the year to which the report pertains, resulting from taxpayer activity in the economic development zone or investments made by taxpayers in the capital corporation established for that economic development zone:

(A) credits against the tax imposed under article nine-A of the tax law, based on investments in certain eligible property in an economic development zone, as authorized by subdivisions twelve-B and twelve-C of section two hundred ten of the tax law;

(B) credits against the tax imposed under article twenty-two of the tax law, based on investments in certain eligible property in the economic development zone, as authorized by subsection (j) of section six hundred six of the tax law;

(C) credits against taxes imposed under articles nine-A, twenty-two, thirty-two and thirty-three of the tax law, based on wages paid to certain employees employed by a business located in an economic development zone, as authorized by subdivision nineteen of section two hundred ten, subsection (k) of section six hundred six, subsection (e) of section fourteen hundred fifty-six and subdivision (g) of section fifteen hundred eleven, respectively, of the tax law;

(D) credits against the tax law imposed under articles nine-A, twenty-two, thirty-two and thirty-three of the tax law, based on investments in the stock of an economic development zone capital corporation, as authorized by subdivision twenty of section two hundred ten, subdivision (1) of section six hundred six, subsection (d) of section fourteen hundred fifty-six, and subdivision (h) of section fifteen hundred eleven of the tax law;

(vi) the total amount of reductions in utility costs of non-retail business customers in the economic development zone, as authorized by subdivision eight of section one hundred eighty-six-a of the tax law;

(vii) a statement summarizing all amounts received as, and expenditures made from, financial support for administrative expenses pursuant to paragraph (vii) of subdivision (b) of this section; and

(viii) any other information regarding economic development zone activities which the department of economic development may require upon its own request or that of the department of audit and control, department of taxation and finance, or the legislative commission on expenditure review.

In addition to the information required by paragraphs (i) through (viii) inclusive of this subdivision, such report shall also set forth, with respect to all previous years for which reports were issued, a cumulative summary of the total amount of real property taxes that would have been received by each municipal corporation within the zone if the real property granted an exemption under section four hundred eighty-five-e of the real property tax law had been fully taxed at the tax rate for the appropriate year, the total amount of tax increments segregated for infrastructure improvements by each city, town, village or county within the zone, the total amount of each of the credits or refunds set forth in paragraphs (iii) through (vi) of this subdivision for activities or investments within the zone, and the total amounts received and expenditures made from any financial support pursuant to paragraph (vii) of subdivision (b) of this section.

TOWN OF RIVERHEAD

2005 AMBULANCE ACQUISITION CAPITAL PROJECT

BUDGET ADOPTION

RESOLUTION # 1063

Councilman Bartunek 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>
406.095710.494200.40128	Serial Bond Proceeds	150,000	
406.045400.524100.40128	Ambulance Acquisition		150,000

THE VOTE

Bartunek  Yes  No

Sanders  Yes  No *absent*

Blass  Yes  No

Densieski  Yes  No

Cardinale  Yes  No

TOWN OF RIVERHEAD

**Adopted**

GENERAL FUND

BUDGET ADJUSTMENT

RESOLUTION # 1233

**COUNCILWOMAN BLASS**

offered the following resolution,

which was seconded by **COUNCILWOMAN SANDERS**

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

	<u>FROM</u>	<u>TO</u>
001.000000.390599 Appropriated F/B	45,515	
001.010100.542100 Town Bd, Misc Office Exp		600
001.010100.542612 Town Bd, Surveys		2,500
001.010100.543301 Town Bd, Litigation, Appraisals		42,000
001.010100.511500 Town Bd, Pers Services		415
 001.000000.390599 Appropriated F/B	 4,450	
001.011100.511500 Town Justice, Pers. Services		800
001.011100.512500 Town Justice, O/T		500
001.011100.542100 Town Justice, Misc. Supplies		550
001.011100.543905 Town Justice, Admin Consult		2,600
 001.000000.390599 Appropriated F/B	 24,150	
001.012200.511500 Supervisor, Pers. Services		22,500
001.012200.542100 Supervisor, Office Supplies		350
001.012200.549000 Supervisor, Misc. Expense		1,300
 001.000000.390599 Appropriated F/B	 43,950	
001.013100.541409 Finance, Maintenance Contracts		39,200
001.013100.549000 Miscellaneous Expense		4,750
 001.000000.390599 Appropriated F/B	 1,015	
001.013300.513500 Assessment, Longevity		65
001.013550.542100 Assessment, Office Exp		875
001.013550.543400 Assessment, Education		75

		<u>FROM</u>	<u>TO</u>
001.000000.390599	Appropriated Fund Balance	900	
001.014100.512500	Town Clerk, O/T		200
001.014100.549000	Town Clerk, Misc. Exp		700
001.014200.542614	Town Attorney, FOIL Exp	125	
001.014200.543400	Town Attorney, Education Expense	195	
001.014200.542802	Town Attorney, Supplemental Law Supplies	300	
001.014200.524350	Town Attorney, Books	450	
001.014200.542100	Town Attorney, Office Supplies		400
001.014200.524380	Town Attorney, Office Equipment		670
001.000000.390599	Appropriated F/B	23,210	
001.014400.511500	Town Engineering, Pers Services		20,200
001.014400.513500	Town Engineer, Longevity		10
001.014400.524000	Town Engineer, Equipment		1,825
001.014400.542100	Town Engineer, Misc. Office Exp		1,175
001.016200.546100	TH Operations, Tel. Exp	18,900	
001.016200.524000	TH Operations, Equip		2,300
001.016200.542500	TH Operations, Supplies & Services		14,000
001.016200.546000	TH Operations, Lights, Heat & Water		2,600
001.016230.542500	Police/Court Complex, Supplies & Services	4,000	
001.016230.546000	Police/Court Complex, Lights, Heat & Water		4,000
001.000000.390599	Appropriated F/B	12,000	
001.016240.545110	TH West, Bldg Rent		12,000
001.013300.524000	Tax Receiver, Equip	300	
001.013300.511500	Tax Receiver, Pers Services		300
001.000000.390599	Appropriated Fund Balance	67,550	
001.016250.511500	Bldg & Grounds, Pers Service		25,200
001.016250.512500	Bldg & Grounds, O/T		35,000
001.016250.541204	Bldg & Grounds, Rec Repairs&Maint		600
001.016250.541500	Bldg & Grounds, Motor Vehicle Expense		6,750

		<u>FROM</u>	<u>TO</u>
001.000000.390599	Appropriated F/B	301,015	
001.031200.512100	Police, O/T		100,000
001.031200.519100	Police, Termination Pay		135,000
001.031200.524214	Police, Radios		9,700
001.031200.541500	Police, Auto Repairs		17,000
001.031200.542318	Police, K-9 Expense		4,400
001.031200.542404	Police, Uniform Cleaning		22,900
001.031200.542600	Police, Printing		15
001.031200.546100	Police, Telephone		3,000
001.031200.546303	Police, Gasoline		7,000
001.031200.549000	Police, Misc Expense		2,000
001.031250.524000	JAB Equipment	500	
001.031250.511100	JAB, Pers. Services		500
001.031255.511500	Youth Court, Personal Services	250	
001.031255.542100	Youth Court, Office Supplies		250
001.000000.390599	Appropriated F/B	7,400	
001.035100.512100	Control of Dogs, O/T		7,000
001.035100.546200	Control of Dogs, Electric Expense		400
001.000000.390599	Appropriated F/B	43,200	
001.036200.511500	Safety Inspection, Pers Service		7,800
001.036200.512500	Safety Inspection, O/T		35,000
001.036200.542404	Safety Inspection, Cleaning Allowance		400
001.000000.390599	Appropriated F/B	24,725	
001.036250.511500	Code Enforcement, Pers Services		9,725
001.036250.512500	Code Enforcement, O/T		15,000
001.000000.390599	Appropriated F/B	15,050	
001.050100.511500	Highway Admin, Pers. Services		500
001.050100.512500	Highway Admin, O/T		12,000
001.050100.542100	Highway Admin, Office Exp		550
001.050100.546200	Highway Admin, Electric Exp		2,000
001.067720.542221	Prog for Aging, Food Exp	3,420	
001.067720.541150	Prog for Aging, Bldg Maint		720
001.067720.541500	Prog for Aging, Bus Operation Exp		2,700
001.070200.511500	Rec Admin, Pers Services	4,710	
001.070200.524000	Rec. Admin, Equipment		10
001.070200.541000	Rec. Admin, Repair & Maint		1,100
001.070200.542104	Rec. Admin, Supplies		2,400
001.070200.546100	Rec. Admin, Telephone		1,200

	<u>FROM</u>	<u>TO</u>
001.000000.390599 Appropriated F/B	7,550	
001.071400.541000 Playgrounds & Rec Center, Rep&Maint		1,550
001.071400.546000 Playgrounds & Rec Center, Utilities		6,000
001.000000.390599 Appropriated F/B	10,050	
001.071800.518606 Beaches, Lifeguards		650
001.071400.542600 Beaches, Printing Expense		7,850
001.071400.546000 Beaches, Utilities		1,550
001.000000.390599 Appropriated F/B	2,500	
001.080100.543310 ZBA, Legal Expense		2,500
001.075100.540000 Historian, Office Expense	35	
001.075100.511502 Historian, Pers Services		35
001.080200.511500 Planning Dept, Planning Staff	6,125	
001.080200.512500 Planning Dept, O/T		6,000
001.080200.513500 Planning Dept, Longevity		75
001.080200.542100 Planning Dept, Office & Travel		50
001.000000.390599 Appropriated F/B	1,200	
001.080900.511502 CAC, Pers Services		1,200
001.081600.511500 R&G, Pers Service	3,000	
001.081600.512500 R & G, O/T		2,000
001.081600.546100 R & G, Telephone Expense		100
001.081600.549000 R & G, Misc		900
001.000000.390599 Appropriated F/B	6,745	
001.086860.511500 Comm Develop, Pers. Services		5,225
001.086860.513500 Comm Develop, Longevity		420
001.086860.540000 Comm Develop, Contr Exp		1,100
001.090300.582100 Police, Social Security	120,000	
001.090300.582500 Non Unifor, Social Security		120,000

**THE VOTE**

Bartunek  Yes  No      Sanders  Yes  No  
 Blass  Yes  No      Densieski  Yes  No  
 Cardinale  Yes  No

TOWN OF RIVERHEAD

Adopted

GENERAL FUND

BUDGET ADJUSTMENT

RESOLUTION # 1234

COUNCILWOMAN BLASS offered the following resolution,  
which was seconded by COUNCILWOMAN SANDERS

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

		<u>FROM</u>	<u>TO</u>
001.010100.511500	Town Board, Personal Services	1,935	
001.099010.597111	Transfer to Highway		1,935

THE VOTE

Bartunek  Yes  No

Sanders  Yes  No

Blass  Yes  No

Densieski  Yes  No

Cardinale  Yes  No

# Tabled

TOWN OF RIVERHEAD

'05 RECREATION IMP CAP PROJECT

BUDGET ADJUSTMENT

RESOLUTION # 1235

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

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

	<u>FROM</u>	<u>TO</u>
406.095031.481900.70055    Transfer for Park & Rec	10,000	
406.072300.523018.70055    Decorative Riverfront Pilings		10,000

Councilwoman Blass offered to table the resolution, which was seconded by Councilman Bartunek. All yes to Table. The resolution is duly Tabled.

THE VOTE

Bartunek  Yes  No

Sanders  Yes  No

Blass  Yes  No

Densieski  Yes  No

Cardinale  Yes  No

TOWN OF RIVERHEAD

AMBULANCE DISTRICT

BUDGET ADJUSTMENT

RESOLUTION # 1236

COUNCILWOMAN BLASS

offered the following resolution,

which was seconded by

COUNCILWOMAN SANDERS

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

	<u>FROM</u>	<u>TO</u>
120.000000.390599 Appropriated F/B	12,000	
120.045400.541500 Motor Vehicle Maintenance		12,000

THE VOTE

Bartunek  Yes  No

Sanders  Yes  No

Blass  Yes  No

Densieski  Yes  No

Cardinale  Yes  No

Adopted

TOWN OF RIVERHEAD

BUSINESS IMPROVEMENT DISTRICT

BUDGET ADJUSTMENT

RESOLUTION # 1237

COUNCILWOMAN BLASS offered the following resolution,  
which was seconded by COUNCILWOMAN SANDERS

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

	<u>FROM</u>	<u>TO</u>
118.064100.544160 BID Programs	300	
118.064100.542100 Office Supplies		300

THE VOTE

~~Bartunek~~  Yes  No

~~Sanders~~  Yes  No

~~Blass~~  Yes  No

~~Densieski~~  Yes  No

~~Cardinale~~  Yes  No



TOWN OF RIVERHEAD

CALVERTON SEWER DISTRICT

BUDGET ADJUSTMENT

RESOLUTION # 1239

COUNCILWOMAN BLASS offered the following resolution,

which was seconded by COUNCILWOMAN SANDERS

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

		<u>FROM</u>	<u>TO</u>
124.081300.524000	Plant Equipment	625	
124.081300.511500	Personnel Services		575
124.090300.582500	Social Security		50

**THE VOTE**

~~Bartunek~~  Yes  No     
 ~~Sanders~~  Yes  No  
~~Blass~~  Yes  No     
 ~~Densieski~~  Yes  No  
~~Cardinale~~  Yes  No

# Adopted

TOWN OF RIVERHEAD  
EAST CREEK DOCKING FACILITY  
BUDGET ADJUSTMENT

RESOLUTION # 1240

COUNCILWOMAN BLASS

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

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

	<u>FROM</u>	<u>TO</u>
122.072300.541000 Repairs & Maint	605	
122.072300.542600 Printing Expense		285
122.072300.547504 Sanitation Expense		320

THE VOTE

~~Bartunek~~  Yes  No

~~Sanders~~  Yes  No

~~Blass~~  Yes  No

~~Densieski~~  Yes  No

~~Cardinale~~  Yes  No

TOWN OF RIVERHEAD  
ECONOMIC DEVELOP ZONE  
BUDGET ADJUSTMENT  
RESOLUTION # 1241

Adopted

COUNCILWOMAN BLASS offered the following resolution,  
which was seconded by COUNCILWOMAN SANDERS

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

		<u>FROM</u>	<u>TO</u>
030.086860.540000	Contractual Expense	9,050	
030.086860.511500	Personnel Services		9,050

THE VOTE

~~Bartunek~~  Yes  No

~~Sanders~~  Yes  No

~~Blass~~  Yes  No

~~Densieski~~  Yes  No

~~Cardinale~~  Yes  No

December 28, 2005

TOWN OF RIVERHEAD

HIGHWAY FUND

BUDGET ADJUSTMENT

RESOLUTION # 1242

Adopted

COUNCILWOMAN BLASS

offered the following resolution,

which was seconded by

COUNCILWOMAN SANDERS

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

		<u>FROM</u>	<u>TO</u>
111.051100.514500	General Repairs, Sick Buy Backs	25,200	
111.051100.541301	General Repairs, Blacktop	26,750	
111.051100.511500	General Repairs, Pers Service		51,650
111.051100.545200	General Repairs, Equip Rental		300
111.051420.540000	Snow, Contractual	2,000	
111.051420.512500	Snow, O/T		2,000

THE VOTE

~~Bartunek~~  Yes  No

~~Sanders~~  Yes  No

~~Blass~~  Yes  No

~~Densieski~~  Yes  No

~~Cardinale~~  Yes  No

# Adopted

TOWN OF RIVERHEAD

MUNICIPAL FUEL

BUDGET ADJUSTMENT

RESOLUTION # 1243

COUNCILWOMAN BLASS offered the following resolution,  
which was seconded by COUNCILWOMAN SANDERS

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

	<u>FROM</u>	<u>TO</u>
625.092801.431000 Service Other Departments	80,000	
625.016700.540000 Contractual Exp - Fuel		80,000

THE VOTE

Bartunek  Yes  No

Sanders  Yes  No

Blass  Yes  No

Densieski  Yes  No

Cardinale  Yes  No

TOWN OF RIVERHEAD  
MUNICIPAL GARAGE  
BUDGET ADJUSTMENT  
RESOLUTION # 1244

Adopted

COUNCILWOMAN BLASS offered the following resolution,  
which was seconded by COUNCILWOMAN SANDERS

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

	<u>FROM</u>	<u>TO</u>
626.016900.511500 Personal Service	6,000	
626.016900.512500 Overtime		4,500
626.016900.540000 Contractual Expense		1,500
626.090600.584500 Hospitalization	1,000	
626.090300.582500 Social Security		1,000

THE VOTE

~~Bartunek~~  Yes  No      ~~Sanders~~  Yes  No  
~~Blass~~  Yes  No      ~~Densieski~~  Yes  No  
~~Cardinale~~  Yes  No

TOWN OF RIVERHEAD

Adopted

PAL

BUDGET ADJUSTMENT

RESOLUTION # 1245

COUNCILWOMAN BLASS

offered the following resolution,

which was seconded by COUNCILWOMAN SANDERS

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

		<u>FROM</u>	<u>TO</u>
004.073102.542400	Soccer, Uniforms	275	
004.073102.542323	Soccer, Supplies		275

THE VOTE

Bartunek  Yes  No

Sanders  Yes  No

Blass  Yes  No

Densieski  Yes  No

Cardinale  Yes  No

# Adopted

TOWN OF RIVERHEAD  
PUBLIC PARKING DISTRICT  
BUDGET ADJUSTMENT  
RESOLUTION # 1246

COUNCILWOMAN BLASS offered the following resolution,  
 which was seconded by COUNCILWOMAN SANDERS

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

		<u>FROM</u>	<u>TO</u>
117.000000.390599	Appropriated F/B	6,150	
117.056500.540000	Contractual Expense		5,200
117.090600.584500	Hospitalization		950

THE VOTE

Bartunek  Yes  No

Sanders  Yes  No

Blass  Yes  No

Densieski  Yes  No

Cardinale  Yes  No

December 28, 2005

TOWN OF RIVERHEAD  
RECREATION PROGRAM FUND  
BUDGET ADJUSTMENT  
RESOLUTION # 1247

Adopted

COUNCILWOMAN BLASS

offered the following resolution,

which was seconded by COUNCILWOMAN SANDERS

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

		<u>FROM</u>	<u>TO</u>
006.076200.542600	Adult Rec. Printing	180	
006.076201.518700	Dance Programs, Instructors		180
006.076204.543900	Instructional Programs, Misc. Consultants	260	
006.076204.518700	Instructional Program, Instructors		260
006.076250.545000	Softball Program, Insurance	600	
006.076260.518700	Non League Sport, Instructors		600

THE VOTE

Bartunek  Yes  No

Sanders  Yes  No

Blass  Yes  No

Densieski  Yes  No

Cardinale  Yes  No

# Adopted

TOWN OF RIVERHEAD

REFUSE & GARBAGE DISTRICT

BUDGET ADJUSTMENT

RESOLUTION # 1248

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

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

		<u>FROM</u>	<u>TO</u>
115.081600.512500	Overtime	7,650	
115.081600.511500	Personnel Services		7,100
115.090300.582500	Social Security		550

THE VOTE

Bartunek  Yes  No

Sanders  Yes  No

Blass  Yes  No

Densieski  Yes  No

Cardinale  Yes  No

December 28, 2005

Adopted

TOWN OF RIVERHEAD

RISK RETENTION FUND

BUDGET ADJUSTMENT

RESOLUTION # 1249

COUNCILWOMAN BLASS

offered the following resolution,

which was seconded by

COUNCILWOMAN SANDERS

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

		<u>FROM</u>	<u>TO</u>
175.017220.548210	General Fund Excess Ins.	26,300	
175.017100.548210	General Fund Admin		26,300
175.000000.390599	Appropriated Fund Balance	23,550	
175.019300.548245	Ambulance Judgments & Claims		23,550

THE VOTE

Bartunek  Yes  No      Sanders  Yes  No  
 Blass  Yes  No      Densieski  Yes  No  
 Cardinale  Yes  No

TOWN OF RIVERHEAD

RIVERHEAD SCAVANGER WASTE DISTRICT

BUDGET ADJUSTMENT

RESOLUTION # 1250

COUNCILWOMAN BLASS

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

which was seconded by \_\_\_\_\_

COUNCILWOMAN SANDERS

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

		<u>FROM</u>	<u>TO</u>
128.081890.541400	Equipment Repair & Maint	5,810	
128.081890.511500	Personnel Services		3,020
128.081890.512500	Overtime		700
128.081890.513500	Longevity		490
128.081890.546300	Gas, Oil & Diesel		100
128.090300.582500	Social Security		1,500

THE VOTE

~~Bartunek~~  Yes  No

~~Sanders~~  Yes  No

~~Blass~~  Yes  No

~~Densieski~~  Yes  No

~~Cardinale~~  Yes  No

# Adopted

TOWN OF RIVERHEAD

RIVERHEAD SEWER DISTRICT

BUDGET ADJUSTMENT

RESOLUTION # 1251

COUNCILWOMAN BLASS offered the following resolution,  
which was seconded by COUNCILWOMAN SANDERS

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

		<u>FROM</u>	<u>TO</u>
114.081300.547506	Sewer Treatment, Lab Analysis	9,145	
114.081100.512500	Admin, O/T		9,000
114.081300.541203	Sewer Treatment, Landscaping		20
114.081300.549000	Sewer Treatment, Misc. Expense		125

THE VOTE

Bartunek  Yes  No

Sanders  Yes  No

Blass  Yes  No

Densieski  Yes  No

Cardinale  Yes  No

# Adopted

TOWN OF RIVERHEAD

STREET LIGHTING

BUDGET ADJUSTMENT

RESOLUTION # 1252

COUNCILWOMAN BLASS offered the following resolution,  
which was seconded by COUNCILWOMAN SANDERS

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

		<u>FROM</u>	<u>TO</u>
116.051820.541414	Street Lght Maint	1,950	
116.051820.524000	Equipment		750
116.090600.584500	Hospitalization		1,200

THE VOTE

Bartunek  Yes  No

Sanders  Yes  No

Blass  Yes  No

Densieski  Yes  No

Cardinale  Yes  No

Adopted

TOWN OF RIVERHEAD

TOWN BOARD SPECIAL PROG FUND

BUDGET ADJUSTMENT

RESOLUTION # 1253

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

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

		<u>FROM</u>	<u>TO</u>
024.000000.390599	Appropriated F/B	40	
024.031200.524101	Auto Equipment		40

THE VOTE

Bartunek  Yes  No

Sanders  Yes  No

Blass  Yes  No

Densieski  Yes  No

Cardinale  Yes  No

# Adopted

TOWN OF RIVERHEAD

URBAN DEVELOPMENT CORP TRUST ACCOUNT

BUDGET ADJUSTMENT

RESOLUTION # 1254

COUNCILWOMAN BLASS offered the following resolution,  
which was seconded by COUNCILWOMAN SANDERS

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

	<u>FROM</u>	<u>TO</u>
119.000000.390599 Appropriated F/B	65	
119.064100.549000 Misc. Expense		65

THE VOTE

Bartunek  Yes  No      Sanders  Yes  No  
 Blass  Yes  No      Densieski  Yes  No  
 Cardinale  Yes  No

# Adopted

TOWN OF RIVERHEAD

WATER DISTRICT

BUDGET ADJUSTMENT

RESOLUTION # 1255

**COUNCILWOMAN BLASS**

offered the following resolution,

which was seconded by **COUNCILWOMAN SANDERS**

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

		<u>FROM</u>	<u>TO</u>
112.083100.511500	Admin, Pers Services	26,000	
112.083100.512500	Water Admin, Overtime		24,000
112.083100.513500	Water Admin, Longevity		2,000
112.000000.390599	Appropriated Fund Balance	92,950	
112.083200.524000	Source of Supply, Equip		1,750
112.083200.541100	Source of Supply, Repairs		50,000
112.083200.541500	Source of Supply Motor Expense		2,450
112.083200.542506	Source of Supply Plant Supplies		1,300
112.083200.546000	Source of Supply Power, Light & Fuel		35,750
112.083200.546100	Telephone Expense		1,700

THE VOTE

Bartunek  Yes  No

Sanders  Yes  No

Blass  Yes  No

Densieski  Yes  No

Cardinale  Yes  No

TOWN OF RIVERHEAD  
WORKERS' COMPENSATION FUND

Adopted

BUDGET ADJUSTMENT

RESOLUTION # 1256

COUNCILWOMAN BLASS

offered the following resolution,

which was seconded by COUNCILWOMAN SANDERS

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

		<u>FROM</u>	<u>TO</u>
173.017100.548220	Highway Administration	5	
173.017220.548220	Highway Excess Ins		5
173.000000.390599	Appropriation F/B	3,800	
173.019300.548220	Highway Judgements & Claims		3,800
173.000000.390599	Appropriation F/B	1,625	
173.019300.548270	Public Parking Judgments & Claims		1,625

THE VOTE

~~Bartunek~~  Yes  No

~~Sanders~~  Yes  No

~~Blass~~  Yes  No

~~Densieski~~  Yes  No

~~Cardinale~~  Yes  No

TOWN OF RIVERHEAD

SHIRLEY EDWARDS FARMLAND DEVELOPMENT RIGHTS PROJECT

BUDGET ADOPTION

RESOLUTION # 1257

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

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

		<u>FROM</u>	<u>TO</u>
406.019400.494200.42047	Serial Bond Proceeds	4,675,000	
406.019400.521000.42047	Land Rights Acquisition		4,575,000
406.019400.543000.42047	Professional Services		100,000

**THE VOTE**

Bartunek  Yes  No      Sanders  Yes  No  
 Blass  Yes  No      Densieski  Yes  No  
 Cardinale  Yes  No

December 28, 2005

# Adopted

TOWN OF RIVERHEAD  
ESTABLISHMENT OF BANK ACCOUNT

RESOLUTION # 1258

COUNCILMAN BARTUNEK offered the following Resolution which  
was seconded by COUNCILWOMAN SANDERS.

BE IT RESOLVED, that the Supervisor be, and hereby is, authorized to establish an account in the name of the Town of Riverhead R.E.S.T.O.R.E.

BE IT FURTHER RESOLVED, that the Town Clerk be, and hereby is, authorized to forward a certified copy of this resolution to: Andrea Lohneiss/Community Development and the Office of Accounting.

THE VOTE

Bartunek  Yes  No

Sanders  Yes  No

Blass  Yes  No

Densieski  Yes  No

Cardinale  Yes  No

TOWN OF RIVERHEAD

Adopted

Resolution # 1259

ACCEPTS OFFER OF SALE OF DEVELOPMENT RIGHTS

(Shirley Edwards)

COUNCILWOMAN SANDERS offered the following resolution, which was seconded

by COUNCILMAN DENSIESKI:

WHEREAS, the Riverhead Farmland Preservation Committee ("the Committee") has received an offer for the sale of development rights from Shirley Edwards, consisting of approximately 61 acres of her agricultural lands located on the Westerly Side of Edwards Avenue, Calverton, New York, at \$75,000.00 per acre, further described as Suffolk County Tax Map #0600-79-1-p/o 3, to the Town of Riverhead, which parcel is zoned Agricultural Protection Zone; and

WHEREAS, the Committee has commissioned an appraisal of the value of development rights inherent in the subject real property; and

WHEREAS, the Committee has assessed the subject real property with respect to the criteria provided in the Agricultural Preservation Law and has formally recommended that the Town Board of the Town of Riverhead consider the purchase of development rights from this property; and

WHEREAS, the Town Board has carefully considered the merits of the offer of sale of development rights, the report of the Peconic Land Trust, the appraisal of development rights by Given Associates, the report of the Farmland Preservation Committee, the criteria set forth in the agricultural preservation law and all other pertinent planning, zoning and environmental information; and

WHEREAS, the Town Board finds that the acquisition of the development rights on the subject parcel is the best alternative for the protection of community character of all reasonable alternatives available to the Town.

NOW THEREFORE BE IT RESOLVED, that the Riverhead Town Board hereby accepts the offer of sale of development rights from the subject real property of Shirley Edwards, pursuant to Chapter 14 and Chapter 44, Section 44-5 B(2) of the Code of the Town of Riverhead; and be it further

RESOLVED, that the Town Board hereby authorizes the Supervisor to execute a contract for purchase of development rights from the subject property in an amount not to exceed Seventy-five thousand dollars per acre (\$75,000.00) and authorizes the Town Attorney to order a survey and title report for the subject real property and directs the Accounting Department to set up a budget; and be it further

RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to Charles R. Cuddy, Esq., 445 Griffing Avenue, Riverhead, New York 11901; the Farmland Preservation Committee; Peconic Land Trust, Attn: Marian Sumner, 296 Hampton Road, P.O. Box 1776, Southampton, New York, 11968; the Planning Department; the Assessor's Office; the Tax Receiver's Office; the Accounting Office and the Office of the Town Attorney

THE VOTE

Bartunek  yes  no Sanders  yes  no

Blass  yes  no Densieski  yes  no

Cardinale  yes  no

THE RESOLUTION WAS  WAS NOT THEREFORE DULY ADOPTED

TOWN OF RIVERHEAD **Adopted**

Resolution # 1260

ACCEPTS 5% PERFORMANCE BOND OF NEW CINGULAR WIRELESS PCS, LLC

COUNCILMAN DENSIESKI offered the following resolution,

which was seconded by COUNCILMAN BARTUNEK

WHEREAS, New Cingular Wireless PCS, LLC has posted a performance bond in the sum of Three Thousand Five Hundred Dollars (\$3,500) representing the 5% bond as noted in the approved site plan dated October 18, 2005 Resolution #1012 for work located at Keyspan Property, Sound Avenue, Jamesport, New York, Suffolk County Tax Map # 600-3.-1-2.5 pursuant to Section 108-133 (I) of the Riverhead Town Code; and

WHEREAS, the Town Attorney has reviewed said performance bond 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 5% performance bond in the sum of Three Thousand Five Hundred Dollars (\$3,500) 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 Jacalyn R. Fleming, Munley, Meade, Nielsen and Re', Attorney at Law, 36 North New York Avenue, Huntington, New York 11743, the Building Department; the Planning Department and the Town Attorney's Office.

THE VOTE

Bartunek  Yes  No

Sanders  Yes  No

Blass  Yes  No

Densieski  Yes  No

Cardinale  Yes  No

The Resolution Was  Was Not   
Thereupon Duly Declared Adopted

12/28/05

TOWN OF RIVERHEAD

Adopted

Resolution # 1261

AUTHORIZES THE RELEASE OF LETTER OF CREDIT FOR PRG CORP

COUNCILMAN BARTUNEK offered the following resolution,

which was seconded by COUNCILWOMAN BLASS

WHEREAS, PRG Corporation posted a letter of credit (#170000317 Bridgehampton National Bank) in the sum of Sixteen Thousand Three Hundred Twenty Dollars (\$16,320) as noted on the approved site plan dated June 5, 2001, Resolution #626 for work located at 3829 Middle Country Road, Calverton, New York, Suffolk County Tax Map# 99.-1-3 pursuant to Section 108-133(D) of the Riverhead Town Code; and

WHEREAS, Sharon E. Klos, Building Permits Coordinator, has determined that construction has been completed to the Building Department's satisfaction and Certificate of Occupancy has been issued for said construction.

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby authorizes the release of the letter of credit in the sum of Sixteen Thousand Three Hundred Twenty Dollars (\$16,320) and

BE IT FURTHER RESOLVED, that the Town of Riverhead is hereby authorized to forward a certified copy of this resolution to Peter S Danowski, Esq., PO Box 779, Riverhead, New York 11901, PRG Corp., 425 County Road 39, Southampton, New York 11968 the Building Department; the Accounting Department, the Town Clerk and the Town Attorney's Office.

THE VOTE

Bartunek  Yes  No

Sanders  Yes  No

Blass  Yes  No

Densieski  Yes  No

Cardinale  Yes  No

The Resolution Was  Was Not   
Thereupon Duly Declared Adopted

12/28/05

Adopted

TOWN OF RIVERHEAD

Resolution # 1262

AUTHORIZES THE RELEASE OF SECURITY POSTED FOR MILL POND COMMONS

COUNCILWOMAN BLASS offered the following resolution,

which was seconded by COUNCILWOMAN SANDERS

WHEREAS, Peter B Gierer, attorney for Mill Pond Commons, posted security, (HSBC Bank USA certified check #2520 dated May 8, 2001) in the amount of Forty Eight Dollars (\$48,000) as per resolution #173 dated March 1, 1994 pursuant to Section 108-133(I) of the Riverhead Town Code; and

WHEREAS, Sharon E. Klos, Building Permits Coordinator, has determined that construction has been completed to the Building Department's satisfaction and a Certificate of Occupancy has been issued for said construction.

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby authorizes the release of the security in the sum of Forty Eight Thousand Dollars (\$48,000) and

BE IT FURTHER RESOLVED, that the Town of Riverhead is hereby authorized to forward a certified copy of this resolution to Mill Pond Common, c/o Patricia A Dempsey, Esq., 737 Roanoke Avenue, Riverhead, New York 11901, the Building Department; the Accounting Department, the Town Clerk and the Town Attorney's Office.

THE VOTE

Bartunek  Yes  No

Sanders  Yes  No

Blass  Yes  No

Densieski  Yes  No

Cardinale  Yes  No

The Resolution Was  Was Not   
Thereupon Duly Declared Adopted

12/28/05

Adopted

TOWN OF RIVERHEAD

Resolution # 1263

AUTHORIZES THE RELEASE OF PERFORMANCE BOND FOR MILL POND DEVELOPERS

COUNCILWOMAN BLASS

offered the following resolution,

which was seconded by COUNCILWOMAN SANDERS

WHEREAS, Mill Pond Developers posted four (4) performance bonds each in the sum of One Hundred Three Thousand Five Hundred Seventy Six Dollars (\$103,576) pursuant to Section 108-133(I) of the Riverhead Town Code; and

WHEREAS, Sharon E. Klos, Building Permits Coordinator, has determined that construction has been completed to the Building Department's satisfaction and Certificates of Occupancy have been issued for construction of Condominium Units.

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby authorizes the release of the four (4) performance bonds each in the sum of One Hundred Three Thousand Five Hundred Seventy Six Dollars (\$103,576) and:

BE IT FURTHER RESOLVED, that the Town of Riverhead is hereby authorized to forward a certified copy of this resolution to Mill Pond Commons, c/o Patricia A. Dempsey, Esq. 737 Roanoke Avenue, Riverhead, New York 11901, the Building Department; the Accounting Department, the Town Clerk and the Town Attorney's Office.

THE VOTE

Bartunek  Yes  No

Sanders  Yes  No

Blass  Yes  No

Densieski  Yes  No

Cardinale  Yes  No

The Resolution Was  Was Not   
Thereupon Duly Declared Adopted

12/28/05

# Adopted

## TOWN OF RIVERHEAD

Resolution # 1264

### AUTHORIZES THE RELEASE OF PERFORMANCE BOND FOR MILL POND DEVELOPERS

COUNCILWOMAN BLASS offered the following resolution,

which was seconded by COUNCILWOMAN SANDERS

WHEREAS, Mill Pond Developers posted two bonds in the sums of Three Thousand Four Hundred Fourteen Dollars (\$3,414) and Two Thousand Dollars (\$2,000) for the Clubhouse and Inground Swimming Pool, pursuant to Section 108-133(I) of the Riverhead Town Code; and

WHEREAS, Sharon E. Klos, Building Permits Coordinator, has determined that construction has been completed to the Building Department's satisfaction and Certificates of Occupancy have been issued for construction of a Clubhouse.

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby authorizes the release of the two bonds in the sums of Three Thousand Four Hundred Fourteen Dollars (\$3,414) and Two Thousand Dollars (\$2,000) and

BE IT FURTHER RESOLVED, that the Town of Riverhead is hereby authorized to forward a certified copy of this resolution to Mill Pond Common, c/o Patricia A Dempsey, Esq. 737 Roanoke Avenue, Riverhead, New York 11901, the Building Department; the Accounting Department, the Town Clerk and the Town Attorney's Office.

### THE VOTE

Bartunek  Yes  No

Sanders  Yes  No

Blass  Yes  No

Densieski  Yes  No

Cardinale  Yes  No

The Resolution Was  Was Not   
Thereupon Duly Declared Adopted

December 28<sup>th</sup>, 2005

TOWN OF RIVERHEAD

Adopted

Resolution # 1265  
Adopted December 28th, 2005

**REAPPOINTS MEMBER TO ARCHITECTURAL REVIEW BOARD**

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

**WHEREAS**, the term of service of Roy Sokoloski with the Town of Riverhead Architectural Review Board will expire on December 31st, 2005, and

**WHEREAS**, Roy Sokoloski has expressed his willingness to continue to serve;  
and

**WHEREAS**, the Planning Director has made his recommendation to the Town Board pursuant to Section 46 A(5) of the Code of the Town of Riverhead.

**NOW, THEREFORE, BE IT**

**RESOLVED**, that Roy Sokoloski, be and is hereby reappointed as a member of the Town of Riverhead Architectural Review Board, effective December 31<sup>st</sup>, 2005 for a three (3) year term; and be it further

**RESOLVED**, that said term shall expire on December 31st, 2008; and be it further

**RESOLVED**, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to Roy Sokoloski, AIA, 400 Briarwood Park, Northvale, New Jersey 07647, and to the Planning Department.

THE VOTE

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

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

# Adopted

December 28, 2005

## TOWN OF RIVERHEAD

Resolution # 1266

### AUTHORIZES THE TOWN CLERK TO PUBLISH AND POST A HELP WANTED AD FOR PUMP OUT BOAT PERSONNEL

COUNCILWOMAN BLASS

\_\_\_\_\_ offered the following

COUNCILWOMAN SANDERS

resolution, which was seconded by \_\_\_\_\_

**BE IT RESOLVED**, that the Town Clerk be and is hereby directed to publish the attached Help Wanted Ad in the January 5, 2006 issue of The News Review.

### THE VOTE

Bartunek  Yes  No

Sanders  Yes  No

Blass  Yes  No

Densieski  Yes  No

Cardinale  Yes  No

## HELP WANTED

PLEASE TAKE NOTICE that the Town of Riverhead is seeking qualified individuals to serve in the position of Pump Out Boat Personnel in 2006 May – Sept. Applications are to be submitted to the Accounting Department, 200 Howell Avenue, Riverhead, NY. No applications will be accepted after 4:00pm on Jan. 20, 2006. EOE.

BY ORDER OF:  
THE RIVERHEAD TOWN BOARD  
BARBARA GRATTAN, TOWN CLERK

# Adopted

12/28/05

## TOWN OF RIVERHEAD

Resolution # 1267

### EXTENDS CONTRACT WITH ARTHUR J. GALLAGHER & CO VERICLAIM AND TRIAD GROUP

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

**BE IT RESOLVED**, the insurance program for the calendar year 2006 is awarded to Arthur J. Gallagher & Company of New York and Triad Group and Vericlaim as Third Party Administrators (TPA).

**BE IT FURTHER, RESOLVED**, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to Arthur J. Gallagher & Co., 2 Gannett Drive, White Plains, NY 10604 and Triad Group, 358 Saw Mill River Road, Millwood, NY 105046 and the Office of Accounting.

#### THE VOTE

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	Sanders <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Cardinale <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

Adopted

December 28, 2005

TOWN OF RIVERHEAD

# 1268

APPROVES RATES FROM  
JOHN J. RAYNOR CONSULTING ENGINEERS

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

WHEREAS, the Consulting Firm of John J. Raynor, has been authorized to conduct consulting work for the Town of Riverhead.

WHEREAS, John J. Raynor has forwarded 2005 rate schedules for approval by the Town Board.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby approves the attached rate sheet; and

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

THE VOTE

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	Sanders <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Cardinale <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

## FEE SCHEDULE - Town of Riverhead - 2005

Engineering fees will be charged in accordance with the following schedule:

For the services of Principals:	\$175/hour
For the services of Engineers:	\$160/hour
For the services of Sr. Technicians	\$115/hour
For the services of Technicians	\$90/hour
For the services of Draftsmen	\$80/hour
For the services of Field Crew Chiefs	\$90/hour
For the services of Field Technicians	\$80/hour

Travel time to and from our office during the normal working day and travel time in excess of one hour beyond the normal working day will be charged in accordance with the foregoing rates.

All subcontractors (test pit excavations, test wells, materials analysts, biologists, etc.) engaged by us on behalf of this project will be billed at cost, plus ten percent (10%).

All other out-of-pocket expenses incurred in connection with this project will be billed at cost (with the exception of subcontractors, as noted above). These expenses may include travel & subsistence (when applicable), telephone charges, reproductions, shipping charges, rental equipment (including repair), etc. Ordinary incidental photocopying shall not be charged separately.

This fee schedule is valid for the current calendar year. Fees will be charged in accordance with the fee schedule in effect at the time the service is rendered.

### METHOD OF PAYMENT

Invoices and vouchers will be submitted monthly during the performance of the work, and/or on completion of our services.

John J. Haynor, P.E. & L.S., P.C.

December 28, 2005

Town of Riverhead

Resolution # 1269

**ESTABLISHES TIME AND DATES OF REGULAR MEETINGS OF  
THE TOWN BOARD**

COUNCILWOMAN BLASS offered the following resolutions, which was seconded  
by COUNCILWOMAN SANDERS.

WHEREAS, that during the year 2006, all regular meetings of the Town Board will be held twice monthly; the first to be held on the first Tuesday of the month at 7:00 p.m. and the second to be held on the third Tuesday of the month at 7:00 p.m. Exceptions include meetings that will be held in Town Hall at 2:00 p.m. on June 20, 2006, August 1, 2006, September 6, 2006, November 8, 2006, December 19, 2006 and December 27, 2006; the meeting at 7:00 p.m. on Wednesday, July 5, 2006 will replace the meeting scheduled for the first Tuesday in July; the meeting at 2:00 p.m. on Wednesday, September 6, 2006 will replace the meeting scheduled for the first Tuesday in September; the March 21, 2006 meeting will be held at Riley Avenue Elementary School in Calverton at 7:00 pm; the May 16, 2006 meeting will be held at the Senior Citizen Human Resource Center in Aquebogue at 7:00 pm; the August 15, 2006 meeting will be held at the George Young Community Center in Jamesport at 7:00 pm; the September 19, 2006 meeting will be held at the Wading River Congregational Church at 7:00 pm; and

NOW, THEREFORE BE IT RESOLVED, that the Town Clerk be and is hereby directed to publish the attached notice in the January 5, 2006 issue of the official newspaper and to post same on the signboard(s) in Town Hall.

**THE VOTE**

Sanders  Yes  No

Blass  Yes  No

Densieski  Yes  No

Bartunek  Yes  No

Cardinale  Yes  No

TOWN OF RIVERHEAD  
PUBLIC NOTICE

TOWN BOARD MEETING TIME AND DATES

PLEASE TAKE NOTICE, pursuant to a resolution of the Town Board of the Town of Riverhead duly adopted on December 28, 2005, that during the year 2006, all regular meetings of the Town Board will be held twice monthly; the first to be held on the first Tuesday of the month at 7:00 p.m. and the second to be held on the third Tuesday of the month at 7:00 p.m. Exceptions include meetings that will be held in Town Hall at 2:00 p.m. on June 20, 2006, August 1, 2006, September 6, 2006, November 8, 2006, December 19, 2006 and December 27, 2006; the meeting at 7:00 p.m. on Wednesday, July 5, 2006 will replace the meeting scheduled for the first Tuesday in July; the meeting at 2:00 p.m. on Wednesday, September 6, 2006 will replace the meeting scheduled for the first Tuesday in September; the March 21, 2006 meeting will be held at Riley Avenue Elementary School in Calverton at 7:00 pm; the May 16, 2006 meeting will be held at the Senior Citizen Human Resource Center in Aquebogue at 7:00 pm; the August 15, 2006 meeting will be held at the George Young Community Center in Jamesport at 7:00 pm; the September 19, 2006 meeting will be held at the Wading River Congregational Church at 7:00 pm

MEETING DATE	MEETING PLACE	MEETING TIME
January 3	Town Hall	7:00 p.m.
January 17	Town Hall	7:00 p.m.
February 7	Town Hall	7:00 p.m.
February 22 (Wednesday)	Town Hall	7:00 p.m.
March 7	Town Hall	7:00 p.m.
March 21	Riley Avenue Elementary School	7:00 p.m.
April 4	Town Hall	7:00 p.m.
April 18	Town Hall	7:00 p.m.
May 2	Town Hall	7:00 p.m.
May 16	Senior Citizen Human Resource Center	7:00 p.m.
June 6	Town Hall	7:00 p.m.

June 20	Town Hall	2:00 p.m.
July 5 (Wednesday)	Town Hall	7:00 p.m.
July 18	Town Hall	7:00 p.m.
August 1	Town Hall	2:00 p.m.
August 15	George Young Community Center	7:00 p.m.
September 6 (Wednesday)	Town Hall	2:00 p.m.
September 19	Wading River Congregational Church	7:00 p.m.
October 3	Town Hall	7:00 p.m.
October 17	Town Hall	7:00 p.m.
November 8 (Wednesday)	Town Hall	2:00 p.m.
November 21	Town Hall	7:00 p.m.
December 5	Town Hall	7:00 p.m.
December 19	Town Hall	2:00 p.m.
December 27 (Wednesday)	Town Hall	2:00 p.m.

Dated: Riverhead, New York  
December 28, 2005

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF RIVERHEAD

Barbara Grattan, Town Clerk

December 28, 2005

# Adopted

TOWN OF RIVERHEAD

AUTHORIZES TOWN CLERK TO PUBLISH AND POST A NOTICE OF PUBLIC MEETINGS SCHEDULE FOR THE OPEN SPACE COMMITTEE

RESOLUTION # 1270

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

BE IT RESOLVED, that the Town Clerk be and is hereby directed to publish the attached Notice of Public Meetings Schedule for the Open Space Committee in the January 5, 2006 issue of The News Review;

THE VOTE

Sanders	<input checked="" type="radio"/> Yes	<input type="radio"/> No	Blass	<input checked="" type="radio"/> Yes	<input type="radio"/> No
Densieski	<input checked="" type="radio"/> Yes	<input type="radio"/> No	Bartunek	<input checked="" type="radio"/> Yes	<input type="radio"/> No
Cardinale	<input checked="" type="radio"/> Yes	<input type="radio"/> No			

Z:peggy

December 28, 2005

The News-Review  
P.O. Box 1500  
Mattituck, NY 11952

Gentlemen:

Please publish the following notice once in your issue of January 5, 2006 and send us two copies of proof of publication:

**TOWN OF RIVERHEAD  
NOTICE OF PUBLIC MEETINGS**

**PLEASE TAKE NOTICE**, that public meetings of the Town Of Riverhead Open Space Committee will be held at Riverhead Town Hall Meeting Room, 200 Howell Avenue, Riverhead, New York at 7:00 p.m. on the following dates:

- January 10<sup>th</sup>
- February 14<sup>th</sup>
- March 14<sup>th</sup>
- April 11<sup>th</sup>
- May 9<sup>th</sup>
- June 13<sup>th</sup>
- July 11<sup>th</sup>
- August 8<sup>th</sup>
- September 12<sup>th</sup>
- October 10<sup>th</sup>
- November 14<sup>th</sup>
- December 12<sup>th</sup>

Please be advised that if said meeting is cancelled due to unforeseen circumstances or weather conditions said meeting will be held on the following Monday evening at Riverhead Town Hall at 7:00 p.m.

DATED: December 28, 2005  
Riverhead, New York

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF RIVERHEAD  
BARBARA GRATAN, TOWN CLERK

December 28, 2005

# Adopted

TOWN OF RIVERHEAD

AWARDS BID FOR DIESEL FUEL

RESOLUTION # 1271

COUNCILMAN BARTUNEK

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

which was seconded by \_\_\_\_\_

COUNCILMAN DENSIESKI

WHEREAS, the Town of Riverhead advertised for bids for DIESEL FUEL in the November 23, 2005 issue of the News Review and

WHEREAS, the Town received one bid; and

NOW, THEREFORE, BE IT RESOLVED, that the bid for DIESEL FUEL is hereby awarded to QUOGUE SINCLAIR FUEL INC. for \$.16 PLUS NORTHVILLE TANK CAR RESELLER PRICE PER GALLON and;

BE IT FURTHER, RESOLVED, that the Town Clerk be and is hereby directed to forward a copy of this resolution to QUOGUE SINCLAIR FUEL INC. and the Purchasing Department.

THE VOTE

Sanders  Yes  No

Blass  Yes  No

Densieski  Yes  No

Bartunek  Yes  No

Cardinale  Yes  No

# Adopted

12/28/05

## TOWN OF RIVERHEAD RESOLUTION

# 1272

### APPROVING THE CONVEYANCE BY HALANDIA ASSOCIATES-RIVERHEAD LP TO THE D & F GROUP-DOCTORS PATH PROJECT

COUNCILMAN DENSIESKI

offered the following resolution,

COUNCILWOMAN BLASS

which was seconded by \_\_\_\_\_ :

**WHEREAS**, Halandia Associates-Riverhead LP is a Redevelopment Company formed under the Private Housing Finance Law and owns and manages a 40 unit multi dwelling project located at 461 Doctors Path;

**WHEREAS**, Halandia Associates-Riverhead LP has sought the approval of the Town Board to sell the property to D & F Group or an entity it controls;

**WHEREAS**, as a condition of the sale, the existing tax exemption and PILOT agreement entered into for this project in 1981 is required to be continued with the new owners;

**WHEREAS**, in the judgment of the Town Board it is in the best interest of the Town that the transfer be authorized;

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Board of the Town of Riverhead hereby consents, pursuant to Section 122(1) of the New York Private Housing Finance Law, to the sale of the project to D & F Group or an entity it controls, and agrees to the continuation of the tax exemption and the PILOT agreement currently in effect for the project;

**AND IT IS FURTHER RESOLVED**, that upon D & F Group, or an entity it controls, acquiring title to the project, that the Town Board of the Town of Riverhead then consents, pursuant to Section 123(4) of the New York Private Housing Finance Law, to the voluntary dissolution or termination of Halandia Associates-Riverhead LP as a redevelopment company under said statute;

**AND IT IS FURTHER RESOLVED**, that the Supervisor is hereby authorized to sign any documents necessary to effectuate the terms of this resolution;

**AND IT IS FURTHER RESOLVED**, that the Town Clerk is hereby directed to forward a certified copy of this resolution to Frank A. Isler, Esq., at Smith, Finkelstein, Lundberg, Isler & Yakaboski, LLP.; The Town Attorney; John H. Hanson; John L. Kelly, Esq., Nixon Peabody, LLP, 437 Madison Avenue, New York 10022-7001; the D & F Group, 19-02 Whitestone Expressway, Suite 405, Whitestone, New York 11537.

THIS RESOLUTION HAS BEEN PREPARED BY FRANK A. ISLER, ESQ., SPECIAL COUNSEL FOR THE RIVERHEAD TOWN BOARD.

**THE VOTE**

Bartunek <input checked="" type="checkbox"/> yes <input type="checkbox"/> no	Sanders <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

*ABSTAIN*

# Adopted

12/28/05

TOWN OF RIVERHEAD

Resolution # 1273

**AUTHORIZES THE TOWN ATTORNEY TO ORDER AN APPRAISAL FOR  
PROPERTY LOCATED ON RIVERSIDE DRIVE (The Riverclub) IN CONNECTION  
WITH THE ACQUISITION OF SAID PARCEL**

COUNCILWOMAN BLASS offered the following resolution, was seconded by

COUNCILWOMAN SANDERS :

**WHEREAS**, the Town Board wishes to consider the purchase a certain real property located at Riverside Drive in Riverhead owned by various owners and commonly known as "The Riverclub",

**NOW THEREFORE BE IT HEREBY RESOLVED**, that the Town of Riverhead and the Nature Conservancy will share the cost of an appraisal of the aforementioned property to be done by Fred Wood Associates with the Town's share of the cost not to exceed \$2500; and be it further

**RESOLVED**, that the Town Clerk is hereby directed to forward a certified copy of this resolution to Peconic Land Trust, Nature Conservancy, John J. Hansen, Financial Administrator , and the Office of the Town Attorney.

THE VOTE

Bartunek	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no	Sanders	<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

Adopted

12/28/05

TOWN OF RIVERHEAD

Resolution # 1274

AUTHORIZING SUPERVISOR TO SIGN LICENSE AGREEMENT WITH SUFFOLK CEMENT PRODUCTS, INC. IN CONJUNCTION WITH THE LANDFILL RECLAMATION PROJECT

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

WHEREAS the Town and its contractors require a license to enter a portion of property owned by Suffolk Cement Products, Inc. that abuts the Youngs Avenue Landfill on the east; and

WHEREAS Suffolk Cement Products, Inc. has agreed to the terms of a license agreement rather than compel the Town to acquire same through costly eminent domain proceedings; and

WHEREAS the agreement sets forth a monthly rate to be paid to during the life of the agreement, which rate is fair and reasonable and consistent with similar agreements previously entered into by the Town for a similar purposes;

NOW THEREFORE, BE IT RESOLVED that the Town Board of the Town of Riverhead hereby agrees to the terms of the License Agreement in the form annexed hereto and hereby authorizes the Supervisor to sign the agreement and any other documents necessary to implement same on behalf of the Town; and be it further

RESOLVED that the Town Clerk is hereby directed to forward a certified copy of this resolution to Thomas C. Wolpert, P.E., c/o Young & Young; Kenneth Testa, P.E.; Frank A. Isler, Esq.; John J. Hansen, Financial Administrator; Dawn C. Thomas, Town Attorney; and Charles E. Raffae, Esq., 747 East Main Street, P.O. Box 238, Riverhead, New York 11901.

THIS RESOLUTION WAS PREPARED BY FRANK A. ISLER, SPECIAL COUNSEL TO THE TOWN BOARD.

THE VOTE  
Bartunek  yes  no Sanders  yes  no  
Blass  yes  no Densieski  yes  no  
Cardinale  yes  no

THE RESOLUTION  WAS  WAS NOT THEREFORE DULY ADOPTED

12/28/05

Town of Riverhead

# Adopted

Resolution # 1275

Supports Application to NYS DEC for Street Tree Grant Funding

COUNCILMAN BARTUNEK

offered the following resolution,

COUNCILMAN DENSIESKI

which was seconded by \_\_\_\_\_

**WHEREAS**, Riverhead Townscape, Inc. is a 501(c) (3) not-for-profit community beautification organization that has operated in the Town of Riverhead for 29 years; and

**WHEREAS**, Riverhead Townscape, Inc. has proposed a street tree planting program to be implemented in 2005-2006 that provides for the purchase, professional planting and maintenance of principally wire-friendly trees at curbside locations within the public right-of-way of various streets in the downtown Riverhead area; and

**WHEREAS**, pursuant to resolution #242 of 2005, the Town Board of the Town of Riverhead authorized the expenditure of \$5,000 as the town's cash contribution to the project; and

**WHEREAS**, based on the support indicated from the Town of Riverhead in cash and in-kind services as well as from other private businesses, Riverhead Townscape, Inc. has applied for funding from the New York State Dept. of Environmental Conservation in the amount of up to \$10,000 pursuant to the attached narrative and budget.

**THEREFORE, BE IT RESOLVED**, that the Town Board of the Town of Riverhead hereby indicates its support for the referenced grant application.

**BE IT FURTHER RESOLVED**, that the Town Clerk shall provide a certified copy of this resolution to the Community Development Director Andrea Lohneiss and Riverhead Townscape Street Tree Coordinator Vincent Taldone.

**THE VOTE**

Bartunek	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no	Sanders	<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**

## 2005 Cost-Sharing Grant Application

Riverhead Townscape Inc.  
200 Howell Avenue  
Riverhead, N.Y. 11901

### 1. Proposed Project

The proposed project provides for the planting and maintenance of at least 250 curbside, wire-friendly trees which will be planted in the public right-of-way in historic hamlet area of downtown Riverhead.

The proposed project cost is \$61,434 which includes a \$5,000 cash contribution from Townscape, Inc., Riverhead's not-for-profit (501-3-c) community beautification organization, \$5,000 cash (for tree procurement) and \$5,184 in-kind contributions (labor for a full season of scheduled watering services) by the Town of Riverhead, \$6,250 cash reimbursement from the Long Island Power Authority (\$25 per wire-friendly tree), \$25,000 in-kind contribution from Warner's Nursery of Baiting Hollow (\$100 per tree for professional planting services), \$5,000 cash contribution from Riverhead Estates, Inc. (a local real estate developer) and \$10,000 in NYS grant funds

The tree planting project is intended to support the overall revitalization of the historic downtown community. This street-tree planting project provides obvious environmental and aesthetic benefits but is primarily intended to support a more walkable downtown community. The project will provide needed shade during hot summer months thereby encouraging pedestrian movement between downtown parking/public transit facilities and area shops, cultural institutions and recreational/ park facilities located adjacent to and in the immediate vicinity of the downtown portion of the scenic Peconic River waterfront. The utility of existing, and recently upgraded, sidewalk and lighting infrastructure will be enhanced by the planting of these trees.

The project includes the planting of trees along East Main Street, West Main Street, Griffing and Osborne Avenues as well as several infill sites on other local streets that provide pedestrian access to the Main Street commercial and recreational corridor. All tree plantings will occur in or directly adjacent to the downtown Riverhead commercial center which is a designated Urban Renewal Area. This area is also of great historic significance serving for over 200 years as the county seat and containing nearly one half of all the officially designated town landmarks.

### 2. Work Proposal - Schedule A

Riverhead Townscape will serve as the project manager supervising all tree selections, planting and maintenance. The selection of trees will depend in part on availability and site conditions but will in all instances be limited to trees indicated in the attached or an updated Keyspan Energy (or LIPA) approved "Wire-Friendly Inventory". All trees will be of a 2 inch or greater caliper. Further, tree pit preparation and tree plantings will be conducted by the professional staff of Warner's Nursery of Baiting Hollow.

Plantings will focus on areas such as those depicted in the attached photos where there is little existing sidewalk shade. However, infill planting sites including curbside areas adjoining some of the town's most historically significant buildings, located within the downtown area, may also be added to the project.

The proposed project will begin in the late fall of 2005 and is scheduled for completion in the early spring of 2006. Tree watering services by Riverhead Town Engineering Department, Division of Buildings and Grounds is scheduled to start in the spring of 2006. Watering will be accomplished by use of the town's existing watering truck which will be staffed by a municipal crew of two for approximately 3 hours per day (labor cost estimated at \$18 for each person per hour and provided twice weekly for a period of 24 weeks.

Tree pit maintenance and any necessary pruning will be conducted primarily by Riverhead Townscape volunteers.

### 3. Budget

Total Budget \$61,434

Total Project 250 Trees at \$125 per tree (minimum 2" caliper)

NYS Grant	\$ 10,000	Cash Reimbursement
Keyspan/LIPA	6,250	Cash Reimbursement
Townscape	5,000	Cash
Riverhead Town	5,000	Cash
Riverhead Estates	5,000	Cash
Warner's Nursery	25,000	In-Kind Professional Tree Planting Services
Riverhead Town	5,184	In-Kind Scheduled Watering Services

### 4. Community Involvement

Riverhead Townscape proposes to engage the community in this tree planting project and to educate residents about the benefits of such efforts. In 2003, Townscape completed the planting of approximately 100 trees to shade the sidewalks of a 1 mile segment of Roanoke Avenue that connects Main Street in downtowns to the commercial shopping district on County Road 58. Outreach to the community during that project resulted in cash contributions which equaled nearly ten percent of project costs. Riverhead Townscape intends to conduct similar outreach to the downtown community for the benefit of the proposed project and fully intends to meet or exceed the cost sharing targets achieved in the Roanoke Avenue project. All donations from this outreach effort will be used to purchase additional trees (above the 250 tree total already budgeted) for planting in the target area. Additionally, many of the trees will be labeled so that pedestrians can identify them as both wire and sidewalk friendly.

# Tabled

12/28/05

## TOWN OF RIVERHEAD

Resolution # 1276

### ADOPTS A LOCAL LAW TO CREATE CHAPTER 16 OF THE RIVERHEAD TOWN CODE ENTITLED, "DOMESTIC PARTNERSHIP REGISTRY"

COUNCILWOMAN BLASS

offered the following resolution, was seconded by

COUNCILWOMAN SANDERS :

**WHEREAS**, the Town Clerk was authorized to publish and post a public notice to hear all interested persons to consider a local law to create Chapter 16 entitled, "Domestic Partnership Registry" of the Riverhead Town Code; and

**WHEREAS**, a public hearing was held on the 3rd day of August, 2004 at 2:10 o'clock p.m. at Town Hall, 200 Howell Avenue, Riverhead, New York, the date, time and place specified in said public notice, and all persons wishing to be heard were heard; and

**WHEREAS**, the Town Board desires to establish such registry to make available a service for its residents already available in numerous other Suffolk County towns.

**NOW THEREFORE BE IT RESOLVED**, that a local law to create Chapter 16 entitled, "Domestic Partnership Registry" of the Riverhead Town Code is hereby adopted as specified in the attached notice of adoption; and be it further

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

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

Councilwoman Blass moved to tabled the resolution, which was seconded by Councilman Densieski. All yes to Table. The Resolution was duly Tabled.

**THE VOTE**

Bartunek	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no	Sanders	<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**

**TOWN OF RIVERHEAD  
NOTICE OF ADOPTION**

**PLEASE TAKE NOTICE**, that the Town Board of the Town of Riverhead adopted a local law creating Chapter 16 entitled, "Domestic Partnership Registry" of the Riverhead Town Code at its regular meeting held on December 28, 2005. **Be it enacted** by the Town Board of the Town of Riverhead as follows:

**CHAPTER 16**  
**DOMESTIC PARTNERSHIP REGISTRY**

**§ 16 - 1. Legislative Intent.**

A. It is the intention of the Riverhead Town Board to establish a mechanism by which Town residents can express and document their commitment to each other as "domestic partners."

B. This legislation is intended to define the term "domestic partnership" and establish a registry for residents wishing to acknowledge such relationships.

**§16-2. Requirements.**

A domestic partnership shall exist between two persons under the following circumstances:

- a) The persons are not related by blood closer than would bar marriage in the State of New York;
- b) Neither person is married;
- c) Both persons are 18 years of age or older;
- d) Both persons are competent to enter into a contract;
- e) The persons declare that they are each other's sole domestic partner;
- f) The persons currently share a primary residence within the Town of Riverhead and declare that they intend to do so for the indefinite future;
- g) The persons declare that they are in a relationship of mutual support, caring and commitment and are responsible for each other's welfare. For these purposes, "mutual support" means that each contributes mutually to the other's maintenance and support;
- h) The persons declare that they have resided together and shared a relationship of mutual support for a period of not less than one (1) year prior to their registration as a domestic partners;
- i) Both persons agree to file a termination of partnership if there is a change in the status of their domestic partnership;
- j) The persons shall file a statement of domestic partnership as set forth in this chapter and pay the required fee.

### **§16-3 Statement(s) of Domestic Partnership.**

A) Contents. The statement shall be signed under the penalty of perjury and shall include the date on which the persons became each other's domestic partner and the address of both partners. Statements must include certified copies of each partner's birth certificate or proof of birth date in a form acceptable to the Town Clerk and a copy of either a driver's license or other photo identification acceptable to the Town Clerk.

B) Affirmation of Requirements. The domestic partnership statement shall also include an affirmation sworn to in person by each partner at the Office of the Town Clerk on the day of filing as to each element contained in §16-2 of this chapter.

C) Amendment of domestic partnership statement. Partners may amend the domestic partnership statement at any time in order to change an address by filing an amended statement.

D) Termination of domestic partnership. The domestic partnership statement may be terminated as follows:

1. Either member of a domestic partnership may terminate the domestic partnership by filing a termination statement with the Town Clerk. The person filing the termination statement must declare, under penalty of perjury:

a) The domestic partnership is terminated; and

b) A copy of the termination statement has been mailed or given to the other domestic partner.

2. If signed by only one member of the partnership, the termination statement shall include United States Postal Service proof of its mailing to the other partner or a notarized statement of the other partner acknowledging the termination.

3. A Domestic Partnership shall terminate in the event of the marriage or death of either partner.

4. New statements of domestic partnership. No person who has filed a statement of domestic partnership may file another statement of domestic partnership until six months after the termination statement of a previous partnership has been on file with the Town Clerk.

### **§16-4 Filing and form of statements; fees; issuance of certificates and registry card.**

Anyone who has signed a statement of domestic partnership must file it with the Town Clerk. The statement of domestic partnership, or any termination or amendment thereof, shall not be deemed effective until filed with the Town Clerk according to the provisions of this article.

A) Form of statements. All statements relating to domestic partnerships shall be notarized and executed as a declaration made under the penalty of perjury. The Town Clerk shall provide forms as necessary to interested individuals.

B) Fees for filing of statements and issuance of domestic partnership certificates and registry cards. There shall be a fee of twenty-five dollars (\$25) for the filing of a domestic partnership statement.

and issuance of a domestic partnership certificate and domestic registry card(s) or for the filing of any documentation of the termination thereof. Such fees shall cover the cost of filing and providing two (2) copies of the certificate of domestic partnership registration, two (2) domestic registry (wallet size) cards and/or termination certificates. There shall be a fee of ten dollars (\$10) for each additional certified copy of the certificate or registry card amended copy of a certificate or documentation of a termination of a partnership.

**§16-5. Confidentiality.**

A) The Town Clerk shall ensure the confidentiality of information contained in the registry. In the ordinary course of business, such information shall be released as follows:

1. To one or both parties of the domestic partnership;
2. To an individual presenting written authorization from one or both of the parties of the domestic partnership; and
3. In accordance with an Order of a Court of competent jurisdiction or a so-ordered subpoena.

B) Nothing herein shall be construed to prohibit the publication of statistics or information pertaining to domestic partnerships which have been registered by the Town Clerk, and are legally obtainable under the Freedom of Information Laws of New York State.

**§16-6. Severability.**

If any clause, sentence, paragraph, subdivision, section or other part of this local law shall for any reason be adjudged to be unconstitutional or otherwise invalidated by any court of competent jurisdiction, then such adjudication shall not affect, impair, or invalidate the remainder of this law, and it shall be construed to have been the legislative intent to enact this local law without such unconstitutional or invalid parts therein.

Dated: Riverhead, New York  
December 28, 2005

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

**BARBARA GRATTAN, Town Clerk**

- Underline represents additions(s)

12/28/05

Adopted

TOWN OF RIVERHEAD

Resolution # 1277

**ADOPTS A LOCAL LAW AMENDING CHAPTER 108 OF THE RIVERHEAD TOWN CODE ENTITLED "ZONING" (ECONOMIC DEVELOPMENT ZONE)**

COUNCILMAN DENSIESKI offered the following resolution which was seconded by COUNCILMAN BARTUNEK:

**WHEREAS**, the Town Clerk was authorized to publish and post a public notice to hear all interested persons to consider a local law amending Chapter 108 entitled, "Zoning" of the Riverhead Town Code; and

**WHEREAS**, a public hearing was held on the 20th day of December, 2005 at 2:05 o'clock p.m. at Town Hall, 200 Howell Avenue, Riverhead, New York, the date, time and place specified in said public notice, and all persons wishing to be heard were heard.

**NOW THEREFORE BE IT RESOLVED**, that a local law amending Chapter 108 "Zoning", of the Riverhead Town Code be and is hereby adopted as specified in the attached notice of adoption; and be it further

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

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

**THE VOTE**  
Bartunek  yes \_\_\_ no Sanders  yes \_\_\_ no  
Blass \_\_\_ yes \_\_\_ no Densieski  yes \_\_\_ no  
Cardinale  yes \_\_\_ no  
**THE RESOLUTION WAS WAS NOT  
THEREFORE DULY ADOPTED**

**TOWN OF RIVERHEAD  
NOTICE OF ADOPTION**

**PLEASE TAKE NOTICE**, that the Town Board of the Town of Riverhead adopted a local law amending Chapter 108 entitled, "Zoning" of the Riverhead Town Code at its regular meeting held on December 28, 2005 as follows:

**Be it enacted** by the Town Board of the Town of Riverhead that the adopted local law to amend Chapter 108, entitled "Zoning", may be reviewed at the Office of the Town Clerk, 200 Howell Avenue, Riverhead, New York, between the hours of 8:30 a.m. and 4:30 p.m., Monday through Friday.

Dated: Riverhead, New York  
December 28, 2005

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

**BARBARA GRATTAN, Town Clerk**

Chapter 108  
Zoning

**LOCAL LAW NO. OF 2005**

A LOCAL LAW amending Chapter 108 of the Code of the Town of Riverhead entitled: "Economic Development Zone at ~~Calverton Site~~"

BE IT ENACTED by the Town Board of the Town of Riverhead as follows:

"Economic Development Zone at ~~Calverton Site~~" ARTICLE XXXIX,  
Economic Development Zone at ~~Calverton Site~~

§ 108-201. Designation of economic development zone plan and boundaries.

The Economic Development Zone is described by Graphic Information Systems coordinates, Suffolk County Tax Map Numbers or metes and bounds as follows:

~~-NOTE: The former Naval Weapons Industrial Reserve Plant is hereafter referred to as "Calverton Site." The economic development zone plan as described in the town's application for designation will be implemented within the economic development zone which is wholly within the Calverton site. The economic development zone comprises 1,248 acres of the two thousand nine hundred acre Calverton site pursuant to the following description:~~

A. ~~Parcel A: beginning at a point located at the center line of the west runways' southerly end (previously known as "Runway 5/23") (UTM\* 683907.74, 4530531.12), thence northwesterly 5,200' +/- along the center line of Outer Road stopping 200' short of the fence running parallel with New York State Route 25 (UTM 683744.76, 4532106.62), thence east northeast 4,630' +/- while remaining 200' parallel from the fence along New York State Route 25 (UTM 685058.71, 4532581.71), thence southeasterly 6,000' +/- parallel with and remaining 400' +/- west of the taxiway immediately west of the east runway (previously known as "Runway 14/32") (UTM 686736.39, 4531171.26), thence southwesterly 2,000' +/- (UTM 686305.84, 4530725.86), thence westerly 7,880' +/- to the point of origin. Total area equals 1,025 +/- acres.~~

B. ~~Parcel B: beginning at a point 250' +/- southwest of the intersection of the property line at New York State Route 25 and the east side of Calverton Airport property (UTM 687121.60, 4532879.31), thence southeasterly 1,950' +/- parallel with the property line (687168.47, 4532275.21), thence generally southeast 300' +/- (UTM 687225.76, 4532233.54), thence easterly 140' +/- (UTM 687277.84, 4532236.15),~~

thence southeastward 200' +/- (UTM 687285.65, 4532165.85), thence southwesterly 1,730' +/- to a point 860' +/- from Runway 14/32 on the east side of the airport (UTM 686944.25, 4531772.56), thence northwest 5,500' +/- parallel with Runway 14/32 on the east side of the airport (UTM 685771.35, 4532745.03), thence northeasterly 4,450' +/- remaining 200' +/- parallel with the south side of the fence along New York State Route 25 to the point of origin. Total area equals 223 +/- acres.

\*NOTE: UTM — Universal Transverse Mercator. A coordinate system defined by the transverse Mercator projection and a set of zones and offsets. The above UTM coordinates should not be used for precise surveying purposes.

### **Calverton Property (known as EPCAL Subzone Area 1) description by GIS Coordinates:**

#### **Section A:**

Beginning at the southeasterly corner thereof at the point of the intersection of Middle Country Road (NYS 25) and Wading River — Manorville Road proceeding easterly along Middle Country Road along the northern property line of EPCAL for a distance of approximately 5200 feet +/- . At said point proceed approximately 205 feet +/- in a southerly direction S 06° 20' 15" W to said point of beginning. At this point follow the next eleven (11) points: 1) N 70° 28' 19" E 714.85 feet; 2) N 68° 20' 30" E 442.45 feet; 3) N 64° 35' 30" E 341.24 feet; 4) N 62° 56' 21" E 537.40 feet; 5) N 67° 07' 40" E 243.88 feet; 6) N 71° 18' 19" E 549.27 feet; 7) N 70° 01' 00" E 258.25 feet; 8) N 74° 40' 19" E 1591.01 feet; 9) S 48° 58' 09" East 480.58 feet; 10) S 34° 21' 19" W 7463.33 feet; 11) N 06° 20' 15" W 4934.19 feet, to the point or place of beginning.

#### **Section B:**

Beginning at the southeasterly corner thereof at the point of the intersection of Middle Country Road (NYS 25) and Wading River — Manorville Road, proceed easterly along Middle Country Road along the northern property line of EPCAL for a distance of approximately 9711.4 feet +/- . At this point proceed S 48° 58' 09" E for 1368.27 feet +/- to said point of beginning. At this point follow the next fourteen (14) points: 1) S 48° 58' 09" E 1082.93 feet; 2) N 40° 20' 10" E 467.55 feet; 3) S 49° 39' 50" E 8453.30 feet; 4) S 69° 37' 16" W 318.93 feet; 5) N 89° 01' 31" W 1480.82 feet; 6) N 53° 05' 17" W 3080.34 feet; 7) N 90° 00' 00" W 1306.50 feet; 8) S 04° 00' 00" E 1316.73 feet; 9) S 85° 53' 15" W 2585.64 feet; 10) N 30° 00' 00" W 111.54 feet; 11) N 90° 00' 00" W 790.00 feet; 12) S 00° 00' 00" E 157.75 feet; 13) S 85° 53' 15" W 2661.59 feet; 14) N 34° 21' 19" E 7041.19 feet to the point or place of beginning.

#### **Section C:**

Beginning at the northwest corner of said property, District 0600 Section 97, Block 2, Lot 37 in the Town of Riverhead, proceed in a westerly direction along Middle Country Road (NYS 25) the northern property line of Section 135, Block 1, Lot 7.4 for a distance of approximately 187.78 feet +/- . At this point proceed S 05° 43' 17" E for 199.59 feet +/- to said point of beginning. At this point follow the next twelve (12) points: 1) N 80° 10' 09" E 1177.20 feet; 2) N 88° 00' 13" E 2899.23 feet; 3) S 05° 43' 17" E 2160.62 feet; 4) N 86° 48' 00" E 323.30 feet; 5) S 06° 34' 40" E 302.85 feet; 6) S 90° 00' 00" 711.02 feet; 7) S 00° 00' 00" E 201.65 feet; 8) S 90° 00' 00" W 1567.84 feet; 9) N 13° 18' 00" W 2021.58; 10) S 88° 00' 13" W 682.39 feet; 11) S 80° 10' 09" W 1109.83 feet; 12) N 11° 00' 00" W 588.87 feet to the point or place of beginning.

X Coordinate	Y Coordinate
2330851.50000	253393.15625
2330836.25000	253604.45313
2331513.75000	254402.37500
2332410.48862	255458.36006
2332633.63506	255721.14938
2332605.54340	255771.43754
2332576.20940	255814.37154
2332534.30340	255865.68279
2332517.47878	255881.63813
2332154.15169	256203.60129
2332069.70714	256278.43203
2331570.57065	256718.60179
2331335.90140	256931.08904
2331288.47765	256978.49104
2331265.79690	257015.58804
2331244.49065	257068.48579
2331208.75090	257195.57804
2331184.87147	257283.24308
2331951.35962	257493.33397
2332538.26250	257620.18577
2334438.81409	257918.29808
2334604.34780	257946.98246
2334953.20329	258007.43362
2335174.69619	258015.15435
2335555.73290	258028.43640
2336529.73010	258062.38767
2338049.48308	258100.76863
2338243.24996	256018.48439
2338570.25002	256052.48439
2338622.50000	255656.74999
2339225.75000	255724.00000
2339734.50000	255780.79688
2340247.00000	255838.00000
2340285.84944	255492.51981
2340431.00000	254194.00000
2340164.00000	254161.00000
2340221.00000	253661.00000
2341929.75000	253865.98438
2342069.58255	252662.65218
2342165.72867	251835.26457
2342132.37929	251724.91678

2341762.51413	251319.55897
2341344.58765	250861.52783
2341088.77123	250581.16300
2332958.76928	257484.71998
2332569.76007	257422.68158
2332004.24926	257300.45399
2331744.64314	257229.29714
2332809.46299	256325.10984
2332987.00000	256137.25000
2339430.50000	250665.67188
2339131.75000	250554.60938
2337651.00000	250579.79688
2335188.00000	252429.81250
2333881.50000	252429.81250
2333912.50000	251989.42188
2333979.87796	251026.34888
2333530.00000	250998.29688
2333131.25000	250970.65625
2332665.03946	250913.94260
2332195.00000	250856.75000
2331590.25000	250780.96875
2331485.62688	250773.43861
2331338.75000	251027.78125
2331023.01125	251027.78125
2331014.50000	251113.78125

Containing within said area a total of 1137 acres

**Downtown Riverhead Properties (Downtown Subzone Areas 2 and 3)  
by GIS Coordinates and Suffolk County Tax Map Number:**

Suffolk County Tax Map Nos.  
District 0600

~~128 5 1~~   ~~128 5 2~~   ~~128 5 3~~   ~~128 5 4~~   ~~128 5 5~~  
~~p/o 128 5 9.1~~   ~~128 5 10~~   ~~128 5 11~~   ~~128 5 12~~   ~~128 5 13~~  
~~128 5 14~~   ~~128 5 15~~   ~~128 5 16~~   ~~128 5 17~~   ~~128 5 18~~  
~~128 5 19~~   ~~128 5 20~~   ~~128 5 21~~   ~~128 5 22~~   ~~128 5 26~~  
~~128 5 27~~   ~~128 5 28~~   ~~128 5 29~~   ~~128 5 30~~   ~~128 5 31~~  
~~128 5 32~~   ~~128 5 33~~   ~~128 5 34~~   ~~128 2 22.2~~   ~~127 1 17~~  
~~127 1 19~~   ~~127 1 22.2~~   ~~127 2 29~~   ~~127 2 34~~   ~~127 4 30~~  
~~127 4 32.2~~   ~~127 4 33~~   ~~129 2 12~~   ~~129 2 32~~   ~~129 2 34.1~~  
~~129 3 10~~   ~~129 3 12~~   ~~129 3 13~~   ~~129 3 31~~   ~~129 3 36~~  
~~129 3 37~~   ~~129 3 38~~   ~~129 3 39~~   ~~129 3 40~~   ~~129 5 1~~  
~~129 5 3.3~~   ~~129 4 1~~   ~~129 4 2~~   ~~129 4 3~~   ~~129 4 4~~  
~~129 4 5.2~~   ~~129 4 6.1~~   ~~129 4 7~~   ~~129 4 8~~   ~~129 4 9~~  
~~129 4 10.1~~   ~~129 4 10.6~~   ~~129 4 10.7~~   ~~129 4 11~~   ~~129 4 12~~  
~~129 4 13.1~~   ~~129 4 13.2~~   ~~129 4 15~~   ~~129 4 17~~   ~~129 4 18.3~~  
~~129 4 19.1~~   ~~129 4 20~~   ~~129 4 21.1~~   ~~129 4 21.2~~   ~~129 2 46.1~~  
~~129 1 1~~   ~~129 1 2.1~~   ~~129 1 3.1~~   ~~129 1 4~~   ~~129 1 6~~

~~p/o 129 1 66.2 129 1 7 129 1 8.1 129 1 9 129 1 10~~  
~~129 1 11 129 1 12 129 1 13 129 1 14 129 1 17~~  
~~129 1 18 129 1 19 129 1 20 129 1 21 129 1 22~~  
~~124 3 1 124 3 2 124 3 3 124 3 4 124 4 5~~  
~~124 4 6 p/o 124 4 8.1 128 3 1 128 3 2 128 3 3~~  
~~128 3 4 128 3 5 128 3 6 128 3 7 128 3 8~~  
~~128 3 9 128 3 10 128 3 11 128 3 12.1 128 3 12.2~~  
~~128 3 12.3 128 3 13 128 3 14 128 3 15 128 3 17.1~~  
~~128 3 18 128 3 19 128 3 20 128 3 21 128 3 22~~  
~~128 3 23 128 3 26 128 3 27 128 3 29 128 3 30~~  
~~128 3 31 128 3 32 128 3 33 128 3 39 128 3 40~~  
~~128 3 41 128 3 42 128 3 43 128 3 44 128 3 45~~  
~~128 3 48 128 3 49 128 3 50 128 3 51 128 3 52~~  
~~128 3 53 128 3 54 128 3 55 128 3 56 128 3 57~~  
~~128 3 58 128 3 60 128 3 61.1 128 3 63 128 3 68.1~~  
~~128 3 68.2 128 6 6 128 6 7 128 6 8 128 6 9~~  
~~128 6 11 128 6 12.1 128 6 15 128 6 16 128 6 17~~  
~~128 6 19.1 128 6 20 128 6 21 128 6 22 128 6 23~~  
~~128 6 24 128 6 25 128 6 26 128 6 27 128 6 28~~  
~~128 6 29 128 6 30 128 6 31 128 6 32 128 6 33~~  
~~128 6 34 128 6 35 128 6 36 128 6 37.1 128 6 38~~  
~~128 6 39 128 6 40 128 6 41 128 6 42 128 6 43~~  
~~128 6 49.2 128 6 50.1 128 6 51 128 6 52.1 128 6 52.2~~  
~~128 6 53 128 6 55 128 6 57.3 128 6 58.1 128 6 61.2~~  
~~128 6 63.2 128 6 64 128 6 66.3 128 6 67 128 6 68~~  
~~128 6 69 128 6 70 128 6 71 128 6 72.1 128 6 72.2~~  
~~128 6 73.1 128 6 74 128 6 75 128 6 76.1 128 6 76.2~~  
~~128 6 77 128 6 78 128 6 79 128 6 80 128 6 81~~  
~~128 6 82 128 6 83 Property now known as Cedar Street~~

#### Empire Zone Downtown Riverhead X and Y Coordinates

X Coordinate	Y Coordinate
2368224.55241	254927.08132
2368145.16318	255075.32839
2368072.50000	255211.01563
2368186.03810	255263.95364
2368232.26215	255285.50595
2368297.42427	255151.17175
2368342.30685	255171.87311
2368362.15522	255130.04976
2368463.38457	255170.25299
2368538.75834	255019.06633
2368615.29817	255034.08816
2368645.71784	255040.05838
2368717.71784	254857.05838
2368715.10889	254805.86704
2368663.50000	254753.01563
2368773.51419	254741.40908
2368782.58575	254797.75066

2368788.94093	254857.41314
2368783.43229	254899.05032
2368772.44529	254933.33277
2368727.85705	255064.98344
2368777.89896	255089.37285
2368905.50000	255158.01563
2368964.68555	255153.05952
2368928.50000	255217.01563
2368900.25956	255262.86727
2368868.06712	255315.13543
2368839.55491	255361.42832
2368810.31555	255408.90182
2368703.46579	255582.38483
2368650.50000	255577.01563
2368514.99628	255493.23576
2368459.89741	255459.16897
2368355.50000	255404.01563
2368309.50000	255497.01563
2368258.50000	255598.01563
2368378.50000	255629.01563
2368488.50000	255657.01563
2368584.50000	255682.01563
2368657.50000	255657.01563
2368784.50000	255712.01563
2368816.69290	255715.70126
2368951.50000	255496.01563
2368980.50000	255449.01563
2369009.46026	255401.99121
2369041.50000	255350.01563
2369097.76520	255258.74096
2369123.79184	255206.99812
2369175.60233	255224.71068
2369242.33944	255248.59108
2369226.91738	255301.49971
2369169.14535	255475.99933
2369331.75278	255529.83419
2369387.49881	255370.05741
2369410.50000	255305.01563
2369753.42380	255421.22650
2369806.46105	255439.12866
2369888.50000	255467.01563
2369939.49424	255484.03261
2369994.63034	255502.64322
2370040.46544	255518.11437
2370093.50000	255536.01563
2370136.71480	255467.65767
2370164.16911	255424.22995
2370196.00774	255373.86702
2370143.50000	255358.01563
2370123.43688	255411.18291
2370036.50000	255383.01563
2369928.47135	255347.10156
2369847.44836	255320.16552
2369796.10897	255303.09777
2369747.21495	255286.84298
2369680.60707	255264.69923
2369721.16248	255143.46258

2369540.50000	255083.01563
2369590.61840	254939.48454
2369710.41923	254980.65755
2369740.72206	254893.56005
2369770.16309	254903.25181
2369787.32078	254914.14964
2369830.02889	254931.19035
2369823.79111	254948.07497
2369912.64349	254978.77541
2369956.90040	254861.84500
2369971.01855	254866.90060
2370016.53868	254882.89408
2369968.58429	255033.57487
2370002.76887	255047.21572
2369983.23691	255105.32332
2370062.47712	255132.84887
2370072.05554	255105.27463
2370081.50185	255108.55598
2370082.81439	255104.77746
2370179.16676	255138.24724
2370199.50000	255079.01563
2370266.50000	255102.01563
2370249.32039	255153.55446
2370319.79165	255180.12559
2370353.50000	255202.01563
2370317.51744	255258.95358
2370351.92669	255273.73083
2370407.57294	255296.56808
2370436.06819	255308.12108
2370478.00444	255326.12233
2370508.38144	255338.21258
2370489.02969	255378.71683
2370532.10009	255399.35754
2370619.50000	255445.01563
2370645.50000	255390.01563
2370749.94618	255451.87210
2370784.31918	255479.90842
2370863.57246	255526.89430
2370924.97213	255563.29553
2370983.26147	255470.86529
2371043.50000	255508.01563
2371102.99861	255546.32988
2371148.22609	255569.22070
2371207.40009	255606.14528
2371242.94181	255628.32331
2371339.86855	255476.43810
2371437.50000	255534.01563
2371494.50000	255600.01563
2371533.15955	255653.01311
2371582.17086	255723.68058
2371654.50000	255712.01563
2371778.50000	255607.01563
2371848.50000	255547.01563
2371835.99744	255530.38083
2371840.50000	255506.01563
2371852.50000	255490.01563
2371867.50000	255470.01563

2371880.50000	255449.01563
2371889.50000	255437.01563
2371900.50000	255413.01563
2371906.50000	255401.01563
2371916.50000	255380.01563
2371922.50000	255360.01563
2371920.50000	255336.01563
2371908.50000	255336.01563
2371884.50000	255346.01563
2371867.50000	255352.01563
2371843.50000	255364.01563
2371827.50000	255373.01563
2371806.50000	255388.01563
2371792.50000	255409.01563
2371778.50000	255423.01563
2371770.50000	255427.01563
2371762.50000	255427.01563
2371755.50000	255424.01563
2371744.50000	255406.01563
2371737.50000	255394.01563
2371732.50000	255386.01563
2371733.50000	255378.01563
2371751.50000	255359.01563
2371769.50000	255340.01563
2371789.50000	255316.01563
2371798.50000	255299.01563
2371797.50000	255295.01563
2371793.50000	255279.01563
2371774.50000	255279.01563
2371770.50000	255279.01563
2371758.50000	255275.01563
2371737.50000	255275.01563
2371734.95920	255271.62789
2371620.90719	255399.96133
2371570.90169	255369.24083
2371478.23044	255310.09283
2371438.31769	255284.87458
2371414.42758	255268.93167
2371341.72534	255233.07851
2371385.66887	255142.36937
2371339.90318	255120.24141
2371417.08235	254972.05540
2371371.67549	254944.77533
2371349.46344	254931.94483
2371322.98741	254915.52392
2371282.35019	254887.63208
2371263.52194	254860.92283
2371264.12919	254856.67383
2371152.67869	254790.81158
2371142.96094	254808.41508
2371141.50000	254799.01563
2371141.50000	254787.01563
2371141.50000	254766.01563
2371131.50000	254750.01563
2371115.50000	254737.01563
2371095.50000	254727.01563
2371074.50000	254720.01563

2371070.50000	254720.01563
2371051.50000	254730.01563
2371035.50000	254736.01563
2371023.50000	254733.01563
2371007.50000	254724.01563
2370995.50000	254717.01563
2370987.50000	254714.01563
2370970.50000	254703.01563
2370967.50000	254679.01563
2370955.50000	254670.01563
2370947.50000	254665.01563
2370931.50000	254651.01563
2370915.50000	254637.01563
2370899.50000	254625.01563
2370886.50000	254614.01563
2370878.50000	254608.01563
2370873.50000	254604.01563
2370857.50000	254594.01563
2370853.50000	254602.01563
2370849.50000	254607.01563
2370820.50000	254588.01563
2370803.50000	254576.01563
2370786.50000	254556.01563
2370766.50000	254537.01563
2370754.50000	254524.01563
2370740.50000	254508.01563
2370734.50000	254500.01563
2370726.50000	254488.01563
2370720.50000	254480.01563
2370717.50000	254476.01563
2370709.50000	254469.01563
2370692.50000	254462.01563
2370675.50000	254456.01563
2370646.50000	254453.01563
2370622.50000	254446.01563
2370609.50000	254442.01563
2370584.50000	254434.01563
2370546.50000	254425.01563
2370521.50000	254420.01563
2370502.50000	254416.01563
2370470.50000	254416.01563
2370453.50000	254420.01563
2370433.50000	254427.01563
2370413.50000	254433.01563
2370387.50000	254437.01563
2370371.50000	254440.01563
2370363.50000	254440.01563
2370359.50000	254439.01563
2370351.50000	254435.01563
2370326.50000	254440.01563
2370305.50000	254443.01563
2370285.50000	254446.01563
2370264.50000	254449.01563
2370256.50000	254450.01563
2370248.50000	254452.01563
2370240.50000	254455.01563
2370232.50000	254456.01563

2370228.50000	254456.01563
2370219.50000	254457.01563
2370207.50000	254454.01563
2370191.50000	254444.01563
2370171.50000	254425.01563
2370159.50000	254416.01563
2370147.50000	254406.01563
2370126.50000	254392.01563
2370105.50000	254375.01563
2370089.50000	254363.01563
2370073.50000	254353.01563
2370057.50000	254341.01563
2370045.50000	254330.01563
2370039.50000	254321.01563
2370033.50000	254313.01563
2370022.50000	254304.01563
2370018.50000	254300.01563
2370009.50000	254288.01563
2369996.50000	254282.01563
2369976.50000	254274.01563
2369972.50000	254273.01563
2369943.50000	254263.01563
2369923.50000	254255.01563
2369894.50000	254246.01563
2369873.50000	254240.01563
2369853.50000	254235.01563
2369828.50000	254232.01563
2369808.50000	254229.01563
2369784.50000	254226.01563
2369763.50000	254224.01563
2369739.50000	254222.01563
2369718.50000	254226.01563
2369702.50000	254228.01563
2369698.50000	254229.01563
2369686.50000	254229.01563
2369661.50000	254227.01563
2369657.50000	254228.01563
2369639.50000	254243.01563
2369629.50000	254259.01563
2369627.50000	254263.01563
2369599.50000	254260.01563
2369541.53217	254249.29278
2369477.23320	254260.88121
2369481.50000	254295.01563
2369489.50000	254358.01563
2369493.74060	254452.01563
2369434.54534	254454.78492
2369440.97977	254405.99739
2369355.95820	254424.16043
2369278.32587	254468.65642
2369276.84323	254478.76465
2369276.02584	254478.69929
2369274.48280	254496.55274
2369201.78871	254515.69161
2369188.70040	254667.12707
2369137.50000	254684.01563
2369117.05400	254689.58312

2369052.62162	254700.75221
2369062.73216	254551.85363
2369030.17900	254560.57041
2368963.67927	254559.40179
2368945.44769	254567.73283
2368941.15869	254588.62983
2368938.70876	254602.41580
2368937.47530	254723.45711
2368912.49137	254727.19680
2368921.91990	254545.14961
2368910.30964	254532.61043
2368903.65485	254527.42631
2368889.64269	254521.47658
2368870.22854	254525.15675
2368859.76579	254516.22960
2368852.40410	254512.94243
2368844.50000	254511.01563
2368823.50000	254510.01563
2368811.50000	254509.01563
2368806.50000	254508.01563
2368794.50000	254507.01563
2368786.50000	254508.01563
2368773.50000	254508.01563
2368769.50000	254508.01563
2368761.50000	254508.01563
2368753.50000	254507.01563
2368748.50000	254506.01563
2368737.80569	254500.53058
2368720.06719	254500.53058
2368707.50000	254507.01563
2368691.50000	254519.01563
2368671.53744	254526.95883
2368657.51389	254534.52257
2368646.50000	254532.01563
2368625.50000	254531.01563
2368609.50000	254536.01563
2368598.50000	254531.01563
2368588.50000	254515.01563
2368580.50000	254510.01563
2368555.50000	254510.01563
2368548.50000	254518.01563
2368527.50000	254522.01563
2368515.50000	254522.01563
2368501.50000	254517.01563
2368471.50000	254514.01563
2368474.86153	254538.86692
2368461.50000	254557.01563
2368460.50000	254543.01563
2368448.50000	254536.01563
2368423.50000	254532.01563
2368403.50000	254532.01563
2368386.50000	254547.01563
2368369.50000	254566.01563
2368347.50000	254586.01563
2368326.50000	254606.01563
2368302.50000	254603.01563
2368283.50000	254613.01563

2368263.50000	254619.01563
2368259.50000	254622.01563
2368251.50000	254622.01563
2368238.50000	254617.01563
2368213.50000	254607.01563
2368197.50000	254611.01563
2368185.50000	254617.01563
2368173.50000	254630.01563
2368165.50000	254643.01563
2368157.50000	254655.01563
2368145.50000	254659.01563
2368127.50000	254676.01563
2368115.50000	254679.01563
2368112.50000	254675.01563
2368107.50000	254673.01563
2368092.50000	254683.01563
2368084.50000	254688.01563
2368072.50000	254694.01563
2368059.50000	254696.01563
2368048.50000	254705.01563
2368040.50000	254717.01563
2368033.50000	254725.01563
2368098.84220	254920.01630
2368173.65477	254890.62009
2364693.42148	255221.34515
2364933.71653	255248.23956
2365053.00000	255261.57813
2365136.94957	254949.76544
2365071.91994	254925.76492
2364982.32432	254892.69782
2364878.11205	254851.26835
2364826.88982	254830.90045
2364735.66212	254794.62487
2364594.74351	255210.33477

Containing within said area a total of 64.16 acres

Second area:

To include all of the following parcels:

Suffolk County Tax Map Number Section 124, block 3, lots: 1, 2, 3 & 4

Containing within said area a total of 3.84 acres

**Riverside Property (known as Subzone Area 4) described by Suffolk County Tax Map Numbers**

Suffolk County Tax Map Nos.

District 0900Section 118-Block 2-Lots 3.1

Section 118-Block 2-Lot 4

Section 118-Block 2-Lot 5

Section 118-Block 2-Lot 6

Section 118-Block 2-Lots 29

Containing within said area a total of 2 acres

A portion of the following tax maps which represent the 7 acre building footprint:

~~118 2 9~~ ~~118 2 15~~ ~~118 2 18~~ ~~118.01 1 2~~  
~~118 2 13~~ ~~118 2 16~~ ~~118 2 20~~  
~~118 2 14~~ ~~118 2 17~~ ~~118 2 25~~

**Gabreski Property (known as Subzone Area 5) described by metes and bounds:**

~~Beginning at a point located at the intersection of Stewart Avenue and of Old Riverhead Road (UTM 698, 482.43, 4,523,825.82). Thence 392.74 feet in a general northeast direction along the east side of Old Riverhead Road to a point where the road curves to a northerly direction (UTM 698, 479.94, 4, 523,900.36). Thence 1,039.21 feet in a northerly direction along the east side of Old Riverhead Road (UTM 698, 461.21,4,524,258.81). Thence 383.94 feet east to the intersection of the airport's north service road (UTM 698, 575.58, 4, 524, 257.46). Thence 945.26 feet in a southeasterly direction along the south side of the north service road to the intersection of Rust Avenue (UTM 698, 796.17, 4, 524, 079.92). Thence 138.5 feet in a southwesterly direction along the west side of Rust Avenue (UTM 698, 784.06, 4, 524, 044.95). Thence 1,642.75 feet in a southerly direction along Rust Avenue to a point where it intersects Cook Avenue (UTM 698, 820.38, 4, 523, 540.56). Thence 1,241.41 feet in a westerly direction along the north side of Cook Avenue to the point of intersection with Old Riverhead Road (UTM 698, 459.91, 4, 523, 494.83). Thence 1,094.53 feet in a northeasterly direction along the east side of Old Riverhead Road to the point of origin.~~

BEGINNING at a Suffolk County Monument on the easterly side of Westhampton-Riverhead Road (CR 31) whose coordinates are N 249,387.33 E 1,359,028.55 and running thence along the easterly side of said road S 05° 10' 08" W, 32.10 feet to the ACTUAL POINT of BEGINNING.

RUNNING THENCE along Road B the following five (5) courses:

- 1) N 39° 09' 26" E, 88.36 feet;
- 2) N 86° 28' 54" E, 256.17 feet;
- 3) N 04° 37' 33" E, 60.61 feet;
- 4) S 86° 28' 54" W, 257.46 feet;
- 5) N 38° 31' 11" W, 86.50 feet to the easterly side of Westhampton-Riverhead Road (CR 31);

THENCE along said road line the following two (2) courses:

- 1) N 00° 54' 56" E, 265.29 feet;

2) N 03° 20' 16" W, 1,019.57 feet;

THENCE the following three (3) courses:

1) S 87° 45' 54" E, 434.94 feet;

2) Southeasterly along the arc of a curve bearing to the left, having a radius of 4,858.00 feet, and a length of 762.02 feet;

3) S 55° 02' 37" E, 68.20 feet to the westerly side of Sheldon Way;

THENCE along said road line the following three (3) courses:

1) S 26° 34' 35" W, 40.15 feet;

2) Southerly along the arc of a curve bearing to the left, having a radius of 218.00 feet, and a length of 111.67 feet;

3) S 02° 46' 23" E, 554.16 feet to Road D;

THENCE along Road D the following five (5) courses:

1) S 41° 26' 11" W, 78.27 feet;

2) S 86° 31' 21" W, 480.61 feet;

3) S 10° 20' 00" E, 60.43 feet;

4) N 86° 31' 21" E, 469.47 feet;

5) S 48° 33' 49" E, 80.59 feet to the westerly side of Sheldon Way;

THENCE along said road line S 02° 46' 23" E, 943.65 feet;

THENCE the following four (4) courses:

1) S 86° 47' 07" W, 211.20 feet;

2) S 03° 29' 43" E, 65.00 feet;

3) S 86° 47' 07" W, 377.37 feet;

4) N 48° 12' 53" W, 98.99 feet to Road A;

RUNNING THENCE along Road A the following eleven (11) courses:

1) N 03° 10' 59" W, 351.84 feet;

2) Northerly along the arc of a curve bearing to the right, having a radius of 250.00 feet, and a length of 55.19 feet;

3) N 09° 27' 54" E, 287.59 feet;

4) Northerly along the arc of a curve bearing to the left, having a radius of 310.00 feet, and a length of 69.69 feet;

5) N 03° 24' 56" W, 175.95 feet;

6) S 86° 59' 49" W, 60.00 feet;

7) S 03° 24' 56" E, 176.69 feet;

8) Southerly along the arc of a curve bearing to the right, having a radius of 250.00 feet, and a length of 56.25 feet;

9) S 09° 28' 37" W, 287.21 feet;

10) Southerly along the arc of a curve bearing to the left, having a radius of 310.00 feet, and a length of 68.50 feet;

11) S 03° 10' 59" E, 308.76 feet;

THENCE westerly the following three (3) courses:

1) S 86° 49' 01" W, 113.35 feet;

2) N 03° 12' 53" W, 207.32 feet;

3) S 86° 39' 25" W, 286.24 feet to the easterly side of Westhampton-Riverhead Road;

THENCE along said road line N 05° 10' 08" E, 683.33 feet to the POINT or PLACE of BEGINNING.

**EXCLUDING ROAD C DESCRIBED AS FOLLOWS:**

BEGINNING at a Suffolk County Monument on the easterly side of Westhampton-Riverhead Road (CR 31) and running thence the following four (4) courses:

1) N 00° 54' 56" E, 1164.58 feet;

2) S 38° 31' 11" E, 86.50 feet;

3) N 86° 28' 54" E, 257.46 feet;

4) N 41° 40' 14" E, 71.75 feet to the ACTUAL POINT of BEGINNING.

RUNNING THENCE the following eight (8) courses:

1) N 03° 08' 25" W, 288.31 feet;

2) Northerly along the arc of a curve bearing to the right, having a radius of 438.00 feet, and a length of 275.90 feet;

3) Northerly along the arc of a curve bearing to the left, having a radius of 37.00 feet, and a length of 30.35 feet;

4) Southeasterly along the arc of a curve bearing to the right, having a radius of 73.28 feet, and a length of 363.93 feet;

5) Southerly along the arc of a curve bearing to the left, having a radius of 37.00 feet, and a length of 38.68 feet;

- 6) Southerly along the arc of a curve bearing to the left, having a radius of 368.00 feet, and a length of 213.50 feet;
- 7) S 03° 08' 25" E, 293.27 feet;
- 8) S 81° 09' 43" W, 60.30 feet to the POINT or PLACE of BEGINNING.

Containing within said area a total of 48.00 acres

**Wyandanch Property (known as Subzone Area 6) described by metes and bounds:**

Suffolk County Tax Map Numbers  
District 0100

<del>040.00 01.00 059.001</del>	<del>040.00 01.00 059.002</del>	<del>040.00</del>
<del>01.00 060.000</del>		
<del>040.00 01.00 061.000</del>	<del>040.00 01.00 062.000</del>	<del>040.00</del>
<del>01.00 063.000</del>		
<del>040.00 01.00 064.000</del>	<del>040.00 01.00 098.000</del>	<del>040.00</del>
<del>01.00 099.000</del>		
<del>040.00 01.00 100.000</del>	<del>040.00 01.00 101.000</del>	<del>040.00</del>
<del>01.00 102.000</del>		
<del>040.00 01.00 103.000</del>	<del>040.00 01.00 104.000</del>	<del>040.00</del>
<del>01.00 105.000</del>		
<del>040.00 01.00 106.000</del>	<del>040.00 01.00 107.000</del>	<del>040.00</del>
<del>01.00 108.000</del>		
<del>040.00 01.00 110.001</del>	<del>040.00 02.00 011.000</del>	<del>056.00</del>
<del>03.00 065.000</del>		
<del>056.00 03.00 069.001</del>	<del>057.00 01.00 001.000</del>	<del>057.00</del>
<del>01.00 003.001</del>		
<del>057.00 01.00 004.000</del>	<del>057.00 01.00 005.000</del>	<del>057.00</del>
<del>01.00 011.000</del>		
<del>057.00 01.00 012.000</del>	<del>057.00 01.00 013.000</del>	<del>057.00</del>
<del>01.00 015.001</del>		
<del>057.00 01.00 016.000</del>	<del>057.00 01.00 017.000</del>	<del>057.00</del>
<del>01.00 018.000</del>		
<del>057.00 01.00 019.000</del>	<del>057.00 01.00 020.000</del>	<del>057.00</del>
<del>01.00 021.000</del>		
<del>057.00 01.00 022.000</del>	<del>057.00 01.00 023.000</del>	<del>057.00</del>
<del>01.00 024.000</del>		
<del>057.00 01.00 026.000</del>	<del>057.00 01.00 027.000</del>	<del>057.00</del>
<del>01.00 028.000</del>		
<del>057.00 01.00 029.000</del>	<del>057.00 01.00 030.000</del>	<del>057.00</del>
<del>01.00 031.000</del>		
<del>057.00 01.00 032.000</del>	<del>057.00 01.00 033.001</del>	<del>057.00</del>
<del>01.00 033.002</del>		

~~057.00 01.00 034.000 057.00 01.00 035.000 057.00~~  
~~01.00 036.000~~  
~~057.00 01.00 037.000 057.00 01.00 040.004 057.00~~  
~~01.00 040.005~~  
~~057.00 01.00 041.000 057.00 01.00 042.000 057.00~~  
~~01.00 043.000~~  
~~057.00 01.00 044.000 057.00 01.00 045.000 057.00~~  
~~01.00 046.000~~  
~~057.00 02.00 001.000 057.00 02.00 002.000 057.00~~  
~~02.00 003.000~~  
~~057.00 02.00 005.001 057.00 02.00 019.000 057.00~~  
~~03.00 002.000~~  
~~057.00 03.00 003.000 057.00 03.00 004.000 057.00~~  
~~03.00 005.001~~  
~~057.00 03.00 005.002 058.00 01.00 001.001 058.00~~  
~~01.00 001.002~~  
~~058.00 01.00 002.000 058.00 01.00 003.000 058.00~~  
~~01.00 004.000~~  
~~058.00 01.00 005.000 058.00 01.00 006.000 058.00~~  
~~01.00 007.000~~  
~~058.00 01.00 021.000 058.00 01.00 022.000 058.00~~  
~~01.00 023.000~~  
~~058.00 01.00 024.000 058.00 01.00 025.000 058.00~~  
~~01.00 026.000~~  
~~058.00 01.00 027.000 058.00 01.00 062.000 058.00~~  
~~01.00 063.000~~  
~~058.00 01.00 064.000 058.00 01.00 065.000 058.00~~  
~~04.00 004.001~~  
~~058.00 04.00 005.000 058.00 04.00 006.000 058.00~~  
~~04.00 008.002~~  
~~058.00 04.00 008.003 058.00 04.00 009.000 058.00~~  
~~04.00 010.000~~  
~~058.00 04.00 011.000 058.00 04.00 012.000 058.00~~  
~~04.00 013.000~~  
~~058.00 04.00 014.000 058.00 04.00 016.001 058.00~~  
~~04.00 017.000~~  
~~058.00 04.00 018.000~~

All that certain plots, pieces and/or parcels of land situate, lying and being in Wyandanch in the Town of Babylon, County of Suffolk and State of New York, said land being more particularly bounded and described generally accordingly as follows:

BEGINNING at a point, said point being on the northerly side of Irving Ave and the S/E/C of SCTM Lot 0100-058-01-62;

RUNNING THENCE, westerly along the northerly side of Irving Ave to the intersection of the northerly side of Irving Ave and the easterly side of Straight Path to a point, said point being the S/W/C of SCTM Lot 0100-058-01-62;

THENCE, northerly along the easterly side of Straight Path to a point, said point being the N/W/C of SCTM Lot 0100-058-01-63;

THENCE, westerly and diagonally across Straight Path to a point, said point being the S/E/C of SCTM Lot 0100-056-03-69.001;

THENCE, westerly and northerly along the southern and western property lines of SCTM Lot 0100-056-03-69.001 to a point on the southerly side of Garden City Ave;

THENCE, northerly across Garden City Ave to a point, said point being on the northern side of Garden City Ave.

THENCE, westerly along the northerly side of Garden City Ave to a point, said point being the intersection of the northerly side of Garden City Ave and the easterly side of North 18<sup>th</sup> Street and being the S/W/C of SCTM Lot 0100-056-03-58;

THENCE, northerly along the easterly side of North 18<sup>th</sup> Street to a point, said point being the intersection of the southerly side of Long Island Ave and the easterly side of North 18<sup>th</sup> Street and being the N/W/C of SCTM Lot 0100-056-03-73;

THENCE, easterly along the southerly side of Long Island Ave to a point, said point being the northern intersection of the southerly side of Long Island Ave and the westerly side of Straight Path and being the N/E/C of SCTM Lot 0100-057-01-39;

THENCE, northerly and diagonally across Long Island Ave, across The Long Island Railroad, across SCTM Lot 0100-039-04-52 and across Merritt Ave to a point, said point being the intersection of the northerly side of Merritt Ave and the easterly side of North 15<sup>th</sup> Street and being the S/W/C of SCTM Lot 0100-040-01-60;

THENCE, northerly along the easterly side of North 15<sup>th</sup> Street to a point, said point being the N/W/C of SCTM Lot 0100-040-01-59.001;

THENCE, easterly along the northerly property lines of SCTM Lots 0100-040-01-59.001 & 64 to the westerly side of N. 14<sup>th</sup> Street to a point, said point being the N/E/C of SCTM Lot 0100-040-01-64;

THENCE, southerly along the westerly side of North 14<sup>th</sup> Street to a point, said point being the intersection of the westerly side of North 14<sup>th</sup> Street to the northerly side of Merritt Ave and being the S/E/C of SCTM Lot 0100-040-01-63;

THENCE, southerly, diagonally and parallel to the northerly crossing of Long Island Ave, Merritt Ave, and SCTM Lot 0100-039-04-52 to a point on the southerly side of Long Island Ave and the northern property line of SCTM Lot 0100-057-01-33.001;

THENCE, easterly along the southerly side of Long Island Ave to a point, said point and the intersection of the southerly side of Long Island Ave and the westerly side of Woodland Road and being the N/E/C of SCTM Lot 0100-057-01-33.001;

THENCE, easterly, diagonally across the intersection of Long Island Ave, Woodland Road and Grand Boulevard to a point on the southerly side of Long Island Ave, said point being the N/W/C of SCTM lot 0100-057-01-1;

THENCE, easterly along the southerly side of Long Island Ave to a point, said point being on the north property line of SCTM Lot 0100-057-02-1 and 40'± west of the N/W/C of SCTM Lot 0100-057-02-2;

THENCE, northerly and diagonally across Long Island Ave, The Long Island Railroad and Main Ave to a point on the northern side of Main Ave to a point, said point being the S/W/C of SCTM Lot 0100-040-02-14;

THENCE, running clockwise around the western, northern and eastern property lines of SCTM Lot 0100-040-02-14 five distances; northerly 582'±, easterly 198'±, northerly 191'±, easterly 162'± and finally southerly 801'± to the S/E/C of SCTM Lot 0100-040-02-14 and northerly side of Main Ave;

THENCE, westerly along the northerly side of Main Ave 281'± to a point, said point being 80'± east of the S/W/C of SCTM Lot 0100-040-02-14;

THENCE, southerly, diagonally and parallel to the northern crossing of Main Ave, The Long Island Railroad and Long Island Ave to a point on the southerly side of long Island Ave and the N/E/C of SCTM Lot 0100-057-02-2;

THENCE, southerly along the eastern property line to the S/E/C of SCTM Lot 0100-057-02-2;

THENCE, westerly along the southern property lines of SCTM Lots 0100-057-02-1 & 2, across Doe Street and along the southern property line 152'± of SCTM Lot 0100-057-01-4 to a point, said point being the N/E/C of SCTM Lot 0100-057-01-5;

THENCE, southerly along the easterly property line of SCTM Lot 0100-057-01-5 to a point on the northerly side of Grand Boulevard;

THENCE, westerly along the northerly side of Grand Boulevard to a point, said point being the S/W/C of SCTM Lot 0100-057-01-1;

THENCE, southerly and diagonally across and to the southerly side of Grand Boulevard to a point, said point being the N/W/C of SCTM Lot 0100-057-01-19;

THENCE, southerly along the western property line of SCTM Lot 0100-057-01-19 to a point, said point being the S/W/C of SCTM Lot 0100-057-01-19 and the northerly side of Woodland road;

THENCE, southerly and diagonally across Woodland Road to a point, said point being the N/W/C of SCTM Lot 0100-057-01-32;

THENCE, southeasterly along the southerly side of Woodland Road to a point, said point being the intersection of the southerly side of Woodland Road and the westerly side of Doe Street and being the N/E/C of SCTM Lot 0100-057-01-46;

THENCE, southerly along the westerly side of Doe Street to the intersection to the westerly side of Doe Street and the northerly side of Commonwealth Drive to a point, said point being the S/E/C of SCTM Lot 0100-057-01-46;

THENCE, westerly along the northerly side of Commonwealth Drive to a point, said point being the intersection of the northerly side of Commonwealth Drive and the easterly side of Straight Path and being the S/W/C of SCTM Lot 0100-057-01-41;

THENCE, westerly and diagonally across Straight Path to a point, said point being the S/E/C of SCTM Lot 0100-057-01-39;

THENCE, westerly along the southerly property line of SCTM Lot 0100-057-01-39 to a point, said point being on the easterly side of South 16<sup>th</sup> Street and being the S/W/C of the SCTM Lot 0100-057-01-39;

THENCE, westerly and diagonally across South 16<sup>th</sup> Street to a point, said point being on the westerly side of South 16<sup>th</sup> Street and the N/E/C of SCTM Lot 0100-056-03-70.

THENCE, southerly along the westerly side of South 16<sup>th</sup> Street and the eastern property line of SCTM Lot 0100-056-03-70 to a point, said point being the intersection of the westerly side of South 16<sup>th</sup> Street and the northerly side of Garden City Ave and being the S/E/C of SCTM Lot 0100-056-03-70;

THENCE, southerly and diagonally across Garden City Ave to a point, said point being the intersection of the southerly side of Garden City Ave and the westerly side of Straight Path and being the N/E/C of SCTM Lot 0100-056-03-69.001;

THENCE, along the easterly property line and the westerly side of Straight Path of SCTM Lot 0100-056-03-69.001 to a point, said point being the S/E/C of SCTM Lot 0100-056-03-69.001;

THENCE, southerly along the westerly side of Straight Path 95'± to a point, said point being diagonally across to the intersection of the easterly side of Straight Path and the southerly side of Arlington Ave;

THENCE, easterly across Straight Path to a point, said point being the intersection of the easterly side of Straight Path and the southerly side of Arlington Av and being the N/W/C of SCTM Lot 0100-058-01-26;

THENCE, easterly along the southerly side of Arlington Ave, to a point, said point being the N/E/C of SCTM Lot 0100-058-01-26;

THENCE, southerly along the easterly property lines of the SCTM Lots 0100-058-01-26, 27, 65, 64, 63, & 62 to the northerly side of Irving Ave to a point, said point being the S/E/C of SCTM Lot 0100-058-01-62 and the point and/or place of beginning.

Containing within said area a total of 23.935 acres

§ 108-202. Designation and powers of Economic Development Zone Certifying Officer, now known as the Suffolk County/Town of Riverhead Empire Zone.

The Certifying Officer of the Economic Development Empire Zone in the Town of Riverhead shall be the Town Attorney, with such powers as provided in the statute.

§ 108-203. Composition and powers of Economic Development Zone Administrative Board, now known as the Empire Zone Administrative Board.

A. Pursuant to Article 18-b of the General Municipal Law, the Local Empire Zone Administrative Board as presently constituted is hereby continued. ~~The Economic Development Zone Administrative Board, shall be comprised of at least 11 members: the County Executive or his designee, the Supervisor of the Town of Riverhead, the Director of the Community Development Agency, the chair of the Riverhead Development Corporation, a representative of an educational institution, a zone resident, a representative of organized labor, a representative of a local financial institution, a representative of a community group, a representative of a local business and a representative of a local utility.~~

B. ~~The local Economic Development Zone Administrative Board,~~ Empire Zone Administrative Board shall exercise all powers provided in the New York State Economic Development Zones Act.

#### 108-204 Real Property Tax Exemption

The provisions of Real Property Tax Law §485-e are deemed incorporated herein and made applicable to this Economic Development

Zone. Furthermore, the real property tax exemption under ~~§485 e~~ of the Real Property Tax Law shall be continued for a term of 10 years for those receiving said benefits notwithstanding that the designation of the ~~within economic development zone may expire prior to the end of such~~ ten-year term.

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