

**PUBLIC COMMENT ON ANY REGULAR TOWN BOARD
RESOLUTION LISTED BELOW:**

- Res. #165 Changes the Status of a Computer Graphics Mapping Specialist in the Town Engineer's Office (Mark Heppner)
- Res. #166 Authorizes the Town Clerk to Publish and Post a Help Wanted Advertisement for a Part-Time Site Plan Reviewer
- Res. #167 Approves the Transfer of a Maintenance Mechanic II to the Street Lighting Division of the Town Engineer's Office (William Merker)
- Res. #168 Authorizes Supervisor to Amend Laurie Zaneski (Deputy Tax Receiver) Salary to Include a Stipend to Cover Duties Performed in Tax Receiver's Office
- Res. #169 Corrects 2008 Salary Resolution
- Res. #170 Appoints a Senior Assessment Clerk (Loretta Trojanowski)
- Res. #171 Authorizes the Town Clerk to Publish and Post a Help Wanted Advertisement for Traffic Control Officers
- Res. #172 Accepts Retirement of a Maintenance Mechanic III (Chester Gregorczyk)
- Res. #173 Accepts Resignation of a Public Safety Dispatcher (Ralph Alba)
- Res. #174 Approves the Defense and Indemnification for Philip Cardinale, David Hegermiller, P.O. Michael Mowdy and Lt. Richard Boden for all purposes
- Res. #175 Approves the Defense and Indemnification for Philip Cardinale, Barbara Blass, George Bartunek, Rose Sanders, Dawn C. Thomas and Leroy E. Barnes, Jr. for all purposes
- Res. #176 Adopts a Local Law Amending Chapter 108 Entitled, "Zoning" of the Riverhead Town Code (Industrial C (IC) Zoning Use District – Uses)

- Res. #177 Authorizes Town Clerk to Publish and Post Public Notice to Consider a Local Law to Amend Chapter 108 Entitled, “Zoning” of the Riverhead Town Code (Industrial C (IC) Zoning Use District – Uses)
- Res. #178 Determines Significance of Action on Special Permits of Historic Village at Jamesport
- Res. #179 Awards Bid for Disposal of Demolition & Construction Debris
- Res. #180 Awards Bid for Disposal of Municipal Solid Waste
- Res. #181 Awards Bid for Removal of Hazardous Household Products
- Res. #182 Authorizes Milliman to Conduct GASB 45 Actuarial Services for the Town of Riverhead
- Res. #183 Authorization to Publish Advertisement for Propane for the Town of Riverhead
- Res. #184 Authorization to Publish Advertisement for Work Clothes for the Town of Riverhead
- Res. #185 Authorization to Publish Advertisement for Food & Meat Products for the Town of Riverhead
- Res. #186 Authorization to Publish Advertisement for Janitorial Supplies for the Town of Riverhead
- Res. #187 Authorization to Publish Advertisement for Sporting Goods for the Town of Riverhead
- Res. #188 Authorization to Publish Advertisement for Paint for the Town of Riverhead
- Res. #189 Adopts a Local Law to Amend Chapter 64 Entitled, “Fire Prevention” of the Riverhead Town Code (§64-9. Fire Prevention Permit Fees)
- Res. #190 Authorizes Albrecht, Viggiano, Zureck & Company, P.C. to Conduct Annual Audit of the Records of the Town of Riverhead

- Res. #191 Authorizes the Release of Letter of Credit for Crystal Harbor Development Inc.
- Res. #192 Adopts a Local Law to Amend Chapter 101 Entitled, “Vehicles & Traffic” of the Riverhead Town Code (§101-13. Parking Time Limited)
- Res. #193 Amends Resolution #88 Approving Fee Schedule of the Raynor Group, P.E. & L.S. PLLC
- Res. #194 Authorizes the Release of a Letter of Credit of Shoreline Development Corporation in Connection with the Subdivision Entitled, “”Finn’s Landing”
- Res. #195 Authorizes Publication of Display Ad RE: Attendance at Suffolk County Police Academy
- Res. #196 Authorizes Town Clerk to Publish & Post Notice to Bidders for Water Service Materials
- Res. #197 Extends Bid Contract for Quick Lube Maintenance for the Riverhead Water District
- Res. #198 Authorizes Dunn Engineering Associates, P.C. to Proceed with Cranberry Street Preliminary Drainage and Investigation
- Res. #199 Authorization to Publish Advertisement for Recreation Department Brochure for the Town of Riverhead
- Res. #200 Authorizes the Supervisor to Execute a Grant Agreement with NYS Office of Parks, Recreation and Historic Preservation for Funds to Support the Calverton Park Recreational Trail
- Res. #201 Rejects Bid for East Creek Marina Improvement Plan – Phase I and Authorizes the Town Clerk to Re-Post and Re-Publish Notice to Bidders
- Res. #202 Ratifies the Terms and Conditions of Employment for Christine Hubbs
- Res. #203 Pays Bills

March 4, 2008

Adopted

TOWN OF RIVERHEAD

**CHANGES THE STATUS OF A COMPUTER GRAPHICS MAPPING SPECIALIST IN
THE TOWN ENGINEER'S OFFICE**

RESOLUTION # 165

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

WHEREAS, the Town has received a voluntary request from Mark Heppner, a Computer Graphics Mapping Specialist in the Town Engineer's Office, asking that his status be change to that of a part-time employee as defined by the Suffolk County Department of Civil Service rules and regulations; and

WHEREAS, it has been determined that employing a part-time Computer Graphics Mapping Specialist is conducive to Town operations.

NOW, THEREFORE, BE IT RESOLVED, that this Town Board hereby changes the status of Mark Heppner to part-time Computer Graphics Mapping Specialist effective March 10, 2008 at no change in his hourly rate of pay and in accordance with the provisions of the CSEA contract; and

RESOLVED that the hours maintained by Mr. Heppner are subject to an as-needed basis and must receive approval by the Supervisor's Office.

BE IT FURTHER, RESOLVED, that the Town Clerk be, and is hereby, directed to send notification of this Resolution to Mark Heppner, the Town Engineer's Office, the Accounting Office and the Personnel Officer.

The Vote

Wooten ~~Yes~~ No

Buckley ~~Yes~~ No

Dunleavy ~~Yes~~ No *absent*

Blass ~~Yes~~ No

Cardinale ~~Yes~~ No

THE RESOLUTION X WAS WAS NOT

THEREFORE DULY ADOPTED

HELP WANTED

PLEASE TAKE NOTICE that the Town of Riverhead is seeking a qualified individual to serve in the part-time position of Site Plan Reviewer. Must have experience in civil engineering, architecture, landscape architecture, drafting, zoning inspection, or site plan review. Applications are to be submitted to the Personnel Department, 552 East Main Street, Riverhead, NY. No applications will be accepted after 4:00pm on March 31, 2008. EOE.

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

March 4, 2008

Adopted

TOWN OF RIVERHEAD

Resolution # 167

APPROVES THE TRANSFER OF A MAINTENANCE MECHANIC II TO THE STREET LIGHTING DIVISION OF THE TOWN ENGINEER'S OFFICE

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

WHEREAS, a vacancy exists for the position of Maintenance Mechanic II in the Street Lighting Division of the Town Engineer's Office; and

WHEREAS, the job was duly posted for, job posting # 4; and

WHEREAS, the Town Board and the Town Engineer wishes to transfer William Merker to this position.

NOW, THEREFORE, BE IT RESOLVED, that effective March 10, 2008, the Town Board hereby transfers William Merker to the position of Maintenance Mechanic II in the Street Lighting Division of the Town Engineer's Office, and

BE IT FURTHER RESOLVED, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to William Merker, the Town Engineer's Office, the Personnel Officer and the Accounting Department.

The Vote

Wooten ~~Yes~~ No *absent* Buckley ~~Yes~~ No
Dunleavy ~~Yes~~ No Blass ~~Yes~~ No

Cardinale ~~Yes~~ No

THIS RESOLUTION WAS WAS NOT

THEREFORE DULY ADOPTED

03/04/08

Adopted

TOWN OF RIVERHEAD

RESOLUTION # 168

AUTHORIZES SUPERVISOR TO AMEND LAURIE ZANESKI'S (DEPUTY TAX RECEIVER) SALARY TO INCLUDE A STIPEND TO COVER DUTIES PERFORMED IN TAX RECEIVER'S OFFICE

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

RESOLVED, that the Supervisor be and is hereby authorized to amend Deputy Tax Receiver's salary to include \$2500.00 stipend.

BE IT FURTHER RESOLVED, that the Town Clerk is hereby authorized to forward a certified copy of this resolution to Maryann Wowak Heilbrunn, Receiver of Taxes, and the Office of Accounting.

THE VOTE

Buckley yes no Wooten yes no
Dunleavy yes no Blass yes no
Cardinale yes no

THE RESOLUTION WAS WAS NOT
THEREFORE DULY ADOPTED

Tax Receiver

March 4, 2008

TOWN OF RIVERHEAD

Adopted

Resolution # 169

CORRECTS 2008 SALARY RESOLUTION

COUNCILMAN BUCKLEY

offered the following

resolution, which was seconded by

COUNCILMAN WOOTEN

**RESOLVED, THAT THE 2008 SALARIES OF THE FOLLOWING
REGULAR PART TIME EMPLOYEES OF THE TOWN OF RIVERHEAD BE
CORRECTED AS FOLLOWS:**

Walter Breitenbach	P/T Guard	\$14.4706
Kelly Daniels	P/T Crossing Guard	\$14.4706
Harry Huners	P/T MMI	\$16.9201
Frederick Marsland	P/T MMII	\$17.9695
John Nowack	P/T Ass't. Recreation Leader	\$16.9388
Linda O'Kula	P/T Driver/Messenger	\$12.1435
Irene Robinson	P/T Ass't. Cook	\$13.9454
Regina Rywelski	P/T Senior Citizen Aide	\$14.5474
Meyer Segal	P/T Guard	\$14.4706
Meyer Segal	P/T Recreation Aide	\$14.5474
Nancy Swenk	P/T Homemaker	\$12.7485
Daniel Thompson	P/T Housing Inspector	\$25.1366
Cynthia Trent	P/T Homemaker	\$12.7485
Marie Vigliotti	P/T Clerk Typist	\$15.7419
John Wherry	P/T Building Inspector	\$27.2613
Gladys Wilson	P/T Clerk	\$14.5474

The Vote

Wooten ~~Yes~~ No

Buckley ~~Yes~~ No

Dunleavy ~~Yes~~ No

Blass ~~Yes~~ No

Cardinale ~~Yes~~ No

THE RESOLUTION WAS WAS NOT

THEREFORE DULY ADOPTED

March 4, 2008

TOWN OF RIVERHEAD

Adopted

Resolution # 170

APPOINTS A SENIOR ASSESSMENT CLERK

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

WHEREAS, Loretta Trojanowski has been serving as a provisional appointment in the position of Senior Assessment Clerk, and

WHEREAS, Civil Service has established a certified list of Eligibles, list # 07-0591-205, for the position of Senior Assessment Clerk, and Loretta Trojanowski is reachable on that list.

NOW, THEREFORE, BE IT RESOLVED, that effective March 5, 2008, the Town Board hereby removes the provisional status of Loretta Trojanowski and appoints her to the position of Senior Assessment Clerk at no change in salary.

BE IT FURTHER, RESOLVED, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to Loretta Trojanowski, the Assessors Office, the Accounting Office, and the Personnel Officer.

The Vote

Wooten ~~Yes~~ No *absent* Buckley ~~Yes~~ No
Dunleavy ~~Yes~~ No Blass ~~Yes~~ No
Cardinale ~~Yes~~ No

THE RESOLUTION WAS WAS NOT
THEREFORE DULY ADOPTED

March 4, 2008

TOWN OF RIVERHEAD

Adopted

Resolution # 171

**AUTHORIZES THE TOWN CLERK TO PUBLISH AND POST
A HELP WANTED ADVERTISEMENT FOR TRAFFIC CONTROL OFFICERS**

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

BE IT RESOLVED, that the Town Clerk be and is hereby directed to publish the attached Help Wanted Advertisement in the March 13, 2008 issue of The News Review.

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

The Vote

Wooten Yes No	Buckley Yes No
<i>absent</i>	
Dunleavy Yes No	Blass Yes No
Cardinale Yes No	

THE RESOLUTION ~~X~~ WAS ___ WAS NOT

THEREFORE DULY ADOPTED

HELP WANTED

PLEASE TAKE NOTICE that the Town of Riverhead is seeking qualified individuals with clean valid driver's licenses to serve in the seasonal position of Traffic Control Officer from May – Sept. Applications are to be submitted to the Personnel Department, 552 East Main Street, Riverhead, NY. No applications will be accepted after 4:00pm on March 31, 2008. EOE.

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

March 4, 2008

Adopted

TOWN OF RIVERHEAD

ACCEPTS RETIREMENT OF A MAINTENANCE MECHANIC III

RESOLUTION # 172

COUNCILMAN BUCKLEY

_____ offered the following resolution,

which was seconded by COUNCILMAN WOOTEN.

WHEREAS, the Town has received a letter from Chester Gregorczyk, a Maintenance Mechanic III in the Buildings and Grounds Division of the Town Engineer's Office, indicating his intent to retire effective February 29, 2008.

NOW, THEREFORE, BE IT RESOLVED, that this Town Board hereby accepts the retirement of Chester Gregorczyk effective for February 29, 2008.

BE IT FURTHER, RESOLVED, that the Town Clerk be, and is hereby, directed to send notification of this Resolution to Chester Gregorczyk, the Town Engineer, the Accounting Office and the Personnel Officer.

The Vote

Wooten Yes <input checked="" type="checkbox"/> No	Buckley Yes <input checked="" type="checkbox"/> No
<i>Absent</i>	
Dunleavy Yes <input checked="" type="checkbox"/> No	Blass Yes <input checked="" type="checkbox"/> No
Cardinale Yes <input checked="" type="checkbox"/> No	

THE RESOLUTION WAS WAS NOT

THEREFORE DULY ADOPTED

March 4, 2008

Adopted

TOWN OF RIVERHEAD

ACCEPTS RESIGNATION OF A PUBLIC SAFETY DISPATCHER

RESOLUTION # 173

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

WHEREAS, the Town has received a letter from Ralph Alba, a Public Safety Dispatcher in the Riverhead Town Police Department, indicating his intent to resign effective February 22, 2008.

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

BE IT FURTHER, RESOLVED, that the Town Clerk be, and is hereby, directed to forward a copy of this Resolution to Ralph Alba, the Police Department, the Accounting Office, and the Personnel Officer.

The Vote

Wooten Yes <input checked="" type="checkbox"/> No	Buckley Yes <input checked="" type="checkbox"/> No
<i>Absent</i>	
Dunleavy Yes <input checked="" type="checkbox"/> No	Blass Yes <input checked="" type="checkbox"/> No
Cardinale Yes <input checked="" type="checkbox"/> No	

THE RESOLUTION WAS WAS NOT

THEREFORE DULY ADOPTED

3/4/08

The TOWN OF RIVERHEAD approves the defense and indemnification for PHILIP CARDINALE, DAVID HEGERMILLER, P.O. MICHAEL MOWDY and LT. RICHARD BODEN for all purposes.

RESOLUTION # 174

COUNCILWOMAN BLASS offered the following Resolution, which was seconded by COUNCILMAN BUCKLEY

WHEREAS, a law suit has been filed by Jerome Trent, April Davis and Jonathan Trent as plaintiffs naming the Town of Riverhead, Philip Cardinale, David Hegermiller, P.O. Michael Mowdy and Lt. Richard Bowden as defendants under case number CV 07 2938 in the United States District Court of the Eastern District for the State of New York; and

WHEREAS, the lawsuit purportedly names the aforementioned parties both individually and in their official capacity;

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board pursuant to Town Law directs and authorizes the Town to defend and indemnify PHILIP CARDINALE, DAVID HEGERMILLER, P.O. MICHAEL MOWDY and LT. RICHARD BODEN for all purposes in the cause of action under case number CV 07 2938.

RESOLVED, that the Town Board permit and authorize the retention of individual counsel for the purposes of representation of any and all of the above parties pursuant to any and all contractual obligations and as otherwise permitted and authorized by any provision under the law.

absent
Dunleavy Yes No Wooten Yes No
Blass Yes No Buckely Yes No
Cardinale Yes No *absent*

Adopted

March 4, 2008

The **TOWN OF RIVERHEAD** approves the defense and indemnification for **BARBARA BLASS, GEORGE BARTUNEK, ROSE SANDERS, DAWN C. THOMAS and LEROY E. BARNES, JR.** for all purposes.

RESOLUTION # 175

~~COUNCILMAN WOOTEN~~ ~~COUNCILMAN WOOTEN~~ offered the following Resolution, which was seconded by _____.

~~WHEREAS~~ has been filed by Riverhead Park Corp., Stanley Blumenstein and Laurence Oxman, as plaintiffs naming the Town of Riverhead, Philip Cardinale, Barbara Blass, George Bartunek, Rose Sanders, Dawn C. Thomas and Leroy E. Barnes, Jr. as defendants under case number CV 07 4133 in the United States District Court of the Eastern District for the State of New York; and

WHEREAS, the law suit purportedly names the aforementioned parties both individually and in their official capacity;

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board pursuant to Town Law directs and authorizes the Town to defend and indemnify **BARBARA BLASS, GEORGE BARTUNEK, ROSE SANDERS, DAWN C. THOMAS and LEROY E. BARNES, JR.** for all purposes in the cause of action under case number CV 07 4133.

RESOLVED, that the Town Board permit and authorize the retention of individual counsel for the purposes of representation of any and all of the above parties pursuant to any and all contractual obligations and as otherwise permitted and authorized by any provision under the law.

Absent

Dunleavy Yes No Wooten Yes No

Absent

Blass Yes No Buckley Yes No

Absent

Cardinale Yes No

Tabled

3/4/08

TOWN OF RIVERHEAD

Resolution # 176

**ADOPTS A LOCAL LAW AMENDING CHAPTER 108 ENTITLED,
"ZONING" OF THE RIVERHEAD TOWN CODE
(Industrial C (IC) Zoning Use District – Uses.)**

COUNCILMAN WOOTEN offered the following resolution, was seconded by

COUNCILMAN BUCKLEY

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", Article I entitled "General Provisions" and Article LI entitled "Definitions; word usage", of the Riverhead Town Code; and

WHEREAS, a public hearing was held on the on the 17th day of April, 2007 at 7:15 o'clock p.m. at Riverhead 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 entitled "Zoning", Article I entitled "General Provisions" and Article LI entitled "Definitions; word usage", 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 all Town Hall Departments may review and obtain a copy of this resolution from the E-Cabinet and, if needed, a certified copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Buckley	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no	Wooten	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no
Dunleavy	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no	Blass	<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

Tabled

**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", Article I entitled "General Provisions" and Article LI entitled "Definitions; word usage", of the Riverhead Town Code at its regular meeting held on March 4, 2008. **Be it enacted** by the Town Board of the Town of Riverhead as follows:

**Chapter 108
Zoning**

**ARTICLE I
General Provisions**

§ 108-3. Definitions; word usage.

B. For the purpose of this chapter, certain terms and words are herewith defined as follows:

MOTOR COACH TERMINAL – a use of land, building or structures upon a parcel which supply and support motor coach services to patrons which may have principal or accessory uses, structures and improvements thereon including, but not limited to: administrative offices, waiting rooms, rest room facilities, outdoor coach storage, parking, maintenance, repair, washing, fuel island, fuel storage facilities, parking for patrons and employees.

**ARTICLE LI
Industrial C (IC) Zoning Use District**

§ 108-278. Uses.

In the IC Zoning Use District, no building, structure, or premises shall be used or arranged or designed to be used, and no building or structure shall be hereafter erected, reconstructed, or altered, unless otherwise provided in this chapter, except for the following permitted uses or specially permitted uses and their customary accessory uses:

B. Special permit uses:

- (1) Outdoor theaters (including bandshell, bandstand, amphitheater).
- (2) Sports arena.
- (3) Motor Coach terminal.

* Underline represents addition(s)

Dated: Riverhead, New York
March 4, 2008

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD

BARBARA GRATTAN, Town Clerk

3/4/08

Tabled

TOWN OF RIVERHEAD

Resolution # 177

**AUTHORIZES TOWN CLERK TO PUBLISH AND POST PUBLIC NOTICE
TO CONSIDER A LOCAL LAW TO AMEND CHAPTER 108 ENTITLED,
"ZONING" OF THE RIVERHEAD TOWN CODE
(Industrial C (IC) Zoning Use District - Uses.)**

COUNCILWOMAN BLASS offered the following resolution, was seconded by

COUNCILMAN BUCKLEY :

RESOLVED, the Town Clerk is hereby authorized to publish the attached public notice to consider a local law to amend Chapter 108 entitled, "Zoning", Section 108-278 entitled "Uses", of the Riverhead Town Code once in the March 13, 2008 issue of the News Review, the newspaper hereby designated as the official newspaper for this purpose, and also to cause a copy of the proposed amendment to be posted on the sign board of the Town; and be it further

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

THE VOTE

Buckley	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no	Wooten	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no
Dunleavy	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no	Blass	<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
PUBLIC NOTICE**

PLEASE TAKE NOTICE that a public hearing will be held before the Town Board of the Town of Riverhead at 200 Howell Avenue, Riverhead, New York on the 18th day of March, 2008 at 7:05 o'clock p.m. to consider a local law to amend Chapter 108 entitled, "Zoning" of the Riverhead Town Code as follows:

**Chapter 108
Zoning**

**ARTICLE LI
Industrial C (IC) Zoning Use District**

§ 108-278. Uses.

In the IC Zoning Use District, no building, structure, or premises shall be used or arranged or designed to be used, and no building or structure shall be hereafter erected, reconstructed, or altered, unless otherwise provided in this chapter, except for the following permitted uses or specially permitted uses and their customary accessory uses:

D. Prohibited uses:

- (1) Professional offices.
- (2) Municipal offices.
- (3) Outdoor storage, except as accessory to the specially permitted use set forth in B(3) of this Article.
- (4) Indoor theater.
- (5) Residential uses.

* Underline represents addition(s)

Dated: Riverhead, New York
March 4, 2008

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

BARBARA GRATTAN, Town Clerk

March 4, 2008

Adopted

TOWN OF RIVERHEAD

Resolution # 178

**DETERMINES SIGNIFICANCE OF ACTION ON
SPECIAL PERMITS OF HISTORIC VILLAGE AT JAMESPORT**

COUNCILMAN BUCKLEY offered the following resolution which
was seconded by COUNCILMAN WOOTEN

WHEREAS, the Riverhead Town Board is in receipt of special permit petitions from Jul Bet Enterprises for the conduct of bistro and professional office uses as part of a commercial center of 10 buildings with an aggregate size of 42,000sq.ft. together with related improvements on a 9.712ac. parcel zoned Rural Corridor (RLC); such property more particularly described as SCTM 0600-68-1-35, and

WHEREAS, the Riverhead Planning Department has analyzed the full EAF and other project documentation provided, identified the petition as an Unlisted action without a requirement for coordinated SEQR review with other involved agencies and has prepared a SEQR report outlining the action's potentially large and important impacts, and

WHEREAS, the Town Board by resolution #773 of 8/7/07 classified the action as Unlisted and declared themselves lead agency in its review under State Environmental Quality Review law, and

WHEREAS, the Town Board conducted the public hearing required of special permits which led to presentation of written and oral commentary respecting the project's possible significant impact upon the natural and social environment, and

WHEREAS, the Town Board believes these potentials call for the discovery, mitigative and discretionary authority provided for by the conduct of an Environmental Impact Statement and agency findings, now

THEREFORE, BE IT

RESOLVED, that the Riverhead Town Board, as lead agency, declares that the Special permit petitions of Jul Bet Enterprises; an Unlisted action pursuant to 6NYCRR Part 617, has the potential for significant adverse impact upon the natural and social environment and that an Environmental Impact Statement shall be prepared, and

BE IT FURTHER

RESOLVED, that pursuant to 6NYCRR Part 617.13, the Town will charge the applicant a fee for preparation or review of the EIS including its scoping, and

BE IT FURTHER

RESOLVED, that the Planning Department be directed to file the requisite notice of significance pursuant to 617.12, and

BE IT FURTHER

RESOLVED, that the Town Clerk is hereby authorized to forward a certified copy of this resolution to the Planning Department and to the applicant or his agent.

THE VOTE

Wooten ~~Yes~~ No

Buckley ~~Yes~~ No

Absent
Dunleavy ~~Yes~~ No

Blass ~~Yes~~ No

Cardinale ~~Yes~~ No

**THE RESOLUTION ~~X~~ WAS ___ WAS NOT
THEREFORE DULY ADOPTED**

March 4, 2008

TOWN OF RIVERHEAD

Adopted

Resolution # 179

AWARDS BID FOR DISPOSAL OF DEMOLITION & CONSTRUCTION DEBRIS

offered the following resolution, ~~COUNCILMAN WOOTEN~~

which was seconded by ~~COUNCILWOMAN BLASS~~

WHEREAS, the Town Clerk was authorized to publish and post a notice for sealed bids for removal of Disposal of Demolition & Construction debris for the Town of Riverhead and;

WHEREAS, 1 bid was received and opened at 11:00 am on February 20, 2008, at Town Hall, 200 Howell Avenue, Riverhead, New York, the date, time and place given in the Notice to Bidders.

NOW THEREFORE BE IT RESOLVED, that the bid for disposal of Disposal of Demolition & Construction debris for the Town of Riverhead be and hereby is, awarded to Excel Demolition Recycling, Inc. for \$64.50 per ton.

BE IT FURTHER, RESOLVED, that the Town Clerk be and is hereby is authorized to forward a certified copy of this resolution to the Excel Demolition Recycling, Inc., the Sanitation Supervisor and the Purchasing Department.

THE VOTE

Buckley Yes No

Wooten Yes No

absent
Dunleavy Yes No

Blass Yes No

Cardinale Yes No

The Resolution Was Was Not
Thereupon Duly Declared Adopted

March 4, 2008

TOWN OF RIVERHEAD

Adopted

Resolution # 180

AWARDS BID FOR DISPOSAL OF MUNICIPAL SOLID WASTE

offered the following resolution COUNCILWOMAN BLASS

which was seconded by COUNCILMAN BUCKLEY

WHEREAS, the Town Clerk was authorized to publish and post a notice for sealed bids for removal of Disposal of Municipal Solid Waste for the Town of Riverhead and;

WHEREAS, 1 bid was received and opened at 11:05 am on February 20, 2008, at Town Hall, 200 Howell Avenue, Riverhead, New York, the date, time and place given in the Notice to Bidders.

NOW THEREFORE BE IT RESOLVED, that the bid for disposal of Municipal Solid Waste for the Town of Riverhead be and hereby is, awarded to Crown Recycling Facility for \$73.50 per ton.

BE IT FURTHER, RESOLVED, that the Town Clerk be and is hereby is authorized to forward a certified copy of this resolution to the Crown Recycling Facility, the Sanitation Supervisor and the Purchasing Department.

THE VOTE

Buckley Yes No

Wooten Yes No

Absent
Dunleavy Yes No

Blass Yes No

Cardinale Yes No

The Resolution Was Was Not

March 4, 2008

Adopted

TOWN OF RIVERHEAD

Resolution # 181

AWARDS BID FOR REMOVAL OF HAZARDOUS HOUSEHOLD PRODUCTS

offered the following resolution COUNCILMAN BUCKLEY

which was seconded by COUNCILMAN WOOTEN

WHEREAS, the Town Clerk was authorized to publish and post a notice for sealed bids for removal of Hazardous Household Products for the Town of Riverhead and;

WHEREAS, 1 bid was received and opened at 11:10 am on February 20, 2008, at Town Hall, 200 Howell Avenue, Riverhead, New York, the date, time and place given in the Notice to Bidders.

NOW THEREFORE BE IT RESOLVED, that the bid for removal of Hazardous Household Products for the Town of Riverhead be and hereby is, awarded to Radiac Research Corporation for the bid price of \$3555.00.

BE IT FURTHER, RESOLVED, that the Town Clerk be and is hereby is authorized to forward a certified copy of this resolution to the Radiac Research Corporation, the Sanitation Supervisor and the Purchasing Department.

THE VOTE

Buckley Yes No

Wooten Yes No

Dunleavy ^{absent} Yes No

Blass Yes No

Cardinale Yes No

The Resolution Was Was Not

Adopted

MARCH 4, 2008

TOWN OF RIVERHEAD

AUTHORIZES MILLIMAN

TO CONDUCT GASB 45 ACTUARIAL SERVICES FOR THE
TOWN OF RIVERHEAD

RESOLUTION # 182

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

RESOLVED, that the Town Board of the Town of Riverhead hereby authorizes Milliman to conduct GASB 45 actuarial services for the Town of Riverhead; and

BE IT FURTHER RESOLVED, that the Supervisor is authorized to sign a contract confirming the services provided; and

BE IT FURTHER RESOLVED, that the Town Clerk be and is hereby directed to forward a Certified Copy of this Resolution to Milliman, c/o Kenneth L. Friedman, One Penn Plaza, 38th Floor, New York, NY 10119, all Town Hall Departments may review and obtain a copy of this resolution from the E-Cabinet and if needed, a certified copy of same may be obtained from the Office of the Town Clerk

THE VOTE

Wooten Yes No Buckley Yes No
Dunleavy Yes No *Absent* Blass Yes No
Cardinale Yes No

MARCH 4, 2008

Adopted

TOWN OF RIVERHEAD

Resolution # 183

**AUTHORIZATION TO PUBLISH ADVERTISEMENT FOR
PROPANE FOR THE TOWN OF RIVERHEAD**

COUNCILWOMAN BLASS offered the following resolution,

which was seconded by COUNCILMAN BUCKLEY

WHEREAS, the Town Clerk is authorized to publish and post a notice to bidders for proposals for PROPANE FOR THE TOWN OF RIVERHEAD and;

BE IT RESOLVED, the Town Clerk is hereby authorized to publish and post the following public notice in the March 13, 2008 issue of the News Review and;

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

THE VOTE

Buckley Yes No

Wooten Yes No

Absent
Dunleavy Yes No

Blass Yes No

Cardinale Yes No

The Resolution Was Was Not
Thereupon Duly Declared Adopted

Mary Anne

**TOWN OF RIVERHEAD
NOTICE TO BIDDERS**

Sealed bids for the purchase of PROPANE for use by the TOWN OF RIVERHEAD will be received by the Town Clerk of the Town of Riverhead at Town Hall, 200 Howell Avenue, Riverhead, New York, 11901, until 11:15 a.m. on MARCH 20, 2008.

Bid packets, including Specifications, may be obtained on our website at www.riverheadli.com or at the Town Clerk's office at Town Hall Monday through Friday between the hours of 8:30 a.m. and 4:30 p.m. or on our website at www.riverheadli.com.

All bids must be submitted on the bid form provided. Any and all exceptions to the Specifications must be listed on a separate sheet of paper, bearing the designation "EXCEPTIONS TO THE SPECIFICATIONS" and be attached to the bid form.

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

All bids are to be submitted to the Town Clerk's Office in a sealed envelope bearing the designation BIDS FOR PROPANE 2008.

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

Barbara Grattan, Town Clerk

MARCH 4, 2008

Adopted

TOWN OF RIVERHEAD

Resolution # 184

AUTHORIZATION TO PUBLISH ADVERTISEMENT FOR WORK CLOTHES FOR THE TOWN OF RIVERHEAD

COUNCILMAN BUCKLEY

_____ offered the following resolution,

which was seconded by COUNCILMAN WOOTEN _____

WHEREAS, the Town Clerk is authorized to publish and post a notice to bidders for proposals for WORK CLOTHES FOR THE TOWN OF RIVERHEAD and;

BE IT RESOLVED, the Town Clerk is hereby authorized to publish and post the following public notice in the March 13, 2008 issue of the News Review and;

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

THE VOTE

Buckley Yes No

Wooten Yes No

Dunleavy Yes No *absent*

Blass Yes No

Cardinale Yes No

The Resolution Was Was Not
Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD
NOTICE TO BIDDERS**

Sealed bids for the purchase of WORK CLOTHES for use by the TOWN OF RIVERHEAD will be received by the Town Clerk of the Town of Riverhead at Town Hall, 200 Howell Avenue, Riverhead, New York, 11901, until 11:05 a.m. on MARCH 20, 2008.

Bid packets, including Specifications, may be obtained on line at www.riverheadli.com or at the Town Clerk's office at Town Hall Monday through Friday between the hours of 8:30 a.m. and 4:30 p.m.

All bids must be submitted on the bid form provided. Any and all exceptions to the Specifications must be listed on a separate sheet of paper, bearing the designation "EXCEPTIONS TO THE SPECIFICATIONS" and be attached to the bid form.

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

All bids are to be submitted to the Town Clerk's Office in a sealed envelope bearing the designation BIDS FOR WORK CLOTHES 2008

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

Barbara Grattan, Town Clerk

MARCH 4, 2008

Adopted

TOWN OF RIVERHEAD

Resolution # 185

AUTHORIZATION TO PUBLISH ADVERTISEMENT FOR FOOD & MEAT PRODUCTS FOR THE TOWN OF RIVERHEAD

COUNCILMAN WOOTEN offered the following resolution,

which was seconded by COUNCILWOMAN BLASS

WHEREAS, the Town Clerk is authorized to publish and post a notice to bidders for proposals for FOOD & MEAT PRODUCTS FOR THE TOWN OF RIVERHEAD and;

BE IT RESOLVED, the Town Clerk is hereby authorized to publish and post the following public notice in the March 13, 2008 issue of the News Review and;

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

THE VOTE

Buckley Yes No
Absent

Wooten Yes No

Dunleavy Yes No

Blass Yes No

Cardinale Yes No

The Resolution Was Was Not
Thereupon Duly Declared Adopted

2:00 PM AM TAGUE

**TOWN OF RIVERHEAD
NOTICE TO BIDDERS**

Sealed bids for the purchase of FOOD & MEAT PRODUCTS for use by the TOWN OF RIVERHEAD will be received by the Town Clerk of the Town of Riverhead at Town Hall, 200 Howell Avenue, Riverhead, New York, 11901, until 11:25 A.M. ON MARCH 20, 2008.

Bid packets, including Specifications, may be obtained on our website at www.riverheadli.com or at the Town Clerk's office at Town Hall Monday through Friday between the hours of 8:30 a.m. and 4:30 p.m.

All bids must be submitted on the bid form provided. Any and all exceptions to the Specifications must be listed on a separate sheet of paper, bearing the designation "EXCEPTIONS TO THE SPECIFICATIONS" and be attached to the bid form.

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

All bids are to be submitted to the Town Clerk's Office in a sealed envelope bearing the designation BIDS FOR FOOD & MEAT PRODUCTS.

MARCH 4, 2008

Adopted

TOWN OF RIVERHEAD

Resolution # 186

**AUTHORIZATION TO PUBLISH ADVERTISEMENT FOR
JANITORIAL SUPPLIES FOR THE TOWN OF RIVERHEAD**

COUNCILWOMAN BLASS offered the following resolution,

which was seconded by COUNCILMAN BUCKLEY

WHEREAS, the Town Clerk is authorized to publish and post a notice to bidders for proposals for JANITORIAL SUPPLIES FOR THE TOWN OF RIVERHEAD and;

BE IT RESOLVED, the Town Clerk is hereby authorized to publish and post the following public notice in the March 13, 2008 issue of the News Review and;

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

THE VOTE

Buckley Yes No

Wooten Yes No

Dunleavy Yes No

Blass Yes No

Cardinale Yes No

The Resolution Was Was Not
Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD
NOTICE TO BIDDERS**

Sealed bids for the purchase of JANITORIAL SUPPLIES for use by the TOWN OF RIVERHEAD will be received by the Town Clerk of the Town of Riverhead at Town Hall, 200 Howell Avenue, Riverhead, New York, 11901, until 11:20 a.m. on MARCH 20, 2008.

Bid packets, including Specifications, may be obtained on our website at www.riverheadli.com or at the Town Clerk's office at Town Hall Monday through Friday between the hours of 8:30 a.m. and 4:30 p.m. or on our website at www.riverheadli.com.

All bids must be submitted on the bid form provided. Any and all exceptions to the Specifications must be listed on a separate sheet of paper, bearing the designation "EXCEPTIONS TO THE SPECIFICATIONS" and be attached to the bid form.

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

All bids are to be submitted to the Town Clerk's Office in a sealed envelope bearing the designation BIDS FOR JANITORIAL SUPPLIES.

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

Barbara Grattan, Town Clerk

MARCH 4, 2008

Adopted

TOWN OF RIVERHEAD

Resolution # 187

AUTHORIZATION TO PUBLISH ADVERTISEMENT FOR SPORTING GOODS FOR THE TOWN OF RIVERHEAD

COUNCILMAN BUCKLEY offered the following resolution,

which was seconded by COUNCILMAN WOOTEN

WHEREAS, the Town Clerk is authorized to publish and post a notice to bidders for proposals for SPORTING GOODS ITEMS FOR THE TOWN OF RIVERHEAD and;

BE IT RESOLVED, the Town Clerk is hereby authorized to publish and post the following public notice in the March 13, 2008 issue of the News Review and;

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

THE VOTE

Buckley Yes No

Wooten Yes No

Absent
Dunleavy Yes No

Blass Yes No

Cardinale Yes No

The Resolution Was Was Not
Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD
NOTICE TO BIDDERS**

Sealed bids for the purchase of SPORTING GOODS for use by the TOWN OF RIVERHEAD will be received by the Town Clerk of the Town of Riverhead at Town Hall, 200 Howell Avenue, Riverhead, New York, 11901, until 11:10 a.m. on MARCH 20, 2005.

Bid packets, including Specifications, may be obtained on our website at www.riverheadli.com or at the Town Clerk's office at Town Hall Monday through Friday between the hours of 8:30 a.m. and 4:30 p.m.

All bids must be submitted on the bid form provided. Any and all exceptions to the Specifications must be listed on a separate sheet of paper, bearing the designation "EXCEPTIONS TO THE SPECIFICATIONS" and be attached to the bid form.

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

All bids are to be submitted to the Town Clerk's Office in a sealed envelope bearing the designation BIDS FOR SPORTING GOODS 2008.

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

Barbara Grattan, Town Clerk

MARCH 4, 2008

Adopted

TOWN OF RIVERHEAD

Resolution # 188

**AUTHORIZATION TO PUBLISH ADVERTISEMENT FOR PAINT
FOR THE TOWN OF RIVERHEAD**

COUNCILMAN WOOTEN offered the following resolution,

which was seconded by COUNCILWOMAN BLASS

WHEREAS, the Town Clerk is authorized to publish and post a notice to bidders for proposals for PAINT for the Town of Riverhead;

BE IT RESOLVED, the Town Clerk is hereby authorized to publish and post the following public notice in the March 13, 2008 issue of the News Review and;

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

THE VOTE

Buckley Yes No

Wooten Yes No

Dunleavy Yes No

Blass Yes No

Cardinale Yes No

The Resolution Was Was Not
Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD
NOTICE TO BIDDERS**

Sealed bids for the purchase of PAINT for use by the TOWN OF RIVERHEAD will be received by the Town Clerk of the Town of Riverhead at Town Hall, 200 Howell Avenue, Riverhead, New York, 11901, until 11:30 a.m. on MARCH 20, 2008

Bid packets, including Specifications, may be obtained at the Town Clerk's office at Town Hall Monday through Friday between the hours of 8:30 a.m. and 4:30 p.m.

All bids must be submitted on the bid form provided. Any and all exceptions to the Specifications must be listed on a separate sheet of paper, bearing the designation "EXCEPTIONS TO THE SPECIFICATIONS" and be attached to the bid form.

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

All bids are to be submitted to the Town Clerk's Office in a sealed envelope bearing the designation BIDS FOR PAINT.

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

Barbara Grattan, Town Clerk

3/4/08

Adopted

TOWN OF RIVERHEAD

Resolution # 189

ADOPTS A LOCAL LAW TO AMEND CHAPTER 64 ENTITLED, "FIRE PREVENTION" OF THE RIVERHEAD TOWN CODE
(\$64-9. Fire-prevention permit fees.)

COUNCILWOMAN BLASS offered the following resolution, was seconded by

COUNCILMAN BUCKLEY :

WHEREAS, the Town Clerk was authorized to publish and post a public notice to hear all interested persons to consider a local law to amend Chapter 64 entitled, "Fire Prevention" of the Riverhead Town Code; and

WHEREAS, a public hearing was held on the 20th day of February, 2008 at 7:10 o'clock p.m. at Town Hall, 200 Howell Avenue, Riverhead, New York, the date, time and place specified in said public notice, and all persons wishing to be heard were heard.

NOW THEREFORE BE IT RESOLVED, that a local law to amend Chapter 64 entitled, "Fire Prevention" 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** 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 Planning Department; the Building Department; the Riverhead Fire Marshal and the Town Attorney's Office.

THE VOTE

Buckley	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no	Wooten	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no
Dunleavy	<input type="checkbox"/> yes	<input checked="" type="checkbox"/> no	Blass	<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 to amend Chapter 64 entitled, "Fire Prevention" of the Riverhead Town Code at its regular meeting held on March 4, 2008.

Be it enacted by the Town Board of the Town of Riverhead as follows:

Chapter 64
Fire Prevention
Article III
Administration

§ 64-9. Fire-prevention permit fees.

C. Installation and operational fire-prevention permit fees. The Town Board has determined fire prevention fees shall be as follows:

- (1) Installation permit fees.
 - (a) Installation of fire detection/alarm systems and water-based fire protection systems: \$250 for the first 25 devices and \$4 per device in excess thereof. A device shall include, but not be limited to, a heat detector, a smoke detector, a pull station, a bell or other sounding device, a speaker, a fire alarm control panel, a remote annunciator, a floor command station, an alarm and check valve, a deluge valve, an exhauster, an accelerator, a retard chamber or a Fire Department connection.
 - (b) Installation of automatic fixed pipe extinguishing systems: \$250.
 - (c) Installation of exhaust systems for the removal of smoke- and/or grease-laden or other vapors: \$200.
 - (d) Installation permits required by Article XX, Liquefied Petroleum Gases: \$75 for the first 10,000 gallons and \$0.005 per gallon in excess thereof.
 - (e) Installation permit required by § 64-9A(1) for review of new building construction plans or existing building alteration plans: \$100.
 - (f) Modification of any existing fire detection/alarm system: \$100 for the first 5 devices. Any modification in excess of 5 devices shall be treated as an "installation" in accordance with the requirements of subsection (a). A device shall include, but not be limited to, a heat detector, a smoke detector, a pull station, a bell or other sounding device, a speaker, a fire alarm control panel, a remote annunciator, a floor command station.
 - (g) Modification of any existing water based fire protection system: \$100 for the first 5 devices. Any modification in excess of 5 devices shall be treated as an "installation" in accordance with the requirements of subsection (a). A device shall include, but not be limited to, an alarm and

check valve, an exhauster, an accelerator, a retard chamber, a fire department connection and sprinkler heads

(h) Modification of an existing automatic fixed pipe extinguishing system:
\$100.

(i) Modification of existing exhaust systems for the removal of smoke- and/or grease-laden or other vapors: \$100.

- Underline represents addition(s)

Dated: Riverhead, New York
March 4, 2008

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

BARBARA GRATTAN, Town Clerk

MARCH 4, 2008

Adopted

TOWN OF RIVERHEAD

AUTHORIZES ALBRECHT, VIGGIANO, ZURECK & COMPANY, P.C.

TO CONDUCT ANNUAL AUDIT OF THE RECORDS OF THE

TOWN OF RIVERHEAD

RESOLUTION # 190

COUNCILMAN BUCKLEY

_____ offered the following resolution,

which was seconded by _____

COUNCILMAN WOOTEN

RESOLVED, that the Town Board of the Town of Riverhead hereby authorizes Albrecht, Viggiano, Zureck & Company, P.C. to conduct an audit of the records of the Town of Riverhead for Fiscal Year 2007; and

BE IT FURTHER RESOLVED, that the Supervisor is authorized to sign an engagement letter confirming the services provided in the audit; and

BE IT FURTHER RESOLVED, that the Town Clerk be and is hereby directed to forward a Certified Copy of this Resolution to Albrecht, Viggiano, Zureck & Company, P.C., 25 Suffolk Court, Hauppauge, NY 11788, all Town Hall Departments may review and obtain a copy of this resolution from the E-Cabinet and if needed, a certified copy of same may be obtained from the Office of the Town Clerk

THE VOTE

Wooten Yes No

Buckley Yes No

Dunleavy Yes No

Blass Yes No

Cardinale Yes No

Adopted

TOWN OF RIVERHEAD

Resolution # 191

AUTHORIZES THE RELEASE OF LETTER OF CREDIT FOR CRYSTAL HARBOR DEVELOPMENT INC.

COUNCILMAN WOOTEN

offered the following resolution,

which was seconded by COUNCILWOMAN BLASS

WHEREAS, Crystal Harbor Development Inc. posted an Irrevocable Letter of Credit (Bank of Smithtown #100346) in the sum of Fifty Five Thousand Dollars (\$55,000) 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, the Planning Department is satisfied with site requirements 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 aforementioned Letter of Credit (#100346) in the sum of Fifty Five Thousand Dollars (\$55,000); and

BE IT FURTHER RESOLVED, that the Town Clerk is hereby authorized to forward a certified copy of this resolution to Crystal Harbor Development Inc., Attn: Mr. Ed Belanger, 4992 Express Drive South, Ronkonkoma, New York, 11779; the Building Department; the Accounting Department and the Town Attorney's Office.

THE VOTE

Buckley yes no Wooten yes no

Dunleavy yes no Blass yes no

Cardinale yes no

THE RESOLUTION WAS WAS NOT THEREFORE DULY ADOPTED

The Resolution Was Was Not Therefore Duly Adopted

3/4/08

Adopted

TOWN OF RIVERHEAD

Resolution # 192

ADOPTS A LOCAL LAW TO AMEND CHAPTER 101 ENTITLED, "VEHICLES & TRAFFIC" OF THE RIVERHEAD TOWN CODE
(\$101-13. Parking time limited.)

COUNCILMAN WOOTEN offered the following resolution, was seconded by

COUNCILWOMAN BLASS :

WHEREAS, the Town Clerk was authorized to publish and post a public notice to hear all interested persons to consider an amendment to Chapter 101 entitled, "Vehicles and Traffic" of the Riverhead Town Code; and

WHEREAS, a public hearing was held on the 6th day of February, 2008 at 2:10 o'clock p.m. at Town Hall, 200 Howell Avenue, Riverhead, New York, the date, time, and place specified in said public notice, and all persons wishing to be heard were heard.

NOW THEREFORE BE IT RESOLVED, that a local law to consider an amendment to Chapter 101 entitled, "Vehicles and Traffic" 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 is hereby authorized to publish the attached notice of adoption once in the News Review newspaper and to post same on the signboard at Town Hall; and be it further

RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to Chief Hegermiller, Riverhead Police Department; George Woodson, Highway Superintendent; the Traffic Safety Committee and the Office of the Town Attorney.

THE VOTE
Buckley yes no Wooten yes no
Dunleavy yes no Blass 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 to amend Chapter 101 entitled, "Vehicles and Traffic" of the Riverhead Town Code at its regular meeting held on March 4, 2008. **Be it enacted** by the Town Board of the Town of Riverhead as follows:

Chapter 101
Vehicles and Traffic
ARTICLE V
Parking, Standing and Stopping

§ 101-13. Parking time limited.

Parking is hereby prohibited for longer than the time limit designated upon any of the following described streets, or portions thereof, and parking fields:

- B. One hour. The parking of vehicles for a period of longer than one hour between the hours of 9:00 a.m. and 5:00 p.m., except Sundays and holidays, is prohibited in the following locations:

Street	Side	Location
<u>18 parking stalls within the Roanoke Avenue Parking Lot on the east Side of Roanoke Avenue (Tax Map No. 128-6-66.4)</u>	--	<u>As designated on the Official Map on file with the Town Clerk</u>

- Underline represents addition(s)

Dated: Riverhead, New York
March 4, 2008

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

BARBARA GRATTAN, Town Clerk

March 4, 2008

Adopted

TOWN OF RIVERHEAD

Resolution # 193

AMENDS RESOLUTION #88 APPROVING FEE SCHEDULE OF THE RAYNOR GROUP, P.E. & L.S. PLLC

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

WHEREAS, the Raynor Group, P.E. & L.S. PLLC had submitted a fee schedule for consulting to the Riverhead Town Board and the Riverhead Planning Board for the year 2008, which was determined acceptable; and

WHEREAS, it was determined that a title and fee schedule for Field Monitor needed to be added to the original fee schedule,

NOW, THEREFORE BE IT RESOLVED, that the attached title and fee schedule for Field Monitor be added to the original fee schedule approved for the year 2008, and

BE IT FURTHER RESOLVED, that copies of this resolution be forwarded to the Planning Department, Accounting Department and the Raynor Group P.E. & L.S. PLLC

The Vote

Wooten Yes No Buckley Yes No
Dunleavy Absent Yes No Blass Yes No
Cardinale Yes No

THE RESOLUTION WAS WAS NOT

THEREFORE DULY ADOPTED

TOWN OF RIVERHEAD

2008 FEE SCHEDULE (Revised 02-27-08)

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

For the services of Principals:	\$175/hour
For the services of Professional Engineers:	\$175/hour
For the services of Professional Land Surveyors:	\$155/hour
For the services of Sr. Technicians:	\$130/hour
For the services of Technicians:	\$105/hour
For the services of Draftsmen:	\$95/hour
For the services of Field Crew Chiefs:	\$105/hour
For the services of Field Technicians:	\$95/hour
For the Services of Field Monitor	\$75/hour
For use of Global Positioning System (GPS):	\$40/hour
For Computer Time:	\$16/hour
For Computer Plotting Time:	\$4/minute

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 and as approved by the Town will be billed at cost, plus ten percent (10%).

All other out-of-pocket expenses incurred in connection with our services 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.

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.

March 4, 2008

TOWN OF RIVERHEAD

Adopted

Resolution # 195

AUTHORIZES PUBLICATION OF DISPLAY AD
RE: ATTENDANCE AT SUFFOLK COUNTY POLICE ACADEMY

COUNCILMAN WOOTEN offered the following resolution, which was seconded by

~~COUNCILWOMAN BLASS~~

RESOLVED, that the Town Clerk be and is hereby authorized to publish and post the below advertisement as a display ad in the March 13, 2008, issue of The News Review.

TOWN OF RIVERHEAD
PUBLIC NOTICE

PLEASE TAKE NOTICE, the Town of Riverhead is seeking candidates to attend the Suffolk County Police Academy for the purpose of serving as Part-time Police Officers with the Town of Riverhead Police Department. Candidates for the position must:

1. Apply to the Riverhead Town Police Department no later than March 26, 2008; and
2. Have reached age twenty (20) by date of application; and
3. Be a high school graduate or possess a high school equivalency diploma, recognized by the New York State Department of Education; and
4. Successfully pass a qualifying psychological evaluation as directed by the Suffolk County Department of Civil Service; and
5. Successfully pass a qualifying medical evaluation as directed by the Suffolk County Department of Civil Service; and
6. Successfully pass a qualifying physical fitness agility evaluation at the direction of the Suffolk County Department of Civil Service; and
7. Submit to polygraph testing as directed; and
8. Be a United States citizen; and
9. Possess a valid New York State operator's or chauffeur's license at the time of original appointment and throughout their employment; and
10. Successfully pass an applicant background investigation conducted by the Suffolk County Police Department; and
11. Attend the Suffolk County Police Academy for a minimum of 587 hours of instruction.

12. The course of instruction is **TENTATIVELY** scheduled to begin in the Fall of 2008.

If the candidate fulfills the basic requirements and successfully completes the courses at the Suffolk County Police Academy, that graduate will be awarded a certificate by the Bureau for Municipal Police, which certifies that person as a Police Officer in the State of New York.

Following graduation, the candidate is required to have on-the-job training with the Town of Riverhead for a period of not less than 40 hours.

Any individual requesting further information on this program is directed to call the Riverhead Police Department at 727-4500, ext. 315.

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

THE VOTE
Buckley ✓ yes ___ no Wooten ✓ yes ___ no
Dunleavy ~~yes~~ ___ no Blass ✓ yes ___ no
Cardinale ✓ yes ___ no
THE RESOLUTION ~~X~~ WAS ___ WAS NOT
THEREFORE DULY ADOPTED

March 4, 2008

Adopted

TOWN OF RIVERHEAD

AUTHORIZES TOWN CLERK TO PUBLISH & POST
NOTICE TO BIDDERS FOR WATER SERVICE MATERIALS

RESOLUTION # 196

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

RESOLVED, that the Town Clerk be and is hereby authorized to publish and post the
attached Notice to Bidders for Water Service Materials in the March 13, 2008, issue of *The
News-Review*; and be it further

RESOLVED, that the Town Clerk is authorized to forward a certified copy of this
resolution to the Riverhead Water District and the Purchasing Department.

THE VOTE

^{absent} Dunleavy Yes <u> </u> No <u> </u>	Blass Yes <input checked="" type="checkbox"/> No <u> </u>
Wooten Yes <input checked="" type="checkbox"/> No <u> </u>	Buckley Yes <input checked="" type="checkbox"/> No <u> </u>
Cardinale Yes <input checked="" type="checkbox"/> No <u> </u>	

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

**TOWN OF RIVERHEAD
NOTICE TO BIDDERS**

Sealed bids for the purchase of **WATER SERVICE MATERIALS** for use by the **TOWN OF RIVERHEAD** will be received by the Town Clerk of the Town of Riverhead at Town Hall, 200 Howell Avenue, Riverhead, New York, 11901, until **11:00 a.m. on March 27, 2008.**

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

All bids must be submitted on the bid form provided. Any and all exceptions to the Specifications must be listed on a separate sheet of paper, bearing the designation "EXCEPTIONS TO THE SPECIFICATIONS" and be attached to the bid form.

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

All bids are to be submitted in a sealed envelope bearing the designation **BIDS FOR WATER SERVICE MATERIALS – BID #08-36RWD.**

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD

Barbara Grattan, Town Clerk

March 4, 2008

Adopted

TOWN OF RIVERHEAD

EXTENDS BID CONTRACT FOR QUICK LUBE MAINTENANCE
FOR THE RIVERHEAD WATER DISTRICT

RESOLUTION # 197

COUNCILMAN BUCKLEY offered the following resolution, which was
seconded by COUNCILMAN WOOTEN :

WHEREAS, the Riverhead Water District has requested that the contract with North Shore Generator Systems, Inc., originally awarded under Resolution #542, adopted June 6, 2006, for quick lube maintenance of its diesel generators be extended; and

WHEREAS, the above-named vendor has agreed to extend the contract through June 18, 2009, per the attached Bid Extension Notice, at the original bid amount as attached hereto; and

WHEREAS, this shall be the second extension of this contract; and

WHEREAS, the Town Board has reviewed said request.

NOW, THEREFORE, BE IT

RESOLVED, that the bid contract for with North Shore Generator Systems, Inc., for quick lube maintenance of its diesel generators for the Riverhead Water District be and is hereby extended through June 18, 2009; and be it further

RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to North Shore Generator Systems, Inc., 1860 Pond Road, Suite 5, Ronkonkoma, New York, 11779.

THE VOTE

absent
Dunleavy Yes No Blass Yes No
Wooten Yes No Buckley Yes No
Cardinale Yes No

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

March 4, 2008

Adopted

TOWN OF RIVERHEAD
RESOLUTION # 198

AUTHORIZES DUNN ENGINEERING ASSOCIATES, P.C. TO PROCEED WITH
CRANBERRY STREET PRELIMINARY DRAINAGE AND INVESTIGATION

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

WHEREAS, Cranberry Street, Riverhead, which intersects with Roanoke Avenue to the east and School Street to the west, experiences significant drainage problems during almost every rainfall event causing Cranberry Street to be a driving hazard or not passable; and

WHEREAS, the Town has received numerous complaints from Cranberry Street residents, the Riverhead Central School District, as well as parents driving their children to and from school; and

WHEREAS, it is the recommendation of the Town Engineer that we proceed with an investigation into the cause of the ongoing drainage problems on Cranberry Street so that the Town of Riverhead may move forward with a permanent solution.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board be and does hereby authorize Dunn Engineering Associates, P.C. to proceed with the preliminary drainage investigation of the drainage issues on Cranberry Street for a lump sum of \$2,500; and

BE IT FURTHER RESOLVED, that the Town Board be and does hereby authorize the Town Clerk to forward a certified copy of this resolution to Dunn Engineering Associates, P.C., 66 Main Street, Westhampton Beach, NY 11978, a copy to the Engineering Department and the Office of Accounting.

THE VOTE
Buckley yes no Wooten yes no
Dunleavy yes no Blass yes no
Cardinale yes no
THE RESOLUTION WAS WAS NOT
THEREFORE DULY ADOPTED

Adopted

MARCH 4, 2008

TOWN OF RIVERHEAD

Resolution # 199

AUTHORIZATION TO PUBLISH ADVERTISEMENT FOR RECREATION DEPARTMENT BROCHURE FOR THE TOWN OF RIVERHEAD

COUNCILWOMAN BLASS offered the following resolution,

which was seconded by COUNCILMAN BUCKLEY

WHEREAS, the Town Clerk is authorized to publish and post a notice to bidders for proposals for printing the RECREATION DEPARTMENT BROCHURE FOR THE TOWN OF RIVERHEAD and;

BE IT RESOLVED, the Town Clerk is hereby authorized to publish and post the following public notice in the March 6th, 2008 issue of the News Review and;

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

THE VOTE

Buckley Yes No

Wooten Yes No

Dunleavy Yes No

Blass Yes No

Cardinale Yes No

The Resolution Was Was Not
Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD
NOTICE TO BIDDERS**

Sealed bids for the purchase of **RECREATION DEPARTMENT BROCHURE** for use by the **TOWN OF RIVERHEAD** will be received by the Town Clerk of the Town of Riverhead at Town Hall, 200 Howell Avenue, Riverhead, New York, 11901, until **11:00 A.M. ON MARCH 14, 2008.**

Bid packets, including Specifications, may be obtained on our website at www.riverheadli.com or at the Town Clerk's office at Town Hall Monday through Friday between the hours of 8:30 a.m. and 4:30 p.m.

All bids must be submitted on the bid form provided. Any and all exceptions to the Specifications must be listed on a separate sheet of paper, bearing the designation "EXCEPTIONS TO THE SPECIFICATIONS" and be attached to the bid form.

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

All bids are to be submitted to the Town Clerk's Office in a sealed envelope bearing the designation **BIDS FOR RECREATION DEPARTMENT BROCHURE.**

March 4, 2008

Adopted

TOWN OF RIVERHEAD

RESOLUTION # 200

AUTHORIZES THE SUPERVISOR TO EXECUTE A GRANT AGREEMENT WITH NYS OFFICE OF PARKS, RECREATION AND HISTORIC PRESERVATION FOR FUNDS TO SUPPORT THE CALVERTON PARK RECREATIONAL TRAIL

COUNCILMAN BUCKLEY offered the following resolution, which was seconded by COUNCILMAN WOOTEN.

WHEREAS, grant funding is available from the New York State Office of Parks, Recreation and Historic Preservation ("NYS Parks") to provide funds to the Town of Riverhead for the Calverton Park Recreational Trail; and

WHEREAS, the Town of Riverhead Community Development Department ("CDD") has applied for and received an award of NYS Parks grant funds under the Recreational Trails Program in the amount of \$100,000 for the Calverton Park Recreational Trail (see attached contract); and

NOW, THEREFORE, BE IT RESOLVED, that the Riverhead Town Board hereby authorizes the Town Supervisor to execute the grant contracts with NYS Parks.

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

THE VOTE

Wooten Yes No	Buckley Yes No
Dunleavy Yes No	Blass Yes No
Cardinale Yes No	

THE RESOLUTION X WAS WAS NOT THEREFORE DULY ADOPTED.

STATE AGENCY (Name & Address)

New York State Office of Parks,
Recreation and Historic
Preservation
Agency Building One
Empire State Plaza
Albany, New York 12238

NYS COMPTROLLER'S NUMBER: C050108

NYS AGENCY NUMBER: RTP-07-LI-01

ORIGINATING AGENCY CODE: 49070

REGION: LI

CONTRACTOR (Name & Address):

Town of Riverhead
200 Howell Avenue

Riverhead, New York 11901

TYPE OF PROGRAM:

RECREATIONAL TRAILS PROGRAM
U.S. DEPARTMENT OF TRANSPORTATION
CFDA # 20.219

CHARITIES REGISTRATION NUMBER:

N/A

INITIAL CONTRACT PERIOD:

FROM: August 21, 2007
TO: December 31, 2009

CONTRACTOR IS UP-TO-DATE

with filing all required annual written reports
with the Attorney General's Charities Bureau,
or the appropriate oversight Agency

FEDERAL TAX ID NUMBER:

11-6001935

MUNICIPALITY NUMBER:

47037160

FUNDING AMOUNT FOR INITIAL PERIOD:

\$100,000.00

STATUS:

CONTRACTOR IS NOT A
SECTARIAN ENTITY
CONTRACTOR IS NOT A
NOT-FOR-PROFIT ORGANIZATION

MULTI-YEAR TERM: (if applicable)

FROM: N/A
TO: N/A

APPENDICES ATTACHED AND PART OF THIS AGREEMENT:

APPENDIX A...Standard Clauses for All New York State Contracts.

APPENDIX A1...Clauses Required by Office of Parks, Recreation and Historic Preservation

APPENDIX B...Budget

APPENDIX C...Payment and Reporting Schedule

APPENDIX D...Program Workplan

APPENDIX X...Modification Agreement Form (to accompany modified appendices for changes in term or consideration on an existing period or for renewal periods)

APPENDIX E...Special Conditions and Requirements

APPENDIX F...Program Specific Requirements

IN WITNESS THEREOF, the parties hereto have executed or approved this AGREEMENT on the dates below their signatures.

PROJECT NUMBER: RTP-07-LI-01

CONTRACT NUMBER: C050108

CONTRACTOR:

STATE AGENCY: 49070

Town of Riverhead

New York State Office of Parks,
Recreation and Historic Preservation

By:

By:

Printed Name:

Printed Name: Kevin Burns

Printed Title:

Printed Title: Chief of Grants

Date:

Date:

State 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."

STATE OF NEW YORK)

) SS.:

County of)

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

Notary Public, State of New York

ATTORNEY GENERAL:

STATE COMPTROLLER:

Approved:

Thomas P. DiNapoli
State Comptroller

By _____

Date _____

STATE OF NEW YORK AGREEMENT

This AGREEMENT is hereby made by and between the State of New York agency (STATE) and the public or private agency (CONTRACTOR) identified on the face page hereof.

WITNESSETH:

WHEREAS, the STATE has the authority to regulate and provide funding for the establishment and operation of program services and desires to contract with skilled parties possessing the necessary resources to provide such services; and

WHEREAS, the CONTRACTOR is ready, willing and able to provide such program services and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services required pursuant to the terms of this AGREEMENT.

NOW THEREFORE, in consideration of the promises, responsibilities and covenants herein, the STATE and the CONTRACTOR agree as follows:

I. Conditions of Agreement

A. This AGREEMENT may consist of successive periods (PERIOD), as specified within the AGREEMENT or within a subsequent Modification Agreement(s) (Appendix X). Each additional or superseding PERIOD shall be on the forms specified by the particular State agency, and shall be incorporated into this AGREEMENT.

B. Funding for the first PERIOD shall not exceed the funding amount specified on the face page hereof. Funding for each subsequent PERIOD, if any, shall not exceed the amount specified in the appropriate appendix for that PERIOD.

C. This AGREEMENT incorporates the face pages attached and all of the marked appendices identified on the face page hereof.

D. For each succeeding PERIOD of this AGREEMENT, the parties shall prepare new appendices, to the extent that any require modification, and a Modification Agreement (the attached Appendix X is the blank form to be used). Any terms of this Agreement not modified shall remain in effect for each PERIOD of the AGREEMENT. To modify the AGREEMENT within an existing PERIOD, the parties shall revise or complete the appropriate appendix form(s). Any change in the amount of consideration to be paid, or change in the term, is subject to the approval of the Office of the State Comptroller. Any other modifications shall be processed in accordance with agency guidelines as stated in Appendix A1.

E. The CONTRACTOR shall perform all services to the satisfaction of the STATE. The CONTRACTOR shall provide services and meet the program objectives summarized in the Program Workplan (Appendix D) in accordance with provisions of the AGREEMENT; relevant laws, rules and regulations, administrative and fiscal guidelines; and where applicable, operating certificates for facilities or licenses for an activity or program.

F. If the CONTRACTOR enters into subcontracts for the performance of work pursuant to this AGREEMENT, the CONTRACTOR shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the STATE under this AGREEMENT. No contractual relationship shall be deemed to exist between the subcontractor and the STATE.

G. Appendix A (Standard Clauses for All New York State contracts, attached hereto and made a part hereof) takes precedence over all other parts of the AGREEMENT.

II. Payment and Reporting

A. The CONTRACTOR, to be eligible for payment, shall submit to the STATE's designated payment office (identified in Appendix C) any appropriate documentation as required by the Payment and Reporting Schedule (Appendix C) and by agency fiscal guidelines, in a manner acceptable to the STATE.

B. The STATE shall make payments and any reconciliations in accordance with the Payment and Reporting Schedule (Appendix C). The STATE shall pay the CONTRACTOR, in consideration of contract services for a given PERIOD, a sum not to exceed the amount noted on the face page hereof or in the respective Appendix designating the payment amount for that given PERIOD. This sum shall not duplicate reimbursement from other sources for CONTRACTOR costs and services provided pursuant to this AGREEMENT.

C. The CONTRACTOR shall meet the audit requirements specified by the STATE.

III. Terminations

A. This AGREEMENT may be terminated at any time upon mutual written consent of the STATE and the CONTRACTOR.

B. The STATE may terminate the AGREEMENT immediately, upon written notice of termination to the CONTRACTOR, if the CONTRACTOR fails to comply with the terms and conditions of this AGREEMENT and/or with any laws, rules, regulations, policies or procedures affecting this AGREEMENT.

C. The STATE may also terminate this AGREEMENT for any reason in accordance with provisions set forth in Appendix A1.

D. Written notice of termination, where required, shall be sent by personal messenger service or by certified mail, return receipt requested. The termination shall be effective in accordance with the terms of the notice.

E. Upon receipt of notice of termination, the CONTRACTOR agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the STATE.

F. The STATE shall be responsible for payment on claims pursuant to services provided and costs incurred pursuant to terms of the AGREEMENT. In no event shall the STATE be liable for expenses and obligations arising from the program(s) in this AGREEMENT after the termination date.

IV. Indemnification

A. The CONTRACTOR shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the CONTRACTOR or its subcontractors pursuant to this AGREEMENT. The CONTRACTOR shall indemnify and hold harmless the STATE and its officers and employees from claims, suits, actions, damages and costs of every nature arising out of the provision of services pursuant to this AGREEMENT.

B. The CONTRACTOR is an independent contractor and may neither hold itself out nor claim to be an officer, employee or subdivision of the STATE nor make any claim, demand or application to or for any right based upon any different status.

V. Property

Any equipment, furniture, supplies or other property purchased pursuant to this AGREEMENT is deemed to be the property of the STATE except as may otherwise be governed by Federal or State laws, rules or regulations, or as stated in Appendix A1.

VI. Safeguards for Services and Confidentiality

A. Services performed pursuant to this AGREEMENT are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.

B. Funds provided pursuant to this AGREEMENT shall not be used for any partisan political activity, or for activities that may influence legislation or the election or defeat of any candidate for public office.

C. Information relating to individuals who may receive services pursuant to this AGREEMENT shall be maintained and used only for the purposes intended under the contract and in conformity with applicable provisions of laws and regulations, or specified in Appendix A1.

STANDARD CLAUSES FOR NYS CONTRACTS

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, licenser, 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 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (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 \$85,000 (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 public work or for the manufacture, sale or distribution of materials, equipment or supplies, 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, color, disability, sex, or national origin: (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. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national

origin, age, sex 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 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due 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's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and 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 pay or 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 affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms 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 or affiliated person, firm, partnership or corporation has participated, is participating, or 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 invoice or New York State standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

(b) **PRIVACY NOTIFICATION.** (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by 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 been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes 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 contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. 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 the Executive Law, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, 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 the 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 the 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, 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 change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

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

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate 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 §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, 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 good faith to conduct any business operations 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 of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities 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 subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
30 South Pearl St -- 7th Floor
Albany, New York 12245
Telephone: 518-292-5220
Fax: 518-292-5884
<http://www.empire.state.ny.us>

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
Telephone: 518-292-5250
Fax: 518-292-5803
<http://www.empire.state.ny.us>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractor's 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.

APPENDIX A1

Clauses Required by Office of Parks, Recreation and Historic Preservation

1. Changes to Budget and Program Workplan. Changes shall not be made in the work described in the Program Workplan as described in Appendix D or the proposed expenditure of funds as shown in the Budget, Appendix B, without the prior written approval of the STATE. Such approval will be granted if the changes are not substantive and do not alter the scope, intent or basic elements of the contract. Changes may be made in the Budget to reallocate funds between budget items provided such changes do not exceed twenty percent of the total value of the contract and have the STATE's written approval. Changes in the Program Workplan which are substantive or alter the scope, intent or basic elements of the contract, or Budget changes which are in excess of twenty percent of the total value of the contract, if agreed to by the STATE, will be implemented by an amendment to this AGREEMENT. (See Section I, Paragraph D of the AGREEMENT).
2. Termination.
 - A. In the event the project cannot be completed as agreed upon by the STATE and the CONTRACTOR, the CONTRACTOR shall bring it to a point of recreational usefulness agreed upon by the STATE and the CONTRACTOR.
 - B. The CONTRACTOR agrees that the benefit to be derived by the United States, the State of New York and the CONTRACTOR from compliance with the terms of this agreement is the preservation, protection and net increase in the availability and quality of public outdoor recreation facilities and resources available to the people of the United States, the State of New York and the CONTRACTOR and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished under this agreement. Further, payment to the STATE of an amount equal to the amount of money made available under this agreement would be inadequate compensation for any breach by the CONTRACTOR of this agreement. Therefore, the appropriate remedy in the event of a breach of this agreement by the CONTRACTOR shall be the specific performance of this agreement.
3. Participation by New York State Businesses and Minority Group Members and Women with Respect to State Contracts; Omnibus Procurement Act. It is the policy of New York State to maximize opportunities for the participation of minorities and women as employees, and of New York State business enterprises, as subcontractors and suppliers on its procurement contracts.
 - A. Omnibus Procurement Act Provisions.
 - I. Information on the availability of New York State subcontractors and suppliers is available from:
NYS Department of Economic Development
Division of Small Business
30 South Pearl Street
Albany, NY 12245
Phone: (518)-292-5250 / FAX (518)-292-5803

Note: When requesting lists of potential subcontractors and suppliers please identify the SIC code, size and location of vendors.
 - II. If located in a foreign country the contractor is hereby notified that New York State may seek to obtain and assign or otherwise transfer offset credits created by this contract to third parties located in New York State. The contractor agrees to cooperate with the State in efforts to get foreign countries to recognize offset credits created by this contract.
 - B. Equal Employment Opportunity Provisions.
 - I. The CONTRACTOR and its subcontractors shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, affirmative action shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
 - II. No later than seven days after being notified of the award of this contract the CONTRACTOR shall submit an Equal Employment Opportunity (EEO) policy statement to the STATE.
 - III. The CONTRACTOR's EEO policy statement shall contain, but not necessarily be limited to, and the CONTRACTOR, as a precondition to entering into a valid and binding State contract, shall, during the performance of the contract, agree to the following:

- (a) The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts.
- (b) The CONTRACTOR shall state in all solicitations or advertisements for employees that, in performance of this 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.
- (c) At the request of the STATE 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, 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 obligation herein.
- IV. No later than seven days after being notified of the award of this contract the CONTRACTOR may be required to submit to the STATE a staffing plan of the anticipated work force to be utilized on this contract or, where required, information on the CONTRACTOR's total work force, including apprentices, broken down by specified ethnic background, gender, and Federal Occupational Categories or other appropriate categories specified by the STATE. The form of staffing plan shall be supplied by the STATE.
- V. On a schedule to be determined by the STATE, and in a form and manner required by the STATE, the CONTRACTOR shall submit to the STATE a work force utilization report, of the work force actually utilized on this contract, broken down by specified ethnic background, gender, and Federal Occupational Categories or other appropriate categories specified by the STATE. The form of the staffing plan shall be supplied by the STATE.
- VI. The CONTRACTOR shall include the language of sub-paragraphs (I) through (V) in every subcontract in such a manner that the requirements of the provisions will be binding upon each subcontractor as to work in connection with this contract, including the requirement that subcontractors shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and, when requested, provide to the CONTRACTOR information on the ethnic background, gender, and Federal Occupational Categories of the employees to be utilized on this contract.
- VII. The CONTRACTOR agrees to comply with all applicable Federal, State and local Civil Rights and Human Rights laws with reference to equal employment opportunities and the provision of services.
- C. Minority/Women Owned Business Enterprise Provisions.
- I. A directory of minority and women-owned business enterprises is available from:
- NYS Department of Economic Development
Minority and Women's Business Development Division
One Commerce Plaza
Albany, NY 12245
Phone: (518) 474-7756 / Fax: (518) 486-6416
- II. Definition. For the purposes of these clauses, the following definitions shall apply:
- (a) "Certified business" shall mean either a business certified as a minority or women-owned business enterprise pursuant to section 314 of the Executive Law.
- (b) "Director" shall mean the Director of the Division of Minority and Women's Business Development established by section 311 of the Executive Law.
- (c) "Minority group member" shall mean a United States citizen or permanent resident alien who is and can demonstrate membership in one of the following groups:
- (1) Black persons having origins in any of the Black African racial groups;
 - (2) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American of either Indian or Hispanic origin, regardless of race;

- (3) Native American or Alaskan native persons having origins in any of the original peoples of North America;
 - (4) Asian and Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian subcontinent or the Pacific Islands.
- (d) "Minority-owned business enterprises" shall mean a business enterprise, including a sole proprietorship, partnership or corporation that is:
- (1) at least fifty-one percent owned by one or more minority group members;
 - (2) an enterprise in which such minority ownership is real, substantial and continuing;
 - (3) an enterprise in which such minority ownership has and exercises the authority to control independently the day-to-day business decisions of the enterprise; and
 - (4) an enterprise authorized to do business in this state and independently owned and operated.
- (e) "Subcontract" shall mean an agreement providing for total expenditures in excess of \$25,000 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon between a contractor and any individual or business enterprise, including a sole proprietorship, partnership, corporation or not-for-profit corporation, in which a portion of a contractor's obligation under a state contract is undertaken or assumed.
- (f) "Women-owned business enterprise" shall mean a business enterprise, including a sole proprietorship, partnership or corporation that is:
- (1) at least fifty-one percent owned by one or more United States citizens or permanent resident aliens who are women;
 - (2) an enterprise in which the ownership interest of such women is real, substantial and continuing;
 - (3) an enterprise in which such women ownership has and exercises the authority to control independently the day-to-day business decisions of the enterprise; and
 - (4) an enterprise authorized to do business in this state and independently owned and operated.

III. Utilization Program Waivers.

- (a) If goals have been established by the STATE for the participation of certified M/WBE's on this agreement, at the direction of the STATE, but in no case later than execution of the agreement, the contractor shall submit to the STATE a utilization program on forms to be provided by the STATE. The utilization program shall list all subcontractors and suppliers the contractor intends to use on the contract and indicate which are certified M/WBE's.
- (b) The STATE will review the utilization program and will issue to the contractor a written notice of acceptance or deficiency within twenty days of receipt. A notice of deficiency shall include:
 - (1) the name of any M/WBE which is not acceptable for the purpose of complying with M/WBE participation goals;
 - (2) elements of the contract scope of work which the STATE has determined can be reasonably structured by the contractor to increase the likelihood of participation of M/WBE's; and
 - (3) other information which the STATE determines to be relevant to the utilization program.
- (c) The contractor shall respond to the notice of deficiency within seven days of receipt by submitting to the STATE a written statement which remedies the deficiencies in the original plan. If the written remedy which the contractor submits is not timely or is found by the STATE to be inadequate, the STATE shall so notify the contractor within five days and direct the contractor to submit a request for a partial or total waiver of M/WBE participation goals on forms to be provided by the STATE. The request for waiver must be submitted within five days of the contractor's receipt of a notice that the statement of remedy was untimely or inadequate.
- (d) A contractor who has made good faith efforts to obtain commitments from M/WBE subcontractors and suppliers prior to submitting its utilization program may request a waiver at the same time it submits its utilization program. If

a request for waiver is submitted with the utilization program, and is not accepted by the STATE at that time, the provisions of clauses (b) and (c), regarding the notice of deficiency and written remedy will apply. In this case, the contractor may submit a second request for waiver as directed by the STATE.

- (e) If the contractor does not submit a request for waiver, or if the STATE determines that the utilization program does not indicate that the M/WBE participation goals will be met and that the good faith efforts of the contractor have been inadequate to justify the granting of the request for waiver, the STATE shall terminate the contract, or if the contract has not been executed, the STATE shall withdraw from contract negotiations. Notice of termination or withdrawal, along with a denial of a request for waiver, where applicable, shall be delivered to the contractor no later than twenty days after the STATE receives the request for waiver.
- (f) The contractor shall attempt to utilize, in good faith, any MBE or WBE identified within its utilization program, at least to the extent indicated in the program.

IV. Administrative Hearing on Disqualification of Contractor.

- (a) If the STATE disqualifies the contractor on the ground that the contractor has failed to remedy deficiencies in its utilization program or document good faith efforts to remedy such deficiencies, the contractor shall be entitled to an administrative hearing, on the record, before a hearing officer appointed by the STATE, to review the determination of disqualification of the contractor.
- (b) The hearing officer's determination shall be a final administrative determination of the STATE and shall be reviewable by a proceeding brought pursuant to the Civil Practice Law and Rules, provided such proceeding is commenced within thirty days of notice given by certified mail, return receipt requested, rendering such final administrative determination in accordance with the provisions of section 313 of the Executive Law.
- (c) Such review shall be commenced in the Supreme Court, Appellate Division, Third Department, and shall be heard and determined in preference to all other civil business pending therein, except election matters, irrespective of position on the calendar. Appeals taken to the Court of Appeals of the State of New York shall be subject to the same preference.

V. Good Faith Efforts. In order to show that it has made good faith efforts to comply with the M/WBE participation goals of this contract, the contractor shall submit such documentation as will enable the STATE to make a determination in accordance with the following criteria:

- (a) Did the contractor submit a completed, acceptable utilization program and EEO program aimed at meeting the goals for the participation of minorities and women in the contract?
- (b) Did the contractor place advertisements in appropriate general circulation, trade and minority or woman-owned publications in a timely fashion?
- (c) Did the contractor make written solicitations to women and minority-owned business enterprises listed in the directory of certified businesses in a timely fashion and include plans, specifications and contract terms? Did the businesses solicited respond in a timely fashion?
- (d) Could the contractor have reasonably structured the work to be performed under subcontracts so as to increase the likelihood of participation by certified businesses?
- (e) Did the contractor attend any prebid or preaward meetings scheduled by the STATE with M/WBE's which the STATE determined were capable of performing work or supplying materials on the contract?
- (f) Were the subcontract terms and conditions offered to M/WBE's comparable to those offered in the ordinary course of the contractor's business to other subcontractors on the contract?
- (g) Did the contractor make payments to M/WBE subcontractors and suppliers in a timely fashion?

VI. Reports. The contractor shall submit, and shall require subcontractors to submit, reports showing the participation of all business enterprises on this contract, including minority and women-owned business enterprises on forms and at intervals to be established by the STATE. Reports not submitted at such times as shall be required by the STATE shall be cause for the STATE to delay implementing scheduled payments to the contractor.

VII. Contractor's Failure or Inability to Meet M/WBE Participation Goals.

- (a) If the contractor, after making good faith efforts, is unable to comply with a contract's M/WBE participation goals, the contractor may submit a request for a partial or total waiver on forms provided by the STATE. If the documentation required with the request for a waiver is complete, the STATE shall evaluate the request and issue a written notice of acceptance or denial within twenty days of receipt.
- (b) If the STATE, upon review of the contractor's utilization program and compliance reports, determines that the contractor is failing or refusing to comply with M/WBE participation goals, and no waiver has been issued in regards to such non-compliance, the STATE may issue a notice of deficiency to the contractor. The contractor must respond to the notice within seven days of receipt. This response may include a request for partial or total waiver of M/WBE participation goals.

VIII. Contractor and Agency Complaints, Arbitration.

- (a) If the contractor submits a request for a waiver of M/WBE participation goals and the STATE denies the request or fails to respond within twenty days of receiving it, the contractor may file a complaint with the Director according to the provisions of section 316 of Article 15-A of the Executive Law. The complaint must be filed within twenty days of the STATE's receipt of the request for waiver, if the STATE has not responded in that time, or within twenty days of a notification that the request has been denied by the STATE.
- (b) If the contractor fails to respond to a notice of deficiency, the STATE may file a complaint with the Director pursuant to section 316 of Article 15-A of the Executive Law.
- (c) A complaint shall set forth the facts and circumstances giving rise to the complaint together with a demand for relief.
- (d) The party filing a complaint, whether the contractor or the STATE, shall deliver a copy to the other party. Both the complaint and the copy shall be delivered by either personal service or by certified mail, return receipt requested.
- (e) Upon receipt of a complaint, the Director shall provide the party against whom the complaint has been filed with an opportunity to respond to the complaint. If within thirty days of receipt of the complaint, the Director is unable to resolve the complaint to the satisfaction of the STATE and the contractor, the complaint shall be referred to the American Arbitration Association for resolution pursuant to section 316 of Article 15-A of the Executive Law and the applicable requirements of Article 75 of the Civil Practice Law and Rules.
- (f) Upon conclusion of the arbitration proceedings, the arbitrator will submit to the Director his or her award regarding the alleged violation of the contract or the refusal of the STATE to grant a waiver request by the contractor. The award of the arbitrator with respect to an alleged violation of the contract or the refusal of the state agency to grant a waiver shall be final and may be vacated or modified only as provided by Article 75 of the Civil Practice Law and Rules.
- (g) Upon conclusion of the arbitration proceedings and the rendition of an award, the arbitrator will also recommend to the Director a remedy, including, if appropriate, the imposition of sanctions, fines or penalties. The Director will either;
 - (1) adopt the recommendation of the arbitrator;
 - (2) determine that no sanctions, fines or penalties should be imposed; or
 - (3) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or imposed by any new sanction, or increase the amount of any recommended fine or penalty.
- (h) The Director, within ten days of receipt of the arbitrator's award and recommendations, will file a determination of such matter and shall cause a copy of such determination to be served upon the parties by personal service or by certified mail, return receipt requested. The determination of the Director as to the imposition of any fines, sanctions, or penalties shall be reviewable pursuant to Article 78 of the Civil Practice Law and Rules.
- (i) The determination of the STATE or the contractor to proceed with a complaint shall not preclude the STATE, in its discretion, from pursuing any other remedies which it may have pursuant to law and the contract.

IX. Subcontracts. The contractor will include the provisions of sub-paragraphs (v) and (viii) above in every subcontract, as defined in sub-paragraph (ii), in such a manner that such provisions will be binding upon the subcontractor as to work in connection with this contract.

4. Non-Discrimination. The CONTRACTOR shall not limit access or discriminate in the operation of the facilities against any person on the basis of place of residence, race, creed, color, national origin, sex, age, disability or marital status.

APPENDIX B – BUDGET
RTP-07-LI-01 - Town of Riverhead, Calverton Park Recreational Trail

The detailed estimated budget for the project as outlined in this AGREEMENT is as follows:

<u>PROJECT ELEMENT</u>	<u>COSTS</u>
Development:	
To include asphalt surfacing over former service road creating 8.9 miles of trail	\$325,000.00
	<hr/>
TOTAL COST	<u><u>\$325,000.00</u></u>

FUNDING BREAKDOWN:

FEDERAL Share	\$100,000.00
CONTRACTOR Share	\$225,000.00

Percent of Reimbursement: 30.76%

APPENDIX C - PAYMENT AND REPORTING SCHEDULE
RTP-07-LI-01 - Town of Riverhead, Calverton Park Recreational Trail

- I.** Amount of Grant Award: **\$100,000.00**
- II.** The STATE agrees to make available to the CONTRACTOR a sum not to exceed the funding amount identified on the face page hereof. The STATE share shall cover no more than 30.76 percent of eligible expenditures for any reimbursement request under this AGREEMENT. The grant reimbursement rate is determined by the ratio of funding amount to the total project cost in accordance with the budget (Appendix B). Cost overruns must be funded by the CONTRACTOR.
- III.** The STATE'S share of the project cost as set forth in this AGREEMENT shall be paid to the CONTRACTOR as follows:
- A. INSTALLMENT PAYMENTS:** the CONTRACTOR shall be reimbursed as expenditures accrue for costs incurred from the project as outlined in Appendix B. Payments shall be made upon review and approval of appropriate plans, specifications, expenditure and project documentation to the satisfaction of the STATE, and if the project involves the acquisition of real property, clear title documentation to the satisfaction of the Attorney General. No more than 2 installments shall be allowed prior to the final installment
- B. A FINAL INSTALLMENT** of not less than 10% of the STATE'S share of the total cost shall be made upon:
- (1) satisfaction of all Appendix E Special Conditions
 - (2) completion of the project to the satisfaction of the STATE,
 - (3) an accounting of all funds received,
 - (4) review and approval of any Final Reports, as may be required,
 - (5) performance of a Final On-Site Inspection by the STATE,
 - (6) a list of facilities developed and acres acquired, an as-built and as-acquired site map* and a final boundary map*. When parkland is involved, a map of the entire park, even if the subject of the grant involves property that is less than the entire park. The boundary map should show both: {a} the actual boundaries of the entire park in yellow, and in enough detail to be legally sufficient to identify the parkland, and {b} the actual boundaries of those parcels that are the subject of an acquisition or donation, color-coded and keyed to the "Schedule 1 - Summary Sheet Per Parcel" form. Acceptable methods of identification are: {1} metes and bounds (preferred), {2} deed references, {3} adjoining water bodies or other natural landmarks, {4} government survey, {5} adjoining ownerships and/or {6} adjoining easements of record. Where one or more of these methods are not suitable for identification, measurements from permanent locators may be used. It is recommended that the map itself clearly show pertinent features such as roads, road names and numbers, bodies of water, buildings, structures, etc. The map must also identify all known outstanding rights and interests held by others, as well as known easements, deed/lease restrictions, reversionary interests, etc. The map must also include the title and number of the project, date of map preparation and name and signature of authorized officer,
 - (7) if an amendment is required, a fully executed document must be on file prior to release of final reimbursement and formal close-out of the project,
 - (8) approval by the STATE of documentation showing efforts made to satisfy requirements for the participation by New York State Businesses and Minority Group Members and Women with Respect to State Contracts,
 - (9) Capital construction projects and/or acquisition projects with a grant amount of \$99,999 or less shall provide an *Agreed Upon Procedure Review* of the grant, performed by a certified public accountant currently licensed by the NYS Board of Public Accountancy, in accordance with attestation standards established by the American Institute of certified Public Accountants and in accordance with *Government Auditing Standards* issued by the Comptroller General of the United States of America.
 - (10) Capital construction projects and/or acquisition projects with a grant amount of \$100,000 or more shall provide an audit of the *Statement of Contract Revenues and Contract Expenditures* as performed by a certified public accountant currently licensed by the NYS Board of Public Accountancy in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.

*May be prepared on one map.

- IV. Payment shall be made upon approval by the STATE and audit and warrant of the State Comptroller of Vouchers executed by an authorized officer of the CONTRACTOR accompanied by such receipts and documents verifying expenditures as may be required by the STATE.
- V. The CONTRACTOR shall submit, with each payment request, a certificate executed by an authorized officer, which shall attest that said payment does not duplicate a request for payment, or any payment received, from any other source for goods or services under this AGREEMENT.
- VI. The designated payment office shall be New York State Office of Parks, Recreation and Historic Preservation, Agency Building One, Empire State Plaza, Albany, New York 12238, Attention: Grants Unit, 16th Floor.
- VII. Within fifteen days of receiving the voucher, the STATE shall notify the CONTRACTOR of any problem with the voucher; for example, whether there are mistakes on the voucher or additional documents must be submitted. Once the CONTRACTOR has submitted a voucher to the STATE, the STATE will review and audit the voucher and submit it to the State Comptroller within thirty days.
- VIII. The STATE shall make periodic inspections of the project both during its implementation and after its completion to assure and progress of the work, and provide for such access and inspection by the STATE in all construction contracts relating to the project.
- IX. The CONTRACTOR can receive reimbursements of all or any part of the above referenced schedule provided the appropriate expenditure and project documentation is submitted and approved by the STATE.

APPENDIX D - PROGRAM WORKPLAN
RTP-07-LI-01 - Town of Riverhead, Calverton Park Recreational Trail

I. PROJECT NARRATIVE: The Town of Riverhead has committed \$5.1 million towards the design and construction of athletic fields adjacent to the location proposed for the Calverton Park Recreational Trail. The proposed 8.9 mile long, non-motorized, fitness trail will augment the four ballfields and four multi-purpose fields and provide recreational opportunities for bicyclists, walkers, runners and other non-team oriented sports. The trail will surround an office and industrial park.

II. ARTICLE 15A PARTICIPATION:

The STATE has established the following goals for the participation of certified minority and women-owned businesses (MWBEs) on this project:

MBEs, 5.8 % of total dollar value
WBEs, 6.9 % of total dollar value

The CONTRACTOR shall comply with the provisions of the document labeled Appendix A1, which is attached to and made a part of this AGREEMENT.

III. PROJECT TERM: 8/21/2007 - 12/31/2009

IV. PROJECT SCHEDULE:

The following Schedule is a recommended timeframe for monitoring major thresholds, which will result in completion of the grant by the scheduled ending date. This does NOT describe all the required steps involved in meeting these thresholds, nor is it intended to be a precise calendar. Nevertheless, not only is the schedule to be used as a monitoring tool by the CONTRACTOR and by the STATE, non-adherence to these timeframes without acceptable justification will be used as criteria in determining grant cancellation. The project documentation listed below should be submitted for approval/acceptance by the STATE as follows:

ITEM	DATE DUE
THE FOLLOWING ITEMS MUST BE SATISFIED BEFORE STARTING THE BIDDING PROCESS:	
Final Plans and Specifications	March 2008
UPON SATISFACTION OF THE ABOVE, PROCEED WITH THE FOLLOWING:	
Bidding Process Commences	March 2008
Bid Award	April 2008
MWBE Utilization Program	April 2008
Start of Construction	May 2008
EEO/MWBE Required Reports	MONTHLY BEGINNING June 2008
Payment Requests	ONGOING
Project Completion	December 31, 2009
Close-out Documentation Requirements (See Appendix C)	March 31, 2010

APPENDIX X - MODIFICATION AGREEMENT FORM - SAMPLE - do not sign

Period From:

Agency Code: 49070

To:

Project #: RTP-07-LI-01

Funding Amount for Period:

Contract #: C050108

This is an AGREEMENT between THE STATE OF NEW YORK, acting by and through the Office of Parks, Recreation and Historic Preservation, having its principal office at Agency Building One, Empire State Plaza, Albany, New York 12238 (hereinafter referred to as the STATE), and the Town of Riverhead having its principal office at 200 Howell Avenue, Riverhead, New York 11901 (hereinafter referred to as the CONTRACTOR), for modification of Contract Number C050108, as amended in attached Appendix.

All other provisions of said AGREEMENT shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the dates appearing under their signatures.

CONTRACTOR:

STATE AGENCY:

Town of Riverhead

New York State Office of Parks,
Recreation and Historic Preservation

By:

By:

Printed Name:

Date:

Printed Title:

State Agency Certification:

Date:

"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."

STATE OF NEW YORK

)

) SS.:

County of

)

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

(Notary Public, State of New York)

ATTORNEY GENERAL:

Approved:

Thomas P. DiNapoli
State Comptroller

By _____

Date _____

APPENDIX E - SPECIAL CONDITIONS AND REQUIREMENTS
RTP-07-LI-01 -Town of Riverhead, Calverton Park Recreational Trail

1) *The CONTRACTOR shall provide the following to the State prior to the final execution of this agreement:-*

- A copy of the Good Faith Effort Program Outline
- If the CONTRACTOR is the owner of the subject property, a copy of the deed must be provided. If the Contractor is NOT the owner, then copies of all Leases, Easements or Land Use Agreements must be provided. Any changes to these agreements, must be reviewed and approved by the STATE.

2) *The Contractor shall comply with the following additional conditions for this project:*

- Public Access: The CONTRACTOR agrees to keep the subject property accessible and open to the public for a minimum of 20 years or the useful life of the equipment.
- Any fees that are charged for the use of trails funded by this grant are subject to review by the State.
- In the case that this grant involves state land, the grant recipient shall have in place at all times, a current, approved agreement with the agency of jurisdiction that specifies compliance for the elements funded with this grant. If equipment is funded, the agreement must cite compliance for the specific equipment being funded. The grant recipient shall perform maintenance and/or operate equipment in compliance with said agreement.
- In the event of any unanticipated archeological discoveries, the CONTRACTOR shall stop all work and notify the STATE immediately. Work shall not resume until the STATE determines how any previously undiscovered archeological remains will be treated. Special attention shall be given to any discovery of burials, graves, or human remains.

APPENDIX F - PROGRAM SPECIFIC REQUIREMENTS
RTP-07-LI-01 - Town of Riverhead, Calverton Park Recreational Trail

I. Construction Requirements.

- A. Any consultant contract in the amount of twenty-five thousand dollars (\$25,000) or more for architectural, engineering or design services shall be awarded on a competitive basis after the CONTRACTOR has developed and publicized a Request for Proposal; a copy of the Request for Proposal and documentation of all responses shall be included with submission by the CONTRACTOR of any voucher for payment for such services.
- B. Contract plans, specifications, and cost estimates shall be submitted to the STATE for review prior to the letting of any construction contract by the CONTRACTOR. Once all changes have been made and agreed to by the STATE and the CONTRACTOR, the CONTRACTOR shall submit three copies of the plans, specifications and cost estimates to the STATE. The STATE shall verify that the plans, specifications and cost estimates are in conformance with the work described in "APPENDIX B - BUDGET" and shall so notify the CONTRACTOR in writing; the STATE shall further verify that appropriate documents have been prepared by a professional licensed to practice in the State of New York. A complete set shall be returned to the CONTRACTOR by the STATE and shall be kept on the project site at all times. All plans and specifications as reviewed shall become part of this AGREEMENT, and no change or revision may be made to such plans and specifications without the express written consent of the STATE.
- C. Contracts for construction in excess of twenty thousand dollars (\$20,000) shall be awarded after competitive bidding in accordance with the provisions of the General Municipal Law. A certified copy of a summary of all bids shall be submitted to the STATE prior to awarding a contract and an executed copy of the construction contract will thereafter be submitted to the STATE.
- D. The CONTRACTOR shall be responsible for assuring that the project is designed and constructed in conformance with the Uniform Federal Accessibility Standards (UFAS - Appendix A to 41 CFR part 101- 19.6), the Americans with Disabilities Act Accessibility Guidelines (ADAAG - Appendix A to 28 CFR part 36) and the New York State Uniform Fire Prevention and Building Code (parts 1100-1102 of Title 9 NYCRR). Where there are discrepancies among the sets of standards with regard to a particular design/construction requirement, the one providing for the greatest degree of accommodation for the disabled shall apply.
- E. It is the CONTRACTOR'S responsibility to assure that all work on the project complies with all applicable federal, state and/or local laws including, but not limited to, zoning ordinances and building codes.
- F. All purchase contracts involving an expenditure of more than ten thousand dollars (\$10,000) shall be awarded to the lowest responsible bidder furnishing the required security after advertisement for sealed bids in the manner provided for in section 103 of the General Municipal Law.
- G. It is the CONTRACTOR's responsibility, pursuant to Section 57 of the Workers' Compensation Law, to maintain for STATE audit and review either proof that they have Workers' Compensation coverage for any employees, or a waiver statement from the New York State Department of Labor. The CONTRACTOR must also obtain from any contractor or sub-contractor hired to provide a service pursuant to this AGREEMENT, similar proof or waiver from the contractor or sub-contractor, and must maintain such documentation on file for audit.
- H. Goods and services which are not required by this contract to be procured by the CONTRACTOR pursuant to competitive bidding must be procured in manner so as to assure the prudent and economical use of grant moneys, to facilitate the acquisition of goods and services of maximum quality at the lowest possible cost under the circumstances, and to guard against favoritism, improvidence, extravagance, fraud and corruption.

II. Fees. The CONTRACTOR may charge a reasonable fee for the use of any facility which is part of the project.

- A. Except for the imposition of a differential fee schedule for non-residents of the municipality in which the project is located, the establishment of any preferential user fee for any person or entity is prohibited. Fees charged to non-residents shall not exceed twice those charged to residents.
- B. Where there is no charge for residents but a fee is charged to non-residents, non-resident fees cannot exceed fees charged for residents at comparable State or local public facilities.

- C. Reservation, membership or annual permit systems available to residents must also be available to non-residents and the period of availability must be the same for both residents and non-residents.
- D. This provision does not apply to non-resident fishing and hunting license fees.
- III. **Funding.** The CONTRACTOR hereby certifies that the funds made available by the STATE under this AGREEMENT shall not supplant local funds already appropriated or identified by the CONTRACTOR for the project.
- IV. **Termination.** The CONTRACTOR shall complete the project as set forth in this AGREEMENT, and failure to render satisfactory progress or to complete the project to the satisfaction of the STATE, may be deemed an abandonment of the project and cause for the suspension or termination of any obligation of the STATE. In the event the CONTRACTOR should be deemed to have abandoned the project for any reason or cause other than a national emergency or an Act of God, all monies paid to the CONTRACTOR by the STATE and not expended in accordance with this AGREEMENT shall be repaid to the STATE upon demand. If such monies are not repaid within one year after such demand, the State Comptroller of the State of New York may cause to be withheld from any State assistance to which the CONTRACTOR would otherwise be entitled an amount equal to the monies demanded (see Section III of this AGREEMENT).
- V. **Alienation.**
- a. The CONTRACTOR shall not sell, lease or otherwise convey in any manner or permit a change in use of the project, in whole or in part, for the period specified in the Appendix E of this AGREEMENT, unless it shall have first received the approval of the STATE.
 - b. The CONTRACTOR agrees to own or hold by lease or agreement and to maintain and operate the project for the period specified in the Appendix E of this AGREEMENT, from the date of the final disbursement of federal funds under this AGREEMENT. During such period, the CONTRACTOR shall not authorize the operation of the project, or any portion thereof, by any other person, entity, or organization pursuant to any management agreement, lease or other arrangement without first obtaining the written approval of the STATE.

Additional Federal Requirements

- I. **Fiscal Management.** In addition to the terms detailed in this AGREEMENT, all Federal requirements governing grants including the provisions of the Single Audit Act of 1984 (P.L. 98-502) and the Single Audit Act Amendments of 1996 (P.L. 104-156). Any CONTRACTOR receiving at least \$500,000 or more in Federal funds (from all sources), during the fiscal year, must provide a Single Audit Report or a Program Specific Audit.
- II. **Stevens Amendment.** When issuing statements, press releases, requests for proposals, bid solicitations and other documents in relation to the project, the CONTRACTOR shall clearly state (1) the percentage of the total cost of the project which will be financed with Federal money and (2) the dollar amount of Federal funds available for the project.
- III. **Hatch Act.** A municipal official or employee whose principal employment is in connection with an activity which is financed in whole or pursuant to this agreement is subject to the requirements of the Hatch Act (5 USC sections 1501 et seq) and may not be a candidate in a partisan election, use his or her position for the purpose of interfering with or affecting the result of an election, or coerce or advise any employee to support any political organization or candidate. (This statement is a summary of the requirements of the Hatch Act and may not include all of the provisions which are applicable, including those relating to exemptions and sanctions.)
- IV. **Lobbying.** No part of the money appropriated by an enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, to favor or oppose, by vote or otherwise, any legislation or appropriation by Congress, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation; but this shall not prevent officers or employees of the United States or its Departments or agencies from communicating to Members of Congress at the request of any Member, or to Congress through the proper official channels, requests for legislation or appropriations which they deem necessary for the efficient conduct of the public business.

March 4, 2008

Adopted

TOWN OF RIVERHEAD

RESOLUTION # 201

REJECTS BID FOR EAST CREEK MARINA
IMPROVEMENT PLAN – PHASE I
AND AUTHORIZES THE TOWN CLERK TO
RE-POST AND RE-PUBLISH NOTICE TO BIDDERS

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

WHEREAS, the Town Clerk was authorized to post and publish a Notice to Bidders for the East Creek Marina Improvement Plan – Phase I; and

WHEREAS, three (3) bids were received, opened and read aloud on the 4th day of February, 2008 in the Office of the Town Clerk at the time given in the Notice to Bidders; and

WHEREAS, all three bids received exceeded the estimated budget as well as the engineer's estimate.

NOW, THEREFORE, BE IT RESOLVED, after careful review and consideration the Riverhead Town Board be and does hereby reject any and all bids received in connection with the East Creek Marina Improvement Plan – Phase I; and

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

BE IT FURTHER RESOLVED, that the Town Board be and does hereby authorize the Town Clerk to post and publish the two attached Notice to Bidders to re-bid the East Creek Marina Improvement Plan – Phase I Dock Procurement Contract **and** the East Creek Marina Improvement Plan – Phase I Infrastructure Improvements and Dock Installation Contract in the March 13, 2008 issue of the official Town newspaper; and

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

TOWN OF RIVERHEAD
NOTICE TO BIDDERS

Sealed proposals for the East Creek Marina Improvement Plan – Phase I Dock Procurement will be received by the Town of Riverhead at the Office of the Town Clerk, Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, until 11:00 am on April 9, 2008 at which time they will be publicly opened and read aloud.

Plans and specifications may be examined and/or obtained on or about March 13, 2008 at the Office of the Town Clerk between the hours of 8:30 am and 4:30 pm weekdays, except holidays or by visiting the Town of Riverhead website: www.riverheadli.com and click on Bid Requests.

A non-refundable \$100.00 fee will be required for each copy of the Contract documents.

Each proposal must be submitted on the form provided in a sealed envelope clearly marked "East Creek Marina Improvement Plan – Phase I" and must be accompanied by a bid surety as stated in the Instructions to Bidders.

The Town of Riverhead reserves the right to reject any and all bids.

BY ORDER OF THE RIVERHEAD TOWN BOARD
Barbara A. Grattan, Town Clerk
Riverhead, NY 11901

THE VOTE
Buckley yes no Wooten yes no
Dunleavy yes no Blass yes no
Cardinale yes no
THE RESOLUTION WAS WAS NOT
THEREFORE DULY ADOPTED

TOWN OF RIVERHEAD
NOTICE TO BIDDERS

Sealed proposals for the East Creek Marina Improvement Plan – Phase I Infrastructure Improvements and Dock Installation will be received by the Town of Riverhead at the Office of the Town Clerk, Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, until 11:15 am on April 9, 2008 at which time they will be publicly opened and read aloud.

Plans and specifications may be examined and/or obtained on or about March 13, 2008 at the Office of the Town Clerk between the hours of 8:30 am and 4:30 pm weekdays, except holidays or by visiting the Town of Riverhead website: www.riverheadli.com and click on Bid Requests.

A non-refundable \$100.00 fee will be required for each copy of the contract documents.

Each proposal must be submitted on the form provided in a sealed envelope clearly marked “East Creek Marina Improvement Plant – Phase I – Infrastructure Improvements and Dock Installation” and must be accompanied by a bid surety as stated in the Instructions to Bidders.

The Town of Riverhead reserves the right to reject any and all bids.

BY ORDER OF THE RIVERHEAD TOWN BOARD
Barbara A. Grattan, Town Clerk
Riverhead, NY 11901

March 4, 2008

TOWN OF RIVERHEAD

Adopted

Resolution # 202

RATIFIES THE TERMS AND CONDITIONS OF EMPLOYMENT FOR CHRISTINE HUBBS

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

WHEREAS, the Town wishes to establish the terms and conditions of employment of Christine Hubbs in the exempt, confidential full-time position of Confidential Secretary in the Town Attorney's office; and

WHEREAS, the Town and Hubbs believe that written terms and conditions of employment are necessary to describe specifically their relationship and to serve as the basis of effective communication between them as they fulfill their governance and administrative functions in the operation of the Town; and

WHEREAS, this Agreement supersedes all prior agreements between the parties; and

NOW THEREFORE BE IT RESOLVED, the terms and conditions of Hubbs in her exempt, confidential position as Confidential Secretary in the office of the Town Attorney of the Town of Riverhead, shall, effective July 30, 2007, and continue until terminated by the Town or Hubbs on an at-will basis, as follows:

ARTICLE I

DURATION

1. This Agreement shall be effective as of July 30, 2007 and shall continue in full force and effect until and including the 31st day of December 2008.

2. In the event that the negotiations for an Agreement, effective January 1, 2009, fail to result in an agreement before the expiration of this Agreement, this Agreement will remain in full force and effect until the execution of a new agreement. In any case, the new Agreement shall be deemed to be effective as of January 1, 2009.

THE VOTE
Buckley yes no Wooten yes no
Dunleavy yes no Blass yes no
Cardinale yes no
THE RESOLUTION WAS WAS NOT THEREFORE DULY ADOPTED

ARTICLE II

RECOGNITION

1. The Town recognizes Hubbs' right to bargain for the terms and conditions of her employment with the Town. Both parties acknowledge that this Agreement is personal to Hubbs and shall not inure to her successor. Such recognition is for the period of this Agreement or extensions hereof.

2. Hubbs affirms that she does not assert the right to strike against the Town, or to assist or participate in any such strike, picket, job action or any work slowdown.

3. The Town recognizes Hubbs' right to designate a representative to appear on her behalf to discuss salaries, working conditions, grievances and disputes relative to the terms and conditions of this Agreement and to confer with Hubbs during working hours. The representative's activities shall not disrupt the orderly and smooth operation of Town government.

ARTICLE III

HOURS OF WORK

1. Hubbs' basic work week shall be 35 hours per week.

2. Hubbs shall be entitled to the same paid holidays as the civil service employees.

3. (a) Five (5) days personal leave will be granted.

(b) Personal leave may be accumulated with a maximum accumulation of one hundred and five (105) hours. At no time may Hubbs accumulation exceed the maximum accumulation. Unused personal time may not be converted to sick time.

(c) Personal leave must be approved by the Town Attorney. Hubbs must request such leave at least forty eight (48) hours in advance unless the personal leave is deemed to be an emergency of which he had no prior knowledge, in which case Hubbs must notify the Town Attorney or designee of such absence. Failure to notify the Town Attorney or designee of her absence will result in loss of pay for the day's absence.

4. Funeral Leave. Hubbs shall be entitled to four (4) consecutive working days leave of absence computed either from the day of death or the day following death, at Hubbs' option, for the death of Hubbs' spouse, child (including adopted children), father, mother, brother, sister, parents, parents-in-law, grandparents, grandparents-in-law, grandchildren, daughter-in-law, brother-in-law,

sister-in-law, son-in-law, or stepchild.

5. Jury Service. Hubbs will be paid her regular salary while performing jury service upon documentary proof being filed with the Town Attorney. Hubbs shall endorse the jury salary checks to the Town. Travel allowance or mileage compensation checks for jury service are to be retained by Hubbs.

6. Court Appearance. Hubbs' absence by reason of appearance as a defendant or witness on behalf of the Town in any court action involving the Town will be approved by the Town Attorney for the number of days necessary. Hubbs shall not lose any salary therefrom.

7. Parentage Leave. Hubbs shall receive a parentage leave as defined in the 2004-2007 CSEA contract, Article III, Section 5.

ARTICLE IV

VACATIONS

1. Hubbs shall be entitled to 70 hours (January 1 to December 31). Hubbs shall receive a pro-rated amount of vacation time for the period of July 30, 2007 through December 31, 2007. Hubbs shall receive increases in the amount of vacation time she is entitled to as outline in the 2004-2007 CSEA contract, Article IV, Sections 2, d., e., and f.

2. Hubbs, upon request, shall be paid her vacation pay prior to the vacation, providing she shall have given three (3) weeks' notice to the Town Attorney.

3. Upon retirement or termination of service, except for cause, Hubbs shall be compensated, in cash, for any accumulated vacation.

4. Hubbs may carry over any unused vacation hours from one (1) year into the following year, but in no event shall Hubbs carry over more than one hundred five (105) vacation hours from one year to the next.

5. Hubbs, at her option, shall be entitled to make an election to work the current year's allotted vacation time. Hubbs must provide written notification to the Town Attorney of the exercising of this option not fewer than thirty (30) days prior to the date of which payment is requested. The Town Attorney is to acknowledge receipt of this notification to the payroll personnel prior to payment. Payment is to be processed during the next overtime run. Payment will be the same method as outlined in the 2002-2004 Superior Officers' Contract, Article IX, Section C, excepting that the buyback shall be in blocks of three days per month and that the rate of pay shall be calculated at the time of payment based on a two hundred sixty (260) day work-year.

ARTICLE V

SICK LEAVE

1. Sick leave is absence necessitated by Hubbs' illness or other physical disability. Sick leave will be accumulated at the rate of one and one-quarter (1 1/4) days per month (fifteen {15} days per year), total accumulated sick leave of two hundred thirty (230) days. After two hundred thirty (230) days, additional paid sick leave may be granted in the sole discretion of the Town Board by resolution. In order to receive sick leave, Hubbs shall, when absent because of sickness for more than three (3) days, furnish the Town Attorney, when requested by him/her, with a medical certificate. Failure to furnish a medical certificate will result in loss of pay for absent days. The Town Board, in its discretion, may request a physical examination Hubbs before her return to work.

2. Hubbs, or her legal representative, upon retirement or severance, is entitled to cash payment for accumulated sick leave. Said payment shall be paid in a lump sum the value of her accumulated and unused sick leave to the extent of one hundred (100%) percent of the first two hundred and twenty-five (225) days thereof.

3. Hubbs may elect to reduce the sick time accrued under paragraph "1" (one) by filing a written election with the Town Attorney one (1) month prior to payment. Buy-out shall be in lots of ten (10) sick days. The rate of pay shall be calculated at the time of payment based on a two hundred sixty (260) day work-year. If Hubbs "buys-out" sick leave, she shall be permitted to re-accumulate sick days to a maximum of two hundred thirty (230) days.

4. Hubbs, if she falls ill while on vacation, upon presentation of a medical certificate certifying she was confined to bed for more than five (5) working days during her vacation, may charge this illness to sick leave upon proper notification to the Town Attorney and may take the same number of sick days as vacation days.

ARTICLE VI

GRIEVANCE PROCEDURE

1. Consideration of Grievance.

A grievance by Hubbs shall be made, in writing, to the Town Board. Upon receipt of the grievance, the Town Board may request Hubbs to submit any agreed statement of facts or her version of the facts, or any other documents that the Town Board may deem pertinent to the determination of the appeal.

The Town Board shall conduct a hearing within twenty (20) business days of receipt of an appeal. Within twenty (20) business days after the hearing, the Town Board shall make a decision based on its findings and advise Hubbs. The decision of the Town Board shall be final and all parties bound thereby.

2. Time of Hearings.

All discussions and hearings shall, so far as practicable, be conducted during working hours.

3. Representation.

Hubbs shall have the right at all times to representation of her choosing.

4. Limitations.

If a grievance occurs and cannot be resolved immediately, Hubbs shall obey all directives and shall present the grievance as soon thereafter as practicable. Grievances which are not presented within ten (10) days of the occurrence shall be deemed to have been abandoned.

5. Withdrawn Grievances.

Hubbs may withdraw a grievance at any point in the grievance procedure.

ARTICLE VII

PENSION AND LONGEVITY

Hubbs represents that she is a member of the New York State Employees Retirement System. As a Tier IV employee, she is a participant in the Article 15 Coordinated Retirement Plan.

Longevity payments shall be based on the present year's salary and the percentages shall be taken therefrom. Hubbs shall be paid longevity based on the following schedule:

- Four percent (4%) of base pay after ten (10) years of service.
- Five percent (5%) of base pay after fifteen (15) years of service.
- Seven percent (7%) of base pay after twenty (20) years of service.

ARTICLE VIII

HEALTH INSURANCE

1. The Town shall pay, on Hubbs' behalf, fifty (50%) percent of the cost of either the individual or family coverage for hospitalization under the Town Health Insurance Program, which shall be equal to the January 1, 1991 NYS Empire Core Plan Plus Medical and Psychiatric Enhancements. These plans shall also provide that the Town pays for one hundred (100%) percent coverage for Hubbs if she retires from the Town and Town shall also pay to the extent of fifty (50%) percent coverage on the premiums for her family.

2. The Town shall pay, on Hubbs' behalf, fifty (50%) percent of the cost of either the individual or family plan for dental coverage under the Riverhead Town Dental Plan.

3. The Town shall pay, on Hubbs' behalf, fifty (50%) percent of the cost of either the individual or family plan for optical coverage under the Riverhead Town Optical Plan.

4. Hubbs, at her option, may elect not to accept the Town's hospitalization coverage for a period of not less than one calendar year and receive the following payment during the first full pay period of each year the election is made: \$1,650 if Hubbs changes from family to no coverage; \$900 if Hubbs changes from family to individual coverage; \$750 if Hubbs changes from individual to no coverage. Also, at her option, Hubbs may elect not to accept the dental coverage for a period of not less than one calendar year and receive the following payment during the first full pay period of each year the election is made: \$230 if Hubbs changes from family to no coverage; \$150 if Hubbs changes from family to individual coverage; \$80 if Hubbs changes from individual to no coverage. Also, at her option, Hubbs may elect not to accept the optical coverage for a period of not less than one calendar year and receive a payment of twenty five dollars (\$25.00) during the first full pay period of each year the election is made. Hubbs must sign an application form each year and said application shall include an acknowledgment that she is covered under another plan.

ARTICLE IX

MANAGEMENT RIGHTS

1. Hubbs recognizes that all of the functions, rights, powers, responsibilities and authority of the Town which the Town has not specifically abridged, deleted, delegated, granted or modified by this Agreement are, and shall remain, exclusively those of the Town. Hubbs recognizes that the Town has the responsibility to manage the Town, direct its employees, determine the number of employees it will employ, has the right to hire, suspend, discharge, discipline, promote, demote, or transfer its employees, subject, however, to the provisions of the Civil Service Law.

Hubbs agrees, in recognition of management's rights, not to request the Town to bargain with respect to the preceding paragraph during the term of this Agreement, except as otherwise specifically provided for herein, either as to the basic decision or as to the effect of that decision upon wages, hours and other terms and conditions of employment. Any violation of the Agreement is subject to the Grievance procedure.

2. Hubbs and the Town Board recognize that strikes and other forms of work stoppages by Civil Service employees are contrary to law and public policy. Hubbs and the Town Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the normal duties necessary to the operation of the Town.

Hubbs, therefore, agrees that she will not engage in a strike, work stoppage, job action or concerted refusal to perform work.

ARTICLE X

GENERAL PROVISIONS

1. The Town agrees to provide legal counsel to defend Hubbs in any action arising out of an assault on Hubbs on Town business, and the Town hereby agrees to defend, indemnify, and hold Hubbs harmless for any and all acts performed for the Town, its agents and employees, including but not limited to preparation, certification and sealing of plans prepared exclusively for the Town, its agents and employees, provided Hubbs was acting within the scope of her employment

2. If Hubbs is injured or assaulted in the course of employment, she shall receive full salary until such time as his application for reinstatement to full duty status, or, in the event of permanent disability, her application for a disability pension be finally determined or by a physician's examination determining no further disability, whichever comes first. If Hubbs is injured on the job and reports the same to the Town Attorney, and has to be absent from work, no days shall be deducted from her sick leave for such injury. If Hubbs receives a compensation check for lost time due to a compensable injury, she shall endorse her check over to the Town. The above shall apply if Hubbs was acting within the scope of her employment.

3. A leave of absence, without pay, may be granted to Hubbs in the discretion of the Town Board for a maximum of six (6) months, upon written application therefore and good cause shown.

4. If Hubbs is absent without leave or without due notification to the Town Attorney, she shall suffer loss of pay for the days of such absence.

5. Hubbs will be paid every two (2) weeks on Thursday of the latter week.

6. Upon Hubbs' request to examine her official employment personnel file, she may be permitted to do so at the discretion of the Town Board. Any material classified as confidential shall not be subject to duplication by Hubbs, but she shall have an opportunity to read said material and make a written reply, which shall be inserted in her personnel folder.

7. Safety equipment shall be furnished by the Town Board to Hubbs at no cost to her.

8. The Town shall make available a safe and reliable vehicle to Hubbs for use on Town business.

9. The Town Board agrees to establishment of a chain of command. A written policy will be developed through conference and agreement of Hubbs and the Town Board. The establishment of a written policy detailing the chain of command will be completed within thirty (30) days of the signing of this Agreement.

ARTICLE XI

WAGES

Hubbs shall receive the following annual salary:

2007 - \$42, 000.00 prorated from July 1, 2007 through December 31, 2007.

2008 - \$43, 596.00

Hubbs' base salary for each remaining year of this Agreement shall not be less than that of the preceding year.

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

The Vote

Wooten Yes No

Buckley Yes No

Dunleavy Yes No

Blass Yes No

Cardinale Yes No

THE RESOLUTION ___ WAS ___ WAS NOT

THEREFORE DULY ADOPTED

Adopted

RESOLUTION # 203		ABSTRACT #08-08 February 21, 2008 (TBM 3/04/08)			
COUNCILMAN BUCKLEY offered the following Resolution which was seconded by					
COUNCILMAN WOOTEN					
FUND NAME		CD -1/15/08	CHECKRUN TOTALS	GRAND TOTALS	
GENERAL FUND	1	\$ 7,600,000.00	25,593.51	7,625,593.51	
PAL	4	\$ 5,000.00		5,000.00	
TEEN CENTER	5	\$ 10,000.00		10,000.00	
RECREATION	6	\$ 200,000.00		200,000.00	
SITE COUNCIL	7	\$ 2,000.00		2,000.00	
DARE PROGRAM	8	\$ 3,000.00		3,000.00	
CHILD CARE	9	\$ 140,000.00		140,000.00	
TOWN BOARD SPECIAL PROGRAM FUN	24	\$ 115,000.00	4,428.25	119,428.25	
SENIORS DAYCARE	27	\$ 40,000.00		40,000.00	
ECONOMIC DEVELOPMENT ZONE FUND	30	\$ 19,000.00	62.41	19,062.41	
HIGHWAY FUND	111	\$ 2,325,000.00	19,061.47	2,344,061.47	
WATER DISTRICT	112	\$ 730,000.00	17,413.40	747,413.40	
REPAIR & MAINTENANCE	113	\$ 95,000.00		95,000.00	
RIVERHEAD SEWER DISTRICT	114	\$ 2,500,000.00	2,129.39	2,502,129.39	
REFUSE & GARBAGE COLLECTION	115	\$ 882,000.00	30,000.00	912,000.00	
STREET LIGHTING DISTRICT	116	\$ 526,000.00	41,994.20	567,994.20	
PUBLIC PARKING DISTRICT	117	\$ 119,000.00	3,871.26	122,871.26	
BUSINESS IMPROVEMENT DIST	118	\$ 69,000.00		69,000.00	
AMBULANCE DISTRICT	120	\$ 159,000.00		159,000.00	
CALVERTON SEWER DISTRICT	124	\$ 395,000.00	1,699.30	396,699.30	
RIVERHEAD SCAVANGER WASTE DIST	128	\$ 1,590,000.00	831.31	1,590,831.31	
SEWER DISTRICT FUND	130	\$ 400,000.00		400,000.00	
WORKERS COMPENSATION	173	\$ 2,325,000.00		2,325,000.00	
RISK RETENTION FUND	175	\$ 600,000.00	5,850.25	605,850.25	
UNEMPLOYMENT	176	\$ 45,000.00		45,000.00	
REVOLVING LOAN PROGRAM	178	\$ 7,500.00		7,500.00	
CDBG CONSORTIUM ACOUNT	181	\$ 129,000.00	7,488.03	136,488.03	
PUBLIC PARKING DEBT SERVICE	381	\$ 22,500.00	30,048.49	52,548.49	
SEWER DISTRICT DEBT SERVICE	382	\$ 565,000.00		565,000.00	
WATER DISTRICT DEBT SERVICE	383	\$ 85,000.00	503,061.33	588,061.33	
GENERAL FUND DEBT SERVICE	384	\$ 8,775,000.00	252,840.52	9,027,840.52	
SCAVANGER WASTE DISTRICT DEBT	385		30,893.41	30,893.41	
SUFFOLK THEATER	386	\$ 530,000.00		530,000.00	
COMMUNITY DEVELOPMENT AGENCY	405	\$ 45,000.00		45,000.00	
TOWN HALL CAPITAL PROJECTS	406	\$ 34,000,000.00	2,500.00	34,002,500.00	
YOUTH SERVICES	452	\$ 125,000.00		125,000.00	
EISEP	454	\$ 5,000.00		5,000.00	
MUNICIPAL GARAGE FUND	626		565.42	565.42	
COMMUNITY PRESERVATION FUND	737	2,400,000.00	2,400.00	2,402,400.00	
CDA-CALVERTON	914	190,000.00		190,000.00	
				0.00	
TOTAL ALL FUNDS		67,773,000.00	982,731.95	68,755,731.95	

THE VOTE
 Buckley yes no Wooten yes no
 Dunleavy yes no Blass yes no
 Cardinale yes no
 THE RESOLUTION WAS WAS NOT
 THEREFORE DULY ADOPTED

Adopted

RESOLUTION # 203 ABSTRACT #08-09 February 28, 2008 (TBM 3/04/08)			
COUNCILMAN BUCKLEY			
offered the following Resolution which was seconded by			
COUNCILMAN WOOTEN			
FUND NAME	CD - NONE	CHECKRUN TOTALS	GRAND TOTALS
GENERAL FUND	1	884,666.55	884,666.55
RECREATION PROGRAM FUND	6	3,138.63	3,138.63
CHILD CARE CENTER BUILDING FUN	9	48.63	48.63
ECONOMIC DEVELOPMENT ZONE FUND	30	2,861.94	2,861.94
HIGHWAY FUND	111	600,890.55	600,890.55
WATER DISTRICT	112	64,225.09	64,225.09
RIVERHEAD SEWER DISTRICT	114	28,124.59	28,124.59
REFUSE & GARBAGE COLLECTION DI	115	5,390.91	5,390.91
STREET LIGHTING DISTRICT	116	7,928.96	7,928.96
PUBLIC PARKING DISTRICT	117	25,000.00	25,000.00
AMBULANCE DISTRICT	120	3,805.86	3,805.86
EAST CREEK DOCKING FACILITY FU	122	8,060.00	8,060.00
CALVERTON SEWER DISTRICT	124	869.42	869.42
RIVERHEAD SCAVANGER WASTE DIST	128	12,372.92	12,372.92
WORKERS' COMPENSATION FUND	173	1,415.10	1,415.10
CDBG CONSORTIUM ACOUNT	181	588.79	588.79
GENERAL FUND DEBT SERVICE	384	98,820.01	98,820.01
TOWN HALL CAPITAL PROJECTS	406	19,432.99	19,432.99
YOUTH SERVICES CAP PROJECT	452	4,562.67	4,562.67
SENIORS HELP SENIORS CAP PROJE	453	2,314.96	2,314.96
MUNICIPAL FUEL FUND	625	140	140
MUNICIPAL GARAGE FUND	626	33,148.37	33,148.37
TRUST & AGENCY	735	992,980.93	992,980.93
COMMUNITY PRESERVATION FUND	737	2,536.25	2,536.25
TOTAL ALL FUNDS		2,803,324.12	2,803,324.12

March 4, 2008

The **TOWN OF RIVERHEAD** approves the defense and indemnification for **PHILIP CARDINALE** for all purposes.

RESOLUTION # 204

COUNCILMAN BUCKLEY

_____ offered the following Resolution, which was seconded

by **COUNCILMAN WOOTEN**

WHEREAS, a law suit has been filed by Riverhead Park Corp., Stanley Blumenstein and Laurence Oxman, as plaintiffs naming the Town of Riverhead, Philip Cardinale, Barbara Blass, George Bartunek, Rose Sanders, Dawn C. Thomas and Leroy E. Barnes, Jr. as defendants under case number CV 07 4133 in the United States District Court of the Eastern District for the State of New York; and

WHEREAS, the law suit purportedly names the aforementioned parties both individually and in their official capacity;

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board pursuant to Town Law directs and authorizes the Town to defend and indemnify **PHILIP CARDINALE** for all purposes in the cause of action under case number CV 07 4133.

RESOLVED, that the Town Board permit and authorize the retention of individual counsel for the purposes of representation of any and all of the above parties pursuant to any and all contractual obligations and as otherwise permitted and authorized by any provision under the law.

Dunleavy Yes No Wooten Yes No

Blass Yes No Buckley Yes No

Cardinale Yes No

absent

abstain