

PUBLIC COMMENT ON ANY CDA RESOLUTION LISTED BELOW:

Res. #24 Accepts Annual Report and Annual Financial Report for 2007

PUBLIC COMMENT ON ANY REGULAR TOWN BOARD RESOLUTION LISTED BELOW:

- Res. #834 86 Landing Lane Chapter 54 Budget Adoption
- Res. #835 Water Department Budget Adjustment
- Res. #836 General Fund Budget Adjustment
- Res. #837 2008 CHIPS Reconstruction Road Improvement Project
- Res. #838 1119 Ostrander Avenue – Chapter 96 Budget Adoption
- Res. #839 29 Rabbit Run – Chapter 96 Budget Adoption
- Res. #840 Amends 2008 Salary Schedule and Contract (Chris Kempner)
- Res. #841 Amends 2008 Salary (Michael Reichel)
- Res. #842 Appoints Police Officers to the Police Department
- Res. #843 Ratifies and Approves Stipulation of Agreement
- Res. #844 Authorizes Supervisor to Execute Contract Agreement (Timothy Allen)
- Res. #845 Changes the Status of the Assistant Senior Citizen Center Manager (Donna Trojanowski)
- Res. #846 Ratifies the Retirement of a Construction Equipment Operator (Joseph Palermo)
- Res. #847 Ratifies the Retirement of Maintenance Mechanic II (Oliver Miles)
- Res. #848 Ratifies the Appointment of a Senior Justice Court Clerk (Tina Reyes)

- Res. #849 Ratifies the Appointment of a Call-In Recreation Specialist (Arts & Crafts Instructor) to the Riverhead Recreation Department (Carolyn Calandro)
- Res. #850 Ratifies the Appointments of Recreation Aides to the Riverhead Recreation Department (Elizabeth Flood, Kristen Kirchoff)
- Res. #851 Appoints a Justice Court Director (Roberta Morrissey)
- Res. #852 Terminates Probationary Employee (Dawn Piotrowski)
- Res. #853 Approves Special Permit Application of Omnipoint Communications, Inc. to Locate Eight Wireless Panel Antennae and Equipment Cabinets on Existing Sign Pylon on Property Located at Route 58 Riverhead, NY SCTM #0600-118-3-4
- Res. #854 Authorizes Town Clerk to Publish and Post Notice of Public Hearing Special Permit Petition of Beacon Wireless
- Res. #855 Authorizes Town Clerk to Publish and Post Notice of Public Hearing Special Permit Petition of Washwick Agency
- Res. #856 Ratifies Submission of Funding Application by Community Development to NYS DOT for Rail Access Rehabilitation at EPCAL
- Res. #857 Authorizes the Supervisor to Sign Contract with the New York State Affordable Housing Corporation for \$195,000 to Support the Town of Riverhead Home Improvement Program
- Res. #858 Ratifies Submission of Funding Application by Community Development to NYSERDA for Rail Access Rehabilitation at EPCAL
- Res. #859 Authorizes the Supervisor to Execute an Agreement with Air Mark Air Conditioning Corporation to Maintain Heating, Ventilation and Air Conditioning Systems at the Riverhead Town Police Department and Justice Court Building
- Res. #860 Authorizes the Supervisor to Execute an Agreement with Air Mark Air Conditioning Corporation to Maintain Heating, Ventilation and Air Conditioning Systems at the Riverhead Town George G. Young Community Center

- Res. #861 Approves Chapter 90 Application of Peconic Bay Medical Center (2nd Annual Polar Bear Plunge)
- Res. #862 Approves Chapter 90 Application of Peconic Bay Region/AACA (Antique Car Show)
- Res. #863 Approves Chapter 90 Application of East End Rowing Institute Ltd.
- Res. #864 Adopts a Local Law to Amend Chapter 108 Entitled, “Zoning” of the Riverhead Town Code (§108-3. Definitions. – Building Trade Shop)
- Res. #865 Adopts a Local Law Amending Chapter 108 “Zoning” to Include a New Article VII Entitled “Wind Energy Systems for Agricultural Uses” of the Code of the Town of Riverhead
- Res. #866 Authorizes the Town of Riverhead to Execute an Agreement with Sterling Testing Systems, Inc., to Provide Pre-Employment Background Screening and Drug Testing Information
- Res. #867 Authorizes the Supervisor to Execute an Agreement with County of Suffolk (Transportation Assistance Program)
- Res. #868 Authorizes the Town of Riverhead to Secure Premises Known as 86 Landing Lane, Baiting Hollow, Riverhead, New York, 11901
- Res. #869 Authorizes the Town of Riverhead to Direct Carmen and Diana Aliffi to Cut the Grass to a Height of No More than Four Inches at the Premises Known as 119 Ostrander Avenue, Riverhead, New York, 11901, SCTM #0600-104.00-01-030.00, Pursuant to Riverhead Town Code Chapter 96
- Res. #870 Authorizes the Town of Riverhead to Direct Amado Andrade to Cut the Grass to a Height of No More Than Four Inches at the Premises Known as 29 Rabbit Run, Riverhead, New York, 11901, SCTM #0600-084.00-02-034.04, Pursuant to Riverhead Town Code Chapter 96
- Res. #871 Ratifies Resolution Authorizing Legal Action against the Owners, Tenants, Occupants and Mortgagee of the Property Located on Route 25, Calverton, New York

- Res. #872 Authorizes Supervisor to Execute Agreement with Verizon Wireless Route 58 Tank, Riverhead Water District
- Res. #873 Rejects Bid and Authorizes Town Clerk to Republish & Repost Notice to Bidders for Electric Motor Emergency Repair/Replacement for Use by the Riverhead Water District
- Res. #874 Ratifies the Authorization to the Town Clerk to Post and Publish the Purchase of Cabinetry for the East Arts Council Carriage House
- Res. #875 Authorizes Town Clerk to Publish and Post Notice for Public Hearing Regarding Community Development Block Grant (“CDBG”) 2009 Funds
- Res. #876 Accepts 100% Site Plan Security of Montgomery Distributors, LLC (American Service Station, Jamesport)
- Res. #877 Accepts 100% Security of Suffolk County National Bank
- Res. #878 Authorizes the Release of Bonds for Kroemer Avenue Holdings Inc.
- Res. #879 Authorizing the Town of Riverhead to Order an Appraisal for Property Located at 542 East Main Street, Riverhead, Known as the East Lawn Building
- Res. #880 Authorizing the Town of Riverhead to Order an Appraisal for Property Located at 209 East Avenue, Riverhead
- Res. #881 Authorizes Town clerk to Publish and Post a Public Notice to Consider a Local Law to Amend Chapter 18 Entitled “Code of Ethics” of the Riverhead Town Code
- Res. #882 Authorizes Town Clerk to Publish and Post a Public Notice to Consider a Local Law to Amend Chapter 44 Entitled, “Agricultural Lands Preservation” of the Riverhead Town Code
- Res. #883 Resolution Subject to Permissive Referendum Authorizing the Sale of Town of Riverhead Parcels in Connection with Workforce Housing

- Res. #884 Resolution Subject to Permissive Referendum Authorizing the Sale of Town of Riverhead Parcels in Connection with Workforce Housing
- Res. #885 Authorizes Final Scope of Issues on Draft Environmental Impact Statement of Historic Village at Jamesport
- Res. #886 Awards Bid for Demolition of Structure at 1114 Woodcrest Avenue, Riverhead for Community Development
- Res. #887 Authorizes the Supervisor to Execute Sub Grant Agreements with Social Service Organizations Receiving Suffolk County 2008 Community Development Block Grant Funding
- Res. #888 Authorizes the Supervisor to Execute a Grant Agreement with Suffolk County for Funds to Support the Grangebél Park Comfort Station Renovation
- Res. #889 Grants Special Use Permits of Larry's Lighthouse Marina (DeMarco Galasso, Inc.)
- Res. #890 Adopts a Local Law to Ratify Zoning Map, Town of Riverhead, Suffolk County, New York
- Res. #891 Pays Bills

10/07/08

Adopted

TOWN OF RIVERHEAD
COMMUNITY DEVELOPMENT AGENCY
RESOLUTION # 24

ACCEPTS ANNUAL REPORT AND ANNUAL FINANCIAL REPORT FOR 2007

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

WHEREAS, the Public Authorities Accountability Act of 2005 (the "PAAA") includes Town of Riverhead Community Development Agency (the "CDA") in its definition of a local authority; and

WHEREAS, the PAAA requires the preparation and submission of an Annual Report and an Annual Financial Report to the State Comptroller.

THEREFORE BE IT RESOLVED that the board of directors of the Community Development Agency hereby accepts the 2007 Annual Report and 2007 Annual Financial Report (attached) of the Town of Riverhead Community Development Agency.

BE IT FURTHER RESOLVED that the Town Clerk shall provide notification of this resolution to the CDA and the Accounting Department.

THE VOTE

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

THE RESOLUTION WAS WAS NOT
THEREFORE DULY ADOPTED

**RIVERHEAD COMMUNITY DEVELOPMENT AGENCY
ANNUAL UPDATE DOCUMENT
FOR THE FISCAL YEAR ENDED 2007**

General Fund (A)
Balance Sheet

Code Description	FOR THE FISCAL YEAR ENDED 2006	EDP CODE	FOR THE FISCAL YEAR ENDED 2007
Assets			
Cash	\$ 74,985	A 200	\$ 7,957
Cash - Time Certificates	<u>\$ 1,150,000</u>	A 201	<u>\$ 480,000</u>
TOTAL Cash	<u><u>\$ 1,224,985</u></u>		<u><u>\$ 487,957</u></u>
Accounts Receivable	\$ -	A 380	\$ -
Accrued Interest Receivable	\$ 416	A 381	\$ 54
Allowance for Uncollected Receivable	<u>\$ -</u>		<u>\$ -</u>
TOTAL Other Receivables	<u><u>\$ 416</u></u>		<u><u>\$ 54</u></u>
Due from Other Governments	<u>\$ -</u>	A 440	<u>\$ -</u>
TOTAL Due from Other Governments	<u><u>\$ -</u></u>		<u><u>\$ -</u></u>
TOTAL Assets	<u><u>\$ 1,225,401</u></u>		<u><u>\$ 488,011</u></u>

**RIVERHEAD COMMUNITY DEVELOPMENT AGENCY
ANNUAL UPDATE DOCUMENT
FOR THE FISCAL YEAR ENDED 2007**

General Fund (A)
Balance Sheet

Code Description	FOR THE FISCAL YEAR ENDED 2006	EDP CODE	FOR THE FISCAL YEAR ENDED 2007
Liabilities & Fund Equity			
Accounts Payable	\$ -		\$ 25
Due to Other Funds	\$ -	A 489	\$ -
Due to Other Governments	\$ 125,000	A 631	\$ 4,008
Deferred Rental Revenue	\$ -	A 691	\$ -
TOTAL Due to	<u>\$ 125,000</u>		<u>\$ 4,033</u>
TOTAL LIABILITIES	<u>\$ 125,000</u>		<u>\$ 4,033</u>
Reserve for Encumbrances	\$ 13,080	A 821	\$ 101,171
TOTAL Reserve for Encumbrances	<u>\$ 13,080</u>		<u>\$ 101,171</u>
Fund Balance - Unreserved	\$ 1,087,321	A 911	\$ 382,807
TOTAL Fund Balance - Unreserved	<u>\$ 1,087,321</u>		<u>\$ 382,807</u>
TOTAL Fund Equity	<u>\$ 1,100,401</u>		<u>\$ 483,978</u>
TOTAL Liabilities and Fund Equity	<u>\$ 1,225,401</u>		<u>\$ 488,011</u>

**RIVERHEAD COMMUNITY DEVELOPMENT AGENCY
ANNUAL UPDATE DOCUMENT
FOR THE FISCAL YEAR ENDED 2007**

General Fund (A)
Results of Operation

Code Description	FOR THE FISCAL YEAR ENDED 2006	EDP CODE	FOR THE FISCAL YEAR ENDED 2007
Detail Revenues and Other Sources			
Agency Fees	\$ -	A 2170	\$ 250,000
TOTAL Departmental Income	<u>\$ -</u>		<u>\$ 250,000</u>
Interest and Earnings	\$ 45,783	A 2401	\$ 40,011
Lease Payments	\$ 26,021	A 2410	\$ 27,819
Sale of Real Property	\$ -	A 2660	\$ -
Sale of Equipment	\$ -	A 2665	\$ -
TOTAL Use of Money and Property	<u>\$ 71,804</u>		<u>\$ 67,830</u>
Refund of Prior Years Expenses	\$ -		\$ -
TOTAL Miscellaneous Income	<u>\$ -</u>		<u>\$ -</u>
State Aid	\$ -	A3789	\$ -
Federal Aid	\$ -	A4789	\$ -
TOTAL Federal/State Aid	<u>\$ -</u>		<u>\$ -</u>
TOTAL REVENUES	<u>\$ 71,804</u>		<u>\$ 317,830</u>
Interfund Transfers - Other Gov't	\$ -	A4789	\$ -
TOTAL Other Sources	<u>\$ -</u>		<u>\$ -</u>
TOTAL Revenues & Other Sources	<u>\$ 71,804</u>		<u>\$ 317,830</u>

**RIVERHEAD COMMUNITY DEVELOPMENT AGENCY
ANNUAL UPDATE DOCUMENT
FOR THE FISCAL YEAR ENDED 2007**

General Fund (A)

Results of Operation

Code Description	FOR THE FISCAL YEAR ENDED 2006	EDP CODE	FOR THE FISCAL YEAR ENDED 2007
Detail Revenues and Other Sources			
Planning & Management Development - Equipment	\$ 38,758	A8684.2	\$ -
Planning & Management Development - Contr Expen.	<u>\$ 409,392</u>	A8684.4	<u>\$ 753,890</u>
TOTAL Planning and Management Development	<u>\$ 448,150</u>	A8684.0	<u>\$ 753,890</u>
CDA Administration, Contr Expen.	<u>\$ -</u>	A8686.4	<u>\$ -</u>
TOTAL CDA Administrator	<u>\$ -</u>	A8686.0	<u>\$ -</u>
TOTAL Home and Community Service	<u>\$ 448,150</u>		<u>\$ 753,890</u>
TOTAL Expenditures	<u>\$ 448,150</u>		<u>\$ 753,890</u>
Other Uses			
Transfer to Other Governments	<u>\$ -</u>		<u>\$ -</u>
TOTAL Other Uses	<u>\$ -</u>		<u>\$ -</u>
TOTAL Detail Expenditures and Other Uses	<u>\$ 448,150</u>		<u>\$ 753,890</u>

**RIVERHEAD COMMUNITY DEVELOPMENT AGENCY
ANNUAL UPDATE DOCUMENT
FOR THE FISCAL YEAR ENDED 2007**

General Fund (A)
Results of Operation

Code Description	FOR THE FISCAL YEAR ENDED 2006	EDP CODE	FOR THE FISCAL YEAR ENDED 2007
ANALYSIS OF CHANGES IN FUND EQUITY			
FUND EQUITY-BEGINNING OF YEAR*	\$ 1,476,747	A8021	\$ 1,100,401
ADD-REVENUES AND OTHER SOURCES	\$ 71,804		\$ 317,830
DEDUCT-EXPENDITURES AND OTHER USES	<u>\$ 448,150</u>		<u>\$ 753,890</u>
FUND EQUITY-END OF YEAR*	<u>\$ 1,100,401</u>	A8029	<u>\$ 664,341</u>

* TOTAL INCLUDES RESERVED AND UNRESERVED FUND BALANCE IN GOVERNMENTAL FUNDS, OR RETAINED EARNINGS OR FUND EQUITY FOR PROPRIETARY FUNDS. ADJUSTMENTS TO BEGINNING FUND EQUITY RESULTING FROM A CORRECTION OF A PRIOR YEAR'S ACCOUNTING ERROR SHOULD BE REPORTED AS A PRIOR PERIOD ADJUSTMENT.

PLEASE EXPLAIN ALL PRIOR PERIOD ADJUSTMENTS BELOW.

DOUBLE ENTRY UNITS ** FUND EQUITY-END OF YEAR MUST AGREE WITH TOTAL FUND EQUITY AS SHOWN ON THE BALANCE SHEET.
SINGLE ENTRY FIRE DISTRICTS ** FUND EQUITY-BEGINNING OF YEAR PLUS TOTAL REVENUES MUST AGREE WITH FUND EQUITY-END OF YEAR PLUS TOTAL EXPENDITURES.

CDA ANNUAL REPORT for FY 2007

As required by the Bylaws of the Town of Riverhead Community Development Agency (CDA), the following information is provided for consideration and review by the Members of the CDA.

Membership- The Members of the Corporation shall be the members of the Riverhead Town Board, comprised of the following persons during FY 2007:

Phil Cardinale, Barbara Blass, George Bartunek, Edward Densieski and John Dunleavy. In addition, the CDA is served by: 2007 Executive Director Andrea Lohneiss, Chief Finance Officer Bill Rothaar and Contracting Officer Dawn Thomas. Neither members nor staff receive any compensation for their duties and responsibilities to the CDA

Background

The five member Riverhead Town Board is the governing legislative body and consists of a supervisor and four council members, all of whom are elected at large. The Town Board acts separately in its capacity as the CDA Board, which is empowered under New York State General Municipal Law to foster economic development. The CDA, established in 1982, has been proactive in fostering economic revitalization in the downtown business district and was a major impetus in the establishment of a 3.2 acre waterfront aquarium. In addition, the CDA took title to the former Naval Weapons Industrial Reserve Plant at Calverton in 1998 as the result of special federal legislation, and as such is charged with the task of overseeing economic development at the 2,900 acre site. Using powers granted under New York State Urban Renewal Law, pursuant to Section 505 of Article 15, the Community Development Agency has played a critical role in economic development at Calverton Enterprise Park, as well as downtown. Since 1998, this real property, improved with buildings and infrastructure, has been leased and sold pursuant to the disposition of property procedures of Section 507 of the Urban Renewal Law.

In its capacity as the economic development agency of the Town of Riverhead, the CDA also procures grant funds and administers numerous downtown revitalization projects and public improvement projects. The Community Development Agency has designated several additional Urban Renewal Areas for the purpose of encouraging neighborhood revitalization and economic development. The other

designated Urban Renewal Areas include: Millbrook Gables residential community, East Main Street Downtown Business District and Railroad Avenue. Within the designated boundaries of the urban renewal areas, available incentives are provided where feasible to attract investment and assist owners and businesses in improving their properties. Portions of the Calverton Enterprise Park and East Main Street Urban renewal Areas are designated Empire Zones. This designation was initiated and administered by the CDA for its economic development benefits. Low interest loans and grants have also been made available to increase investment in these targeted areas. For instance, within the East Main Street Urban Renewal Area, the CDA has successfully developed an aquarium as a major tourist attraction, recently sold the 1930s art deco Suffolk Theatre for reuse, has completed restoration of an 1881 historic opera house and invested \$500,000 in historic restoration of properties occupied by the East End Arts Council, as well as making possible new retail development on Peconic Avenue in a currently deteriorated structure.

Downtown Activity in 2007

Town staff continued work on the update of the 1993 East Main Street Urban Renewal Plan and preparation of a generic Environmental Impact Statement in conjunction with the comprehensive planning process as authorized by the CDA board in 2006. The Urban Renewal Plan and final GEIS will be completed in fall 2008 and were funded by Riverhead Renaissance LLC, the entity with which the CDA entered into a Master Developer Designation Agreement in 2006 for redevelopment of the East Main Street Urban Renewal Area.

Railroad Avenue Corridor Activity in 2007

In 2007, the CDA board held a hearing on the designation of Vintage Group, LLC, as a Qualified & Eligible Sponsor for the purchase and development of the parking lot owned by the Town of Riverhead located on Court Street together with the acquisition and development of some or all of the privately-owned properties located on the adjacent block bordered by Railroad Street, Griffing Avenue, Court Street and Cedar Avenue, for redevelopment consistent with the Town of Riverhead Urban Renewal Plan/Railroad Street Corridor adopted April 4, 1997.

Calverton Enterprise Park Activity in 2007

The CDA Board entered into contract with REPCAL LLC for the sale of approximately 300 acres in response to a Request for Proposals (“RFP”) to select

an experienced developer(s) for the redevelopment of approximately 600 acres of land zoned for industrial and office uses at Calverton Enterprise Park. The CDA Board designated REPCAL, LLC as a Qualified and Eligible Sponsor for the redevelopment project to include 300 acres of land zoned Industrial, a portion of the 600 acres.

In 2007 the CDA Board issued a RFP to select an experienced developer(s) for the redevelopment of approximately 755 acres as a Hotel Conference Center and/or other commercial-recreational uses as permitted by zoning. Several proposals were received and had been presented at public meetings by year-end. During 2007, the CDA board held a hearing on the CDA's designation of Riverhead Resorts LLC as a Qualified & Eligible Sponsor and was set to enter an agreement with Riverhead Resorts LLC in early 2008.

Agreements with regard to Calverton Enterprise Park entered into by the CDA in 2007 include:

- 1) an agreement with REPCAL LLC for the sale of 300 acres for high tech business park (light industrial) in response to 2006 RFP for vacant acreage; and
- 2) a license agreement with Eastern Long Island Audubon Society, Inc. for observation of bird populations; and
- 3) an agreement with Suffolk County Department of Economic Development for the administration of the Empire Zone Program
- 4) an agreement with New York State Department of Economic Development for the administration of the Empire Zone Program.

Grant Funding

The CDA applied for and received notification of a \$100,000 grant from the New York State Office of Parks, Recreation and Historic Preservation in 2006 for funding under the Recreational Trails Program towards the development of an 8.9 mile multisport athletic trail. No funds were received or expended by 2007 year-end. This project will augment a town park project initiated by the CDA in 2001 involving \$600,000 in grant funds from the New York State Office of Parks Recreation and Historic Preservation for public recreational improvements. Phase I was designed and engineered in 2006 and under construction in 2007.

OCTOBER 7, 2008

Adopted

TOWN OF RIVERHEAD

86 LANDING LANE
CHAPTER 54

BUDGET ADOPTION

RESOLUTION # 834

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

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

		<u>FROM</u>	<u>TO</u>
406.010010.411000.41064	Real Property Taxes	9,775	
406.086660.540000.41064	Contractual Expense		7,500
406.086660.549001.41064	Administrative Fee		2,275

THE VOTE

Wooten Yes No

Buckley Yes No *absent*

Dunleavy Yes No

Blass Yes No

Cardinale Yes No

October 7, 2008

Adopted

TOWN OF RIVERHEAD

WATER DEPARTMENT

BUDGET ADJUSTMENT

RESOLUTION # 835

COUNCILMAN WOOTEN offered the following resolution,

which was seconded by COUNCILWOMAN BLASS.

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

		<u>FROM</u>	<u>TO</u>
112.083200.541100	Repairs and Maintenance	12,000	
112.083200.542503	Chemical Expense		12,000

THE VOTE

Wooten Yes No

Buckley Yes No *absent*

Dunleavy Yes No

Blass Yes No

Cardinale Yes No

October 7, 2008

Adopted

TOWN OF RIVERHEAD

GENERAL FUND

BUDGET ADJUSTMENT

RESOLUTION # 836

COUNCILWOMAN BLASS

offered the following resolution,

COUNCILMAN DUNLEAVY

which was seconded by _____

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

		<u>FROM</u>	<u>TO</u>
001.031200.491255	E-911	24,200.00	
001.016800.524000	Equipment		24,200.00

THE VOTE

Wooten Yes No

Buckley Yes No *absent*

Dunleavy Yes No

Blass Yes No

Cardinale Yes No

October 7, 2008

Adopted

TOWN OF RIVERHEAD

2008 CHIPS RECONSTRUCTION
ROAD IMPROVEMENT PROJECT

BUDGET ADOPTION

RESOLUTION # 837

COUNCILMAN DUNLEAVY

_____ offered the following resolution,
which was seconded by _____

COUNCILMAN WOOTEN

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

		<u>FROM</u>	<u>TO</u>
451.053589.492500.45108	CHIPS	261,000	
451.051100.523030.45108	CHIPS - Road Reconstruction Imp		261,000

THE VOTE

Wooten Yes No

Buckley Yes No *absent*

Dunleavy Yes No

Blass Yes No

Cardinale Yes No

OCTOBER 7, 2008

Adopted

TOWN OF RIVERHEAD

1119 Ostrander Avenue – Chapter 96

BUDGET ADOPTION

RESOLUTION # 838

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

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

		<u>FROM</u>	<u>TO</u>
406.010010.411000.41066	Real Property Taxes	5,750	
406.086660.540000.41066	Contractual Expense		5,000
406.086660.549001.41066	Administrative Fee		750

THE VOTE

Wooten Yes No

Buckley Yes No *absent*

Dunleavy Yes No

Blass Yes No

Cardinale Yes No

OCTOBER 7, 2008

Adopted

TOWN OF RIVERHEAD

29 Rabbit Run – Chapter 96

BUDGET ADOPTION

RESOLUTION # 839

COUNCILWOMAN BLASS

offered the following resolution,

which was seconded by

COUNCILMAN DUNLEAVY

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

		<u>FROM</u>	<u>TO</u>
406.010010.411000.41065	Real Property Taxes	5,750	
406.086660.540000.41065	Contractual Expense		5,000
406.086660.549001.41065	Administrative Fee		750

THE VOTE

Wooten Yes No

Buckley Yes No *absent*

Dunleavy Yes No

Blass Yes No

Cardinale Yes No

October 7, 2008

TOWN OF RIVERHEAD

Adopted

Resolution # 840

AMENDS 2008 SALARY AND CONTRACT

COUNCILMAN DUNLEAVY

_____ offered the following
resolution, which was seconded by _____ COUNCILMAN WOOTEN

RESOLVED, that effective October 13, 2008 the salary of the following employee of the Town of Riverhead be amended as follows:

Christine Kempner Community Development Administrator \$ 95,000.00

BE IT FURTHER, RESOLVED, effective January 1, 2009 the Employee Contract between Ms. Kempner and the Town of Riverhead be amended to include a provision for 15 working days of vacation (January 1 to December 31).

The Vote

Wooten Yes No Buckley ^{absent} Yes-No
Dunleavy Yes No Blass Yes No
Cardinale Yes No

THE RESOLUTION ✓ WAS WAS NOT

THEREFORE DULY ADOPTED

October 7, 2008

Adopted

TOWN OF RIVERHEAD

Resolution # 842

APPOINTS POLICE OFFICERS TO THE POLICE DEPARTMENT

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

WHEREAS, the Suffolk County Department of Civil Service established List #07-5002-008 Police Officer OC on December 27, 2007; and

WHEREAS, extensive background investigations and personal interviews were conducted by the Suffolk County and Riverhead Town Police Departments to establish three (3) individuals eligible for hire by the Town of Riverhead Police Department.

NOW, THEREFORE, BE IT RESOLVED, effective October 20, 2008, Raymond La Porte, Taleb Adlah and Michael Carrieri are hereby appointed to the position of Police Officer; and

BE IT FURTHER RESOLVED, that this appointment is contingent upon the candidates successfully passing a drug test administered by the Town of Riverhead; and

BE IT FURTHER RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Raymond La Porte, Taleb Adlah, Michael Carrieri and the Chief of Police and the Office of Accounting.

BLASS YES NO

BUCKLEY YES NO *absent*

DUNLEAVY YES NO

WOOTEN YES NO

CARDINALE YES NO

**THIS RESOLUTION IS IS NOT
DECLARED DULY ADOPTED**

October 7, 2008

Adopted

TOWN OF RIVERHEAD

RESOLUTION # 843

RATIFIES AND APPROVES STIPULATION OF AGREEMENT

~~COUNCILMAN DUNLEAVY~~ offered the following resolution which was seconded by ~~COUNCILMAN WOOTEN~~

RESOLVED, that the Town Board hereby ratifies and approves the provisions of the stipulation of agreement by and between the Civil Service Employees Association and the Town of Riverhead for the contract years 2008-2010, and

BE IT FURTHER, RESOLVED, that the Town Clerk be and is hereby directed to forward a certified copy of this resolution to CSEA President Matthew Hattorff, Lamb & Barnosky, LLP, the Personnel Officer, and the Office of Accounting.

The Vote

Wooten Yes No

Buckley Yes No *absent*

Dunleavy Yes No

Blass Yes No

Cardinale Yes No

THE RESOLUTION WAS WAS NOT

THEREFORE DULY ADOPTED

October 7, 2008

TOWN OF RIVERHEAD

Adopted

Resolution # 844

AUTHORIZES SUPERVISOR TO EXECUTE CONTRACT AGREEMENT

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

BE IT HEREBY RESOLVED, that the Town Board of the Town of Riverhead hereby authorizes the Town Supervisor to execute an Employee Contract with the Deputy Sewer District Superintendent; and

BE IT FURTHER, RESOLVED, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to Timothy Allen, the Sewer District Superintendent, the Personnel Officer and the Office of Accounting

The Vote

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

THE RESOLUTION WAS WAS NOT

THEREFORE DULY ADOPTED

October 7, 2008

Adopted

TOWN OF RIVERHEAD

**CHANGES THE STATUS OF THE ASSISTANT SENIOR CITIZEN CENTER
MANAGER**

RESOLUTION # 845

COUNCILWOMAN BLASS

_____ offered the following resolution,

which was seconded by COUNCILMAN DUNLEAVY _____.

WHEREAS, the Town has received a voluntary request from Donna Trojanowski, the Assistant Senior Citizen Center Manager in the Riverhead Town's Senior Programs, asking that her status be changed to that of a part-time employee as defined by the Suffolk County Department of Civil Service rules and regulations; and

WHEREAS, the Director of the Senior Programs is willing to designate this position as a part-time position.

NOW, THEREFORE, BE IT RESOLVED, that this Town Board hereby changes the status of Donna Trojanowski to part-time Assistant Senior Citizen Center Manager effective October 13, 2008 at a salary proportionately reduced from her last full-time hourly rate.

BE IT FURTHER, RESOLVED, that the Town Clerk be, and is hereby, directed to send notification of this Resolution to Donna Trojanowski, the Senior Programs Director, the Accounting Office and the Personnel Officer.

The Vote

Wooten Yes No

Buckley Yes No *absent*

Dunleavy Yes No

Blass Yes No

Cardinale Yes No

THE RESOLUTION WAS WAS NOT

THEREFORE DULY ADOPTED

October 7, 2008

Adopted

TOWN OF RIVERHEAD

RATIFIES THE RETIREMENT OF A CONSTRUCTION EQUIPMENT OPERATOR

RESOLUTION # 846

COUNCILMAN DUNLEAVY

_____ offered the following resolution,

which was seconded by COUNCILMAN WOOTEN.

WHEREAS, the Town has received a letter from Joseph Palermo, a Construction Equipment Operator in the Riverhead Highway Department, indicating his intent to retire effective October 4, 2008.

NOW, THEREFORE, BE IT RESOLVED, that this Town Board hereby ratifies their acceptance of the retirement of Joseph Palermo.

BE IT FURTHER, RESOLVED, that the Town Clerk be, and is hereby, directed to send notification of this Resolution to Joseph Palermo, the Highway Department Superintendent, the Accounting Office and the Personnel Officer.

The Vote

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

THE RESOLUTION WAS WAS NOT

THEREFORE DULY ADOPTED

October 7, 2008

Adopted

TOWN OF RIVERHEAD

RATIFIES THE RETIREMENT OF A MAINTENANCE MECHANIC II

RESOLUTION # 847

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

WHEREAS, the Town has received a letter from Oliver Miles, a Maintenance Mechanic II in the Riverhead Water District, indicating his intent to retire effective September 27, 2008.

NOW, THEREFORE, BE IT RESOLVED, that this Town Board hereby ratifies their acceptance of the retirement of Oliver Miles.

BE IT FURTHER, RESOLVED, that the Town Clerk be, and is hereby, directed to send notification of this Resolution to Oliver Miles, the Superintendent of the Riverhead Water District, the Accounting Office and the Personnel Officer.

The Vote

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

THE RESOLUTION WAS WAS NOT

THEREFORE DULY ADOPTED

October 7, 2008

Adopted

TOWN OF RIVERHEAD

Resolution # 848

RATIFIES THE APPOINTMENT OF A SENIOR JUSTICE COURT CLERK

COUNCILWOMAN BLASS offered the following

resolution, which was seconded by COUNCILMAN DUNLEAVY

WHEREAS, a vacancy for a Senior Justice Court Clerk in the Justice Court has been created due to the retirement of the incumbent Senior Justice Court Clerk; and

WHEREAS, it is the recommendation of Judge Richard Ehlers and Judge Allen Smith to promote Tina Reyes to Senior Justice Court Clerk in this vacant position.

NOW, THEREFORE, BE IT RESOLVED, that this Town Board hereby ratifies the provisional appointment of Tina Reyes to the position of Senior Justice Court Clerk effective September 15, 2008 as found in Group 12, Step 10A of the Clerical and Supervisory Salary Schedule.

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

The Vote

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

THE RESOLUTION WAS WAS NOT

THEREFORE DULY ADOPTED

10/7/08

Adopted

TOWN OF RIVERHEAD

Resolution # 849

**RATIFIES THE APPOINTMENT OF A CALL-IN RECREATION SPECIALIST
(ARTS & CRAFTS INSTRUCTOR)
TO THE RIVERHEAD RECREATION DEPARTMENT**

COUNCILMAN DUNLEAVY

_____ offered the following resolution,

which was seconded by **COUNCILMAN WOOTEN**

RESOLVED, that Carolyn Calandro is appointed to serve as a Call-In Recreation Specialist (Arts & Crafts Instructor), effective September 27, 2008, to serve as needed on an at will basis and to be paid at the rate of \$25.00 per hour, and to serve at the pleasure of the Town Board; and

BE IT FURTHER, RESOLVED, that this position is subject to the following condition(s):

All applications and appropriate forms are to be completed (in the Office of Accounting) **PRIOR** to start date.

BE IT FURTHER, RESOLVED, that the Town Board hereby authorizes the Town Clerk to forward this Resolution to Carolyn Calandro, the Recreation Department the Accounting Office and the Personnel Officer.¹

				THE VOTE	
Buckley	<i>absent</i>	<input 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 <input checked="" type="checkbox"/> WAS <input type="checkbox"/> WAS NOT					
THEREFORE DULY ADOPTED					

¹ Rec./Kelly.Rec.Specialist- Arts&Crafts

October 7, 2008

Adopted

TOWN OF RIVERHEAD

Resolution # 850

RATIFIES THE APPOINTMENTS OF RECREATION AIDES TO THE RIVERHEAD RECREATION DEPARTMENT

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

RESOLVED, that this Town Board hereby ratifies the appointment of Elizabeth Flood and Kristen Kirchoff to serve as call-in Recreation Aides (Teen Center) effective September 21, 2008, and to serve as needed on an at will basis, and to be paid the rate of \$10.00 per hour, and to serve at the pleasure of the Town Board; and

BE IT FURTHER, RESOLVED, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to Elizabeth Flood, Kristen Kirchoff, the Recreation Department, the Accounting Office and the Personnel Officer.

The Vote

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

THE RESOLUTION WAS WAS NOT

THEREFORE DULY ADOPTED

October 7, 2008

Adopted

TOWN OF RIVERHEAD

Resolution # 851

APPOINTS A JUSTICE COURT DIRECTOR

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

WHEREAS, Roberta Morrissey has been serving as a temporary appointment in the position of Justice Court Director pursuant to Town Board Resolution #824; and

WHEREAS, it is the recommendation of Judge Richard Ehlers and Judge Allen Smith to permanently appoint Roberta Morrissey to the position of Justice Court Director.

NOW, THEREFORE, BE IT RESOLVED, that effective today, October 7, 2008, this Town Board hereby removes the temporary status of Ms. Morrissey's appointment, and permanently appoints her to the position of Justice Court Director as found in Group 6, Step 3A of the Administrative Salary Schedule.

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

The Vote

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

THE RESOLUTION WAS WAS NOT

THEREFORE DULY ADOPTED

October 7, 2008

Adopted

TOWN OF RIVERHEAD

Resolution # 852

TERMINATES PROBATIONARY EMPLOYEE

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

RESOLVED, that Dawn Piotrowski, employed as a Public Safety Dispatcher in the Riverhead Town Police Department, be terminated effective close of business, September 30, 2008, and

BE IT FURTHER, RESOLVED, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to Dawn Piotrowski, the Chief of Police, the Personnel Officer and the Office of Accounting.

The Vote

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

THE RESOLUTION WAS WAS NOT THEREFORE DULY ADOPTED

October 7, 2008

Adopted

TOWN OF RIVERHEAD

Resolution # 853

APPROVES SPECAIL PERMIT APPLICATION OF OMNIPOINT COMMUNICATIONS, INC. TO LOCATE EIGHT WIRELESSPANEL ANTENNAE AND EQUIPMENT CABINETS ON EXISTING SIGN PYLON ON PROPERTY LOCATED AT ROUTE 58 RIVERHEAD, NY SCTM# 0600-118-3-4

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

WHEREAS, applicant, Omnipoint Communications, Inc (hereinafter "applicant"), submitted an application for a special permit in accordance with Article XLI of the Town Code of the Town of Riverhead to affix eight panel antennae with equipment cabinets to an existing 65 high sign mast located at Tangier I located at 1770 West Main Street, Riverhead, NY designated as Suffolk County Tax Map Numbers 0600-118-3-4., and

WHEREAS, the Planning Department has reviewed the special permit application with attached plans dated February 7, 2007 depicting nine antennae prepared by John S. Stevens, P.E., and thereafter amended plans dated July 3, 2008 prepared by Neil Alexander MacDonald reducing the number of antennae from nine to eight; and

WHEREAS, the Planning Department reviewed the size, scope and consequences of the project and recommended that the proposed communications antennae with the size and scope of the proposed facility, no sanitary flow or other discernable wastes, minimal traffic impact permit classification of the proposed actions as a Type II Action under Part 617.5 (C) (7), and

WHEREAS, the Planning Department has prepared a staff SEQR report outlining the project impacts and recommending a negative declaration of significance be rendered, and

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

WHEREAS, a public hearing was held on July 15, 2008 and applicant's attorney appeared and presented proof in the form of expert affidavits and reports from Mitchell Baum, Sr. Radio Frequency Design Enginner, Freudenthal & Elkowitz Consulting Group, Inc, and Michael Lynch of Lynch Appraisal LTD. to address the criteria set forth in Article XLI 108-216 B(2) of the Riverhead Town Code, including but not limited to: gap

in service such that affixing the proposed antennae to existing sign will allow the utility to provide reliable and adequate telecommunications service to residents; proximity to residential structures and residential district boundaries; site and surrounding topography; and suitable or alternative technologies. In addition to above, the applicant filed a detailed report that the proposed antennae and the radio frequency electro magnetic emissions comply with FCC regulations, and

WHEREAS, the Town Board has carefully considered the merits of the special application, the SEQRA record to date, the report of the Planning Department, the report of the Suffolk County Planning Commission, the commentary made at the relevant public hearing, as well as all other relevant Planning, Zoning and Environmental information and criteria set forth in the Code of the Town of Riverhead with respect to telecommunications antennae and public utilities and determines as follows:

NOW, BE IT THEREFORE RESOLVED, that in the matter of the special use permit of Omnipoint Communications, the Riverhead Town Board hereby declares itself to be the Lead Agency pursuant to 6NYCRR Part 617, and

BE IT FURTHER RESOLVED, that in the matter of the special permit application of Omnipoint Communications, the Riverhead Town Board hereby makes the following findings:

- (i) The property lies within the Business F Zoning Use District which provides for wireless communication antennas as a special permitted use, and
- (ii) The applicant seeks to affix eight panel antennae with equipment cabinets to an existing 65 high sign mast located at 1770 West Main Street, Riverhead, NY to provide telecommunications technology in the form of wireless services to the public and as such, 108-58(B) provide for public utilities as a special permitted use; and
- (iii) The current use of the property as an outlet center, size of the property (47.7 acres) and proposed location of the antennae and equipment cabinets within 228 sq ft leased area meets all setback and lot coverage requirements, and
- (iv) The application seeks permission of a public utility to provide and improve telecommunications service to residents in the immediate surrounding area and individuals traveling upon and through the Town, and
- (v) The proposed application does not seek to construct a tower or structure but rather seeks to affix the antennae to an existing 65' sign pylon which will not hinder appropriate development and use of adjacent lands', and
- (vi) The applicant has satisfactorily addressed the general code provisions outlined in 108-214 including but not limited to inventory of existing sites, aesthetic requirements and reduction of visual obtrusiveness, and

- (vii) The applicant has satisfactorily addressed the criteria set forth in code provisions outlined in 108-216 including but not limited proximity to residential structures and residential district boundaries, nature of existing on adjacent and nearby properties, location of existing sites and need for location at site to provide reliable coverage, and ingress and egress to site, and
- (viii) The public interest is served by permitting applicant to affix eight panel antennae with equipment cabinets to an existing 65 high sign mast located at Tangier I, and
- (ix) The Town Board, as lead agency, determines that the size, scope and consequences of the proposed communications antennae with the size and scope of the proposed facility, no sanitary flow or other discernable wastes, minimal traffic impact permit classification of the proposed action as a Type II Action under Part 617.5 (C)

BE IT FURTHER RESOLVED, that based upon its findings, the Riverhead Town Board hereby approves the special permit application of Omnipoint Communications, Inc. to allow the affixing of eight (8) panel antennae upon an existing sign mast together with accessory equipment cabinet upon real property located at 1770 West Main Street, Riverhead, New York; such real property more particularly described as Suffolk County Tax Map Number 0600-118-3-4, and

BE IT FURTHER RESOLVED, that a copy of this resolution be forwarded to Omnipoint Communications, Inc or agent, the Building Department, the Town Attorney, the Fire Marshal, the Accounting Department and that a copy be scanned on to the Town Hall Share Drive for future reference.

THE VOTE

DUNLEAVY YES ___ NO BUCKLEY absent ~~YES~~ ___ NO

BLASS YES ___ NO WOOTEN YES ___ NO

CARDINALE YES ___ NO

THIS RESOLUTION WAS ___ WAS NOT
THEREFORE DULY ADOPTED

October 7, 2008

TOWN OF RIVERHEAD

Resolution # 854

Adopted

**AUTHORIZES TOWN CLERK TO PUBLISH AND POST NOTICE
OF PUBLIC HEARING
SPECIAL PERMIT PETITION OF BEACON WIRELESS**

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

WHEREAS, the Riverhead Town Board is in receipt correspondence from Vincent J. Messina, Jr. Esq. amending an existing special permit petition of Beacon Wireless to allow the construction of a wireless communication tower of eighty (80) feet in height upon real property located at New York State Route 25, Calverton, New York; such property more particularly described as SCTM 0600-118-4-8, and

WHEREAS, such amendment is required due to conditions made part of a New York Department of Environmental Conservation Permit (Wild Scenic Recreational Rivers) issued November 15, 2007, and

WHEREAS, the applicant has appeared before the Town Board, and

WHEREAS, the Town Board desires to conduct a public hearing at this time,
now

THEREFORE, BE IT

RESOLVED, that the Town Clerk be authorized to publish and post the attached notice of public hearing.

THE VOTE

DUNLEAVY YES NO BUCKLEY YES NO *absent*

BLASS YES NO WOOTEN YES NO

CARDINALE YES NO

THIS RESOLUTION WAS WAS NOT
THEREFORE DULY ADOPTED

**TOWN OF RIVERHEAD
NOTICE OF PUBLIC HEARING**

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 21st Day of October, 2008 at 7:35 o'clock pm, to consider the special permit petition of Beacon Wireless to allow the construction of a wireless communication tower of eighty (80) feet in height upon real property located at New York State Route 25, Calverton, New York; such property more particularly described as SCTM 0600-118-4-8, and.

Dated: Riverhead, New York

Date: October 7, 2008

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

October 7, 2008

Adopted

TOWN OF RIVERHEAD

Resolution # 855

**AUTHORIZES TOWN CLERK TO PUBLISH AND POST NOTICE
OF PUBLIC HEARING
SPECIAL PERMIT PETITION OF WASHWICK AGENCY**

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

WHEREAS, the Riverhead Town Board is in receipt of a special permit petition from Washwick Agency to allow the expansion of a non-conforming office use on real property located at East Main Street, Riverhead, New York; such property more particularly described as SCTM 0600-127-6-9, and

WHEREAS, a Full Environmental Assessment Form and supporting documentation was submitted as part of the petition, and

WHEREAS, the Riverhead Planning Department has reviewed the submission and recommended it be considered a Type II action pursuant to 6NYCRR Part 617.5(c)(7) as expansion of a nonresidential facility by less than 4,000sq.ft. gross floor area and not involving a change of zone or use variance, and

WHEREAS, the applicant has appeared before the Town Board, and

WHEREAS, the Town Board desires to conduct a public hearing at this time,
NOW

THEREFORE, BE IT

RESOLVED, that the Town Clerk be authorized to publish and post the attached notice of public hearing.

THE VOTE

DUNLEAVY YES NO BUCKLEY YES NO *absent*

BLASS YES NO WOOTEN YES NO

CARDINALE YES NO

THIS RESOLUTION WAS WAS NOT
THEREFORE DULY ADOPTED

**TOWN OF RIVERHEAD
NOTICE OF PUBLIC HEARING**

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 21st Day of October, 2008 at 7:30 o'clock pm, to consider the special permit petition of Washwick Agency to allow the expansion of a pre-existing non-conforming office use upon real property located at East Main Street, Riverhead, Calverton, New York; such real property more particularly described as Suffolk County Tax Map 0600-127-6-9.

Dated: Riverhead, New York

Date: October 7, 2008

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

October 7, 2008

**TOWN OF RIVERHEAD
RESOLUTION # 856**

Adopted

**RATIFIES SUBMISSION OF FUNDING APPLICATION BY COMMUNITY
DEVELOPMENT TO NYS DOT FOR RAIL ACCESS REHABILITATION AT EPCAL**

COUNCILMAN WOOTEN

offered the following resolution,

which was seconded by COUNCILWOMAN BLASS:

WHEREAS, the New York State Department of Transportation (NYSDOT) sponsors the Passenger & Freight Rail Assistance Program to fund freight and passenger rail projects during the State's 2008 Fiscal Year; and

WHEREAS, \$20 million is available under the Passenger & Freight Rail Assistance Program for infrastructure improvements that focus on improving freight capacity, removing trucks from our roads and generating business growth and development while reducing energy usage; and

WHEREAS, the Passenger & Freight Rail Assistance Program is a federal reimbursement program, not a grant program, thus the Town of Riverhead will pay project costs first then request reimbursement of eligible costs from NYSDOT; and

WHEREAS, the Town of Riverhead has adopted a Comprehensive Plan for the Town and a Comprehensive Reuse Plan for the Calverton Enterprise Park, property now known as "EPCAL", providing the basis for the rezoning of the former Grumman property; and

WHEREAS, the Town Board acting in its capacity as the Community Development Agency (CDA) desires to foster the continued development of infrastructure at the EPCAL site to encourage continued economic development at the site consistent with the comprehensive plans; and

WHEREAS, in furtherance of development of infrastructure at EPCAL, the Town Board seeks to solicit funds to support the Town of Riverhead Calverton Rail Access Rehabilitation and Development Project to and from EPCAL.

THEREFORE, BE IT RESOLVED, the Town Board ratifies the submission of a funding application by the Community Development Department to NYSDOT Passenger & Freight Rail Assistance Program for funds in the amount of \$340,000 towards the full cost of a Phase I Planning and Needs Analysis (\$50,000), a Phase II Conceptual Design & Cost Estimate for Selected Concept (\$60,000), and Phase III Preparation of Plans & Specifications for Bidding (\$230,000) for the Town of Riverhead Calverton Rail Access Rehabilitation and Development Project.

AND BE IT FURTHER RESOLVED, that the Town Clerk shall provide a notification of this resolution to the Accounting Department and the Community Development Department.

THE VOTE

Wooten Yes No

Buckley Yes No *absent*

Dunleavy Yes No

Blass Yes No

Cardinale Yes No

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

October 7, 2008

TOWN OF RIVERHEAD
RESOLUTION # 857

Adopted

AUTHORIZES THE SUPERVISOR TO SIGN CONTRACT WITH THE NEW YORK STATE AFFORDABLE HOUSING CORPORATION FOR \$195,000 TO SUPPORT THE TOWN OF RIVERHEAD HOME IMPROVEMENT PROGRAM

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

WHEREAS, the Town of Riverhead has offered low interest loans and grants to homeowner occupants for more than 30 years; and

WHEREAS, the need for assistance among Riverhead's low income residents, particularly fixed-income senior citizens has increased, while federal HUD funding has decreased, and thereby making other sources of funds necessary to support this program; and

WHEREAS, grant funding is available from the New York State Affordable Housing Corporation ("AHC") to provide funds to support the Town of Riverhead Home Improvement Program to stabilize and preserve neighborhoods/communities and improve owner-occupied housing by eliminating hazardous conditions in the homes of eligible low to moderate income residents who otherwise cannot afford to make such repairs; and

WHEREAS, the Community Development Department applied for and received an award of \$195,000 from AHC to support the Town of Riverhead Home Improvement Program with a 40% match to be provided from previously committed Suffolk County Community Development Block Grant ("CDBG") and contingency funds in the amount of \$130,000; and

NOW, THEREFORE, BE IT RESOLVED, that the Riverhead Town Board hereby authorizes the Town Supervisor to execute the grant contracts with AHC; and

BE IT FURTHER RESOLVED, that the Riverhead Town Board authorizes and instructs the Accounting Department to set up a budget for the above mentioned grant; and

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 absent
Dunleavy Yes No Blass Yes No
Cardinale Yes No

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

October 7, 2008

TOWN OF RIVERHEAD
RESOLUTION # 858

Adopted

**RATIFIES SUBMISSION OF FUNDING APPLICATION BY COMMUNITY
DEVELOPMENT TO NYSERDA FOR RAIL ACCESS REHABILITATION AT EPCAL**

COUNCILMAN DUNLEAVY

_____ offered the following resolution,

which was seconded by **COUNCILMAN WOOTEN** _____:

WHEREAS, the New York State Energy Research and Development Authority (NYSERDA) in partnership with the New York State Department of Transportation (NYSDOT) "seeks proposals with the goal of developing and/or demonstrating strategies and enabling commercial technologies that have the potential of reducing the emission of greenhouse gases and the consumption of petroleum product by reducing vehicle miles traveled (VMT) in New York State without adversely affecting the State's economy and quality of life;" and

WHEREAS, the Town of Riverhead has adopted a Comprehensive Plan for the Town and a Comprehensive Reuse Plan for the Calverton Enterprise Park, property now known as "EPCAL", providing the basis for the rezoning of the former Grumman property; and

WHEREAS, the Town Board acting in its capacity as the Community Development Agency (CDA) desires to foster the continued development of infrastructure at the EPCAL site to encourage continued economic development at the site consistent with the comprehensive plans; and

WHEREAS, in furtherance of development of infrastructure at EPCAL, the Town Board seeks to solicit funds to support the Town of Riverhead Calverton Rail Access Rehabilitation and Development Project to and from EPCAL.

THEREFORE, BE IT RESOLVED, the Town Board ratifies the submission of a funding application by the Community Development Department to NYSERDA Sustainable Transportation Systems Program Opportunity Notice 1239 for funds in the amount of \$75,000 towards the approximate \$88,000 cost of an engineering feasibility study and conceptual design for the Town of Riverhead Calverton Rail Access Rehabilitation and Development Project.

AND BE IT FURTHER RESOLVED, that the Town Clerk shall provide a notification of this resolution to the Accounting Department and the Community Development Department.

THE VOTE

Wooten Yes No

Buckley Yes No *absent*

Dunleavy Yes No

Blass Yes No

Cardinale Yes No

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

Adopted

10/7/08

TOWN OF RIVERHEAD

RESOLUTION # 859

AUTHORIZES THE SUPERVISOR TO EXECUTE AN AGREEMENT WITH AIR MARK AIR CONDITIONING CORPORATION TO MAINTAIN HEATING, VENTILATION AND AIR CONDITIONING SYSTEMS AT THE RIVERHEAD TOWN POLICE DEPARTMENT AND JUSTICE COURT BUILDING

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

WHEREAS, the Town of Riverhead is desirous of maintaining the heating, ventilation and air conditioning systems at the Riverhead Town Police Department and Justice Court Building; and

WHEREAS, procurement of heating, ventilation and air conditioning services are imperative in the safe and efficient operation of the Police Department and Justice Court Building; and

WHEREAS, Air Mark Air Conditioning Corporation is interested and capable of providing maintenance of the Police Department and Justice Court Building's heating, ventilation and air conditioning systems.

NOW THEREFORE BE IT RESOLVED, that the Supervisor is hereby authorized to execute the attached agreement with Air Mark Air Conditioning Corporation to maintain the heating, ventilation and air conditioning systems at the Riverhead Town Police Department and Justice Court Building.

BE IT FURTHER RESOLVED, that the Town Clerk is hereby directed to forward a certified copy of this resolution to Frederick T. Rurup, President, Air Mark Air Conditioning Corporation, 1566 Rocky Point Road, Middle Island, New York 11953; Office of the Supervisor; Town Engineering Department and the Office of the Town Attorney.

THE VOTE

Wooten	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Buckley	<input 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 Thereupon Duly Declared Adopted

SERVICE AGREEMENT

This Agreement made the _____ day of _____, 2008 between the TOWN OF RIVERHEAD, a municipal corporation organized and existing under the laws of New York, with its office located at 200 Howell Avenue, Riverhead, New York, 11901, and AIR MARK AIR CONDITIONING CORP., a corporation existing under the laws of the State of New York with a principal place of business at 1566 Rocky Point Road, Middle Island, New York, 11953.

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

1. SCOPE OF SERVICES

During the terms of this Agreement, Air Mark shall provide HVAC maintenance of the Town of Riverhead Police Department and Justice Court Building, 210 Howell Avenue, Riverhead, New York 11901 more delineated in Schedule A as attached.

2. TERM OF AGREEMENT

The Agreement shall commence on October 1, 2008 and terminate on September 30, 2009.

3. PAYMENT

For these services the Town of Riverhead will pay Air Mark a fee of \$3,200.00.

4. PUBLICITY

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

5. ASSIGNMENT AND SUBCONTRACTING

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

6. TERMINATION

This Agreement may be terminated at any time by either party upon 30 days written notice to the other party. In the event of such termination, Town shall have no further obligation to Air Mark except to make any payments which may have become due under this Agreement.

7. RECORDS

Air Mark shall keep accurate records of the time spent in the performance of services hereunder. The Town shall, until the expiration of seven years after final payment under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers and records of Air Mark involving transactions related to this Agreement.

8. CHANGES

The Town, by resolution of the Town Board or written request by at least three members of the Town Board, within the general scope of this Agreement, may, at any time by written notice to Air Mark, issue additional instructions, require additional services or direct the omission of services covered by this Agreement. In such event, there will be made an equitable adjustment in price and time of performance, but any claim for such an adjustment must be made within 15 days of the receipt of such written notice. In the event that Air Mark determines that a change order is required, Air Mark shall obtain written approval of the Town, by resolution or written consent of at least three members of the Town Board, and if the change shall require the payment of additional compensation, Air Mark must obtain the written approval of three members of the Town Board or resolution of the Town Board for the additional compensation prior to commencement of work regarding the change order. It is agreed and understood that no oral agreement, conversation, or understanding between Air Mark and the Town, its departments, officers, agents and employees shall effect or modify any of the terms or obligations of this Agreement or schedules annexed hereto and made a part hereof.

9. NOTICES

Any notice shall be considered as having been given: (i) to Town of Riverhead if mailed by certified mail, postage prepaid to Town of Riverhead, Attention: Daniel P. McCormick, Deputy Town Attorney, 200 Howell Avenue, Riverhead, NY 11901; or (ii) to Air Mark if mailed by certified mail, postage prepaid to Air Mark Air Conditioning Corp., Attention: Frederick T. Rurup, 1566 Rocky Point Road, Middle Island, NY 11953.

10. COMPLIANCE WITH LAWS

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

11. INSURANCE, INDEMNITY AND LIABILITY

Air Mark shall carry Comprehensive General Liability Insurance and, if applicable, worker's compensation insurance. Air Mark hereby indemnifies and holds the Town, its departments, officers, agents and employees, harmless against any and all claims, actions or demands against Town, its departments, officers, agents and employees and against any and all damages,

liabilities or expenses, including counsel fees, arising out of the acts or omissions of Air Mark under this Agreement.

12. CONFLICT OF INTEREST

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

13. DISCLOSURE

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

14. DISPUTES

If Air Mark fails to perform any of its obligations hereunder in accordance with the terms hereof then, after reasonable notice to Air Mark not to exceed thirty (30) days and an opportunity for Air Mark to cure such failure (except in case of emergency), the Town may (but shall not be obligated to) cure such failure at the expense of Air Mark and the amount incurred by the Town in connection with such care shall be payable by Air Mark to Town on demand. Notwithstanding the above, any dispute arising under this Agreement which is not settled by Agreement of the parties may be settled by appropriate legal proceedings. Pending any decision, appeal or judgment in such proceedings or the settlement of any dispute arising under this Agreement, Air Mark shall proceed diligently with the performance of this Agreement in accordance with the decision of Town.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Phil Cardinale, Supervisor
Town of Riverhead
200 Howell Avenue
Riverhead, NY 11901

Frederick T. Rurup, President
Air Mark Air Conditioning Corp.
1566 Rocky Point Road
Middle Island, NY 11953

Schedule A

AIR MARK CONDITIONING CORPORATION

SERVICE AGREEMENT

1. In order to properly maintain the equipment listed at the premises indicated, AIR MARK AIR CONDITIONING CORP. agrees to perform the applicable items on the attached list, periodically as shown.
2. Customer agrees to notify Air Mark as soon as any unusual operating conditions of the air conditioning occurs.
3. Reasonably prompt service will be given by Air Mark on all emergency calls during the terms of this contract without charge for such service. Service rendered beyond the normal working hours (8:00 am to 4:30 pm Monday through Friday inclusive) and the following holidays: New Years, Independence, Veteran's, Thanksgiving, Christmas, Columbus, Memorial and Labor Days, Lincoln's, Washington's and Martin Luther King's Birthdays will be charged for at our prevailing rates; namely \$45.00 per man hour.
4. Charges for material, filters, refrigerant or parts are not included in this Agreement, but labor needed for their installation is included. Unless material is required for emergency repairs, it will not be furnished without previous authorization by the customer.
5. Excluded from service and maintenance are the following: water supply and drain, and electrical service beyond the subject equipment. (Disconnect switches and circuit breakers are excluded.) Installation of HEPA filters and cleaning of heat exchangers. Moving or relocating the subject equipment. Work made necessary by enforcement of government codes, building or union codes.
6. Service rendered because of abuse, neglect in operation, fire, freezing, flood, corrosion, failure of power supply, blown fuses, open switches or damage to the system or equipment shall be paid for as an extra at the rates prevailing at the time rendered. Air Mark cannot be responsible for failure to render service because of strikes or other emergencies beyond its control.

AIR MARK AIR CONDITIONING CORPORATION
1566 ROCKY POINT ROAD
MIDDLE ISLAND, NY 11953

DATE: _____

ACCEPTED: _____

PURCHASER: TOWN OF RIVERHEAD
POLICE DEPARTMENT AND JUSTICE COURT BUILDING
210 HOWELL AVENUE
RIVERHEAD, NY 11901

DATE: _____

ACCEPTED: _____
Phil Cardinale, Town Supervisor

EFFECTIVE DATE: October 1, 2008

AIR MARK AIR CONDITIONING CORPORATION

LIST OF EQUIPMENT UNDER SERVICE AGREEMENT LOCATED AT:

RIVERHEAD POLICE HEADQUARTERS
HOWELL AVENUE
RIVERHEAD, NY 11901

<u>MAKE</u>	<u>EQUIPMENT</u>	<u>MODEL #</u>	<u>SERIAL #</u>	<u>TONNAGE</u>
TRANE	ROOFTOP UNI	YCD091D3LABE	R36101743D	7.5
TRANE	ROOFTOP UNIT	YCD061C3HABF	R36101717D	5.0
TRANE	ROOFTOP UNIT	YCD121C3LAAA	R36102250D	10.0
TRANE	ROOFTOP UNIT	YCD091D3LABE	R36101799D	7.5
TRANE	ROOFTOP UNIT	YCD121C3LAAA	R38103244D	10.0
RUUD	ROOFTOP UNIT	USKA-A018JK00	5178F349715412	1.5
			TOTAL	41.5

AIR MARK AIR CONDITIONING CORPORATION

**WORK SCHEDULE: RIVERHEAD POLICE HEADQUARTERS
200 HOWELL AVENUE
RIVERHEAD, NY 11901**

1. WE AGREE TO PERFORM 4 PERIODIC SERVICE INSPECTIONS
CONSISTING OF:
 - A. 1 SPRING START UP & SERVICE INSPECTION
 - B. 1 SUMMER SERVICE INSPECTION
 - C. 1 FALL SHUT DOWN AND/OR CHANGE OVER TO
WINTER OPERATION SERVICE INSPECTION
 - D. 1 WINTER SERVICE INSPECTION
 - E. 4 FILTER CHANGES

2. FURNISH WRITTEN REPORTS OF INSPECTIONS & REPAIRS.

10/7/08

TOWN OF RIVERHEAD

Adopted

RESOLUTION # 860

AUTHORIZES THE SUPERVISOR TO EXECUTE AN AGREEMENT WITH AIR MARK AIR CONDITIONING CORPORATION TO MAINTAIN HEATING, VENTILATION AND AIR CONDITIONING SYSTEMS AT THE RIVERHEAD TOWN GEORGE G. YOUNG COMMUNITY CENTER

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

WHEREAS, the Town of Riverhead is desirous of maintaining the heating, ventilation and air conditioning systems at the Riverhead Town George G. Young Community Center; and

WHEREAS, procurement of heating, ventilation and air conditioning services are imperative in the safe and efficient operation of the George G. Young Community Center; and

WHEREAS, Air Mark Air Conditioning Corporation is interested and capable of providing maintenance of the George G. Young's heating, ventilation and air conditioning systems.

NOW THEREFORE BE IT RESOLVED, that the Supervisor is hereby authorized to execute the attached agreement with Air Mark Air Conditioning Corporation to maintain the heating, ventilation and air conditioning systems at the Riverhead Town George G. Young Community Center.

BE IT FURTHER RESOLVED, that the Town Clerk is hereby directed to forward a certified copy of this resolution to Frederick T. Rurup, President, Air Mark Air Conditioning Corporation, 1566 Rocky Point Road, Middle Island, New York 11953; Office of the Supervisor; Town Engineering Department and the Office of the Town Attorney.

THE VOTE

Wooten	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Buckley <i>absent</i>	<input 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 Thereupon Duly Declared Adopted

SERVICE AGREEMENT

This Agreement made the _____ day of _____, 2008 between the TOWN OF RIVERHEAD, a municipal corporation organized and existing under the laws of New York, with its office located at 200 Howell Avenue, Riverhead, New York, 11901, and AIR MARK AIR CONDITIONING CORP., a corporation existing under the laws of the State of New York with a principal place of business at 1566 Rocky Point Road, Middle Island, New York, 11953.

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

1. SCOPE OF SERVICES

During the terms of this Agreement, Air Mark shall provide HVAC maintenance of the Town of Riverhead George G. Young Community Center, 446 South Jamesport Avenue, Jamesport, New York 11947 more delineated in Schedule A as attached.

2. TERM OF AGREEMENT

The Agreement shall commence on August 1, 2008 and terminate on July 31, 2009.

3. PAYMENT

For these services Town of Riverhead will pay Air Mark a fee of \$1,520.00.

4. PUBLICITY

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

5. ASSIGNMENT AND SUBCONTRACTING

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

6. TERMINATION

This Agreement may be terminated at any time by either party upon 30 days written notice to the other party. In the event of such termination, Town shall have no further obligation to Air Mark except to make any payments which may have become due under this Agreement.

7. RECORDS

Air Mark shall keep accurate records of the time spent in the performance of services hereunder. The Town shall, until the expiration of seven years after final payment under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers and records of Air Mark involving transactions related to this Agreement.

8. CHANGES

The Town, by resolution of the Town Board or written request by at least three members of the Town Board, within the general scope of this Agreement, may, at any time by written notice to Air Mark, issue additional instructions, require additional services or direct the omission of services covered by this Agreement. In such event, there will be made an equitable adjustment in price and time of performance, but any claim for such an adjustment must be made within 15 days of the receipt of such written notice. In the event that Air Mark determines that a change order is required, Air Mark shall obtain written approval of the Town, by resolution or written consent of at least three members of the Town Board, and if the change shall require the payment of additional compensation, Air Mark must obtain the written approval of three members of the Town Board or resolution of the Town Board for the additional compensation prior to commencement of work regarding the change order. It is agreed and understood that no oral agreement, conversation, or understanding between Air Mark and the Town, its departments, officers, agents and employees shall effect or modify any of the terms or obligations of this Agreement or schedules annexed hereto and made a part hereof.

9. NOTICES

Any notice shall be considered as having been given: (i) to Town of Riverhead if mailed by certified mail, postage prepaid to Town of Riverhead, Attention: Daniel P. McCormick, Deputy Town Attorney, 200 Howell Avenue, Riverhead, NY 11901; or (ii) to Air Mark if mailed by certified mail, postage prepaid to Air Mark Air Conditioning Corp., Attention: Frederick T. Rurup, 1566 Rocky Point Road, Middle Island, NY 11953.

10. COMPLIANCE WITH LAWS

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

11. INSURANCE, INDEMNITY AND LIABILITY

Air Mark shall carry Comprehensive General Liability Insurance and, if applicable, worker's compensation insurance. Air Mark hereby indemnifies and holds the Town, its departments, officers, agents and employees, harmless against any and all claims, actions or demands against Town, its departments, officers, agents and employees and against any and all damages,

liabilities or expenses, including counsel fees, arising out of the acts or omissions of Air Mark under this Agreement.

12. CONFLICT OF INTEREST

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

13. DISCLOSURE

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

14. DISPUTES

If Air Mark fails to perform any of its obligations hereunder in accordance with the terms hereof then, after reasonable notice to Air Mark not to exceed thirty (30) days and an opportunity for Air Mark to cure such failure (except in case of emergency), the Town may (but shall not be obligated to) cure such failure at the expense of Air Mark and the amount incurred by the Town in connection with such care shall be payable by Air Mark to Town on demand. Notwithstanding the above, any dispute arising under this Agreement which is not settled by Agreement of the parties may be settled by appropriate legal proceedings. Pending any decision, appeal or judgment in such proceedings or the settlement of any dispute arising under this Agreement, Air Mark shall proceed diligently with the performance of this Agreement in accordance with the decision of Town.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Phil Cardinale, Supervisor
Town of Riverhead
200 Howell Avenue
Riverhead, NY 11901

Frederick T. Rurup, President
Air Mark Air Conditioning Corp.
1566 Rocky Point Road
Middle Island, NY 11953

Schedule A

AIR MARK CONDITIONING CORPORATION

SERVICE AGREEMENT

1. In order to properly maintain the equipment listed at the premises indicated, AIR MARK AIR CONDITIONING CORP. agrees to perform the applicable items on the attached list, periodically as shown.
2. Customer agrees to notify Air Mark as soon as any unusual operating conditions of the air conditioning occurs.
3. Reasonably prompt service will be given by Air Mark on all emergency calls during the terms of this contract without charge for such service. Service rendered beyond the normal working hours (8:00 am to 4:30 pm Monday through Friday inclusive) and the following holidays: New Years, Independence, Veteran's, Thanksgiving, Christmas, Columbus, Memorial and Labor Days, Lincoln's, Washington's and Martin Luther King's Birthdays will be charged for at our prevailing rates; namely \$45.00 per man hour.
4. Charges for material, filters, refrigerant or parts are not included in this Agreement, but labor needed for their installation is included. Unless material is required for emergency repairs, it will not be furnished without previous authorization by the customer.
5. Excluded from service and maintenance are the following: water supply and drain, and electrical service beyond the subject equipment. (Disconnect switches and circuit breakers are excluded.) Installation of HEPA filters and cleaning of heat exchangers. Moving or relocating the subject equipment. Work made necessary by enforcement of government codes, building or union codes.
6. Service rendered because of abuse, neglect in operation, fire, freezing, flood, corrosion, failure of power supply, blown fuses, open switches or damage to the system or equipment shall be paid for as an extra at the rates prevailing at the time rendered. Air Mark cannot be responsible for failure to render service because of strikes or other emergencies beyond its control.

AIR MARK AIR CONDITIONING CORPORATION
1566 ROCKY POINT ROAD
MIDDLE ISLAND, NY 11953

DATE: _____

ACCEPTED: _____

PURCHASER: TOWN OF RIVERHEAD
GEORGE G. YOUNG COMMUNITY CENTER
446 SOUTH JAMESPORT AVENUE
JAMESPORT, NY 11947

DATE: _____

ACCEPTED: _____

Phil Cardinale, Town Supervisor

EFFECTIVE DATE: August 1, 2008

AIR MARK AIR CONDITIONING CORPORATION

WORK SCHEDULE

1. WE AGREE TO PERFORM 4 PERIODIC INSPECTIONS CONSISTING OF:
 - A. 1 SPRING SERVICE INSPECTION.
 - B. 1 SUMMER SERVICE INSPECTION.
 - C. 1 FALL SHUT DOWN AND/OR CHANGE OVER TO WINTER OPERATION.
 - D. 1 WINTER SERVICE INSPECTION.
 - E. 4 FILTER CHANGES

2. FURNISH WRITTEN REPORTS OF INSPECTIONS & REPAIRS.

AIR MARK AIR CONDITIONING CORPORATION

LIST OF EQUIPMENT UNDER SERVICE AGREEMENT LOCATED AT:

**GEORGE G. YOUNG COMMUNITY CENTER
446 SOUTH JAMESPORT AVENUE
JAMESPORT, NEW YORK 11947**

MAKE	EQUIPMENT	MODEL #	SERIAL #	TONNAGE
CARRIER	SPLIT SYSTEM	40RR016010 38AC012430	B895810	10
CARRIER	SPLIT SYSTEM	40RR016010 38AC012430	B895813 3804G30058	10
CARRIER	SPLIT SYSTEM	40RR016010 38AC012430	B895809 2503G20068	10
			TOTAL	30 TONS

10/7/08

Adopted

TOWN OF RIVERHEAD

Resolution # 861

APPROVES CHAPTER 90 APPLICATION OF PECONIC BAY MEDICAL CENTER
(2nd Annual Polar Bear Plunge)

COUNCILMAN DUNLEAVY

offered the following resolution, was seconded by

COUNCILMAN WOOTEN :

WHEREAS, on August 22, 2008, Peconic Bay Medical Center had submitted a Chapter 90 Application for the purpose of conducting their 2nd Annual Polar Bear Plunge to be held at Iron Pier Beach Park, Pier Avenue, Riverhead, New York, on Saturday, December 6, 2008, between the hours of 9:00 a.m. and 1:00 p.m.; and

WHEREAS, Peconic Bay Medical Center has completed and filed a Short Environmental Assessment Form in accordance with 6 NYCRR 617; and

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

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

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

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

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

RESOLVED that the Chapter 90 Application of Peconic Bay Medical Center for the purpose of conducting their 2nd Annual Polar Bear Plunge to be held at Iron Pier Beach Park, Pier Avenue, Riverhead, New York, on Saturday, December 6, 2008, between the hours of 9:00 a.m. and 1:00 p.m., is hereby approved; and be it further

RESOLVED, that due to their federally exempt status, the applicable Chapter 90 Application fee is hereby waived; and be it further

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

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

RESOLVED, that this approval is subject to a fire safety inspection by the Town Fire Marshal prior to the opening of this event to the public so that an outdoor place of assembly permit can be issued. The Riverhead Fire Marshal shall be contacted at least three days in advance at (631) 727-3200 extension 601 for the purpose of scheduling the required inspection appointment; and be it further

RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to Peconic Bay Medical Center, Attn: Maureen Brady, Director of Annual Giving, 1300 Roanoke Avenue, Riverhead, New York 11901 and copies to the Riverhead Fire Marshal; the Riverhead Police Department and the Office of the Town Attorney.

absent 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

10/7/08

TOWN OF RIVERHEAD

Adopted

Resolution # 862

**APPROVES CHAPTER 90 APPLICATION OF PECONIC BAY REGION/AACA
(ANTIQUÉ CAR SHOW)**

COUNCILMAN WOOTEN

offered the following resolution, was seconded by

COUNCILWOMAN BLASS :

WHEREAS, on September 12, 2008, George Bartunek as applicant for the Peconic Bay Region/Antique Automobile Club of America (AACA) submitted a Chapter 90 Application for the purpose of conducting an Antique Car Show, to be held at the Hallockville Museum Farm at 6038 Sound Avenue, Riverhead on Sunday, October 19, 2008, between the hours of 9:00 a.m. and 5:00 p.m., having a rain date of Sunday, October 26, 2008; and

WHEREAS, Peconic Bay Region/AACA has completed and filed a Short Environmental Assessment Form in accordance with 6 NYCRR 617; and

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

WHEREAS, the applicant has paid the applicable Chapter 90 application fee; and

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

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

RESOLVED that the Chapter 90 Application of Peconic Bay Region/AACA for the purpose of conducting an Antique Car Show, to be held at the Hallockville Museum Farm at 6038 Sound Avenue, Riverhead on Sunday, October 19, 2008, between the hours of 9:00 a.m. and 5:00 p.m., having a rain date of Sunday, October 26, 2008 is hereby approved; and be it further

RESOLVED, that this approval is subject to Riverhead Town Code Chapter 81 entitled, "Noise Control" and that applicant shall not exceed the noise limits as defined in Section 81-5 Prohibited Acts; and be it further

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

RESOLVED, that this approval is subject to a fire safety inspection by the Town Fire Marshal prior to the opening of this event to the public so that an outdoor place of assembly permit can be issued. The Riverhead Fire Marshal shall be contacted at least three days in advance at (631) 727-3200 extension 601 for the purpose of scheduling the required inspection appointment; and be it further

RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to George Bartunek, 21 Silver Beech Lane, Calverton, New York, 11933; the Riverhead Fire Marshal; Chief Hegermiller, Riverhead Police Department and the Office of the Town Attorney.

absent 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

10/7/08

TOWN OF RIVERHEAD

Adopted

Resolution # 863

APPROVES CHAPTER 90 APPLICATION OF EAST END ROWING INSTITUTE LTD.

COUNCILWOMAN BLASS offered the following resolution, was seconded by

COUNCILMAN DUNLEAVY :

WHEREAS, on July 10, 2008, East End Rowing Institute Ltd. had submitted a Chapter 90 Application for the purpose of conducting a Snowflake Regatta (High School and Masters Rowing Race) at the Peconic waterfront parking lot, Riverhead, New York (school and parents viewing area), having the rowing boats to launch at the dock, on Sunday, November 2, 2008, between the hours of 7:00 a.m. and 6:00 p.m.; and

WHEREAS, East End Rowing Institute Ltd. has completed and filed a Short Environmental Assessment Form in accordance with 6 NYCRR 617; and

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

WHEREAS, due to its not-for-profit status, the applicant has requested the Chapter 90 application fee be waived; and

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

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

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

RESOLVED, that the application of the East End Rowing Institute Ltd. for the purpose of conducting a Snowflake Regatta (High School and Masters Rowing Race) to be held at the aforementioned location, date and times is hereby approved; and be it further

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

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

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

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

RESOLVED, that the Town Clerk is hereby authorized to forward a certified copy of this resolution to the East End Rowing Institute Ltd., P.O. Box 1192, Flanders, New York, 11901; and be it further

RESOLVED, 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.

absent
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

10/7/08

Adopted

TOWN OF RIVERHEAD

Resolution # 864

ADOPTS A LOCAL LAW TO AMEND CHAPTER 108 ENTITLED, "ZONING" OF THE RIVERHEAD TOWN CODE
(§108-3. Definitions. – Building Trade Shop)

COUNCILMAN DUNLEAVY

_____ offered the following resolution, was seconded by

COUNCILMAN WOOTEN :

WHEREAS, the Town Clerk was authorized to publish and post a public notice to hear all interested persons to consider an amendment to Chapter 108 entitled, "Zoning" (§108-3. Definitions.) of the Riverhead Town Code; and

WHEREAS, a public hearing was held on the 16th day of September, 2008 at 7:10 o'clock p.m. at the Wading River Congregational Church, 2057 North Country Road, Wading River, 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 108 entitled, "Zoning" (§108-3. Definitions.) of the Town Code of the Town of Riverhead 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 is hereby authorized to forward copies of this resolution to the Planning Department, the Zoning Board of Appeals, the Building Department and the Office of the Town Attorney.

THE VOTE
Buckley absent 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 108 entitled, "Zoning" at its regular meeting held on October 7, 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.

BUILDING TRADE SHOP — A building housing construction operations, including carpentry, electrical, plumbing, HVAC, roofing, painting, landscaping and similar trades. Any accessory outdoor storage must be completely screened.

- Underscore represents addition(s)

Dated: Riverhead, New York
October 7, 2008

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

BARBARA GRATTAN, Town Clerk

10/7/08

Adopted

TOWN OF RIVERHEAD

Resolution # 865

**ADOPTS A LOCAL LAW AMENDING CHAPTER 108 "ZONING"
TO INCLUDE A NEW ARTICLE VII ENTITLED
"WIND ENERGY SYSTEMS FOR AGRICULTURAL USES"
OF THE CODE OF THE TOWN OF RIVERHEAD**

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 a local law amending Chapter 108 of the Code of the Town of Riverhead entitled "Zoning", to include a new Article VII entitled "Wind Energy Systems for Agricultural Uses" of the Riverhead Town Code; and

WHEREAS, a public hearing was held on the on the 7th day of October, 2008 at 2:05 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 of the Code of the Town of Riverhead entitled "Zoning", to include a new Article VII entitled "Wind Energy Systems for Agricultural Uses" 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.

absent
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 amending Chapter 108 of the Code of the Town of Riverhead entitled "Zoning", to include a new Article VII entitled "Wind Energy Systems for Agricultural Uses" of the Riverhead Town Code at its regular meeting held on October 7, 2008. **Be it enacted** by the Town Board of the Town of Riverhead as follows:

**CHAPTER 108
ZONING
Article VII
Wind Energy Systems for Agricultural Uses**

§108-27. Purpose and Intent.

This Local Law is designed to promote the safe, efficient and effective use of small wind energy systems attendant to bona fide agricultural operations. The Town Board finds it appropriate to encourage the development of these small wind energy systems to promote the reduction of on-site consumption of utility supplied electricity, while protecting from any adverse effects of such systems.

§108- 28. Definitions.

FALL ZONE – The area, defined as the furthest distance from the tower base, in which a guyed tower will collapse in the event of a structural failure. The radius of the area is the same as the total height of the structure.

SMALL WIND ENERGY SYSTEM -- A wind energy conversion system consisting of a wind turbine, a tower, and associated control or conversion electronics, which has a rated capacity intended primarily to reduce on-site consumption of utility power.

TOWER HEIGHT – The height above grade of the fixed portion of a tower that is part of a small wind energy system, exclusive of the wind turbine.

§108-29. Uses.

Small wind energy systems shall be permitted on parcels greater than seven (7) acres in size, in the agricultural protection zone where such parcels are dedicated primarily to uses necessary for bona fide agricultural production, as defined in section 108-22(A).

§108-30. Application for Permit.

Applications for small wind energy systems shall be submitted to the Town of Riverhead Building Department and shall include:

- A. Name, address, telephone number of the applicant. If the applicant will be represented by an agent, the name, address and telephone number of the agent as well as an original signature of the applicant authorizing the agent to represent the applicant.
- B. Name, address, telephone number of the property owner. If the property owner is not the applicant, the application shall include a letter or other written permission signed by the property owner (i) confirming that the property owner is familiar with the proposed applications and (ii) authorizing the submission of the application.
- C. Address of each proposed tower site, including tax map section, block and lot number.
- D. Evidence that the proposed tower height does not exceed the height recommended by the manufacturer or distributor of the system.
- E. A plot plan on an approved property survey at 1" = 100' scale depicting the limits of the fall zone distance from structures, property lines, public roads and projected noise level decibels (DBA) from the small wind energy system to nearest occupied dwellings.
- F. A line drawing of the electrical components of the system in sufficient detail to allow for a determination that the manner of installation conforms to the Electric Code of The Town of Riverhead and the New York State Building Code.

§108-31. Development standards.

- A. Tower Height. Tower height shall not exceed one-hundred twenty (120) feet and shall be exempt from the height restrictions pursuant to Section 108-65 of Article XIV Supplementary Height Regulations. To prevent harmful wind turbulence to the small wind energy system, the minimum height of the lowest part of any horizontal or vertical axis wind turbine blade shall be at least 30 feet above the highest structure or tree within a 250 foot radius. Modification of this standard may be made when the applicant demonstrates that a lower height will not jeopardize the safety of the wind turbine structure.
- B. Set-backs. Notwithstanding the provisions of the Bulk Schedule, the following standards shall apply to Small Wind Energy Systems:

- (1) A small wind energy system shall be set back from a property line a distance no less than the total height of small wind energy system plus ten (10) feet.
 - (2) No part of the wind system structure, including guy wire anchors, may extend closer than ten (10) feet to the property boundaries of the installation site.
 - (3) A small wind energy system shall be set-back from the nearest public road a distance no less than the total height of the small wind energy system, plus ten (10) feet, and in no instance less than one hundred (100) feet.
 - (4) There shall be no habitable structures on the applicant's property within the fall zone.
- C. Noise. Small wind energy systems shall not exceed 60 DBA, as measured at the closest neighboring inhabited dwelling at the time of installation. The level, however, may be exceeded during short-term events such as utility outages and/or severe wind storms.
- D. Compliance with New York State Uniform Building Code. Building permit applications for small wind energy systems shall be accompanied by standard drawings of the wind turbine structure, including the tower, base, and footings. An engineering analysis of the tower showing compliance with the New York State Uniform Building Code and certified by a licensed professional engineer shall also be submitted. This requirement may be satisfied by documentation presented by the manufacturer.
- E. Compliance with National Electric Code. Building permit applications for small wind energy systems shall be accompanied by a line drawing of the electrical components on the plot plan in sufficient detail to allow for a determination that the manner of installation conforms to the National Electrical Code. This requirement may be satisfied by documentation supplied by the manufacturer.
- F. Compliance with FAA Regulations. Small wind energy systems must comply with applicable FAA regulations, including any necessary approvals for installations close to airports. The allowed height shall be reduced to comply with all applicable Federal Aviation Requirements, including Subpart B (commencing with Section 77.11) of Part 77 of Title 14 of the Code of Federal Regulations regarding installations close to airports.
- G. Utility Notification. No small wind energy system shall be installed until evidence has been given that the utility company has been informed of the customer(s)

intent to install an interconnected customer-owned generator. Off-grid systems shall be exempt from this requirement.

§108-32. Construction standards.

- A. Exterior lighting on any structure associated with the system shall not be allowed except that which is specifically required by the Federal Aviation Administration.
- B. The system's tower and blades shall be a non-reflective, unobtrusive color that blends the system and its components into the surrounding landscape to the greatest extent possible and incorporate non-reflective surfaces to minimize any visual disruption.
- C. All on-site electrical wires associated with the system shall be installed underground except for "tie-ins" to a public utility company and public utility company transmission poles, towers and lines.
- D. At least one sign shall be posted on the tower at a height of five feet warning of potential electrical shock or high voltage and potential harm from revolving machinery.
- E. No brand names, logo or advertising shall be placed or painted on the tower, rotor, generator or tail vane where it would be visible from the ground, except that a system or tower's manufacturer's logo may be displayed on a system generator housing in an unobtrusive manner.
- F. Towers shall be constructed to provide one of the following means of access control, or other appropriate method of access:
 - (1) Tower-climbing apparatus located no closer than 12 feet from the ground.
 - (2) A locked anti-climb device installed on the tower (if tower is a climbable type).
 - (3) A locked, protective fence at least six feet in height that encloses the tower.
- G. Anchor points for any guy wires for a system tower shall be located within the property that the system is located on and not on or across any above-ground electric transmission or distribution lines. The point of attachment for the guy wires shall be sheathed in bright orange or yellow covering from three to eight feet above the ground.
- H. All small wind energy systems shall be equipped with manual and automatic over-speed controls. The conformance of rotor and over-speed control design and fabrication with good engineering practices shall be certified by the manufacturer.

- I. Capacity. Small wind energy systems shall generate no more than 110% of the agricultural operation's anticipated demand at the time of application.

§108-33. Fees.

The Building Department fee for small wind energy system applications shall be \$250.00.

§108-33.1. Abandonment of Use.

All small wind energy systems which are not used for twelve (12) successive months shall be deemed abandoned and shall be dismantled and removed from the property at the expense of the property owner. Failure to abide by and faithfully comply with this section or with any and all conditions that may be attached to the granting of any building permit shall constitute grounds for the revocation of the permit by the Building Department.

§108-33.2. Enforcement; Penalties and Remedies for Violations.

- A. The Building Inspector, Code Enforcement Officer and Town Attorney shall have authority to enforce this Article.
- B. Any person owning, controlling or managing any building, structure or land who shall undertake a wind energy conversion facility or wind monitoring tower in violation of this Article or in noncompliance with the terms and conditions of any permit issued pursuant to this Article, or any order of the enforcement officer, and any agent who shall assist in so doing, shall be guilty of an offense and subject to a fine of not more than \$1000.00 or to imprisonment for a period of not more than 30 thirty days, or subject to both such fine and imprisonment. Every such person shall be deemed guilty of a separate offense for each week such violation shall continue. The Town may institute a civil proceeding to collect civil penalties in the amount of \$1000.00 for each violation and each week said violation continues shall be deemed a separate violation.
- C. In case of any violation or threatened violation of any of the provisions of this Article, including the terms and conditions imposed by any permit issued pursuant to this Article, in addition to other remedies and penalties herein provided, the Town may institute any appropriate action or proceeding to prevent such unlawful erection, structural alteration, reconstruction, moving and/or use, and to restrain, correct or abate such violation. to prevent the illegal act.

§108-33.3. Severability.

Should any provision of this Local Law be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of this Local Law as a whole or any part

part thereof other than the part so decided to be unconstitutional or invalid.

§108-33.4 Effective Date.

This Local Law shall be effective upon its filing with the Secretary of State in accordance with the Municipal Home Rule Law.

* Underline represents addition(s)

Dated: Riverhead, New York
October 7, 2008

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD

BARBARA GRATTAN, Town Clerk

10/7/08

Adopted

RESOLUTION #866

AUTHORIZES THE TOWN OF RIVERHEAD TO EXECUTE AN AGREEMENT WITH STERLING TESTING SYSTEMS, INC., TO PROVIDE PRE-EMPLOYMENT BACKGROUND SCREENING AND DRUG TESTING INFORMATION

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

WHEREAS, the Town of Riverhead wishes to ensure prospective Town of Riverhead employees are qualified and well-suited for respective vacant positions and/or titles within the Town of Riverhead regarding their pre-employment background and history; and

WHEREAS, Sterling Testing Systems, Inc., has the qualification, experience and resources to provide pre-employment background screening and drug-testing information regarding prospective Town of Riverhead employees; and

WHEREAS, the Town of Riverhead wishes to utilize the qualification, experience and resources of Sterling Testing Systems, Inc., regarding pre-employment background screening and drug-testing information.

NOW THEREFORE BE IT RESOLVED, that the Riverhead Town Supervisor is hereby authorized to execute the attached agreement with Sterling Testing Systems, Inc., regarding pre-employment background screening and drug-testing information regarding prospective Town of Riverhead employees.

RESOLVED, that the Town Clerk is hereby directed to forward a certified copy of this resolution to: Michael Sussman, Sterling Testing Systems, Inc., 249 West 17th Street, New York, NY 10011; the Office of the Supervisor; Margaret Ferris, Town of Riverhead Personnel Department and the Office of the Town Attorney.

THE VOTE

Wooten	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Buckley	<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			

absent

The Resolution Was Was Not Thereupon Duly Declared Adopted



STERLING

COMPANY NAME: Town of Riverhead

STREET ADDRESS: 552 East Main Street CITY Riverhead State: NY ZIP: 11901

AGREEMENT

STERLING TESTING SYSTEMS, INC., having offices at 249 West 17th Street, New York, NY 10011 (hereafter referred to as "STERLING") and Company named above (hereinafter referred to as CLIENT) agree as follows:

CLIENT AGREES:

1. To utilize STERLING as its employment screening/background checking vendor for the term of 12 months commencing this 10th day of October, 2008.
2. Client agrees to notify STERLING of any changes to its notice address or contact information.

STERLING AGREES:

1. To provide CLIENT with access to services and take responsibility for performing services in a timely and accurate manner consistent with that of a professional employment screening agency.
2. STERLING will provide CLIENT with a bi-weekly invoice summarizing all work orders and associated charges. Accordingly, payment is due within 30 days upon receipt of said invoices subject to properly completed Town of Riverhead invoice and voucher documentation. STERLING may suspend services under this Agreement at its own discretion without notice (i) upon Client's failure to pay amounts when due, (ii) if Client files bankruptcy or reorganization or fails to discharge an involuntary petition within 60 days after filing date. Any termination hereunder shall subject the client to all unpaid accrued charges.

IT IS MUTUALLY AGREED:

1. If either party fails to comply with the provisions of this Agreement, the other party may give notice of such failure, specifying the failure in such detail as is then known to the non-complying party. This Agreement can be terminated within the Initial or subsequent like term if the non-complying party fails to cure the default within 45 days following such notice. All notices required to be given under this Agreement shall be in writing and delivered certified mail, return receipt requested, to the parties at the respective addresses set forth in this Agreement.
2. This Agreement shall be governed by the laws of the State of New York. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns. Any controversy or claim of any nature, arising out of or relating or referring in any way to this Agreement or its breach, which controversy or claim cannot be amicably resolved, shall be settled in a court of competent jurisdiction in the State of New York. Each party consents and agrees to submit to the exclusive jurisdiction of said court and that the State of New York shall be designated as the venue for the resolution of any claim arising hereunder. In the event that an action must be undertaken to collect monies properly due, the CLIENT agrees to pay all court costs, including but not limited to reasonable attorney fees and court appointed interest.
3. This Agreement contains the entire understanding between STERLING and CLIENT and supersedes all prior Agreements, oral and written, and all other communications between the parties relating to the subject matter of this Agreement.
4. During the initial term on this Agreement, the services and prices listed below will be in effect. Governmental fee increases outside the control of STERLING during the initial or renewal term of this Agreement will be passed through to CLIENT.

SERVICES	PRICE
Social Security Trace	\$6.50
Criminal County Search	\$12.75
Criminal Statewide (NY Only) (if applicant has address history in NYC/Nassau County)	\$66.75
National Criminal Database	\$8.50
Education Verification * (a la carte)	\$10.50
Employment Verification * (a la carte)	\$12.75
DMV Report (+ state fee) (a la carte)	\$6.50
Credit Report (a la carte)	\$9.50

* 900 number calls incur an extra \$15.00 charge



STERLING

STERLING TESTING SYSTEMS, INC

COMPANY NAME Town of Riverhead

By: Michael Sussman

By: Phil Cardinale

Title: Regional Sales Director

Title: Town Supervisor

Date: 9/5/08

Date: October 8, 2008



END USER CERTIFICATION

In compliance with the Federal Fair Credit Reporting Act, as amended (the "FCRA"),
_____ ("End User") hereby certifies to Sterling Testing Systems, Inc. that it
understands and will comply with End User's obligations under the FCRA, as set forth below.

1. End User will ensure that prior to procurement or causing the procurement of a consumer report or investigative consumer report (collectively the "report") for employment purposes:
 - a) A clear and conspicuous disclosure has been made in writing to the consumer prior to the report being procured or caused to be procured, in a document that consists of only the disclosure, that a consumer report will be obtained for employment purposes; and
 - b) The consumer has authorized in writing the procurement of the report by the End User.
2. Further, End User will additionally ensure that prior to procurement or causing the procurement of an investigative consumer report for employment purposes:
 - a) A clear and conspicuous disclosure has been made in writing to the consumer prior to the report being procured or caused to be procured, in a document that consists of only the disclosure and the disclosure set forth in 1a) above, that an investigative consumer report including information as to the consumer's character, general reputation, personal characteristics and/or standard of living will be obtained for employment purposes; and
 - b) Such disclosure contains a statement advising the consumer of his/her right to request a complete and accurate statement regarding the nature and scope of the requested investigative consumer report and his/her right to request a copy of the rights of the consumer under the FCRA, a copy of which is attached hereto ("Summary of Consumer Rights").
3. In using a report for employment purposes, before taking any adverse action based in whole or in part on the report, the End User shall provide to the consumer or authorize Sterling Testing Systems on behalf of the End User to provide to the consumer to whom the report relates:
 - a) A copy of the report; and
 - b) A copy of the Summary of Consumer Rights..

End User confirms that it will not use the information contained in a report in violation of any applicable federal, state or local equal employment opportunity or other law, rule, regulation, code or guideline.

End User agrees to indemnify Sterling Testing Systems, Inc., its predecessors, successors and assigns, and their current and former officers, directors, employees, agents and independent contractors, both individually and in their official capacities (the "Company") and to hold the Company harmless in the event End User violates any of the terms of this Certification.

End User also confirms that information obtained through a Social Security Number trace will not be used directly to disqualify applicants from employment or employees from continued employment.

End User hereby acknowledges receipt of the Summary of Consumer Rights and receipt of "Notice to Users of Consumer Reports: Obligations of Users under the FCRA", also attached hereto.

Authorized Signature

Date

Name/Title

Company/End User



STERLING



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CONSENT AND DISCLOSURE

[Grid for Applicant's First Name or Initial]

[Grid for Last Name]

Applicant's First Name or Initial

Last Name

I understand that [Company Name] ('COMPANY') will utilize the services of STERLING INFOSYSTEMS, INC. DBA STERLING TESTING SYSTEMS, INC., 249 West 17th Street, New York, NY 10011 ('STERLING'), as part of the procedure for processing my application for employment. I also understand that if my application for employment is granted, COMPANY may obtain further information through subsequent investigations by STERLING so as to update, renew or extend my employment, to the extent permitted by law.

I understand a consumer reporting agency's investigation may include obtaining information regarding bankruptcies covering up to the last ten (10) years, obtaining information regarding civil suits, civil judgments, arrest records, and paid tax liens covering up to the last seven (7) years, obtaining information regarding any other adverse item of information covering up to the last seven (7) years and obtaining information regarding references and educational and employment verifications without any time limitations, subject to any limitations or exceptions applicable under state and federal law. The investigation also may include obtaining information relating to criminal records without any time limitations, subject to state law.

In the event an investigative consumer report is conducted, I understand such information may be obtained by personal interviews with my acquaintances or associates or with others whom I am acquainted or who may have knowledge concerning my character, general reputation, personal characteristics or standard of living. I understand such information may also be obtained through direct or indirect contact with former employers, schools, financial institutions, landlords and public agencies or other persons who may have such knowledge.

I understand that I have the right to receive notice about the nature and scope of any investigative consumer report requested within five days after the COMPANY receives my request or five days after the investigative consumer report was requested, whichever is later.

By filling in this circle, I indicate that I wish to receive further disclosure about the nature and scope of any COMPANY request for an investigative consumer report.

I acknowledge that I have received the attached summary of my rights under the Fair Credit Reporting Act. I also understand that before I am denied employment based, in whole or part, on information obtained in the consumer report and/or investigative consumer report, I will be provided a copy of the report and a description in writing of my rights under the Fair Credit Reporting Act. I understand if I disagree with the accuracy of any information in the report, I must notify COMPANY within five business days of my receipt of the report that I am challenging the accuracy of the information contained in this report with STERLING and advise COMPANY as to the basis of my challenge.

In exchange for COMPANY's consideration of my employment application, I agree not to file or pursue any complaints, claims or legal actions of any kind against STERLING for providing the aforementioned information. I also agree not to file or pursue any complaints, claims or legal actions against COMPANY or any of its employees, representatives, or agents arising out of or in any way related to conducting a background investigation.

I am consenting that a photocopy of this authorization be accepted with the same authority as the original, and I specifically waive any written notice from any entity which may provide information based on this authorized request.

I hereby consent to this investigation and authorize COMPANY to procure a consumer report and/or investigative consumer report on my background as stated above from STERLING. In order to verify my identity for purposes of the background investigation I am voluntarily releasing my date of birth, social security and the other information below for my own benefit and fully understand that all employment decisions are based on legitimate non-discriminatory reasons.

Minnesota & Oklahoma Applicants Only: I have the right to request a copy of the consumer report obtained by COMPANY from STERLING by filling in the circle below. STERLING will mail the consumer report directly to me.

Minnesota Applicants Only: I have the right to make a written request to the consumer reporting agency to provide me with a complete and accurate disclosure of the nature and scope of any consumer report obtained by COMPANY from STERLING.

I wish to receive a copy of the consumer report. (Fill in the circle only if you are a Minnesota or Oklahoma applicant and wish to receive a copy)





STERLING



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ABCDE 98765

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For Office Use Only - Group ID (optional)

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Date of Birth (MMDDYYYY)

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Other Names Known By

Male

Female

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Social Security Number

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Primary Telephone Number (no dashes)

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Signature

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Today's Date (MMDDYYYY)



Para informacion en espanol, visite <http://www.ftc.gov/credit> o escribe a la FTC Consumer Response Center, Room 130-A 600 Pennsylvania Ave. N.W., Washington, D.C. 20580.

A Summary of Your Rights Under the Fair Credit Reporting Act

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under the FCRA. For more information, including information about additional rights, go to <http://www.ftc.gov/credit> or write to: Consumer Response Center, Room 130-A, Federal Trade Commission, 600 Pennsylvania Ave. N.W., Washington, D.C. 20580.

- **You must be told if information in your file has been used against you.** Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment – or to take another adverse action against you – must tell you, and must give you the name, address, and phone number of the agency that provided the information.
- **You have the right to know what is in your file.** You may request and obtain all the information about you in the files of a consumer reporting agency (your "file disclosure"). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
 - a person has taken adverse action against you because of information in your credit report;
 - you are the victim of identify theft and place a fraud alert in your file;
 - your file contains inaccurate information as a result of fraud;
 - you are on public assistance;
 - you are unemployed but expect to apply for employment within 60 days.

In addition, by September 2005 all consumers will be entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See <http://www.ftc.gov/credit> for additional information.

- **You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.
- **You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See <http://www.ftc.gov/credit> for an explanation of dispute procedures.
- **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.
- **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.
- **Access to your file is limited.** A consumer reporting agency may provide information about you only to people with a valid need – usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.
- **You must give your consent for reports to be provided to employers.** A consumer-reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to www.ftc.gov/credit.



You may limit “prescreened” offers of credit and insurance you get based on information in your credit report. Unsolicited “prescreened” offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt-out with the nationwide credit bureaus at 1-888-5-OPTOUT (1-888-567-8688).

- **You may seek damages from violators.** If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.
- **Identity theft victims and active duty military personnel have additional rights.** For more information, visit www.ftc.gov/credit.

States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. Federal enforcers are:

FOR QUESTIONS OR CONCERNS REGARDING

PLEASE CONTACT

Consumer reporting agencies, creditors and others not listed below	Federal Trade Commission Consumer Response Center- FCRA Washington, DC 20580 - 877-382-4357
National banks, federal branches/agencies of foreign banks (word "National" or initials "N.A." appear in or after bank's name)	Office of the Comptroller of the Currency Compliance Management, Mail Stop 6-6 Washington, DC 20219 - 800-613-6743
Federal Reserve System member banks (except national banks, and federal branches/agencies of foreign banks)	Federal Reserve Board Division of Consumer & Community Affairs Washington, DC 20551 - 202-452-3693
Savings associations and federally chartered savings banks (word "Federal" or initials "F.S.B." appear in federal institution's name)	Office of Thrift Supervision Consumer Programs Washington D.C. 20552 - 800- 842-6929
Federal credit unions (words "Federal Credit Union" appear in institution's name)	National Credit Union Administration 1775 Duke Street Alexandria, VA 22314 - 703-519-4600
State-chartered banks that are not members of the Federal Reserve System	Federal Deposit Insurance Corporation Division of Compliance & Consumer Affairs Washington, DC 20429 - 877-275-3342
Air, surface, or rail common carriers regulated by former Civil Aeronautics Board or Interstate Commerce Commission	Department of Transportation Office of Financial Management Washington, DC 20590 - 202-366-1306
Activities subject to the Packers and Stockyards Act, 1921	Department of Agriculture Office of Deputy Administrator-GIPSA Washington, DC 20250 - 202-720-7051

10/7/08

TOWN OF RIVERHEAD

Adopted

RESOLUTION # 867

AUTHORIZES THE SUPERVISOR TO EXECUTE AN AGREEMENT WITH COUNTY OF SUFFOLK (TRANSPORTATION ASSISTANCE PROGRAM)

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

WHEREAS, the Town of Riverhead offers a wide variety of programs, activities and support services including transportation for the senior citizens within the Riverhead community; and

WHEREAS, the County of Suffolk provides funding to defray the transportation costs incurred by the Town of Riverhead; and

WHEREAS, the Town of Riverhead is interested in supplementing its budget regarding transportation costs incurred in the transportation of senior citizens;

NOW, THEREFORE, BE IT RESOLVED, that the Supervisor is hereby authorized to execute the attached agreement authorizing the Town of Riverhead to accept funds from Suffolk County Office for the Aging for the purpose of supplementing the budget of the town's transportation assistance program; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a certified copy of this resolution to Suffolk County Office for the Aging, PO Box 6100, Hauppauge, New York 11788; the Office of the Supervisor; the Riverhead Senior Center and the Office of the Town Attorney.

WOOTEN YES NO BUCKLEY ^{absent} YES NO
DUNLEAVY YES NO BLASS YES NO
CARDINALE YES NO
THIS RESOLUTION IS IS NOT
DECLARED DULY ADOPTED

Amendment of Agreement

This is the Second Amendment of an Agreement (Agreement) last dated April 2, 2007, between the County of Suffolk (County), a municipal corporation of the State of New York, having its principal office at the County Center, Riverhead, New York 11901, acting through its duly constituted Office for the Aging (Aging), having its principal office at the H. Lee Dennison Building – 3rd Floor, 100 Veterans Memorial Highway, Hauppauge, New York (Mailing address: P.O. Box 6100, Hauppauge, New York 11788-0099), and the Town of Riverhead (Contractor), a New York municipal corporation, having its principal place of business at 200 Howell Avenue, Riverhead, New York 11901.

The parties hereto desire to modify the Transportation Assistance Program to extend the term from April 1, 2008 through March 31, 2009 (the period April 1, 2008 through March 31, 2009 being hereinafter called the "2008/2009 Budget Period") and to add and amend certain contract provisions to comply with current County Standards, as set forth herein.

- Term of Agreement:** Shall be April 1, 2006 through March 31, 2009.
- Service Levels:** 8,950 Units of Transportation Service
200 Elderly Served, Unduplicated
- Total Cost of Agreement:** Shall not exceed \$26,582 (\$10,625 for the 2008/2009 Budget Period).
- Terms and Conditions:** Shall be as set forth in Exhibits A-2008/2009, C-2008/2009 and the "Legislative Requirements Exhibit" revised 12/07," attached.

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

Town of Riverhead

County of Suffolk

By: _____
Philip Cardinale Date
Supervisor

By: _____
Jeffrey W. Szabo
Chief Deputy County Executive and Chief of Staff

Fed. Taxpayer ID #: 11-6001935

Approved as to Legality:
Town of Riverhead

Date: _____

Approved:

By: _____
Dawn Thomas Date
Town Attorney

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

Approved as to Legality:

Christine Malafi
Suffolk County Attorney

Recommended:

By: _____
Jacqueline Caputi Date
Assistant County Attorney

By: _____
Anna Prencipe Date
Food Service Supervisor

Exhibit A-2008/2009

Whereas, the County and Contractor have entered into an Agreement (Law No. AG006M/0066-09N), last dated April 2, 2007, for a term from April 1, 2006, through March 31, 2007 with two one-year extensions at the County's option, for Transportation Assistance Program at a Total Cost of \$4,600; and

Whereas, the County and Contractor have entered into a First Amendment of Agreement (Law No. AG006M/0066-09NA) extending the term from April 1, 2007 through March 31, 2008 and (at an additional cost of \$11,357) increasing the Total Cost of the Agreement to \$15,957; and

Whereas, the parties hereto desire to modify the Agreement to extend the term from April 1, 2008 through March 31, 2009 and (at an additional cost of \$10,625) to increase the Total Cost of the Agreement to \$26,582, and to add and amend certain contract provisions to comply with current County standards, as set forth below, and;

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

1. Term of Agreement:

The Term of Agreement paragraph on page 1 of the Agreement is amended to read April 1, 2006 through March 31, 2009 as set forth on the page 1 of this Second Amendment of Agreement.

2. Payment for Services:

The Total Cost of Agreement \$26,582 is comprised as follows:

- a. \$ 4,600 for the 2006/2007 contract term;
- b. \$11,357 for the 2007/2008 Budget Period;
- c. \$10,625 for the 2008/2009 Budget Period;

3. Budget:

The Budget annexed hereto as Exhibit C – 2008/2009 is made part of the Agreement.

The Contractor shall comply with the following amended provisions in conformance with current County Standards.

4. Notices and Contact Persons

Paragraph 7 of Exhibit A1 to the Agreement, entitled, "Addresses for Notices, Claims and Reports" is deleted in its entirety and replaced with the following:

Notices and Contact Persons

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

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

For the Department:

**By First Class and Certified Mail, Return Receipt Requested in Postpaid Envelope
or by Courier Service or by Fax or by Email**

Holly S. Rhodes-Teague, Director
Suffolk County Office for the Aging
H. Lee Dennison Building
100 Veterans Memorial Highway
Hauppauge, New York 11788

For the Contractor:

**By First Class and Certified Mail, Return Receipt Requested in Postpaid Envelope
or by Courier Service or by Fax or by Email**

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

2. Notices Relating to Termination and/or Litigation

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

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

For the County:

**By First Class and Certified Mail, Return Receipt Requested in Postpaid Envelope
or by Nationally Recognized Courier Service or Personally and by First Class Mail**

Holly S. Rhodes-Teague, Director
Suffolk County Office for the Aging
H. Lee Dennison Building
100 Veterans Memorial Highway
Hauppauge, New York 11788

and

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

For Contractor:

**By First Class and Certified Mail in Postpaid Envelope or by
Nationally Recognized Courier Service or Personally and by First Class Mail**

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

- 3.** Notices shall be deemed to have been duly delivered (i) if mailed, upon the seventh business day after the mailing thereof; or (ii) if by nationally recognized overnight courier service, upon the first business day subsequent to the transmittal thereof; or (iii) if personally, pursuant to New York Civil Practice Law and Rules Section 311; or (iv) if by fax or email, upon the transmittal thereof. "Business Day" shall be defined as any day except a Saturday, a Sunday, or any day in which commercial banks are required or authorized to close in Suffolk County, New York.
- 4.** Each party shall give prompt written notice to the other party of the appointment of successor(s) to the designated contact person(s) or his or her designated successor(s).

5. Indemnification

Subparagraph (g) of Paragraph No. 13 of Exhibit A1 to the Agreement entitled "Insurance and Indemnification" is deleted in its entirety and replaced with the following:

Indemnification

a. General

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

b. Federal Copyright Act

The Contractor hereby represents and warrants the Contractor, will not infringe upon any copyrighted work or material in accordance with the Federal Copyright Act during the performance of this Contract. Furthermore, the Contractor agrees that it shall protect, indemnify and hold harmless the County and its officers, officials, employees, contractors, agents and other persons from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and reasonable attorney's fees, arising out of the acts or omissions or the negligence of the Contractor in connection with the services described or referred to in this Agreement. The Contractor shall defend the County and its officers, officials, employees, contractors, agents and other persons in any suit, including appeals, or, at the County's option, pay reasonable attorney's fees for defense of any such suit arising out of the acts or omissions or negligence of the Contractor, its officers, officials, employees, subcontractors, lessees, licensees, invitees or agents, if any, in connection with the services described or referred to in this Agreement.

6. Cooperation on Claims

Paragraph No. 30 of Exhibit A1 to the Agreement entitled "Cooperation on Claims" is deleted in its entirety and replaced with the following:

Cooperation on Claims

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

7. Term and Termination

Paragraph No. 32 of Exhibit A1 to the Agreement entitled "Termination" is deleted in its entirety and replaced with the following:

Term and Termination

a. Term

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

b. Termination for Cause

- i. A failure to maintain the amount and types of insurance required by this Agreement may result in immediate termination of this Agreement, in the sole discretion of the County.
- ii. Failure to comply with federal, state or local laws, rules, regulations, or County policies or directives, may result in immediate termination of this Agreement, in the sole discretion of the County.
- iii. If the Contractor becomes bankrupt or insolvent or falsifies its records or reports, or misuses its funds from whatever source, the County may terminate this Agreement in whole or with respect to any identifiable part of the program, effective immediately, or, at its option, effective at a later date specified in the notice of such termination to the Contractor.
- iv. In the event of a failure on the part of Contractor to observe any of the other terms and conditions of this Agreement, this Agreement may be terminated in whole or in part in writing by the County provided that no such termination shall be effective unless Contractor is given five (5) calendar days' (or longer, at the County's option) written notice of intent to terminate ("Notice of Intent to Terminate"), delivered in accordance with the Exhibit entitled "Notices and Contact Persons." During such five (5) day period, (or longer, at the County's option) the Contractor will be given an opportunity for consultation with the County and an opportunity to cure all failures of its obligations prior to termination by the County. In the event that the Contractor has not cured all its failures to fulfill its obligations to the satisfaction of the County by the end of the (5) day period (or longer, at the County's option), the County may issue a written termination notice ("Termination Notice"), effective immediately.

c. Termination for Emergencies

An emergency or other condition involving possible loss of life, threat to health and safety, destruction of property or other condition deemed to be dangerous, in the sole discretion of the County, may result in immediate termination of this Agreement, in whole or with respect to any identifiable part of the program, in the sole discretion of the County.

d. Termination for Convenience

The County shall have the right to terminate this Agreement at any time and for any reason deemed to be in its best interest, provided that no such termination shall be

effective unless the Contractor is given thirty (30) calendar days' prior written notice termination notice ("Termination Notice"). In such event of termination, the County shall pay the Contractor for the services rendered through the date of termination.

e. Payments upon Termination

- i. Upon receiving a Termination Notice, the Contractor shall promptly discontinue all services affected unless otherwise directed by the Termination Notice.
- ii. The County shall be released from any and all responsibilities and obligations arising from the services provided in accordance with by this Agreement, effective as of the date of termination, but the County shall be responsible for payment of all claims for services provided and costs incurred by the Contractor prior to termination of this Agreement, that are pursuant to, and after the Contractor's compliance with, the terms and conditions of this Agreement.
- iii. Upon termination, the Contractor agrees to promptly reimburse to the County, by check payable to the Suffolk County Treasurer, the balance of any funds advanced to the Contractor by the County. Upon termination, any funds paid to the Contractor by the County which were used by the Contractor in a manner that failed to comply with the terms and conditions of this Agreement must be promptly reimbursed. If there is no response or if satisfactory repayments are not made, the County may recoup such payments from any amounts due or becoming due to the Contractor from the County under this Agreement or otherwise. The provisions of this subparagraph shall survive the expiration or termination of the Agreement.

The Contractor will comply with the following added provisions in conformance with current County requirements.

8. Conflicts of Interest

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

9. No Intended Third Party Beneficiaries

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

10. Non Responsible Bidder

The Contractor represents and warrants that it has read and is familiar with the provisions of Suffolk County Code Chapter 143, Article II, §§143-5 through 143-9. Upon signing this Agreement the Contractor certifies that he, she, it, or they have not been convicted of a criminal offense within the last ten (10) years. The term "conviction" shall mean a finding of guilty after a trial or a plea of guilty to an offense covered under the provision of Section 143-5 of the Suffolk County Code under "Nonresponsible Bidder."

11. Gratuities

The Contractor represents and warrants that it has not offered or given any gratuity to any official, employee or agent of Suffolk County or New York State or of any political party, with the purpose or intent of securing an agreement or securing favorable treatment with respect to the awarding or amending of an agreement or the making of any determinations with respect to the performance of an agreement, and that the signer of this Agreement has read and is familiar with the provisions of Local Law No. 32-1980 of Suffolk County (Chapter 386 of the Suffolk County Code).

12. Full Force and Effect

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

— End of Text of Exhibit —

Exhibit C-2008/2009
Town of Riverhead
Transportation Assistance Program
April 1, 2008 - March 31, 2009

<u>PERSONNEL</u>	<u>\$10,625</u>
Drivers	10,625
<u>NET REIMBURSEMENT</u>	<u>\$10,625</u>

Exhibit
Suffolk County Legislative Requirements revised 12/07

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

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

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

2. Living Wage Law

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

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

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

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

**3. Use of County Resources to Interfere with Collective Bargaining Activities
Local Law No. 26-2003**

The Contractor represents and warrants that it has read and is familiar with the requirements of Chapter 466, Article 1 of the Suffolk County Local Laws, "Use of County Resources to Interfere with Collective Bargaining Activities". County Contractors (as defined) shall comply with all requirements of Local Law No. 26-2003 including the following prohibitions:

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

if the purpose of such meeting is to assist, promote, or deter union organizing.

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

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

Under the provisions of Local Law No. 26-2003, the County shall have the authority, under appropriate circumstances, to terminate this Agreement and to seek other remedies as set forth therein, for violations of this Law.

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

4. Lawful Hiring of Employees Law

This Agreement is subject to the Lawful Hiring of Employees Law of the County of Suffolk (Local Law 52-2006). It provides that all covered employers, (as defined), and the owners thereof, as the case may be, that are recipients of compensation from the County through any grant, loan, subsidy, funding, appropriation, payment, tax incentive, contract, subcontract, license agreement, lease or other financial compensation agreement issued by the County or an awarding agency, where such compensation is one hundred percent (100%) funded by the County, shall submit a completed sworn affidavit (under penalty of perjury), the form of which is attached, certifying that they have complied, in good faith, with the requirements of Title 8 of the United States Code Section 1324a with respect to the hiring of covered employees (as defined) and with respect to the alien and nationality status of the owners thereof. The affidavit shall be executed by an authorized representative of the covered employer or owner, as the case may be; shall be part of any executed contract, subcontract, license agreement, lease or other financial compensation agreement with the County; and shall be made available to the public upon request.

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

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

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

Under the provisions of the Lawful Hiring of Employees Law, the County shall have the authority

to terminate this Agreement for violations of this Law and to seek other remedies available under the law.

This Agreement is subject to the Lawful Hiring of Employees Law of the County of Suffolk, Suffolk County Code Chapter 234, as more fully set forth in the Exhibit collectively referred to as the "Suffolk County Legislative Requirements." In accordance with this law, Contractor or employer, as the case may be, and any subcontractor or owner, as the case may be, agree to maintain the documentation mandated to be kept by this law on site at all times. Contractor or employer, as the case may be, and any subcontractor or owner, as the case may be, further agree that employee sign-in sheets and register/log books shall be kept on site at all times during working hours and all covered employees, as defined in the law, shall be required to sign such sign in sheets/register/log books to indicate their presence on the site during such working hours.

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

Required Forms: Suffolk County Lawful Hiring of Employees Law Form LHE-1; entitled "Suffolk County Department of Labor –"Notice Of Application To Certify Compliance With Federal Law (8 U.S.C. SECTION 1324a) With Respect To Lawful Hiring of Employees"
"Affidavit Of Compliance With The Requirements Of 8 U.S.C. Section 1324a With Respect To Lawful Hiring Of Employees" Form LHE-2.

5. Gratuities

The Contractor represents and warrants that it has not offered or given any gratuity to any official, employee or agent of Suffolk County or New York State or of any political party, with the purpose or intent of securing an agreement or securing favorable treatment with respect to the awarding or amending of an agreement or the making of any determinations with respect to the performance of an agreement, and that the signer of this Agreement has read and is familiar with the provisions of Local Law No. 32-1980 of Suffolk County (Chapter 386 of the Suffolk County Code).

6. Prohibition Against Contracting with Corporations that Reincorporate Overseas

The Contractor represents that it is in compliance with Suffolk County Administrative Code Article IV, §§A4-13 and A4-14, found in Suffolk County Local Law No. 20-2004, entitled "A Local Law To Amend Local Law No. 5-1993, To Prohibit The County of Suffolk From Contracting With Corporations That Reincorporate Overseas." Such law provides that no contract for consulting services or goods and services shall be awarded by the County to a business previously incorporated within the U.S.A. that has reincorporated outside the U.S.A.

7. Child Sexual Abuse Reporting Policy

The Contractor agrees to comply with Chapter 577, Article IV, of the Suffolk County Code, entitled "Child Sexual Abuse Reporting Policy", as now in effect or amended hereafter or of any other Suffolk County Local Law that may become applicable during the term of this Agreement with regard to child sexual abuse reporting policy.

8. Non Responsible Bidder

The Contractor represents and warrants that it has read and is familiar with the provisions of Suffolk County Code Chapter 143, Article II, §§143-5 through 143-9. Upon signing this Agreement the Contractor certifies that he, she, it, or they have not been convicted of a criminal

offense within the last ten (10) years. The term "conviction" shall mean a finding of guilty after a trial or a plea of guilty to an offense covered under the provision of Section 143-5 of the Suffolk County Code under "Nonresponsible Bidder."

9. Use of Funds in Prosecution of Civil Actions Prohibited

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

10. Work Experience Participation

If the Contractor is a nonprofit or governmental agency or institution, each of the Contractor's locations in Suffolk County at which services are provided under this Agreement shall be a work site for public-assistance clients of Suffolk County pursuant to Local Law No. 15-1993 at all times during the term of this Agreement. If no Memorandum of Understanding ("MOU") with the Suffolk County Department of Labor for work experience is in effect at the beginning of the term of this Agreement, the Contractor, if it is a nonprofit or governmental agency or institution, shall enter into such MOU as soon as possible after the execution of this Agreement and failure to enter into or to perform in accordance with such MOU shall be deemed to be a failure to perform in accordance with this Agreement, for which the County may withhold payment, terminate this Agreement or exercise such other remedies as may be appropriate in the circumstances.

11. Suffolk County Local Laws Website Address

Suffolk County Local Laws, Rules and Regulations can be found on the Suffolk County web site at [www.co.suffolk<http://www.co.suffolk.ny.us>](http://www.co.suffolk.ny.us). Click on "Laws of Suffolk County" under "Suffolk County Links."

End of Text for Exhibit

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

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

1. Contractor's/Vendor's Name _____
Address _____
City and State _____ Zip Code _____
2. Contracting Department's Name _____
Address _____
3. Payee Identification or Social Security No. _____
4. Type of Business Corporation Partnership Sole Proprietorship Other
- 5.a Is contractor/vendor entering into or has contractor/vendor entered into a contract with Suffolk County in excess of \$1,000? Yes No.
- 5.b Has contractor/vendor entered into three or more contracts, including the one for which you are now completing this form, with Suffolk County, any three of which, when combined, exceed \$1,000? Yes No.
6. Table of Organization. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, names and addresses of all partners, and names and addresses of all corporate officers. Conspicuously identify any person in this table of organization who is also an officer or an employee of Suffolk County. (Attach additional sheet if necessary.)

7. List all names and addresses of those individual shareholders holding more than five percent (5%) interest in the contractor/vendor. Conspicuously identify any shareholder who is also an officer or an employee of Suffolk County. (Attach additional sheet if necessary).

8. Does contractor/vendor derive 50% or more of its total revenues from its contractual or vendor relationship with Suffolk County? Yes No.
9. If you answered yes to 8 above, you must submit with this disclosure statement, a complete financial statement listing all assets and liabilities as well as a profit and loss statement. These statements must be certified by a Certified Public Accountant. (Strike this out if not applicable.)
10. The undersigned shall include this Contractor's/Vendor's Public Disclosure Statement with the contract. (Describe general nature of the contract.) _____

11. **Remedies.** The failure to file a verified public disclosure statement as required under local law shall constitute a material breach of contract. Suffolk County may resort, use or employ any remedies contained in Article II of the Uniform Commercial Code of the State of New York. In addition to all legal remedies, Suffolk County shall be entitled, upon a determination that a breach has occurred, to damages equal to fifteen percent (15%) of the amount of the contract.
12. If you are one of the entities listed below at a) through c) or you qualify under d) below, you are exempt from completing paragraphs numbered 1 through 11 herein:
- a) Hospital
 - b) Educational or governmental entities
 - c) Not-for-profit corporations
 - d) Contracts providing for foster care, family day-care providers or child protective services

Please check to the left side of the appropriate exemption.

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

Dated: _____
 Printed Name of Signer: _____
 Title of Signer: _____
 Name of Contractor/Vendor: _____

Signed: _____
 Phil Cardinale
 Supervisor
 Town of Riverhead

UNIFORM CERTIFICATE OF ACKNOWLEDGMENT
(Within New York State)

STATE OF NEW YORK)
 COUNTY OF SUFFOLK) ss.:

On the ____ day of _____ in the year 20__ before me, the undersigned, personally appeared Phil Cardinale personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies) and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

 (signature and office of individual taking acknowledgement)

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

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

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

Section I

Check if
Applicable

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

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

I/we further agree that I/we will not use County property to hold meetings to assist, promote, or deter union organizing. (Chapter 466-3E)

I/we further agree that if any expenditures or costs incurred to assist, promote, or deter union organizing are made,

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

I/we further affirm to the following as to the goods and/or services that are the subject of the contract with the County of Suffolk:

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

Section II

Check if
Applicable

The Union Organizing Law does not apply to this contract for the following reason(s): The Town of Riverhead does not meet the definition of County Contractor

since the Town is receiving less than \$50,000.00 pursuant to this agreement. See SC Law Sec. 466-2.

Section III

Contractor Name: Town of Riverhead Federal Employer ID#: 11-600-193-5
Contractor Address: 200 Howell Avenue Amount of Assistance: \$11,357
Riverhead, New York 11901 Vendor #: _____
Contractor Phone #: 631-727-3200
Description of project or service: Transportation funds for senior citizen program.

Section IV

In the event any part of the Union Organizing Law, Chapter 466 of the Laws of Suffolk County, is found by a court of competent jurisdiction to be preempted by federal and/or state law, this certification/declaration shall be void *ab initio*.

Section V

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

Authorized Signature

Phil Cardinale, Supervisor

Print Name and Title of Authorized Representative

Date

10/7/08

Adopted

TOWN OF RIVERHEAD

RESOLUTION # 868

AUTHORIZES THE TOWN OF RIVERHEAD TO SECURE PREMISES KNOWN AS
86 LANDING LANE, BAITING HOLLOW, RIVERHEAD, NEW YORK, 11901,
SCTM # 0600-039.00-06-027.000, PURSUANT TO RIVERHEAD TOWN CODE
CHAPTER 54

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

WHEREAS, Chapter 54 of the Riverhead Town Code entitled, "Unsafe Buildings and Collapsed Structures" authorizes the Riverhead Town Board to secure premises determined by the Building Inspector or Code Enforcement Official to be unsafe to the public; and

WHEREAS, a house and a pool structure purportedly owned by Thomas Jeffery located at 86 Landing Lane, Baiting Hollow, Riverhead, New York, 11901, Suffolk County Tax Map number 0600-039.00-06-027.000, has been determined by Riverhead Town Code Enforcement Official (CEO) Nicole Buckner to be unsafe to the public by reason of an unsecured house including unsecured front and rear doors and an unsecured pool structure thereby creating an attractive nuisance and immediate dangerous condition; and

WHEREAS, the unsecured house and pool structures pose an immediate safety threat to the residents of and visitors to the Town of Riverhead, especially children; and

WHEREAS, Riverhead Town Code Enforcement Official Nicole Buckner believes upon information and belief that the subject premises have been uninhabited for over three years; and

WHEREAS, CEO Nicole Buckner has represented that the subject premises should be immediately secured to prevent physical injury to residents, visitors and especially children; and

WHEREAS, Riverhead Town Code section 54-6(F)(2) authorizes the Riverhead Town Board to secure the subject premises utilizing general Town funds; and

WHEREAS, Riverhead Town Code section 54-6(F)(3) authorizes the Riverhead Town Board to reimburse general Town funds for the cost of work performed or the services rendered at its direction by assessment or levy upon lots or parcels of land where such work was performed and/or such services rendered so much of the actual costs as were actually incurred upon each lot or parcel and the charge therefore shall be assessed and collected in the same manner and in the same time as other ad valorem Town charges.

NOW THEREFORE BE IT RESOLVED, that the Town of Riverhead's Investigation Unit/Code Enforcement and/or the Town of Riverhead's Building & Grounds Department or any other designated town department is authorized to secure the house and pool structure at 86 Landing Lane, Baiting Hollow, Riverhead, New York, 11901 subject to the Riverhead Town Building Code, nunc pro tunc.

BE IT FURTHER RESOLVED that the cost of work performed and/or the services rendered shall be paid from general town funds if needed and then shall be a charge upon the assessment or levy of the subject property upon completion of the work performed and services rendered and shall be collected in the same manner and in the same time as other ad valorem Town charges.

BE IT FURTHER RESOLVED, that the Town Clerk is hereby directed to forward a certified copy of this resolution to: CEO Nicole Buckner, Town Investigation Unit; Buildings and Grounds Department; Leroy Barnes, Building Department; Office of the Supervisor; Town of Riverhead Police Department; Town Engineering Department; Tax Receiver; Assessor's Office and the Office of the Town Attorney and Thomas Jeffery at his last known address.

THE VOTE

Wooten	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Buckley	<input 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			

absent

The Resolution Was Was Not
Thereupon Duly Declared Adopted

10/7/08

TOWN OF RIVERHEAD

Adopted

RESOLUTION # 869

AUTHORIZES THE TOWN OF RIVERHEAD TO DIRECT CARMEN AND DIANA ALIFFI TO CUT THE GRASS TO A HEIGHT OF NO MORE THAN FOUR INCHES AT THE PREMISES KNOWN AS 1119 OSTRANDER AVENUE, RIVERHEAD, NEW YORK, 11901, SCTM # 0600-104.00-01-030.00, PURSUANT TO RIVERHEAD TOWN CODE CHAPTER 96

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

WHEREAS, Chapter 96 of the Riverhead Town Code entitled, "Trash, Rubbish And Refuse Removal" authorizes the Riverhead Town Board to direct removal of all trash, rubbish, garbage, weeds, grass, refuse or other objects by the land owner, renter or occupier of the property; and

WHEREAS, Chapter 96 of the Riverhead Town Code further authorizes the Riverhead Town Board to authorize removal of all trash, rubbish, garbage, weeds, grass, refuse or other objects to be paid from general town funds and assess costs if the land owner, renter or occupier fails to comply with the Town Board's direction to remove said items within 10 days from the date the notice directing compliance is mailed; and

WHEREAS, Richard Downs, Riverhead Town Ordinance Enforcement Officer observed on September 19, 2008, the accumulation of high weeds and grass in excess of eight inches in height at premises known as 1119 Ostrander Avenue, Riverhead, New York, 11901, SCTM # 0600-104.00-01-030.00, owned by Carmen and Diana Aliffi; and

WHEREAS, the accumulation of high grass and weeds pose a fire hazard, public nuisance and may affect neighborhood property values; and

WHEREAS, Riverhead Town Code section 96 authorizes the Riverhead Town Board to reimburse general Town funds for the cost of work performed or the services rendered by the Town of Riverhead at its direction by assessment or levy upon lots or parcels of land where such work was performed and/or such services rendered so much of the actual costs as were actually incurred upon each lot or parcel and the charge therefore shall be assessed and collected in the same manner and in the same time as other ad valorem Town charges.

NOW THEREFORE BE IT RESOLVED, that the Town of Riverhead's Investigation Unit is directed to notify Carmen and Diana Aliffi, as owners of the premises known as 1119 Ostrander Avenue, Riverhead, New York, 11901, SCTM # 0600-104.00-01-030.00, that they are directed to cut the grass at the subject premises to a height of no more than four (4) inches.

BE IT FURTHER RESOLVED that in the event Carmen and Diana Aliffi fail to cut the grass at the subject premises as previously stated herein in the statutory time limit contained within Chapter 96, the Town of Riverhead's Investigation Unit is hereby directed to facilitate the cutting of the grass to a height of no more than four (4) inches at 1119 Ostrander Avenue, Riverhead, New York 11901, the cost thereof to be paid from Town general funds.

BE IT FURTHER RESOLVED that the cost of work performed and/or the services rendered shall be a charge upon the assessment or levy of the subject property upon completion of the work performed and services rendered and shall be collected in the same manner and in the same time as other ad valorem Town charges.

BE IT FURTHER RESOLVED, that the Town Clerk is hereby directed to forward a certified copy of this resolution to: Carmen Aliffi at an address known by Ordinance Enforcement Officer;(CEO) Richard Downs, Diana Aliffi at an address known by Ordinance Enforcement Officer; (CEO) Richard Downs, Town Investigation Unit; Tax Receiver; Assessor Department; Building and Grounds and the Office of the Town Attorney.

THE VOTE

Wooten Yes No Buckley Yes No *absent*

Dunleavy Yes No Blass Yes No

 Cardinale Yes No

The Resolution Was Was Not
Thereupon Duly Declared Adopted

10/7/08

Adopted

TOWN OF RIVERHEAD

RESOLUTION # 870

AUTHORIZES THE TOWN OF RIVERHEAD TO DIRECT AMADO ANDRADE TO CUT THE GRASS TO A HEIGHT OF NO MORE THAN FOUR INCHES AT THE PREMISES KNOWN AS 29 RABBIT RUN, RIVERHEAD, NEW YORK, 11901, SCTM # 0600-084.00-02-034.04, PURSUANT TO RIVERHEAD TOWN CODE CHAPTER 96

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

WHEREAS, Chapter 96 of the Riverhead Town Code entitled, "Trash, Rubbish And Refuse Removal" authorizes the Riverhead Town Board to direct removal of all trash, rubbish, garbage, weeds, grass, refuse or other objects by the land owner, renter or occupier of the property; and

WHEREAS, Chapter 96 of the Riverhead Town Code further authorizes the Riverhead Town Board to authorize removal of all trash, rubbish, garbage, weeds, grass, refuse or other objects to be paid from general town funds and assess costs if the land owner, renter or occupier fails to comply with the Town Board's direction to remove said items within 10 days from the date the notice directing compliance is mailed; and

WHEREAS, Nicole Buckner, Riverhead Town Code Enforcement Officer observed on July 25, 2008 and again on September 24, 2008, the accumulation of high weeds and grass in excess of 2 feet in height at premises known as 29 Rabbit Run, Riverhead, SCTM # 0600-084.00-02-034.04, owned by Amado Andrade; and

WHEREAS, the accumulation of high grass and weeds pose a fire hazard, public nuisance and may affect neighborhood property values; and

WHEREAS, Riverhead Town Code section 96 authorizes the Riverhead Town Board to reimburse general Town funds for the cost of work performed or the services rendered by the Town of Riverhead at its direction by assessment or levy upon lots or parcels of land where such work was performed and/or such services rendered so much of the actual costs as were actually incurred upon each lot or parcel and the charge therefore shall be assessed and collected in the same manner and in the same time as other ad valorem Town charges.

NOW THEREFORE BE IT RESOLVED, that the Town of Riverhead's Investigation Unit/Code Enforcement is directed to notify Amado Andrade, as owner of the premises known as 29 Rabbit Run, Riverhead, SCTM # 0600-084.00-02-034.04 that he is directed to cut the grass at the subject premises to a height of no more than four (4) inches.

BE IT FURTHER RESOLVED that in the event Amado Andrade fails to cut the grass at the subject premises as previously stated herein in the statutory time limit contained within Chapter 96, the Town of Riverhead's Code Enforcement Division is hereby directed to facilitate the cutting of the grass to a height of no more than four (4) inches at 29 Rabbit Run, Riverhead, the cost thereof to be paid from Town general funds.

BE IT FURTHER RESOLVED that the cost of work performed and/or the services rendered shall be a charge upon the assessment or levy of the subject property upon completion of the work performed and services rendered and shall be collected in the same manner and in the same time as other ad valorem Town charges.

BE IT FURTHER RESOLVED, that the Town Clerk is hereby directed to forward a certified copy of this resolution to: Amado Andrade at an address known by Code Enforcement; CEO Nicole Buckner, Town Investigation Unit; Tax Receiver; Assessor Department; Building and Grounds and the Office of the Town Attorney.

THE VOTE

Wooten	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Buckley	<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
Thereupon Duly Declared Adopted

Adopted

RESOLUTION # 871

10/7/08

RATIFIES RESOLUTION AUTHORIZING LEGAL ACTION AGAINST THE OWNERS, TENANTS, OCCUPANTS AND MORTGAGEE OF THE PROPERTY LOCATED ON ROUTE 25, CALVERTON, NEW YORK

COUNCILMAN WOOTEN offered the following resolution, was seconded by

COUNCILWOMAN BLASS :

WHEREAS, the Town Board has determined that the property situated at Route 25, Calverton, New York, identified on the Suffolk County Tax Map as 0600-135.00-01.00-007.034 is being used and occupied in violation of various sections of the Code of the Town of Riverhead;

NOW, THEREFORE, BE IT RESOLVED, that the attached Resolution authorizing legation action against the owners, tenants, occupants and mortgagee of the property located at Route 25, Calverton, New York, identified on the Suffolk County Tax Map as 0600-135.00-01.00-007.034, New York, and be it further

RESOLVED that Dawn C. Thomas, Town Attorney for the Town of Riverhead is authorized to institute legal action in the name of the Town of Riverhead against the owners, tenants, occupants and mortgagee of the property situated at Route 25, Calverton, New York, identified on the Suffolk County Tax Map as 0600-135.00-01.00-007.034, New York, in the Supreme Court of the State of New York to enjoin the illegal use, occupancy and/or maintenance of said property; and be it further

RESOLVED, that it is left to the discretion of Dawn C. Thomas, Town Attorney for the Town of Riverhead as whether said cause of action should seek monetary and/or punitive damages and/or injunctive relief against the owners, tenants, occupants and/or mortgagee of said property for their illegal use, occupancy and maintenance of said property.

WOOTEN YES NO BUCKLEY ^{absent} ~~YES NO~~

DUNLEAVY YES NO BLASS YES NO

CARDINALE YES NO

THIS RESOLUTION IS IS NOT
DECLARED DULY ADOPTED

10/7/08

Adopted

AUTHORIZES SUPERVISOR TO EXECUTE
AGREEMENT WITH VERIZON WIRELESS
ROUTE 58 TANK, RIVERHEAD WATER DISTRICT

RESOLUTION # 872
ADOPTED _____

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

WHEREAS, an agreement has been proposed between the Riverhead Water District (hereinafter referred to as Lessor) and Verizon Wireless (hereinafter referred to as Lessee) wherein Lessee desires to use a portion of premises owned by the Riverhead Water District for the installation, maintenance and operation of a wireless personal communications service system facility, and

WHEREAS, the Town Board held a public hearing on this matter on the 5th day of August, 2008, wherein all persons wishing to be heard were heard, and

WHEREAS, the specific terms and conditions of the agreement have been reduced to writing and are contained in a certain proposed lease agreement which was attached as Exhibit A to resolution adopted by the Town Board at its meeting of July 1, 2008 entitled, "Order Calling Public Hearing Lease Agreement With Verizon Wireless Route 58 Tank, Riverhead Water District", and is on file with the Town Clerk.

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board of The Town of Riverhead, as governing body of the Riverhead Water District, hereby authorizes the Town Supervisor to execute the lease agreement described above, and

BE IT FURTHER RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to Gary Pendzick, Frank Isler, Esq., and Steven Mark, Esq. at Amato & Associates, P.C., 666 Old Country Road, Suite 901, Garden City, NY 11530.

THIS RESOLUTION PREPARED BY FRANK ISLER, ESQ., FOR THE RIVERHEAD WATER DISTRICT

absent

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

October 7, 2008

Adopted

TOWN OF RIVERHEAD

REJECTS BID AND AUTHORIZES TOWN CLERK TO REPUBLISH & REPOST
NOTICE TO BIDDERS FOR ELECTRIC MOTOR EMERGENCY
REPAIR/REPLACEMENT FOR USE BY THE RIVERHEAD WATER DISTRICT

RESOLUTION # 873

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

WHEREAS, the Town Clerk was authorized to publish and post a notice to bidders for electric motor emergency repair/replacement; and

WHEREAS, bids received and opened on August 7, 2008, at 11:00 a.m., the date and time specified in to said notice; and

WHEREAS, after reviewing the bids, it was determined that it would be in the best interest of the Town of Riverhead to reject the bids received and republish and repost the notice to bidders for electric motor emergency repair/replacement.

NOW, THEREFORE, BE IT RESOLVED, that the Town Clerk be and is hereby authorized to republish and repost the attached Notice to Bidders for Electric Motor Emergency Repair/Replacement to be used by the Riverhead Water District in the October 16, 2008, issue of *The News-Review*.

THE VOTE

Wooten Yes No

Buckley Yes No *absent*

Dunleavy Yes No

Blass Yes No

Cardinale Yes No

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

**TOWN OF RIVERHEAD
NOTICE TO BIDDERS**

Sealed bids for the purchase of **ELECTRIC MOTOR EMERGENCY REPAIR/REPLACEMENT** 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 **October 28, 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".

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 addressed to: **TOWN CLERK, TOWN OF RIVERHEAD, 200 HOWELL AVENUE, RIVERHEAD, NEW YORK, 11901**, and bear the designation: **BID FOR ELECTRIC MOTOR EMERGENCY REPAIR/REPLACEMENT – BID #08-35A-RWD.**

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD

Barbara Grattan, Town Clerk

October 7, 2008

Adopted

TOWN OF RIVERHEAD

RESOLUTION # 874

RATIFIES THE AUTHORIZATION TO THE TOWN CLERK TO POST AND PUBLISH THE PURCHASE OF CABINETRY FOR THE EAST ARTS COUNCIL CARRIAGE HOUSE

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

RESOLVED, that the Town Board of the Town of Riverhead be and does hereby ratify the authorization of the Town Clerk to post and publish the attached Notice to Bidders in the October 9, 2008 issue of the official Town newspaper or by visiting the Town of Riverhead website: www.riverheadli.com and click on Bid Requests for the purchase of cabinetry for the East End Arts Council Carriage House, Riverhead, New York; and

BE IT FURTHER RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution Christina Kempner, Community Development Director, Pat Snyder, Director, East End Arts Council, 133 East Main Street, Riverhead, NY 11901, Gary Jacquemin, AIA, 115 Griffing Avenue, Riverhead, NY 11901, and a copy to Kenneth Testa, P.E., Town Engineer, Purchasing Department and the Office of Accounting.

absent

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 Cabinetry for the East End Arts Council Carriage House, Riverhead, New York will be received by the Town of Riverhead at the Office of the Town Clerk, Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, until 11:00 am on October 24, 2008 at which time they will be publicly opened and read aloud.

Plans and specifications may be examined and/or obtained on or about October 9, 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 \$50 fee will be required for each hard copy of the contract documents.

Each proposal must be submitted on the form provided in a sealed envelope clearly marked "Cabinetry for East End Arts Council Carriage House".

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, New York 11901

Dated: October 7, 2008

10/7/08

Adopted

TOWN OF RIVERHEAD

RESOLUTION # 875

Authorizes Town Clerk to Publish and Post Notice for Public Hearing Regarding
Community Development Block Grant ("CDBG") 2009 Funds

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

WHEREAS, the Town of Riverhead has an ongoing CDBG Program and plans to prepare an application for CDBG Funds for Fiscal Year 2009; and

WHEREAS, the Town wishes to solicit comments from the public with regard to the development of said application; and

THEREFORE, BE IT RESOLVED, that the Riverhead Town Board hereby authorizes publishing and posting of the attached public notice of public hearing as a legal advertisement in the Thursday, October 9, 2008, issue of the News Review and to post same on the signboard in Town Hall.

THEREFORE, BE IT FURTHER RESOLVED, that the Town Clerk shall provide a certified copy of this resolution to Suffolk County Community Development Director Joseph T. Sanseverino and Community Development Department Director Chris Kempner.

THE VOTE

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

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

**TOWN OF RIVERHEAD
PUBLIC NOTICE**

PLEASE TAKE NOTICE that a public hearing will be held on the 5th day of November, 2008, at 2:15 p.m. at Riverhead Town Hall, 200 Howell Avenue, New York, to hear all interested persons with regard to the development of the Town of Riverhead's Community Development Block Grant Application for Fiscal Year 2009.

Eligible categories for Community Development funding include:

1. Acquisition and demolition of Real Property;
2. Public Facilities and Improvements;
3. Housing Rehabilitation;
4. Historical Preservation;
5. Public Water or Sewer Projects;
6. Removal of Architectural Barriers;
7. Administration Activities.

The hearing will provide citizens of the Town of Riverhead the opportunity to comment upon the development of the proposed application as well as the performance of any active Community Development Block Grant. Further information concerning the Community Development Program can be obtained at Riverhead Town Hall, Community Development Department, 200 Howell Avenue, Riverhead, New York 11901, (631) 727-3200 ext. 287.

A County-wide public hearing will be scheduled at a later date for final review and comments on the overall Community Development Department Program prior to submission to the United State Department of Housing and Urban Development.

Dated: October 9, 2007

BY ORDER OF THE TOWN BOARD
TOWN OF RIVERHEAD, NEW YORK

BARBARA GRATTAN, TOWN CLERK

10/7/08

Adopted

TOWN OF RIVERHEAD

Resolution # 876

**ACCEPTS 100% SITE PLAN SECURITY OF MONTGOMERY DISTRIBUTORS
LLC
(American Service Station, Jamesport)**

COUNCILMAN DUNLEAVY

offered the following resolution,

COUNCILMAN WOOTEN

which was seconded by _____:

WHEREAS, Montgomery Distributors LLC has posted an M and T Bank Irrevocable Standby Letter of Credit No. SB-912074-0001 in the sum of Ninety Three Thousand Five Hundred (\$93,500.00) Dollars representing the 100% site plan security in connection with Riverhead Planning Board Resolution #73, dated August 7, 2008, for improvements to be made at an existing gas station located on the southeast corner of Main Road, (Route 25) and Washington Avenue Jamesport, New York, further described as Suffolk County Tax Map #0600-68-4-1, pursuant to Section 108-133 (I) of the Riverhead Town Code; and

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

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby accepts M and T Bank Irrevocable Standby Letter of Credit No. SB-912074-0001 in the sum of Ninety Three Thousand Five Hundred (\$93,500.00) Dollars, naming the Town of Riverhead as beneficiary, representing the 100% site plan security in connection with Riverhead Planning Board Resolution #73 dated August 7, 2008; and be it further

RESOLVED, that the Town Clerk is hereby authorized to forward a certified copy of this resolution to Montgomery Distributors LLC, 90 Merrick Avenue, Suite 510, East Meadow, New York, 11554, M & T Bank, 25 South Charles Street – 11th Floor, Baltimore, MD 21201, Attn: Phyllis Malekiani, V.P. and copies to the Planning Department, the Building Department of the Office of the Town Attorney.

absent
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**

10/7/08

Adopted

TOWN OF RIVERHEAD

Resolution # 877

ACCEPTS 100% SECURITY OF SUFFOLK COUNTY NATIONAL BANK

COUNCILMAN WOOTEN

_____ offered the following resolution,

which was seconded by COUNCILWOMAN BLASS _____:

WHEREAS, Suffolk County National Bank has posted a Suffolk County National Bank Check #8006863 in the sum of Ten Thousand (\$10,000.00) representing the 100% site plan security bond in connection with Riverhead Planning Board Resolution #74, dated August 8, 2008, for renovations to the existing bank branch located at the northwest corner of Roanoke Avenue and West Second Street and extending up to Railroad Avenue to the north in Riverhead, New York, further described as Suffolk County Tax Map #0600-128-5-9.1, pursuant to Section 108-133 (I) of the Riverhead Town Code; and

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

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby accepts Suffolk County National Bank Check #8006863 in the sum of Ten Thousand (\$10,000.00) representing the 100% site plan security bond in connection with Riverhead Planning Board Resolution #74 dated August 8, 2008; and be it further

RESOLVED, that the Town Clerk is hereby authorized to forward a certified copy of this resolution to Suffolk County National Bank, P.O. Box 9000, Riverhead, New York, 11901, Attn: Charles Anderson and copies to the Planning Department, the Building Department, the Office of Accounting and the Office of the Town Attorney.

absent

THE VOTE

Buckley yes no Wooten yes no

Dunleavy yes no Blass yes no

Cardinale yes no

THE RESOLUTION 1 WAS 1 WAS NOT THEREFORE DULY ADOPTED

10/07/08

TOWN OF RIVERHEAD

Adopted

Resolution # 878

AUTHORIZES THE RELEASE OF BONDS FOR KROEMER AVENUE HOLDINGS INC.

offered the following resolution,

COUNCILWOMAN BLASS

which was seconded by

COUNCILMAN DUNLEAVY

WHEREAS, Kroemer Avenue Holdings, Inc. posted two performance bonds (#0268701 and #0268702 International Fidelity Insurance Company) in the amounts of Forty Six Thousand Dollars (\$46,000) and One Hundred Two Thousand One Hundred Forty Four Hundred Dollars (\$102,144) for the construction of two buildings to the rear of the property pursuant to Town Board Resolution #448 dated May 18, 1999 at Kroemer Avenue, Riverhead, New York further described as Suffolk County Tax Map Number 0600 /119.-1-28.7 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 satisfaction of the Building Department and the Planning Department pursuant to the approved site plan resulting in the issuances of two Certificates of Occupancy have been issued,

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby authorizes the release of the performance bonds (#0268701 and #0268702) in the amounts of Forty Six Thousand Dollars (\$46,000) and One Hundred Two Thousand One Hundred Forty Four Dollars (\$102,144) and

BE IT FURTHER RESOLVED, that the Town Clerk is hereby authorized to forward a certified copy of this resolution to Kroemer Avenue Holdings, Inc., PO Box 1058, Riverhead, New York 11901 and copies to the Building Department; the Planning Department and the Town Attorney's Office.

THE VOTE

Buckley ^{absent} Yes No Wooten Yes No
Dunleavy Yes No Blass Yes No
Cardinale Yes No

The Resolution Was Was Not
Therefore Duly Adopted

10/7/08

TOWN OF RIVERHEAD

Adopted

Resolution # 879

**AUTHORIZING THE TOWN OF RIVERHEAD TO ORDER
AN APPRAISAL FOR PROPERTY LOCATED AT 542 EAST MAIN STREET,
RIVERHEAD, KNOWN AS THE EAST LAWN BUILDING**

COUNCILMAN DUNLEAVY offered the following resolution and was

seconded by COUNCILMAN WOOTEN:

WHEREAS, the Town of Riverhead and its government has steadily expanded in recent years and, as a result, the space currently being utilized by the Town limits the Town's ability to centralize its offices and expand departments, personnel and services; and

WHEREAS, in order to accommodate the Town's growth and the Town's desire to increase services and staff for its citizens, the Town Board has entered into negotiations to purchase a parcel of real property located on Pulaski Street, Riverhead, New York; and

WHEREAS, the purchase of the Pulaski Street property will permit the Town to relocate several departments and as such the real property located at 542 East Main Street, Riverhead, New York, known as the East Lawn Building, designated on the Suffolk County Tax Map as 0600-129.00-03.00-035.002 may no longer be needed; and

WHEREAS, Resolution No. 803, adopted at the September 16, 2008 Town Board Meeting, authorized Harold F. Tranchon, Jr. to provide appraisal services; and

WHEREAS, Harold F. Tranchon, Jr. has advised the Town that he is unable to provide said appraisal services to the Town of Riverhead,

NOW, THEREFORE, BE IT RESOLVED, that the Town of Riverhead is authorized to retain the services of Rogers & Taylor Appraisers, Inc. for the purposes of providing professional services regarding fair market value of 542 East Main Street, Riverhead, New York, known as the East Lawn Building in the event the Town of Riverhead declares that said real property is no longer needed and declares said property surplus, and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Rogers & Taylor Appraisers, Inc., 300 Wheeler Road, Suite 302, Hauppauge, New York 11788, 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

WOOTEN YES ___ NO BUCKLEY ^{absent} ~~___ YES ___ NO~~

DUNLEAVY YES ___ NO BLASS YES ___ NO

CARDINALE YES ___ NO

THIS RESOLUTION IS ___ IS NOT
DECLARED DULY ADOPTED

10/7/08

TOWN OF RIVERHEAD

Adopted

Resolution # 880

**AUTHORIZING THE TOWN OF RIVERHEAD TO
ORDER AN APPRAISAL FOR PROPERTY LOCATED AT
209 EAST AVENUE, RIVERHEAD**

COUNCILMAN WOOTEN offered the following resolution and was
seconded by COUNCILWOMAN BLASS:

WHEREAS, in order to accommodate the growth and improvement of the Downtown Business District and expanded Suffolk County Courthouse Complex, the Town desires to increase parking in the vicinity of the downtown and courthouse area; and

WHEREAS, the parcel located at 209 East Avenue, Riverhead, New York, described as S.C.T.M. Nos. 0600-129.00-01.00-004.00, is located within close proximity to the downtown area and courthouse complex; and

WHEREAS, the Town Board is interested in evaluating the property for possible purchase; and

WHEREAS, Resolution No. 804, adopted at the September 16, 2008 Town Board Meeting, authorized Edwin Fishel Tuccio to provide appraisal services; and

WHEREAS, Edwin Fishel Tuccio has advised the Town that he is unable to provide said appraisal services to the Town of Riverhead,

NOW, THEREFORE, BE IT RESOLVED, that the Town of Riverhead is authorized to retain the services of Frederick Wood Associates, for the purposes of providing professional services regarding fair market value of 209 East Avenue, Riverhead, New York, and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Frederick Wood Associates, P.O. Box 538, Bellport, New York 11713, 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

WOOTEN	<input checked="" type="checkbox"/>	YES	<input type="checkbox"/>	NO	BUCKLEY	<input 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					
THIS RESOLUTION <input checked="" type="checkbox"/> IS <input type="checkbox"/> IS NOT DECLARED DULY ADOPTED									

10/7/08

TOWN OF RIVERHEAD

Adopted

Resolution # 881

AUTHORIZES TOWN CLERK TO PUBLISH AND POST A PUBLIC NOTICE TO CONSIDER A LOCAL LAW TO AMEND CHAPTER 18 ENTITLED "CODE OF ETHICS" OF THE RIVERHEAD TOWN CODE

COUNCILWOMAN BLASS

offered the following resolution, was seconded by

COUNCILMAN DUNLEAVY :

RESOLVED, that the Town Clerk be and is hereby authorized to publish the attached public notice once in the October 16, 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 local law amending Chapter 18 entitled "Code of Ethics" §18-10 entitled "Annual financial disclosure and conflict statement" and §18-16 entitled "Designation of Town officers and employees required to file annual financial disclosure and conflict statements" of the Riverhead Town Code 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 members of the Riverhead Town Board, Chairperson of the Ethics Board, Director of Personnel, Office of the Town Attorney and the Town Clerk.

WOOTEN YES NO BUCKLEY YES NO *absent*

DUNLEAVY YES NO BLASS YES NO

CARDINALE YES NO

THIS RESOLUTION IS IS NOT
DECLARED 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 5th day of November, 2008 at 2:05 o'clock p.m. to consider a local law amending Chapter 18 entitled "Code of Ethics", §18-10 and 18-16 of the Riverhead Town Code as follows:

§18-10. Annual financial disclosure and conflict statement.

B. Time and place for filing.

- (1) Annual financial disclosure and conflict statements shall be filed with the Town Clerk on or before ~~July~~ March 15 of each year;
- (2) Newly elected officials ~~Town agency appointees and applicable Town officers and employees~~ shall file their first annual financial disclosure and conflict statement with the Town Clerk within 30 days after appointment and on or before each subsequent ~~July~~ March 15 thereafter.

§18-16. Designation of Town officers and employees required to file annual financial disclosure and conflict statements

Within 90 days after the effective date of this chapter, and during the month of ~~June~~ January each year thereafter, the Supervisor shall:

- B. Notify all such officers and employees of their obligation to file an annual financial disclosure and conflict statement on the current year's form.
- C. Notify all new officers and employees, subject to §18-10, within 10 days of appointment of their obligation to file an annual financial disclosure and conflict statement on the current year's form within 30 days and on or before ~~July~~ March 15 of each year thereafter.

- Underline represents addition(s)
- Strikethrough represent deletion(s)

Dated: Riverhead, New York
October 7, 2008

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD

BARBARA GRATTAN, Town Clerk

10/7/08

TOWN OF RIVERHEAD

Adopted

Resolution # 882

AUTHORIZES TOWN CLERK TO PUBLISH AND POST A PUBLIC NOTICE TO CONSIDER A LOCAL LAW TO AMEND CHAPTER 44 ENTITLED "AGRICULTURAL LANDS PRESERVATION" OF THE RIVERHEAD TOWN CODE

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

RESOLVED, that the Town Clerk be and is hereby authorized to publish the attached public notice once in the October 16, 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 local law amending Chapter 44 entitled "Agricultural Lands Preservation", §44-6 entitled "Administration by Farmland Preservation Committee" of the Riverhead Town Code 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 Planning Department, Farmland Preservation Committee, Office of the Town Attorney and the Town Clerk.

WOOTEN YES NO BUCKLEY ^{absent} YES NO
DUNLEAVY YES NO BLASS YES NO
CARDINALE YES NO
THIS RESOLUTION IS IS NOT
DECLARED 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 5th day of Noember, 2008 at 2:10 o'clock p.m. to consider a local law amending Chapter 44 entitled "Agricultural Lands Preservation" of the Riverhead Town Code as follows:

§44-6. Administration by Farmland Preservation Committee.

A. The Farmland Preservation Committee shall be composed of seven members appointed by the Town Board for staggered two-year terms as follows:

(1) Four ~~residents~~ members of the agricultural community of the town who are actively engaged in the ownership and operation of a farm located on the agricultural lands within the Town of Riverhead, as appointed by the Town Board.

- Underline represents addition(s)
- Strikethrough represent deletion(s)

Dated: Riverhead, New York
October 7, 2008

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD

BARBARA GRATTAN, Town Clerk

10/7/08

TOWN OF RIVERHEAD

Adopted

Resolution # 883

RESOLUTION SUBJECT TO PERMISSIVE REFERNDUM AUTHORIZING THE SALE OF TOWN OF RIVERHEAD PARCELS IN CONNECTION WITH WORKFORCE HOUSING

COUNCILMAN WOOTEN _____ offered the following resolution, was seconded by **COUNCILWOMAN BLASS** _____:

WHEREAS, the Town of Riverhead has received title to the following parcels from Suffolk County in order to develop workforce housing for those presently living or working within the Town of Riverhead; and

WHEREAS, the specific workforce housing sites are as follows:

<u>SCTM#</u>	<u>Address</u>	<u>Parcel Size</u>
0600-81-2-14	207 Horton Avenue	.18 acres
0600-65-1-11	54 Oak Drive	.25 acres
0600-65-1-17	26 Oak Drive	.11 acres
0600-105-2-75	74 Lewis Street	.21 acres
0600-105-2-74	88 Lewis Street	.21 acres
0600-105-2-14	18 Melene Street	.21 acres
0600-105-2-6	23 Melene Street	.22 acres

WHEREAS, construction of the single-family workforce housing has commenced, buyers have been selected, contracts of sale have been executed and buyer financing has been obtained.

NOW THEREFORE BE IT HEREBY RESOLVED, that the Town Board of the Town of Riverhead hereby authorizes the sale of the above referenced parcels in accordance with the respective Contract of Sales; and be it further

RESOLVED, that the Supervisor, on behalf of the Town Board, is hereby authorized to execute any documents necessary for the transfer of title of said parcels in a form and substance acceptable to the Town Attorney; and be it further

RESOLVED, that this resolution shall be subject to permissive referendum as provided in Article 7 of the New York State Town Law; and be it further

10/7/08

Adopted

TOWN OF RIVERHEAD

Resolution # 884

RESOLUTION SUBJECT TO PERMISSIVE REFERNDUM AUTHORIZING THE SALE OF TOWN OF RIVERHEAD PARCELS IN CONNECTION WITH WORKFORCE HOUSING

COUNCILWOMAN BLASS

_____ offered the following resolution, was seconded by

COUNCILMAN DUNLEAVY :

WHEREAS, the Town Board of the Town of Riverhead recognizes the extreme need to create affordable Workforce housing for those who live and work in the Town of Riverhead; and

WHEREAS, two parcels have been acquired by the Town of Riverhead for the purpose of resale as affordable housing; and

WHEREAS, the specific workforce housing sites are as follows:

<u>SCTM#</u>	<u>Address</u>	<u>Parcel Size</u>
0600-105-2-26	59 Segal Avenue	.21 acres
0600-105-2-36	23 Lewis Street	.25 acres

WHEREAS, construction of the single-family workforce housing has commenced, buyers have been selected, contracts of sale have been executed and buyer financing has been obtained.

NOW THEREFORE BE IT HEREBY RESOLVED, that the Town Board of the Town of Riverhead hereby authorizes the sale of the above referenced parcels in accordance with the respective Contract of Sales; and be it further

RESOLVED, that the Supervisor, on behalf of the Town Board, is hereby authorized to execute any documents necessary for the transfer of title of said parcels in a form and substance acceptable to the Town Attorney; and be it further

RESOLVED, that this resolution shall be subject to permissive referendum as provided in Article 7 of the New York State Town Law; and be it further

RESOLVED, that the Town Clerk is hereby directed to publish and post the attached public notice in accordance with Article & of the New York State Town Law.

THE VOTE

Buckley *ibp* 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
PUBLIC NOTICE**

PLEASE TAKE NOTICE that at a regularly scheduled meeting held on October 7, 2008, at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, the Town Board of the Town of Riverhead adopted a resolution, subject to permissive referendum, authorizing the sale of two Town of Riverhead owned parcels in connection with workforce housing. The specific workforce housing sites are as follows:

<u>SCTM#</u>	<u>Address</u>	<u>Parcel Size</u>
0600-105-2-26	59 Segal Avenue	.21 acres
0600-105-2-36	23 Lewis Street	.25 acres;

and be it further

RESOLVED, that the Supervisor, on behalf of the Town Board, was authorized to execute any documents necessary for the transfer of title of said parcels in a form and substance acceptable to the Town Attorney; and be it further

RESOLVED, that this resolution shall be subject to permissive referendum as provided in Article 7 of the New York State Town Law; and be it further

RESOLVED, that the Town Clerk was directed to publish and post this public notice in accordance with Article 7 of the New York State Town Law.

Dated: Riverhead, New York
October 7, 2008

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

BARBARA GRATTAN, Town Clerk

October 7, 2008

Adopted

TOWN OF RIVERHEAD

Resolution # 885

Authorizes Final Scope of Issues on Draft Environmental Impact Statement of Historic Village at Jamesport

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

WHEREAS, the Riverhead Town Board is in receipt of a special permit petition from Robert Stromski, RA as authorized representative of Jul-Bet Enterprises, LLC pursuant to Article XXVIA and Article LII, Section 108-282B.(1)and(4) of the Town Code to construct a commercial center of 10 buildings with an aggregate size of 42,000sq.ft. including professional offices and bistro uses 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, by Resolution #773 of 8/7/07 the Riverhead Town Board declared themselves lead agency in the environmental review of the project which they classified as an Unlisted action, and

WHEREAS, the lead agency Town Board by Resolution #178 of 3/4/08 rendered a positive declaration of significance on the project finding the potential existed for significant impact upon the natural and social environment and that an Environmental Impact Statement would be prepared, and

WHEREAS, subsequent to the applicant's submission of a draft scope of issues the lead agency Town Board held a scoping hearing to solicit public comment on the adequacy of the submitted draft scope, and

WHEREAS, the Riverhead Planning Department has considered the draft scope and the oral and written comments received and has developed a final scope document for the preparation of the Draft Environmental Impact Statement, now

THEREFORE, BE IT

RESOLVED, that the Riverhead Town Board authorizes the Riverhead Planning Department to transmit its final scope of issues to the applicant and to involved agencies in accordance with 6 NYCRR Part 617.8(f), and

BE IT FURTHER

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

THE VOTE

Wooten Yes No Dunleavy Yes No

Buckley ~~Yes~~ No *absent* Blass Yes No

Cardinale Yes No

THE RESOLUTION WAS WAS NOT
THEREFORE DULY ADOPTED

Adopted

October 7, 2008

RESOLUTION # 886

AWARDS BID FOR DEMOLITION OF STRUCTURE AT 1114 WOODCREST AVENUE, RIVERHEAD FOR COMMUNITY DEVELOPMENT

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

WHEREAS, the Town Clerk was authorized to publish and post a Notice to Bidders for the Demolition of a structure located at 1114 Woodcrest Avenue, Riverhead; and

WHEREAS, four (4) bids were received, opened and read aloud on the 23rd day of June, 2008 at 11:00 am in the Office of the Town Clerk, 200 Howell Avenue, Riverhead, New York.

NOW, THEREFORE, BE IT RESOLVED, that the bid for the demolition of a structure at 1114 Woodcrest Avenue, Riverhead be and is hereby awarded to Diversyfyed Construction Corporation in the amount of Twenty Three Thousand Four Hundred Fifty One & 00/100 (\$23,451.00); and

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

BE IT FURTHER RESOLVED, that the Town Board be and does hereby authorize the Town Supervisor to execute an agreement for the demolition of the structure located at 1114 Woodcrest Avenue, Riverhead; and

BE IT FURTHER RESOLVED, that the Town Board be and does hereby authorize the Assistant Town Engineer to secure a Town of Riverhead purchase order from the Purchasing Department in the amount of \$23,451.00; and

BE IT FURTHER RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to Diversyfyed Construction Corporation, 28 Garfield Avenue, Bay Shore, NY 11706 and Christina Kempner, Community Development Director, and copies to Christine Fetten, P.E., Assistant Town Engineer, Purchasing Department and the Office of Accounting.

THE VOTE

Dunleavy Yes No

Buckley ^{absent} Yes No

Blass Yes No

Wooten Yes No

Cardinale Yes No

THE RESOLUTION WAS WAS NOT THEREFORE DULY ADOPTED.

Ken Testa

From: Julie Oneill [oneill@riverheadli.com]
Sent: Monday, June 23, 2008 4:34 PM
To: Barbara Blass; Barbara Grattan; Dawn Thomas; Maryann Tague; Phil Cardinale; Timothy Buckley; fetten@riverheadli.com
Cc: Ken Testa; wooten@riverheadli.com; dunleavy@riverheadli.com; kempner@riverheadli.com
Subject: Bid report for Demolition of 1114 Woodcrest Avenue

TO: **Supervisor Cardinale, Councilwoman Blass, Councilmen Dunleavy, Buckley, Wooten, Dawn Thomas-Town Attorney, Engineering, Community Development and Maryann Tague**

FROM: **Barbara Grattan, Town Clerk**

DATE: **June 23, 2008**

RE: **Bid Report for Demolition of Structure 1114 Woodcrest Avenue, Riverhead**

Four bids were received and opened on June 23, 2008 at 11:00am

- | | | |
|-----------|--|-----------------|
| 1. | Norman Kurrass Contractor
264 Atlantic Avenue
E Patchogue NY 11772 | \$46,580 |
| 2. | Guillo Contraction Corp.
3829 Middle Country Road
Calverton NY 11933 | \$31,200 |
| 3. | Bodkin Excavating
PO Box 624
Patchogue NY 11772 | \$24,800 |
| 4. | Diversyfiend Construction Corp.
28 Garfield Avenue
Bay Shore NY 11706 | \$23,451 |

October 7, 2008

Adopted

TOWN OF RIVERHEAD
RESOLUTION # 887

**AUTHORIZES THE SUPERVISOR TO EXECUTE SUB GRANT AGREEMENTS
WITH SOCIAL SERVICE ORGANIZATIONS RECEIVING SUFFOLK COUNTY
2008 COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING**

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

WHEREAS, grant funding is available from the U.S. Department of Housing and Urban Development ("HUD") to provide funds through the Suffolk County Office of Community Development to the Town of Riverhead for eligible activities under the Housing and Community Development Act of 1974; and

WHEREAS, the Town of Riverhead Community Development Department ("CDD") has applied for and received an award of HUD Community Development Block Grant ("CDBG") funds in the amount of \$156,000 to fund the Town of Riverhead Home Improvement Program, various social service agencies and CDBG administrative expenses (see attached contract EXHIBIT VI for funding breakdown); and

WHEREAS, the Town of Riverhead is to provide \$5,000 to each the following five social service organizations:

- Riverhead Community Awareness Program
- Bread and More Soup Kitchen
- Open Arms Care Center
- Dominican Sisters Home Health Services
- Maureen's Haven

NOW, THEREFORE, BE IT RESOLVED, that the Riverhead Town Board hereby authorizes the Town Supervisor to execute the sub-recipient grant agreements with the above mentioned social service organizations.

BE IT FURTHER RESOLVED, that the Town Clerk shall provide notification of this resolution to Community Development Department and the Accounting Department.

THE VOTE

Wooten Yes No

Buckley Yes No *absent*

Dunleavy Yes No

Blass Yes No

Cardinale Yes No

THE RESOLUTION WAS WAS NOT
THEREFORE DULY ADOPTED.

EXHIBIT VI
ENVIRONMENTAL REQUIREMENTS
CONDITIONAL APPROVALS OF USE OF FUNDS
TOWN OF RIVERHEAD
2008 (YEAR 34)

1. Funds may be obligated or utilized for the payment of responsible administrative costs related to the planning and execution of projects listed below and other related activities specified under 24 CFR 58.34 as exempt from environmental review requirements, including eligible planning, design and environmental activities. However a determination must be documented in writing that each activity or project is exempt and meets the conditions specified for such exemption under this section.

2. The obligation or utilization of funds for the activities shown below, except as provided under Section (1), above, is prohibited without the further express written authorization of HUD through a Release of Funds.

<u>PROJECT NUMBER</u>	<u>PROJECT DESCRIPTION</u>	<u>BUDGET</u>
060101-14A-08	Home Improvement Program	\$121,850.00
062901-05-08	Community Awareness Program	\$5,000.00
063001-05-08	Bread and More Soup Kitchen	\$5,000.00
063601-05-08	Open Arms Care Center	\$5,000.00
064001-05-08	Dominican Sisters Home Health Service	\$5,000.00
064701-05-08	Maureen's Haven	\$5,000.00
069901-21A-08	Administration	\$9,150.00
	Total Budget	<u>\$156,000.00</u>

August 5, 2008

Adopted

TOWN OF RIVERHEAD

RESOLUTION # 707

CDBG CONSORTIUM 2008

BUDGET ADOPTION

COUNCILMAN BUCKLEY

offered the following resolution,

which was seconded by

COUNCILMAN WOOTEN

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

	<u>FROM</u>	<u>TO</u>
181.084910.493000.06908 Federal Aid	\$156,000	
181.086680.540000.06908 Home Improvement Program		\$121,850
181.086760.542200.06908 Soup Kitchen Supplies		\$ 10,000
181.086760.543401.06908 Family Service – Training & Education		\$ 5,000
181.086760.543408.06908 Drug Abuse Prevention Education		\$ 5,000
181.086760.543410.06908 Homeless Outreach		\$ 5,000
181.086860.540000.06908 Administration		\$ 9,150

BE IT FURTHER RESOLVED, that the Town Clerk shall provide a certified copy of this resolution to Community Development Department and the Accounting Department.

THE VOTE

Blass ~~Yes~~ No

Wooten ~~Yes~~ No

Dunleavy ~~Yes~~ No

Buckley ~~Yes~~ No

Cardinale ~~Yes~~ No

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

CDD - ckempner

SUBRECIPIENT AGREEMENT

Name of Subrecipient: BREAD & MORE INN

Project Name: SOUP KITCHEN

THIS AGREEMENT, made the ___ day of _____, 2008, by and between the TOWN OF RIVERHEAD, a municipal Corporation having its principal office and place of business at 200 Howell Avenue, New York, 11901 (hereinafter referred to as the "MUNICIPALITY"), and BREAD & MORE INN, with offices at 103 First Street, Riverhead, New York, 11901, (hereinafter referred to as the "AGENCY").

W I T N E S S E T H :

WHEREAS, the Board of the Town of Riverhead by resolution authorized the execution of an agreement with the AGENCY for the services of conducting:

ASSISTANCE TO DOWNTOWN RIVERHEAD SOUP KITCHEN THAT SERVES EVENING MEALS TO THE HOMELESS/LOWER INCOME PERSONS

WHEREAS, the MUNICIPALITY has received funds through Suffolk County from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the MUNICIPALITY wishes to engage the AGENCY to assist the MUNICIPALITY in utilizing such funds;

NOW, THEREFORE, it is mutually agreed by and between the AGENCY and the MUNICIPALITY as follows:

I. ACTIVITIES

The AGENCY will be responsible for administering the SOUP KITCHEN in a manner satisfactory to the MUNICIPALITY and consistent with any standards required as a condition of providing these funds. Such program will include the activities eligible under the Community Development Block Grant program as described in Exhibit "A" – "Program Description and Budget" attached to this agreement and made a part thereof.

II. CONSIDERATION AND TIME OF PERFORMANCE

In consideration of the payment by the MUNICIPALITY of the sum of **FIVE THOUSAND DOLLARS (\$5,000.00)**, the AGENCY agrees to implement the programs and provide the services described in Exhibit "A" for the period of April 12, 2008 (Start Date) through December 31, 2009 (End Date) funded under the Community Development Block Grant Program. THE AGENCY agrees to provide services as described in Exhibit "A". The MUNICIPALITY may extend or approve modification of the terms and provisions of this Agreement, such as are appropriate to the carrying out of the purposes of this Agreement.

III. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the MUNICIPALITY under this Agreement shall not exceed **FIVE THOUSAND DOLLARS (\$5,000.00)**. Drawdowns for the payment of eligible expenses shall be made against the budgets specified in **Exhibit "A"** herein and in accordance with performance.

IV. NATIONAL OBJECTIVES

All activities funded with CDBG under this agreement must meet the CDBG Program's National Objectives of benefiting low- and moderate-income persons. The AGENCY certifies that the activity(ies) carried out under this Agreement will meet this National Objective.

V. PERFORMANCE MONITORING

The MUNICIPALITY will monitor the performance of the AGENCY against goals and performance standards as stated in Exhibit "A". Substandard performance as determined by the MUNICIPALITY will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the AGENCY within a reasonable period of time after being notified by the MUNICIPALITY, contract suspension or termination procedures will be initiated.

VI. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals who executed this Agreement at the address set forth on page one of this Agreement, unless otherwise modified by subsequent written notice.

VII. GENERAL CONDITIONS

A. General Compliance

The AGENCY agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the AGENCY does not assume the environmental responsibilities described in 24 CFR 570.604 and (2) the AGENCY does not assume responsibility for initiating the review process under the provisions of 24 CFR Part 52. The AGENCY also agrees to comply with all other applicable Federal, State and local laws, regulations, and policies governing the funds provided under this contract. The AGENCY further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. “Independent Contractor”

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The AGENCY shall at all times remain an “independent contractor” with respect to the services to be performed under this Agreement. The MUNICIPALITY shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers’ Compensation Insurance, as the AGENCY is an independent contractor.

C. Hold Harmless

The AGENCY shall hold harmless, defend and indemnify the MUNICIPALITY from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the AGENCY’s performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers’ Compensation

The AGENCY shall provide Workers’ Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The AGENCY shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the MUNICIPALITY.

F. Suspension or Termination

In accordance with 24 CFR 85.43, the MUNICIPALITY may suspend or terminate this Agreement if the AGENCY materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time.
2. Failure, for any reason, of the AGENCY to fulfill in a timely and proper manner its obligations under this Agreement.
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the AGENCY to the MUNICIPALITY reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the MUNICIPALITY or the AGENCY, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the

MUNICIPALITY determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the MUNICIPALITY may terminate the award in its entirety.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The AGENCY agrees to comply with 24 CFR 84.21-28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The AGENCY shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for educational Institutions", as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The AGENCY shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG Program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG Program;
- f. Financial records as required by CFR 570.502, and 24 CFR 84.21-28; and
- g. ~~Other records necessary to document compliance with Subpart K of 24 CFR Part 570.~~

2. Retention

The AGENCY shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years. The retention period begins on the date of the final payment to the

AGENCY for activities implemented under this Agreement. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

3. Client Data

The AGENCY shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to MUNICIPALITY monitors or their designees for review upon request.

4. Close-outs

The AGENCY's obligation to the MUNICIPALITY shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the MUNICIPALITY, and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the AGENCY has control over CDBG funds, including program income.

5. Audits & Inspections

All AGENCY records with respect to any matters covered by this Agreement shall be made available to the MUNICIPALITY, Suffolk County, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the AGENCY within 60 days after receipt by the AGENCY. Failure of the AGENCY to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The AGENCY hereby agrees to have an annual agency audit conducted in accordance with current OMB Circular A-133 policies.

C. Reporting and Payment Procedures

1. Program Income

The AGENCY agrees to return all program income to the MUNICIPALITY. The MUNICIPALITY shall designate the specific activities to be undertaken with program income. All provisions of this Agreement shall apply to any program income assigned by the MUNICIPALITY to the AGENCY. All program income shall be substantially disbursed for agreed upon activities

before the MUNICIPALITY shall request additional cash withdrawals for the same activities.

2. Payment Procedures

The MUNICIPALITY will pay to the AGENCY funds available under this Agreement based upon information submitted by the AGENCY and consistent with any approved budget and MUNICIPALITY policy concerning payments. Payments will be made for eligible expenses actually incurred by the AGENCY, and not to exceed actual cash requirements.

3. Program Reports

The AGENCY shall submit regular Program Reports to the MUNICIPALITY in the form, content, and frequency as required by the MUNICIPALITY.

D. Procurement

The AGENCY shall comply with current Suffolk County Consortium policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The AGENCY shall transfer to the MUNICIPALITY any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under the AGENCY's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement. If the AGENCY fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the AGENCY shall pay the MUNICIPALITY an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures on non-CDBG funds for acquisition of, or improvement to the property. Such payment shall constitute program income to the MUNICIPALITY. The AGENCY may retain real property acquired or improved under this Agreement after the expiration of the five-year period.

IX. RELOCATION POLICY

The AGENCY agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under Section 104(d) of the HCD Act. The AGENCY shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition.

X. PERSONNEL AND PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The AGENCY agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The AGENCY agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Section 504

The AGENCY agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (25 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program.

B. Affirmative Action

1. AGENCY PLAN

The AGENCY agrees that it shall be committed to carry out an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966.

2. Women-Minority-Owned Businesses (W/MBE)

The AGENCY will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract.

3. Fair Housing

The AGENCY agrees to comply with the requirements of Title VIII of the Civil Rights Act of 1968 (PL 90-284) known as the Fair Housing Act, which prohibits discrimination in the sale or rental of housing, the financing of housing, or the provision of brokerage services including making unavailable or denying a dwelling to any person because of race, color, religion, sex, national origin, creed, ancestry, disability, age, marital/familial status, or sexual orientation.

4. Access to Records

The AGENCY shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the MUNICIPALITY, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The AGENCY will, in all solicitations or advertisements for employees placed by or on behalf of the AGENCY, state that it is an Equal Opportunity or Affirmative Action employer.

C. Employment Restrictions

1. Prohibited Activity

The AGENCY is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The AGENCY agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The AGENCY agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5.

3. “Section 3” Clause

The AGENCY agrees to comply with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the AGENCY and any of the AGENCY’s subrecipients and subcontractors.

D. Conduct

1. Assignability

The AGENCY shall not assign or transfer any interest in this Agreement.

2. Hatch Act

The AGENCY agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

3. Conflict of Interest

The AGENCY agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

- a. The AGENCY shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- b. No employee, officer or agent of the AGENCY shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in ay contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a “covered person” includes any person who is an employee, agent, consultant, officer,

or elected or appointed official of the MUNICIPALITY, the AGENCY, or Suffolk County.

4. Lobbying

The AGENCY hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence any officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions; and
- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.
- d. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

5. Copyright

If this contract results in any copyrightable material or inventions, the MUNICIPALITY and Suffolk County reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

6. Religious Activities

The AGENCY agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

The AGENCY agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C., 7401, *et seq.*;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the AGENCY shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The AGENCY agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The AGENCY agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, State or local historic property list.

XII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XIII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIV. WAIVER

The MUNICIPALITY's failure to act with respect to a breach by the AGENCY does not waive its right to act with respect to subsequent or similar breaches. The failure of the MUNICIPALITY to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XV. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the MUNICIPALITY and the AGENCY for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the MUNICIPALITY and the AGENCY with respect to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their respective signatures the day and year last written below.

By: _____
Phil Cardinale/Town Supervisor

Date: _____

By: _____
BREAD & MORE INN

Date: _____

(Print Name/ Title)

EXHIBIT A
BREAD & MORE INN
Program Description and Budget

A. Program Description:

ASSISTANCE TO DOWNTOWN RIVERHEAD SOUP KITCHEN THAT SERVES EVENING MEALS TO THE HOMELESS/LOWER INCOME PERSONS

B. Budget:

The total CDBG costs of this Agreement shall not exceed **FIVE THOUSAND DOLLARS (\$5,000.00)**. The AGENCY agrees to utilize CDBG funds for the following expenses:

Salaries and Benefits	\$ _____
Rental Space	\$ _____
Utilities	\$ _____
Supplies and Materials	\$ _____
Program/Service Costs (Specify)	\$ _____
a) food & paper products	\$ 5,000.00
b)	\$ _____
c)	\$ _____
d)	\$ _____
Other (Specify)	\$ _____
Total CDBG Budget	\$ 5,000.00

C. Levels of Accomplishment – Goals and Performance Measures

The levels of accomplishment may include such measures as units rehabbed, persons or households assisted, meals served, jobs created, persons counseled and should also include time frames for performance.

The Subrecipient agrees to provide the following levels of program services:

<u>Activity</u>	<u>Number Assisted</u>	<u>Type of Measurement</u>
<u>Soup Kitchen</u>	<u>200</u>	<u>Number of persons assisted/ Number of new individuals accessing service</u>

The services will be provided over the following time period: **April 12, 2008** (Start Date) through **December 31, 2009** (End Date).

October 7, 2008

Adopted

TOWN OF RIVERHEAD

RESOLUTION # 888

AUTHORIZES THE SUPERVISOR TO EXECUTE A GRANT AGREEMENT WITH SUFFOLK COUNTY FOR FUNDS TO SUPPORT THE GRANGEBEL PARK COMFORT STATION RENOVATION

COUNCILMAN DUNLEAVY

offered the following resolution, which was

seconded by COUNCILMAN WOOTEN

WHEREAS, grant funding is available from Suffolk County under Round VII of the Downtown Revitalization Grant Program to encourage long-term improvements in downtown business districts; and

WHEREAS, The Community Development Department applied for and received an award of \$60,000 on behalf of the Riverhead Business Improvement District for renovation of the Grangebel Comfort Station (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 Suffolk County; and

BE IT FURTHER RESOLVED, that the Riverhead Town Board authorizes and instructs the Accounting Department to set up a budget for the above mentioned grant; and

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 absent
Dunleavy Yes No Blass Yes No
Cardinale Yes No

THE RESOLUTION WAS WAS NOT THEREFORE DULY ADOPTED.

Town of Riverhead, Town of Riverhead Business Improvement District
Capital Project Agreement

This Agreement ("Agreement") is between the County of Suffolk ("County"), a municipal corporation of the State of New York, acting through its duly constituted Department of Economic Development and Workforce Housing ("Department"), located at H. Lee Dennison Building, 2nd Floor, 100 Veterans Memorial Highway, Hauppauge, New York (mailing address P.O. Box 6100, Hauppauge, New York) and the Town of Riverhead

Town of Riverhead ("Contractor"), a municipal corporation, having an address at 200 Howell Avenue, Riverhead, NY 11901.

The Contractor has been designated as a recipient of Phase VII Downtown Revitalization funds and has heretofore expressed its desire to undertake or assist in undertaking Downtown Revitalization activities as set forth in Exhibit(s) V attached hereto ("Services"). Sufficient funding exists in the 2008 Operating Budget pursuant to Resolution 1360-2007 and 1362-2007.

Term of Agreement: July 1, 2008 through June 30, 2010, with one one-year option to renew, at the County's option.

Total Cost of Agreement: Shall not exceed \$60,000, as set forth in Exhibit V, attached.

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

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

Name of Contractor

County of Suffolk

By: _____
Name The Honorable Philip Cardinale
Title Supervisor
Fed. Tax ID # 11-6001935

By: _____
Jeffrey W. Szabo
Deputy County Executive and Chief of Staff

Date: _____

Date: _____

Approved as to Legality:
Christine Malafi, County Attorney

Approved:
Department of Economic Development &
Workforce Housing

By: _____
Jacqueline Caputi
Assistant County Attorney

By: _____
Name Carolyn Fahey
Title Intergovernmental Relations Coordinator

Date: _____

Date: _____

List of Exhibits

Exhibit I General Terms and Conditions

1. Contractor Responsibilities
 - a. Services
 - b. Qualifications and Licenses
 - c. Engineering Certificate
2. Program Administration
3. Performance
4. Term and Termination
 - a. Term
 - b. Option Periods
 - c. Default/Termination for Cause
 - d. Termination for Emergencies
 - e. Payments for Convenience
 - f. Payments upon Termination/Expiration
5. Indemnification
 - a. General
 - b. Federal Copyright Act
6. Insurance
7. Independent Contractor
8. Severability
9. Merger; No Oral Changes
10. Set-Off Rights
11. Non-Discrimination in Services
12. Nonsectarian Declaration
13. Governing Law
14. No Implied Waiver
15. Conflicts of Interest
16. Cooperation on Claims
17. Confidentiality
18. Assignment and Subcontracting
19. No Intended Third Party Beneficiaries
20. Certification as to Relationships
21. Publications and Publicity
22. Copyrights and Patents
 - a. Copyrights
 - b. Patents
23. Lawful Hiring of Employees Law in Connection with Contracts for Construction or Future Construction
24. Real Property
25. Obligations of Contractor with Respect to Certain Third-Party Relationships
26. Environmental Preservation
27. Hazardous Materials

Exhibit II Suffolk County Legislative Requirements

1. Contractor's/Vendor's Public Disclosure Statement
2. Living Wage Law
3. Use of County Resources to Interfere with Collective Bargaining Activities
Local Law No. 26-2003
4. Lawful Hiring of Employees Law
5. Gratuities
6. Prohibition Against Contracting with Corporations that Reincorporate Overseas

7. Child Sexual Abuse Reporting Policy
8. Non Responsible Bidder
9. Use of Funds in Prosecution of Civil Actions Prohibited
10. Work Experience Participation
11. Suffolk County Local Laws Website Address

Exhibit III Notices and Contact Persons

Exhibit IV General Payment Terms and Conditions

1. General Payment Terms
2. Agreement Subject to Appropriation of Funds
3. Specific Payment Terms and Conditions
 - a. Limit of County's Obligations
 - b. Budget
 - c. Payment of Claims
 - d. Payment Vouchers
 - e. Payments Limited to Actual Net Expenditures
 - f. Final Report and claim
 - g. Budget Deficiency Plan
4. Accounting Procedures
5. Audit
6. Financial Statements and Audit Requirements
7. Furniture, Fixtures, Equipment, Materials, Supplies
 - a. Purchases, Etc. Requiring Prior Approval
 - b. Purchase Practices
 - c. Proprietary Interest of County
 - d. Inventory Records, Controls and Reports
 - e. Protection of Property in Contractor's Custody
 - f. Disposition of Property in Contractor's Custody
8. Lease or Rental Agreements
9. Loan Approval
10. Statement of Other Contracts

Exhibit V Description of Services and/or Downtown Revitalization Plan

Exhibit VI

Suffolk County Legislature Resolutions 1360-2007 and 1362-2007

Exhibit VII Easement

Exhibit I
General Terms and Conditions

WHEREAS, the Suffolk County Downtown Citizens Advisory Panel solicited applications requesting funding through Phase VII of the Suffolk County Downtown Revitalization Program (CP-6412 and CP-6416); and

WHEREAS, the Panel evaluated the applications and ranked the submitted projects according to a merit - based scoring system which includes points for Leveraging; Smart Growth Compatibility; Economic; Beautification; Visitor and Business Impact; Environmental Compatibility and as an Integral Part of Overall Downtown Revitalization Plan; and

WHEREAS, the parties hereto desire to implement the chosen Downtown Revitalization Projects which will serve to enhance and improve key areas within Suffolk County; and

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

1. Contractor Responsibilities

a. Services

The Contractor shall complete the Downtown Revitalization Project(s) (the "DR" Project(s)) (services) described in Exhibit V. The Contractor's agreement to complete the DR Project is subject to the provisions of paragraphs 17 and 24 of this Exhibit I. All references contained in this Agreement to Contractor shall be deemed to include the sub-recipient (s) shown in Exhibit V.

b. Qualifications and Licenses

To the extent applicable, the Contractor specifically represents and warrants that it has and shall possess, and that, to the extent applicable, its employees, agents and subcontractors have and shall possess, the required education, knowledge, experience and character necessary to qualify them individually for the particular duties they perform and that the Contractor has and shall have, and, to the extent applicable, its employees, agents and subcontractors have and shall have, all required authorization(s), certificates(s), certifications(s), registration(s), license(s), permit(s) or other approval(s) required by the State, County or local authorities for the services provided in accordance with this Agreement.

c. Engineering Certificate

In the event that this Agreement requires any engineering services, the Contractor shall submit, prior to, or along with, any plans, reports, specifications, permit or other applications, analyses or other engineering work required to be submitted to the Department for approval under this Agreement, the Certificate(s) of Authorization, issued pursuant to § 7210 of the New York Education Law, of its consultants, subcontractors, subcontractors, and/or any other entity (including, but not limited to, Contractor and any of its subsidiaries, divisions, affiliates or an entity under the control of Contractor) performing all or part of the engineering services necessary hereunder. Failure to file, submit or maintain said Certificate(s) shall be grounds for rejection of any plans, reports, specifications, permit or other applications, analyses or other engineering work submitted for approval under the terms of this Agreement.

2. Program Administration

a. Authorization

Notwithstanding any other provision of this Agreement, the Contractor must submit evidence, and the Department must certify, prior to any commitment of funds under this Agreement, that the Project(s) are in accordance with applicable regulations. Upon such certification, the Department will give notice authorizing the Contractor to begin the DR Project(s).

b. Supervision

It is agreed that the nature and extent of the DR Project(s) undertaken pursuant to this Agreement shall be subject to general oversight by the County. The Contractor agrees to comply fully with rules, regulations, criteria, guidelines and expenditure controls heretofore adopted or to be adopted by the County.

c. Environmental Review Process

The Contractor shall act as the lead agency with regard to any Project(s) to which the State Environmental Quality Review Act ("SEQRA") is applicable, shall maintain all applicable documentation and, upon request, shall submit copies of any Environmental Assessment Forms, determinations, etc. to the Department.

d. Compliance with Law

In rendering Services under this Agreement, the Contractor shall comply, and shall require its officers and directors, partners, trustees or other members of its governing body and personnel employed to render services under this Agreement to comply, with all applicable local, State and Federal laws, regulations, rulings and requirements of law, including without limitation Suffolk County local preference and other applicable Suffolk County local laws and resolutions of the Suffolk County Legislature.

3. Performance

The Contractor agrees to begin work on its DR Project(s) within a reasonable time after the commencement of the term of this Agreement and will attempt to complete all DR Project(s) within twelve (12) months of the effective date of this Agreement.

4. Term and Termination

a. Term

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

b. Option Periods

This Agreement may be renewed at the option of the county for one (1) one (1) year term and such renewal must be in the form of written amendment signed by all parties.

c. Default/Termination for Cause

The County may terminate this Agreement based upon the following events, which are deemed defaults hereunder:

- i. A failure to maintain the amount and types of insurance required by this Agreement. In such event, the County may terminated this Agreement immediately, in the sole discretion of the County upon delivery of a written notice to terminate ("Termination Notice").

- ii. A failure to comply with federal, State or local laws, rules, regulations, or County policies or directives. In such event, the County may terminate this Agreement, in the sole discretion of the County, by issuance of a Termination Notice, effective immediately upon delivery or at such other date specified therein.
- iii. If the Contractor becomes bankrupt or insolvent or falsifies its records or reports, or misuses its funds from whatever source. In such event, the County may terminate this Agreement in whole or with respect to any identifiable part of the Services encompassed by this Agreement, effective immediately upon delivery of a Termination Notice, or, at the County's option, effective at a later date specified in the Termination Notice.
- iv. A failure by the Contractor to comply with any of the inspection requirements, including, without limitation, the requirement to make the Premises available for inspection or to make the Contractor's books and records available for inspection, or the removal or destruction of required records. In such event the County may terminate this Agreement by a Termination Notice, effective one day after delivery.
- i. A failure on the part of Contractor to observe any of the other terms and conditions of this Agreement. In such event, this Agreement may be terminated in whole or in part in writing by the County provided that no such termination shall be effective unless the Contractor is given ten (10) calendar days' (or longer, at the County's option), written notice of intent to terminate ("Notice of Intent to Terminate"), delivered in accordance with the Exhibit entitled "Notices and Contact Persons." During such five (5) days period (or longer, at the County's option), the Contractor will be given an opportunity for consultation with the County and an opportunity to cure all failures of its obligations prior to termination by the County. In the event that the Contractor has not cured all failures of its obligations to the satisfaction of the County by the end of the (5) day period (or longer, at the County's option), the County may issue a Termination Notice, effective immediately upon delivery.
- vi. Upon termination pursuant to above paragraphs (i) through (v), the Contractor acknowledges and agrees that it shall not be entitled nor shall it make a claim for lost profits or loss of anticipated earnings because of termination.

d. Termination for Emergencies

This Agreement may be immediately terminated, in whole or in part, for an emergency or other condition involving possible loss of life, threat to health and safety, destruction of property or other condition deemed to be dangerous, in the sole discretion of the County, upon delivery of a Termination Notice.

e. Termination for Convenience

The County shall have the right to terminate this Agreement at any time and for any reason deemed to be in its best interest, provided that no such termination shall be effective unless the Contractor is given thirty (30) calendar days' prior written Termination Notice. In such event of termination, the County shall pay the Contractor for the services rendered through the date of termination.

f. Payments upon Termination/Expiration

- i. Upon receiving a Termination Notice or upon expiration of this Agreement, the Contractor shall promptly discontinue all services affected unless otherwise directed by the Termination Notice or pursuant to written instructions delivered by the County.

- ii. The County shall be released from any and all responsibilities and obligations arising from the services provided in accordance with this Agreement, effective as of the date of termination or expiration, except where services are provided pursuant to specific Notice or written instructions by the County. The County shall be responsible for payment of all claims for services provided and costs incurred by the Contractor prior to termination or expiration of this Agreement, where such services are conducted and costs are incurred in accordance with the Contractor's compliance with, the terms and conditions of this Agreement.
- iii. Upon termination or expiration, the Contractor agrees to promptly reimburse to the County, by check payable to the Suffolk County Treasurer, the balance of any funds advanced to the Contractor by the County. Upon termination or expiration, any funds paid to the Contractor by the County which were used by the Contractor in a manner that failed to comply with the terms and conditions of this Agreement must be promptly reimbursed. If there is no response or if satisfactory repayments are not made, the County may recoup such payments from any amounts due or becoming due to the Contractor from the County under this Agreement or otherwise. The provisions of this subparagraph shall survive the expiration or termination of the Agreement.

5. Indemnification

a. General

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

b. Federal Copyright Act

The Contractor hereby represents and warrants the Contractor will not infringe upon any

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

6. Insurance

- a. The Contractor agrees to procure, pay the entire premium for and maintain throughout the term

of this Agreement, insurance in amounts and types specified by the County and as may be mandated and increased from time to time. The Contractor agrees to require that all of its subcontractors, in connection with work performed for the Contractor related to this Agreement, procure, pay the entire premium for and maintain throughout the term of this Agreement insurance in amounts and types equal to that specified by the County for the Contractor. Unless otherwise specified by the County and agreed to by the Contractor, in writing, such insurance shall be as follows:

- i. **Commercial General Liability** insurance, including contractual liability coverage, in an amount not less than Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury and Two Million Dollars (\$2,000,000.00) per occurrence for property damage.
 - ii. **Automobile Liability** insurance (if any vehicles are used by the Contractor in the performance of this Agreement) in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) per person, per accident, for bodily injury and not less than One Hundred Thousand Dollars (\$100,000.00) for property damage per occurrence.
 - iii. **Workers' Compensation and Employer's Liability** insurance in compliance with all applicable New York State laws and regulations and **Disability Benefits** insurance, if required by law. Contractor shall furnish to the County, prior to its execution of this Agreement, the documentation required by the State of New York Workers' Compensation Board of coverage or exemption from coverage pursuant to §§57 and 220 of the Workers' Compensation Law. In accordance with General Municipal Law §108, this Agreement shall be void and of no effect unless the Contractor shall provide and maintain coverage during the term of this Agreement for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
- b. All policies providing such coverage shall be issued by insurance companies with an A.M. Best rating of A- or better.
 - c. The Contractor shall furnish to the County Declaration Pages for each such policy of insurance, and upon request, a true and certified original copy of each such policy, evidencing compliance with the aforesaid insurance requirements. In the case of commercial general liability insurance, the County of Suffolk shall be named as an additional insured and the Contractor shall furnish a Declaration Page and endorsement page evidencing the County's status as an additional insured on said policy.
 - d. Any such Declaration Page, certificate of insurance, policy, endorsement page or other evidence of insurance supplied to the County shall provide for the County of Suffolk to be notified in writing thirty (30) days prior to any cancellation, nonrenewal or material change in said policies. Such Declaration Page, certificate of insurance, policy, endorsement page, other evidence of insurance, and any notice of nonrenewal or material change shall be mailed to the Department at its address as set forth in this Agreement in the paragraph entitled "Notices and Contact Persons" or at such other address of which the County shall have given the Contractor notice in writing.
 - e. In the event the Contractor shall fail to provide the Declaration Page, certificate of insurance, policy, endorsement page or other evidence of insurance, or fail to maintain any insurance required by this Agreement, the County may, but shall not be required to, obtain such policies and deduct the cost thereof from payments due the Contractor under this Agreement or any other agreement between the County and the Contractor.
 - f. If the Contractor is a town or other municipal corporation and has a self-insurance program under which it acts as a self-insurer for any of such required coverage, it may provide self-

funded coverage and certificates or other evidence of such self-insurance in lieu of insurance issued by insurance companies.

7. Independent Contractor

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

8. Severability

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

9. Merger; No Oral Changes

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

10. Set-Off Rights

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

11. Non-Discrimination in Services

During the performance of this Agreement:

- a. The Contractor shall not, on the grounds of race, creed, color, national origin, sex, age, disability, sexual orientation, military status or marital status:
 - i. deny any individual any services or other benefits provided pursuant to this Agreement; or
 - ii. provide any services or other benefits to an individual that are different, or are provided in a different manner, from those provided to others pursuant to this Agreement, or
 - iii. subject an individual to segregation or separate treatment in any matter related to the individual's receipt of any service(s) or other benefits provided pursuant to this Agreement; or
 - iv. restrict an individual in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any services or other benefits provided pursuant to this Agreement; or

- v. treat an individual differently from others in determining whether or not the individual satisfies any eligibility or other requirements or condition which individuals must meet in order to receive any aid, care, service(s) or other benefits provided pursuant to this Agreement.
- b. The Contractor shall not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, creed, color, national origin, sex, age, disability, sexual orientation, military status or marital status, or have the effect of defeating or substantially impairing accomplishment of the objectives of this Agreement in respect to individuals of a particular race, creed, color, national origin, sex, age, disability, sexual orientation, military status or marital status, in determining:
 - i. the types of service(s) or other benefits to be provided, or
 - ii. the class of individuals to whom, or the situations in which, such service(s) or other benefits will be provided; or
 - iii. the class of individuals to be afforded an opportunity to receive services.

12. Nonsectarian Declaration

The Contractor agrees that all services performed under this Agreement are secular in nature, that no funds received pursuant to this Agreement will be used for sectarian purposes or to further the advancement of any religion, and that no services performed under this program will discriminate on the basis of religious belief. Furthermore, the Contractor agrees that all program services are and will be available to all eligible individuals regardless of religious belief or affiliation.

13. Governing Law

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

14. No Implied Waiver

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

15. Conflicts of Interest

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

16. Cooperation on Claims

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

17. Confidentiality

Any records, reports or other documents of the County or any of its agencies used by the Contractor pursuant to this Agreement or any documents created as a part of this Agreement shall remain the property of the County and shall be kept confidential in accordance with applicable laws, rules and regulations.

18. Assignment and Subcontracting

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

19. No Intended Third Party Beneficiaries

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

20. Certification as to Relationships

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

21. Publications and Publicity

- a. The Contractor shall not issue or publish any book, article, report or other publication related to the Services provided pursuant to this Agreement without first obtaining written prior approval from the County. Any such printed matter or other publication shall contain the following statement in clear and legible print:

"This publication is fully or partially funded by the Suffolk County Executive's Office."

- b. The Department shall have the right of prior approval of press releases and any other information provided to the media, in any form, concerning the Services provided pursuant to this Agreement.

22. Copyrights and Patents

a. Copyrights

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

b. Patents

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

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

In the event that this Agreement is subject to the Lawful Hiring of Employees Law of the County of Suffolk, Suffolk County Code Chapter 234, as more fully set forth in the Exhibit entitled "Suffolk County Legislative Requirements." In accordance with this law, Contractor or employer, as the case may be,

and any subcontractor or owner, as the case may be, agree to maintain the documentation mandated to be kept by this law on the Construction Site at all times. Contractor or employer, as the case may be, and any subcontractor or owner, as the case may be, further agree that employee sign-in sheets and register/log books shall be kept on the Construction Site at all times during working hours and all covered employees, as defined in the law, shall be required to sign such sign-in sheets/register/log books to indicate their presence on the Construction Site during such working hours.

24. Real Property

- (a) Real property acquired or improved in whole or in part using DR funds that is within the control of the Contractor shall require the following actions:
 - i. The timely notification of the County by the Contractor of any modification or ~~change in the use of the real property from that planned at the time of~~ acquisition or improvement including disposition;
 - ii. Reimbursement to the County in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of non-DR funds) of property acquired or improved with DR funds that is sold or transferred for a use which does not qualify under the DR regulations; and,

- iii. Return of program income to the County generated from the disposition or transfer of property prior to or subsequent to the closeout, change of status or termination of this Agreement between the County and the Contractor.

(b) The provisions of this paragraph shall survive the expiration or termination of this Agreement.

25. Obligations of Contractor with Respect to Certain Third-Party Relationships

(a) The Contractor shall remain fully obligated under the provisions of this Agreement, notwithstanding its designation of any third party or parties for the undertaking of all or any part of the program for which assistance is being provided under this Agreement to the Contractor.

(b) Any agreement between the Contractor and a third-party subrecipient shall be in compliance with all applicable local laws, rules and regulations and shall include the following provisions in a written agreement:

- i. A description of each task to be undertaken by the subrecipient, a schedule for completing each task and a budget for each task, as set forth in the applicable Exhibit V to this Agreement.
- ii. Specification of records, reports and data to be maintained or submitted.
- iii. A statement that the subcontractor shall maintain compliance with all applicable State and local laws, including, but not limited to, environmental laws.
- iv. A statement that the agreement may be terminated for default, inability, or failure to perform.
- v. A requirement that any County funds on hand or accounts receivable at the time of termination shall be returned to the County.
- vi. Suffolk County Living Wage Requirements.
 - vii. A statement that the agreement is subject to and incorporates by reference, all of the provisions of this Agreement.

26. Environmental Preservation

In conducting its activities hereunder, the Contractor shall reasonably preserve and avoid damage to and destruction of natural, historic or cultural features, including, but not limited to, rare plants, habitats, trees, shrubs and other vegetation.

27. Hazardous Materials

The Contractor shall not generate, treat, release, store, discharge, dispose of, transport, recycle, use, reuse or handle hazardous substances or hazardous waste on the premises without prior written permission of the Department.

End of Text for Exhibit I

Exhibit II
Suffolk County Legislative Requirements

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

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

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

2. Living Wage Law

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

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

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

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

3. Use of County Resources to Interfere with Collective Bargaining Activities
Local Law No. 26-2003

The Contractor represents and warrants that it has read and is familiar with the requirements of Chapter 466, Article 1 of the Suffolk County Local Laws, "Use of County Resources to Interfere with Collective Bargaining Activities". County Contractors (as defined) shall comply with all requirements of Local Law No. 26-2003 including the following prohibitions:

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

If Contractor services are performed on County property the Contractor must adopt a reasonable

access agreement, a neutrality agreement, fair communication agreement, nonintimidation agreement and a majority authorization card agreement.

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

Under the provisions of Local Law No. 26-2003, the County shall have the authority, under appropriate circumstances, to terminate this Agreement and to seek other remedies as set forth therein, for violations of this Law.

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

4. Lawful Hiring of Employees Law

This Agreement is subject to the Lawful Hiring of Employees Law of the County of Suffolk (Local Law 52-2006). It provides that all covered employers, (as defined), and the owners thereof, as the case may be, that are recipients of compensation from the County through any grant, loan, subsidy, funding, appropriation, payment, tax incentive, contract, subcontract, license agreement, lease or other financial compensation agreement issued by the County or an awarding agency, where such compensation is one hundred percent (100%) funded by the County, shall submit a completed sworn affidavit (under penalty of perjury), the form of which is attached, certifying that they have complied, in good faith, with the requirements of Title 8 of the United States Code Section 1324a with respect to the hiring of covered employees (as defined) and with respect to the alien and nationality status of the owners thereof. The affidavit shall be executed by an authorized representative of the covered employer or owner, as the case may be; shall be part of any executed contract, subcontract, license agreement, lease or other financial compensation agreement with the County; and shall be made available to the public upon request.

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

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

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

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

This Agreement is subject to the Lawful Hiring of Employees Law of the County of Suffolk, Suffolk County Code Chapter 234, as more fully set forth in the Exhibit collectively referred to as the "Suffolk

County Legislative Requirements." In accordance with this law, Contractor or employer, as the case may be, and any subcontractor or owner, as the case may be, agree to maintain the documentation mandated to be kept by this law on site at all times. Contractor or employer, as the case may be, and any subcontractor or owner, as the case may be, further agree that employee sign-in sheets and register/log books shall be kept on site at all times during working hours and all covered employees, as defined in the law, shall be required to sign such sign in sheets/register/log books to indicate their presence on the site during such working hours.

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

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

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

5. **Gratuities**

The Contractor represents and warrants that it has not offered or given any gratuity to any official, employee or agent of Suffolk County or New York State or of any political party, with the purpose or intent of securing an agreement or securing favorable treatment with respect to the awarding or amending of an agreement or the making of any determinations with respect to the performance of an agreement, and that the signer of this Agreement has read and is familiar with the provisions of Local Law No. 32-1980 of Suffolk County (Chapter 386 of the Suffolk County Code).

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

The Contractor represents that it is in compliance with Suffolk County Administrative Code Article IV, §§A4-13 and A4-14, found in Suffolk County Local Law No. 20-2004, entitled "A Local Law To Amend Local Law No. 5-1993, To Prohibit The County of Suffolk From Contracting With Corporations That Reincorporate Overseas." Such law provides that no contract for consulting services or goods and services shall be awarded by the County to a business previously incorporated within the U.S.A. that has reincorporated outside the U.S.A.

7. Child Sexual Abuse Reporting Policy

The Contractor agrees to comply with Chapter 577, Article IV, of the Suffolk County Code, entitled "Child Sexual Abuse Reporting Policy", as now in effect or amended hereafter or of any other Suffolk County Local Law that may become applicable during the term of this Agreement with regard to child sexual abuse reporting policy.

8. Non Responsible Bidder

The Contractor represents and warrants that it has read and is familiar with the provisions of Suffolk County Code Chapter 143, Article II, §§143-5 through 143-9. Upon signing this Agreement the Contractor certifies that he, she, it, or they have not been convicted of a criminal offense within the last ten (10) years. The term "conviction" shall mean a finding of guilty after a trial or a plea of guilty to an offense covered under the provision of Section 143-5 of the Suffolk County Code under "Nonresponsible Bidder."

9. Use of Funds in Prosecution of Civil Actions Prohibited

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

10. Work Experience Participation

If the Contractor is a nonprofit or governmental agency or institution, each of the Contractor's locations in Suffolk County at which services are provided under this Agreement shall be a work site for public-assistance clients of Suffolk County pursuant to Local Law No. 15-1993 at all times during the term of this Agreement. If no Memorandum of Understanding ("MOU") with the Suffolk County Department of Labor for work experience is in effect at the beginning of the term of this Agreement, the Contractor, if it is a nonprofit or governmental agency or institution, shall enter into such MOU as soon as possible after the execution of this Agreement and failure to enter into or to perform in accordance with such MOU shall be deemed to be a failure to perform in accordance with this Agreement, for which the County may withhold payment, terminate this Agreement or exercise such other remedies as may be appropriate in the circumstances.

11. Suffolk County Local Laws Website Address

Suffolk County Local Laws, Rules and Regulations can be found on the Suffolk County web site at [www.co.suffolk](http://www.co.suffolk.ny.us)<<http://www.co.suffolk.ny.us>>. Click on "Laws of Suffolk County" under "Suffolk County Links."

End of Text for Exhibit II

Exhibit III
Notices and Contact Persons

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

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

For the Department:
By First Class and Certified Mail, Return Receipt Requested in Postpaid Envelope
or by Courier Service or by Fax or by Email

Department and Contact Name

For the Contractor:
By First Class and Certified Mail, Return Receipt Requested in Postpaid Envelope
or by Courier Service or by Fax or by Email

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

2. Notices Relating to Termination and/or Litigation

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

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

For the County:
By First Class and Certified Mail, Return Receipt Requested in Postpaid Envelope
or by Nationally Recognized Courier Service or Personally and by First Class Mail

Department of Economic Development and Workforce Housing
Contact Name

and

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

For Contractor:

**By First Class and Certified Mail in Postpaid Envelope or by
Nationally Recognized Courier Service or Personally and by First Class Mail**

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

3. Notices shall be deemed to have been duly delivered (i) if mailed, upon the seventh business day after the mailing thereof; or (ii) if by nationally recognized overnight courier service, upon the first business day subsequent to the transmittal thereof; or (iii) if personally, pursuant to New York Civil Practice Law and Rules Section 311; or (iv) if by fax or email, upon the transmittal thereof. "Business Day" shall be defined as any day except a Saturday, a Sunday, or any day in which commercial banks are required or authorized to close in Suffolk County, New York.
4. Each party shall give prompt written notice to the other party of the appointment of successor(s) to the designated contact person(s) or his or her designated successor(s).

End of Text for Exhibit III

Exhibit IV
General Payment Terms and Conditions

1. General Payment Terms

- a. For actual costs incurred pursuant to this Agreement, the Contractor shall prepare and present a claim form supplied by the County and approved for payment by the County ("Suffolk County Payment Voucher"). Claims shall be documented by sufficient, competent and evidential matter, including, but not limited to, contracts for sale of real property, certified payrolls, paid receipts and cancelled checks. Payment by the County will be made according to a payment schedule approved by the Department and after approval by the Comptroller of the County of Suffolk.
- b. The Contractor agrees that it shall be entitled to no more than the fees set forth in this Agreement for the completion of all work, labor and services contemplated in this Agreement.
- c. The charges payable to Contractor under this Agreement are exclusive of federal, state and local taxes, the County being a municipality exempt from payment of such taxes.
- d. The acceptance by the Contractor of payment of all billings made on the final approved Suffolk County Payment Voucher under this Agreement shall operate as and shall be a release to the County from all claims and liability to the Contractor, its successors, legal representatives and assigns, for services rendered under this Agreement.

2. Agreement Subject to Appropriation and Bonding of Funds

This Agreement is subject to the amount of funds appropriated and bonded and any subsequent modifications thereof by the Suffolk County Legislature, and no liability shall be incurred by the County under this Agreement beyond the amount of funds appropriated and bonded by the Legislature and bonded for the Services covered by this Agreement.

3. Specific Payment Terms and Conditions

a. Limit of County's Obligations

The maximum amount to be paid by the County as set forth on the cover page of this Agreement shall constitute the full obligation of the County in connection with this Agreement and any matter arising therefrom.

b. Budget

The Contractor expressly represents and agrees that the Budget in Exhibit V lists all personnel and/or all other costs of services (materials, appliances, tools, labor, etc.) to be rendered by the Contractor under this Agreement to complete the DR.

c. Payment of Claims

The County, at its option, and upon written request of the Contractor, may agree to pay the Contractor in advance an amount of the estimated actual expenditures not in excess of 1/6 of the undisbursed balance of the amount from any project in the budget in order to meet subcontractor expenses in a timely manner. Such requests shall be submitted on a form specified by the Department. In the event that advance of funds are made, no further payments will be made until documentation satisfactory to the County is submitted verifying that the advanced funds were expended in accordance with this Agreement. None of the advance or other payment under this Agreement shall duplicate payment from any other source(s) for Contractor costs and services funded pursuant to this Agreement. Payment by the County shall

be made according to the schedule approved by the Department and any funds advanced but not expended at the end of the term of this Agreement shall immediately be due and owing to the County.

d. Payment Vouchers

The Contractor shall submit a standard Suffolk County Payment Voucher listing all information regarding the services and other items for which expenditures have been or will be made in accordance with this Agreement within 30 days after close of the month in which the expenditure was made. Either with the Agreement (for services already rendered and expenditures already made), and/or not more than 30 days after the expenditures were made and in no event after the 31st day of January following the end of the term of this Agreement, the Contractor shall furnish the Department with detailed documentation in support of the payment for services or expenditures under this Agreement, e.g. dates of service, worksite locations and activities, hours worked and pay rate and/or by program budget categories in accordance with this Agreement. Disbursements made by the Contractor in accordance with this Agreement must be documented and must comply with accounting procedures as set forth by the Suffolk County Department of Audit and Control, including any other form(s) required by the Department or the Suffolk County Department of Audit & Control and shall be furnished to the Department pursuant to, and as limited by, the Regulations for Accounting Procedures for Contract Agencies of the Suffolk County Department of Audit and Control. The Contractor shall be entitled to no more than compensation and/or reimbursement as provided in this Agreement for the completion of all work, labor and services contemplated in this Agreement, and in full reimbursement of all travel and other expenses of every nature and kind whatsoever, notwithstanding the total amount of time expended or expenses actually incurred. In addition to any other remedies that the County may have, failure to supply the required documentation will disqualify the Contractor from any further County contracts.

e. Payments Limited to Actual Net Expenditures

The Contractor agrees that if, for any reason whatsoever, the Contractor shall spend during the term of the Agreement for the purposes set forth in this Agreement an amount less than, or receive amounts more than, provided in the Budget, the total County payment under this Agreement shall be reduced to the net amount of approved actual Contractor expenditures made for such purposes, and that the total amount to be paid by the County shall not exceed the lesser of (i) approved actual net expenditures or (ii) the Total Cost of the Agreement on the cover page and in the Budget. Upon termination or expiration of this Agreement, if the Contractor's total amount of allowable expenses are less than the total amount of the payments made during the term, the Contractor shall prepare a check payable to the order of the Suffolk County Treasurer for the difference between the two amounts and include such payment with the claim voucher submitted to the County.

f. Final Report and Claim

No later than two (2) months after the completion of each Project, unless otherwise directed by the Department, or upon the expiration or termination of this Agreement the Contractor shall submit a final report summarizing the completed Project(s), together with a final request for payment of all approved expenditures then remaining unpaid or documentation satisfactory to the County verifying that any advanced funds not previously documented under subparagraph (d) above or repaid pursuant to subparagraph (e) above were expended in accordance with this Agreement.

g. Budget Deficiency Plan

The County has imposed and may impose a budget deficiency plan(s). Upon written notification from the Department, the Contractor shall comply with the same restrictions as are imposed upon the Department, a copy of which will be furnished with such notification and shall thereupon be deemed to be incorporated by reference in and made part of this Agreement.

4. Accounting Procedures

- a. The Contractor agrees to maintain accounts, records, documents, and other evidence and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of the Agreement in accordance with generally accepted accounting principles and as may be promulgated by the Suffolk County Department of Audit and Control and any financial directives promulgated by the Department.
- b. All records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the Department or by the County Comptroller or his duly designated representatives only to verify that payments were properly made and to verify the nature and extent of costs of applicable services provided by Contractor. Such access is granted notwithstanding any exemption from disclosure that may be claimed for those records which are subject to nondisclosure agreements, trade secrets and commercial information or financial information that is privileged or confidential.
- c. The Contractor agrees to retain all accounts, records and other documents relevant to this Agreement for seven (7) years after final payment. Federal, State and/or County auditors and any persons duly authorized by the County shall have full access and the right to examine any of said materials during said period.
- d. A copy of any audit report concerning the DR Project(s) shall be forwarded to the Suffolk County Comptroller for his review. Any such report shall be accompanied by a detailed written response to audit findings and recommendations by the Contractor outlining the plan of corrective action and timetable it intends to follow to correct audit deficiencies and to implement audit recommendations.

5. Audit

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

6. Financial Statements and Audit Requirements

- a. Notwithstanding any other reporting or certification requirements of Federal, State or local authorities, the Contractor shall obtain the services of an independent licensed public accountant or certified public accountant (the "Auditor") to audit its financial statements for each contract fiscal year in which the Contractor has received, or will receive, \$300,000 or more from the County, whether under this Agreement or otherwise, and shall submit a report on the overall financial condition and operations of the Contractor, including a balance sheet and statement of income and expenses, attested by the Auditor as fairly and accurately reflecting the accounting records of the Contractor in accordance with generally accepted accounting principles. The Contractor is encouraged to solicit requests for proposals (RFPs) from a number of qualified accounting firms and to review carefully the costs of, and qualifications for, this type of work before selecting the Auditor.
- b. The Auditor should be required to meet the following minimum requirements:
 - i. a current license issued by the New York State Education Department;
 - ii. sufficient auditing experience in the nonprofit, governmental or profit-making areas, as applicable; and
 - iii. a satisfactory peer review issued within not more than three years prior to the date when the Auditor was selected to conduct the audit.
- c. The audit must be conducted in accordance with generally accepted governmental auditing standards (GAGAS). Financial statements must clearly differentiate between County-funded programs and other programs that the Contractor may be operating. The use of subsidiary schedules should be encouraged for this purpose. The Auditor must also prepare a management letter based on the audit.
- d. Furthermore, if the Contractor is a non-profit organization or unit of local government and expends \$500,000 or more of Federal monies, whether as a recipient expending awards received directly from Federal awarding agencies, or as a subrecipient expending Federal awards received from a pass-through entity, such as New York State or Suffolk County, during any fiscal period within which it receives funding under this Agreement ("fiscal year"), the audit must be conducted, and the audit report ("Single Audit Report") must be, in accordance with OMB Circular No. A-133 (revised June 27, 2003). Single Audit Reports must also be submitted to the designated clearinghouse, cognizant agency and/or pass-through entity, to the extent required by the OMB Circular just referred to.
- e. The Contractor must submit a statement in writing, certified by its chief financial officer, which states the amount of Federal funding expended by the Contractor during such fiscal year. The Contractor must mail or deliver the certified statement to the Department and to Executive Director of Auditing Services, Suffolk County Department of Audit and Control, H. Lee Dennison Building, 100 Veterans Memorial Highway, P. O. Box 6100, Hauppauge, New York 11788-0099, as soon as possible after the end of the Contractor's fiscal year. The statement should include ALL Federal funding received directly from the Federal government and ALL Federal funds passed through from the County and other pass-through entities.

- f. Copies of all financial statements, management letters, Single Audit Reports (if applicable) and other audit reports, if required, must be transmitted to the Department and to the Executive Director of Auditing Services at the address just set forth. The reports must be submitted within thirty (30) days after completion of the audit, but in no event later than nine (9) months after the end of the Contractor's fiscal period to which the audit relates.
- g. These requirements do not preclude the Department or the Suffolk County Comptroller or their authorized representatives or Federal or State auditors from auditing the records of the Contractor. Therefore, the records of the Contractor must be made available to authorized representatives of Federal, State or County government for that purpose.

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

7. Furniture, Fixtures, Equipment, Materials, Supplies

a. Purchases Requiring Prior Approval

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

b. Purchase Practices

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

c. Proprietary Interest of County

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

d. Inventory Records, Controls and Reports

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

e. Protection of Property in Contractor's Custody

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

f. Disposition of Property in Contractor's Custody

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

g. Easement

The Contractor and County shall execute an easement, the form of which is annexed hereto as Exhibit VII simultaneously with the execution of this Agreement.

8. Lease or Rental Agreements

If lease payments or rental costs are included in the Budget as an item of expense reimbursable by the County, the Contractor agrees to submit to the Department, on request, any lease and/or rental agreement that the Contractor has entered into for space, furniture, fixtures or equipment for the program and, in advance, any such new or renewal lease or agreement during the term of this Agreement, accompanied (in the case of a lease of space) by a detailed layout of the premises, which indicates the space that is to be occupied by the County funded program.

9. Loan Approval

The Contractor agrees that, in the event that the County provides funding (under this Agreement and

otherwise) exceeding in the aggregate 20 percent of the Contractor's total funding for all of its operations from all sources, then the Contractor must secure the prior approval of the County for any loan in excess of \$5,000.00.

10. Statement of Other Contracts

The Contractor has attached, and in the event of any change, will attach to any extension agreement/amendment of this Agreement, a Statement of Other Contracts in the form annexed to this Agreement. The Contractor represents and warrants that any such Statement of Other Contracts is and will be a complete list of all other contracts (i) which are currently in effect or (ii) which have expired within the past 12 months and have not been renewed, and under which funds have been, are being or will be received by the Contractor from any department or agency of the County, the United States of America, the State of New York or other municipalities or organizations.

End of Text for Exhibit IV

Exhibit V

Description of Services and Budget

Exhibit VI

Suffolk County Legislative Resolution

Exhibit VII

Easement

County of Suffolk
Program Budget – Explanation of Costs

I. Personnel Services: Identify what contribution / task / responsibility each staff Member has to the program's operation.

II. Contracted Services: Identify the type of service each consultant is providing and its relationship to the program's operation. If the Administrative costs are included, the percentage charged as well as the components should be spelled out within the heading.

Labor and materials for preformed reconstruction and rehabilitation of the facility will be done per the Suffolk County Contract or other competitive bidding. The Town will bid the majority of the work (roofing, plumbing, materials, etc.) and may perform some design oversight and coordination in-house, as well.

III. Maintenance and Operations

a. Equipment: Identify if the equipment is new or replacement, and briefly explain its relevance to the program.

None

b. Supplies: Explain the relevance of the supplies to the program.

None

b. Utilities: Explain how the costs were calculated. Specify and delineate if the costs are pro-rated based on space, occupancy, or a percentage of time allocated to the program

None

IV. Facility Repairs / Additional Costs

a. Additional Costs: Explain the relevance and/or need of these items to the program.

None

b. Facility Repairs: Explain the repairs and show how they are for general upkeep and not for capital requirements.

Not Applicable

**West Main Street Comfort Station Renovation
Preliminary Cost Estimate
September 2007**

Item	Description	Volume (CY)	Quantity	Unit	Unit Cost	Total
1	Demolition		20	TON	\$500.00	\$10,000.00
2	Roof	13	650	SF	\$4.00	\$2,600.00
3	Plumbing					
4	Rough (Labor)		1	LS	\$12,000.00	\$12,000.00
5	Fixtures		1	LS	\$3,000.00	\$3,000.00
6	General Plumbing Materials		1	LS	\$2,000.00	\$2,000.00
7	Finish Plumbing		1	LS	\$12,000.00	\$12,000.00
8	Heaters, Electric, 7.5 kW, 650 CFM		6	EA	\$679.80	\$4,078.80
9	Electric (Materials)		1	LS	\$2,500.00	\$2,500.00
10	Electric (Labor)		1	LS	\$2,500.00	\$2,500.00
24	Other (doors, paint, windows, sheet rock, etc.)		1	LS	\$5,000.00	\$5,000.00
25			0			\$0.00
26			0			\$0.00
27			1			\$0.00

TOTAL \$55,678.80
15% contingency \$8,351.82
\$64,030.62

EASEMENT

THIS INDENTURE, made this ____ day of _____, _____, between _____, a municipal corporation of the State of New York having its principal place of business at _____ (hereinafter referred to as "Grantor"); and

the County of Suffolk, a municipal corporation of the State of New York with offices at Suffolk County Center, Center Drive, Riverhead, New York 11901 (hereinafter referred to as "Grantee"):

WITNESSETH:

WHEREAS, the Grantor covenants that it is seized of certain premises (the "Subject Premises") described in Schedule "A", attached hereto and made a part hereof, of which a Map or Survey is also attached hereto and made a part of hereof, as Schedule "B", and further the Grantor also covenants that it has good right and title to convey the Subject Premises; and

WHEREAS, the Grantor desires to participate in the Grantee's Downtown Revitalization Program, which will consist of a joint project in which the Grantee shall agree, pursuant to an intermunicipal agreement between the Grantor and the Grantee, to assist in the financing of the construction of certain infrastructure improvements on land not owned by the Grantee; and

WHEREAS, in conformity with the Grantee's Downtown Revitalization Program, the Grantor is required to grant an easement to the Grantee, comprised of that portion of the Subject Premises upon which such infrastructure improvements will be built, along with the real property necessary to gain access to such infrastructure improvements; and

WHEREAS, the Grantor desires to convey an easement, for the time period stipulated in paragraph 6 of this Indenture, on, over, across and in all or a portion of the Subject Premises to the Grantee, and its successors and assigns, for the purposes as set forth below:

NOW, THEREFORE, the Grantor does hereby grant and convey unto the Grantee, and its successors and assigns, an easement on, over, across and in all or a portion of the Subject Premises (hereinafter referred to as the "Easement," described in

Schedule "C", attached hereto and made a part hereof, of which a map or survey is also attached herein and made a part hereof as Schedule "D").

Said Easement herein granted includes the following rights and privileges:

1. The right and privilege, but not the obligation or duty, to ascertain site conditions and/or inspect, build, operate, maintain, remediate and gain access, as necessary, to the following infrastructure improvements (the "Infrastructure Improvements") at the Subject Premises without limitation, along with the real property necessary to gain access to such Infrastructure Improvements:

A) renovation of existing building for public restrooms

2. Such right and privilege is for the purpose of protecting the Grantee's interest in this Easement only, and is not for the purpose of ensuring the safety of persons on or near the Subject Premises.

3. The right and privilege shall be deemed to include, but not be limited to, ingress and egress over the Subject Premises in order to accomplish the rights and privileges granted in paragraph 1 of this Easement; and

4. The right to clear and disturb, in any reasonable manner, form or way, without limitation, the Subject Premises to effectuate the terms of this Easement.

TO HAVE AND TO HOLD, the rights and easements granted herein unto the Grantee, and its successors and assigns, and which shall run with the Subject Premises for the time period stipulated in paragraph 6 of this Easement, said Grantor and Grantee mutually agree and covenant as follows:

5. All Infrastructure Improvements as identified in paragraph 1 above, constructed by or on behalf of the Grantor, and its successors and assigns, upon the Easement, shall be and remain property of the Grantor, and its successors and assigns, until such time as this Easement is terminated.

6. a. This Easement shall commence upon its execution by the Grantor, and is deemed a condition precedent for the Grantee's participation in the funding of the Grantor's Infrastructure Improvements via the Grantee's issuance of its notes and /or bonds.

b. This Easement shall terminate upon the condition precedent of written notice given by the Grantee to the Grantor, upon the occurrence of either of the following events:

(i) That the subject notes and/or bonds issued to finance all or part of the costs of the Infrastructure Improvements are fully paid and retired.

(ii) Upon full payment by the Grantor to the Grantee, of an amount comprised of the outstanding principal amount of the Grantee's notes and/or bonds issued to finance all or part of the cost of the Infrastructure Improvements, plus all of the Grantee's issuance costs, interest costs, redemption premiums, and penalties, if any, and administrative soft costs therefore, should there be any failure to comply with the terms and conditions of the Capital Project Agreement between the Grantor and the Grantee of even date herewith.

7. The Grantee shall have the right of quiet enjoyment of said rights and easement.

8. The Grantee agrees to reasonably restore any Easement area(s) or other areas on the Subject Premises disturbed by the Grantee to a condition similar to that which existed prior to the disturbance.

9. The Grantor agrees that the terms, conditions, covenants, restrictions, and purposes of this Easement shall continue for the time period stipulated in paragraph 6 above, and the same shall be incorporated by reference in any subsequent deed or other legal instrument by which the Grantor divests itself of either the fee simple title to, or other possessory interest in the Subject Premises, or any portion thereof, specifically setting forth the date of this Easement and also the date that this Easement was recorded in the Suffolk County Clerk's Office, and the Liber and page thereof.

10. Except as set forth in paragraph 11 below, any rule of strict construction designed to limit the breadth of the restrictions in the use of the Easement shall not apply in the construction or interpretation of this Easement, and, this Easement shall be interpreted broadly to effectuate the purposes of this Easement as intended by the Grantor and Grantee.

11. The Grantor and Grantee acknowledge, agree and accept that this Easement shall be deemed to have been made pursuant to and in accordance with Suffolk County Legislative Resolution No. 808-1998 and the Rules and Regulations promulgated thereunder, and the Grantor shall be, and remain in compliance therewith.

12. Notwithstanding anything to the contrary, the Grantor, and its successors and assigns, agree that anyone who legally uses the Subject Premises, shall have the reasonable right to reasonably cross over the Easement, so long as the Grantee's rights, privileges and usage, as stipulated in this Easement, are not obstructed thereby.

13. The Grantor shall maintain the Easement in good repair at its sole cost and expense.

14. The Grantor shall, at its sole cost and expense, secure any and all permits or licenses which may be lawfully required by, and shall abide by all laws, rules, regulations and codes of, each and every municipality and/or department and/or agency, whether federal, state, or local, having jurisdiction in or over the Easement.

15. It is intended by the parties to this Indenture that the Easement is necessary for the issuance of bonds in connection with the Grantee's Downtown Revitalization Program and the Grantor's participation in such program, and is not intended to establish any liability to the Grantee regarding any construction, building or work performed at the Subject Premises. The Grantor agrees that it shall protect, indemnify and hold harmless the Grantee and its officers, officials, employees, contractors, agents and other persons from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and reasonable attorneys' fees, whatsoever, arising out of the acts, omissions or the negligence of the Grantor in connection with any construction, building and work performed at the Subject Premises, the use of the Subject Premises and this Easement. The Grantor shall defend the Grantee and its officers, officials, employees, contractors, agents and other persons in any claim and/or suit, including appeals, or at the Grantee's option, pay the Grantee reasonable attorneys' fees for defense of any such suit arising out of the acts, omissions or negligence of the Grantor, its officers, officials, employees, subcontractors or agents, if any, in connection with any construction, building and work performed at the Subject Premises, the use of the Subject Premises and this Easement.

16. The Grantor represents and warrants that neither the Grantor nor any official, officer, or employee of Grantor, has offered or given any gratuity to any official, employee or agent of Grantee, Suffolk County, New York State or any political party with the purpose or intent of securing favorable treatment with respect to the awarding or amending of an agreement, or the making of any determinations with respect to the performance of an agreement, and that Grantor has read and is familiar with the provisions of Suffolk County Local Law Number 32-1980.

17. The Grantor, in compliance with Section 13 of the Lien Law, hereby covenants that the Grantor will receive the funding provided by the Grantee under the Grantee's Downtown Revitalization Program and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvements and will apply the same first to the payment of the cost of the improvements before using any part of the total of the same for any purpose.

18. This Easement shall run with the land and shall be binding upon the parties thereto, their heirs, distributees, executors, successors, and assigns for the time

period set forth in paragraph 6 above.

IN WITNESS WHEREOF, the Grantor and Grantee have duly executed this Easement as of the date first above written.

Name of Grantor

County of Suffolk

By: _____
Name
Title

By: _____
Jeffrey W. Szabo
Deputy County Executive/Chief of Staff

Date: _____

Date: _____

Approved as to Legality:
Christine Malafi, County Attorney

Approved:
Department of Economic Development & Workforce Housing

By: _____
Jacqueline Caputi
Assistant County Attorney

By: _____
Name
Title

Date: _____

Date: _____

ACKNOWLEDGEMENT

STATE OF NEW YORK}

SS:

COUNTY OF SUFFOLK}

On the _____ day of _____ in the year 2006 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 individuals(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(signature and office of individual taking acknowledgement)



ACKNOWLEDGEMENT

STATE OF NEW YORK}

SS:

COUNTY OF SUFFOLK}

On the _____ day of _____ in the year 2006 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 individuals(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(signature and office of individual taking acknowledgement)

SUFFOLK COUNTY DEPARTMENT OF LABOR - LIVING WAGE UNIT

NOTICE OF APPLICATION FOR COUNTY COMPENSATION (Contract)

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

To Be Completed By Applicant/ Employer/Contractor

- 1) NAME: _____
- 2) VENDOR #: _____ (If known)
- 3) CONTRACT ID #: _____ (If known)
- 4) CONTACT : _____
- 5) TELEPHONE #: _____
- 6) ADDRESS: _____

- 7) TERM OF CONTRACT (DATES): _____
- 8) PROJECT NAME: (IF DIFFERENT FROM #1) _____
- 9) AMOUNT: _____
- 10) AWARDED AGENCY: _____
- 11) BRIEF DESCRIPTION OF PROJECT OR SERVICE:

- 12) **PROJECTED EMPLOYMENT NEEDS:** (attach a statement listing, by job classification, the total workforce dedicated to performing this contract or service, including calculation of estimated net increase or decrease in jobs as a result of funding).
- 13) **PROJECTED WAGE LEVELS:** (attach a statement listing projected wage levels, compensated days off and medical benefits for total workforce dedicated to fulfilling the terms of this contract, broken down annually for each year of the term of the contract).

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

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

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

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

Section I

Check if
Applicable

The *Living Wage Law* applies to this contract. I/we hereby agree to comply with all the provisions of Suffolk County Local Law No. 12-2001, the Suffolk County *Living Wage Law* (the Law) and, as such, will provide to all full, part-time or temporary employed persons who perform work or render services on or for a project, matter, contract or subcontract where this company has received compensation, from the County of Suffolk as defined in the Law (compensation) a wage rate of no less than \$10.69 (\$9.25 for child care providers) per hour worked with health benefits, as described in the Law, or otherwise \$12.17 (\$10.50 for child care providers) per hour or the rates as may be adjusted annually in accordance with the Law. (Chapter 347-3 B)

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

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

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

Section II

Check if
Applicable

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

Section III

Contractor Name: Town of Riverhead, Town of Riverhead Business Improvement District Federal Employer ID#: 11-6001935

Contractor Address: 200 Howell Avenue Amount of Assistance: \$60,000
Riverhead, NY 11901 Vendor #: _____

Contractor Phone #:

Description of project or service: renovation of existing building for public restrooms

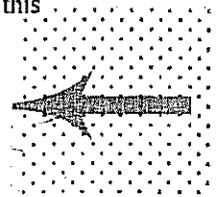
Section IV

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

Authorized Signature

Date

Print Name and Title of Authorized Representative



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

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

1. Contractor's/Vendor's Name Town of Riverhead Town of Riverhead Business Improvement District

Address 200 Howell Avenue

City and State Riverhead, NY Zip Code 11901

2. Contracting Department's Name Economic Development/Workforce Housing

Address: H. Lee Dennison Building - 100 Veterans Memorial Highway, Hauppauge, NY 11788

3. Payee Identification or Social Security No. 11-6001935

4. Type of Business Corporation Partnership Sole Proprietorship Other

5.a Is contractor/vendor entering into or has contractor/vendor entered into a contract with Suffolk County in excess of \$1,000? Yes No.

5.b Has contractor/vendor entered into three or more contracts, including the one for which you are now completing this form, with Suffolk County, any three of which, when combined, exceed \$1,000? Yes No.

6. Table of Organization. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, names and addresses of all partners, and names and addresses of all corporate officers. Conspicuously identify any person in this table of organization who is also an officer or an employee of Suffolk County. (Attach additional sheet if necessary.)

7. List all names and addresses of those individual shareholders holding more than five percent (5%) interest in the contractor/vendor. Conspicuously identify any shareholder who is also an officer or an employee of Suffolk County. (Attach additional sheet if necessary).

8. Does contractor/vendor derive 50% or more of its total revenues from its contractual or vendor relationship with Suffolk County? Yes No.

9. If you answered yes to 8 above, you must submit with this disclosure statement, a complete financial statement listing all assets and liabilities as well as a profit and loss statement. These statements must be certified by a Certified Public Accountant. (Strike this out if not applicable.)

10. The undersigned shall include this Contractor's/Vendor's Public Disclosure Statement with the contract. (Describe general nature of the contract.) Downtown Revitalization

11. Remedies. The failure to file a verified public disclosure statement as required under local law shall constitute a material breach of contract. Suffolk County may resort, use or employ any remedies contained in Article II of the Uniform Commercial Code of the State of New York. In addition to all legal remedies, Suffolk County shall be entitled, upon a determination that a breach has occurred, to damages equal to fifteen percent (15%) of the amount of the contract.

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

- a) Hospital
- b) Educational or governmental entities
- c) Not-for-profit corporations
- d) Contracts providing for foster care, family day-care providers or child protective services

Please check to the left side of the appropriate exemption.

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

Dated: _____ Signed: _____

Printed Name of Signer: _____

Title of Signer: _____

Name of Contractor/Vendor: Town of Riverhead Town of Riverhead Business Improvement District

UNIFORM CERTIFICATE OF ACKNOWLEDGMENT
(Within New York State)

STATE OF NEW YORK)
COUNTY OF _____) ss.:

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.

(signature and office of individual taking acknowledgment)

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

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

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

Section I

Check if
Applicable

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

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

I/we further agree that I/we will not use County property to hold meetings to assist, promote, or deter union organizing. (Chapter 466-3E)

I/we further agree that if any expenditures or costs incurred to assist, promote, or deter union organizing are made,

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

I/we further affirm to the following as to the goods and/or services that are the subject of the contract with the County of Suffolk:

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

Section II

Check if
Applicable

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

SUFFOLK COUNTY DEPARTMENT OF LABOR
NOTICE OF APPLICATION TO CERTIFY COMPLIANCE WITH FEDERAL LAW
(8 U.S.C. SECTION 1324A)

WITH RESPECT TO LAWFUL HIRING OF EMPLOYEES

Suffolk County Code, Chapter 234 (2006)

To Be Completed By Applicant/ Covered Employer//Owner

EMPLOYER/CORP./BUSINESS/COMPANY NAME: Town of Riverhead, ~~Town of Riverhead~~ Business Improvement District

1) **ADDRESS:** 200 Howell Avenue

Riverhead, NY 11901

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

3) **VENDOR #:** 11-3248819

(If known)

4) **CONTRACT ID:** _____

(If known)

5) **CONTACT:** Chris Kemper

6) **TELEPHONE #:** 631-727-3200 x287

7) **TERM OF CONTRACT OR EXTENSION (PROVIDE DATES):** _____

8) **AMOUNT OF CONTRACT OR EXTENSION:** \$60,000

9) **BRIEF DESCRIPTION OF PROJECT OR SERVICE:** renovation of existing building for public restrooms

SUBCONTRACTOR: _____

1) **ADDRESS:** _____

2) **VENDOR#:** _____

3) **TELEPHONE #:** _____

4) **CONTACT:** _____

5) **DESCRIPTION OF COMPENSATION, PROJECT OR SERVICE:** renovation of existing building for public restrooms

EVIDENCE OF COMPLIANCE:

COPIES OF THE FOLLOWING MUST BE MAINTAINED BY COVERED EMPLOYERS OR THE OWNERS THEREOF FOR EACH EMPLOYEE FOR THE TIME PERIODS SET FORTH IN SUFFOLK COUNTY CODE, CHAPTER 234, SECTION 5 (C):

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

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

State of New York)
County of _____) ss:

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

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

(Signature of Deponent)

Sworn to before me this _____ day

of _____, 20____

(Notary Public)

October 7, 2008

TOWN OF RIVERHEAD

Resolution # 889

Adoptec

**Grants Special Use Permit of Larry's Lighthouse Marina
(DeMarco Galasso, Inc.)**

COUNCILMAN WOOTEN

_____ offered the following resolution,

COUNCILWOMAN BLASS

which was seconded by _____

WHEREAS, the Riverhead Town Board is in receipt of a special permit petition from Robert J. Kozakiewicz, Esq. on behalf of Larry's Lighthouse Marina (DeMarco Galasso, Inc.) to expand a pre-existing non-conforming marina use by replacing a 16,149 sq. ft. boat storage building with a 23,200 sq. ft. boat storage building upon real property located at Meeting House Creek Road, Aquebogue, New York; such property more particularly described as Suffolk County Tax Lot Number 0600-86-2-17, and

WHEREAS, the conceptual site plan accompanying the special use permit petition indicated that the proposed construction required certain relief by the Town of Riverhead Zoning Board of Appeals, and

WHEREAS, such relief was granted by the Zoning Board of Appeals (Appeal No. 08-53) with respect to front yard setback and impervious surface, and

WHEREAS, the special use permit petition was referred to the Suffolk County Planning Commission for its report and recommendation; such Planning Commission considering the matter to be of local determination, and

WHEREAS, a public hearing was held by this Town Board on July 1, 2008, and

WHEREAS, as a result of commentary made at the relevant public hearing, the applicant has agreed to certain changes to be made to the conceptual site plan accompanying the special use permit petition, and

WHEREAS, the Riverhead Town Board has carefully considered the merits of the special use permit petition, the SEQRA record created to date, the report of the Planning Department, the report of the Suffolk County Planning Commission, the determination of the Riverhead Zoning Board of Appeals, the commentary made at the relevant public hearing, as well as all pertinent planning, zoning and environmental information, now

THEREFORE BE IT

RESOLVED, that in the matter of the special use permit petition of Larry's Lighthouse Marina, the Riverhead Town Board hereby declares itself to be the Lead Agency pursuant to 6NYCRR Part 617 and further determines the action to be an Unlisted Action without significant adverse impacts upon either the natural and social environment and that a Draft Environmental Impact Statement need not be prepared, and

BE IT FURTHER

RESOLVED, that in the matter of the special use permit of Larry's Lighthouse Marina, the Riverhead Town Board hereby makes the following findings:

- (i) the site is particularly suitable for the location of the use in the community;
- (ii) the lot area is sufficient for the proposed use;
- (iii) access facilities are adequate for the motor vehicle turning movements to be generated;
- (iv) adequate provisions will be made for the collection and disposal of both stormwater runoff and sanitary waste;
- (v) adequate provisions have been made for the collection and disposal of solid wastes;
- (vi) that adequate buffer yards and perimeter fences will be provided; and

BE IT FURTHER

RESOLVED, that based upon its findings, the Riverhead Town Board hereby grants the special use permit of Larry's Lighthouse Marina subject to the condition that no site plan shall be approved by the Planning Board unless such plan depicts those proposed amendments to the conceptual site plan articulated in correspondence by the attorney for applicant dated August 28, 2008 or equal.

RESOLVED, that a copy of this resolution be forwarded to Larry's Lighthouse Marina or its agent, the Building Department, the Town Attorney, the Town Clerk, the Fire Marshal, the Accounting Department and that a copy be scanned on to the Town Hall Share Drive for future reference.

THE VOTE

DUNLEAVY YES NO BUCKLEY ^{*absent*} YES NO

BLASS YES NO WOOTEN YES NO

CARDINALE YES NO

THIS RESOLUTION WAS WAS NOT
THEREFORE DULY ADOPTED

October 7, 2008

Adopted

TOWN OF RIVERHEAD

Resolution # 890

**ADOPTS A LOCAL LAW TO RATIFY ZONING MAP, TOWN OF RIVERHEAD,
SUFFOLK COUNTY, NEW YORK**

Blass offered the following resolution, was seconded
by Alusready:

WHEREAS, the Town Clerk was authorized to publish and post a public notice to hear all interested persons to consider ratifying the Zoning Map of the Town of Riverhead, County of Suffolk, State of New York, as amended on November 16, 2004, by Resolution # 1089, adopted by the Riverhead Town Board, to implement the residential components of the Town of Riverhead Comprehensive Plan adopted on November 3, 2003; and

WHEREAS, the map was published in conjunction with the proposed amendments to the text of Chapter 108 which map and amendments were considered at a public hearing held on the 26th day of April, 2004 at Town Hall, 200 Howell Avenue, Riverhead, New York, the date, time and place specified in said public notices, and all persons wishing to be heard were heard, and

WHEREAS, that the amended map was consistent with the Generic Environment Impact Statement with the exception of the commercial node located at the intersection of Roanoke Avenue and Sound Avenue, and

WHEREAS, the Comprehensive Plan had conflicting statements with regard to the development of the aforementioned area, to wit: § 6.2 "Most of Riverhead's other business zoned areas – Wading River East, *Roanoke*, Laurel and Route 25 in Calverton – are composed mostly of vacant sites, agricultural land, or open space. The few free standing commercial establishments that have been built are few and far between. These areas do not have enough businesses or demand potential to function or grow into whole districts. While existing businesses should be allowed to stay, these districts would preferably eliminated in order to prevent commercial sprawl...." Later, however, in §6.36 the Comprehensive Plan states " A small commercially zoned node is located at the intersection of Sound Avenue and Park Road, just west of the Roanoke

Avenue intersection. A restaurant and a country store are found in this location, and all the remaining land is vacant. Farms and open space surround the commercial node, and small residential neighborhoods are found on the north side of Sound Avenue. Competition from nearby Route 58 has curtailed market demand for development there. As this area is the only commercially zoned area along the length of the Sound Avenue corridor, the existing commercial zoning should be retained.”

WHEREAS, the Generic Environmental Impact statement clearly supports the Comprehensive Plan’s recommendation to rezone the area for residential use rather than commercial. Specifically, the GEIS states “[t]he Proposed Action would eliminate commercial zoning in Wading River East, *Roanoke*, Laurel and north of downtown, and Route 25 in Calverton, and replace it with residential or agricultural zoning, consistent with surrounding land uses and zoning. Under the future baseline, the development of these existing inappropriately located districts would create adverse effects as described in Chapter 6 of the Plan, and

WHEREAS, in light of the conflicting statements set forth in the Comprehensive Plan the application of residential zoning in the *Roanoke* commercial node area has not yet been implemented, allowing the Town Board an opportunity for further study and reflection on the matter, and

WHEREAS, the Town Board has now reviewed the matter carefully and fully examined the conflicting statements in the Comprehensive Plan and the clear statement in the Generic Environmental Impact Statement and has determined that it desires to implement the residential zoning recommendations set forth in the Comprehensive Plan and supported by the GEIS for the *Roanoke* commercial node areas, and

WHEREAS, a public hearing to consider the amendment of the official zoning map as described above was held on the 19th day October , 2004 at Town Hall, 200 Howell Avenue, Riverhead, New York at 7:25 p.m., and all persons wishing to be heard were heard, and

WHEREAS, an additional public hearing to consider the adoption of a Local Law to ratify the amendment of the official zoning map was held on July 18, 2006, at Town Hall, 200 Howell Avenue, Riverhead, New York at 7:25 p.m., and all persons wishing to be heard were heard.

WHEREAS, that the proposed action of amending the map was referred to the Suffolk County Planning Commission in accordance with General Municipal Law §239-m,

NOW THEREFORE BE IT RESOLVED, that the adoption of the Local Law to ratify the amendment to the Zoning Map is a Type I action pursuant to 6 NYCRR §617.4(b)(2) but that no further State Environmental Quality Review compliance is required because the adoption of the subject Local Law is being carried out in conformance with the conditions and thresholds established for such action in the Generic Environmental Impact Statement prepared and accepted for the Town of Riverhead Comprehensive Plan and its Findings Statement on November 3, 2003, and be it further

RESOLVED, that the attached Local Law to ratify Zoning Map, Town of Riverhead, Suffolk County, New York 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 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 copy of this resolution to the Riverhead Planning Board; the Riverhead Planning Department and the Riverhead Building Department and the Office of the Town Attorney.

absent
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**

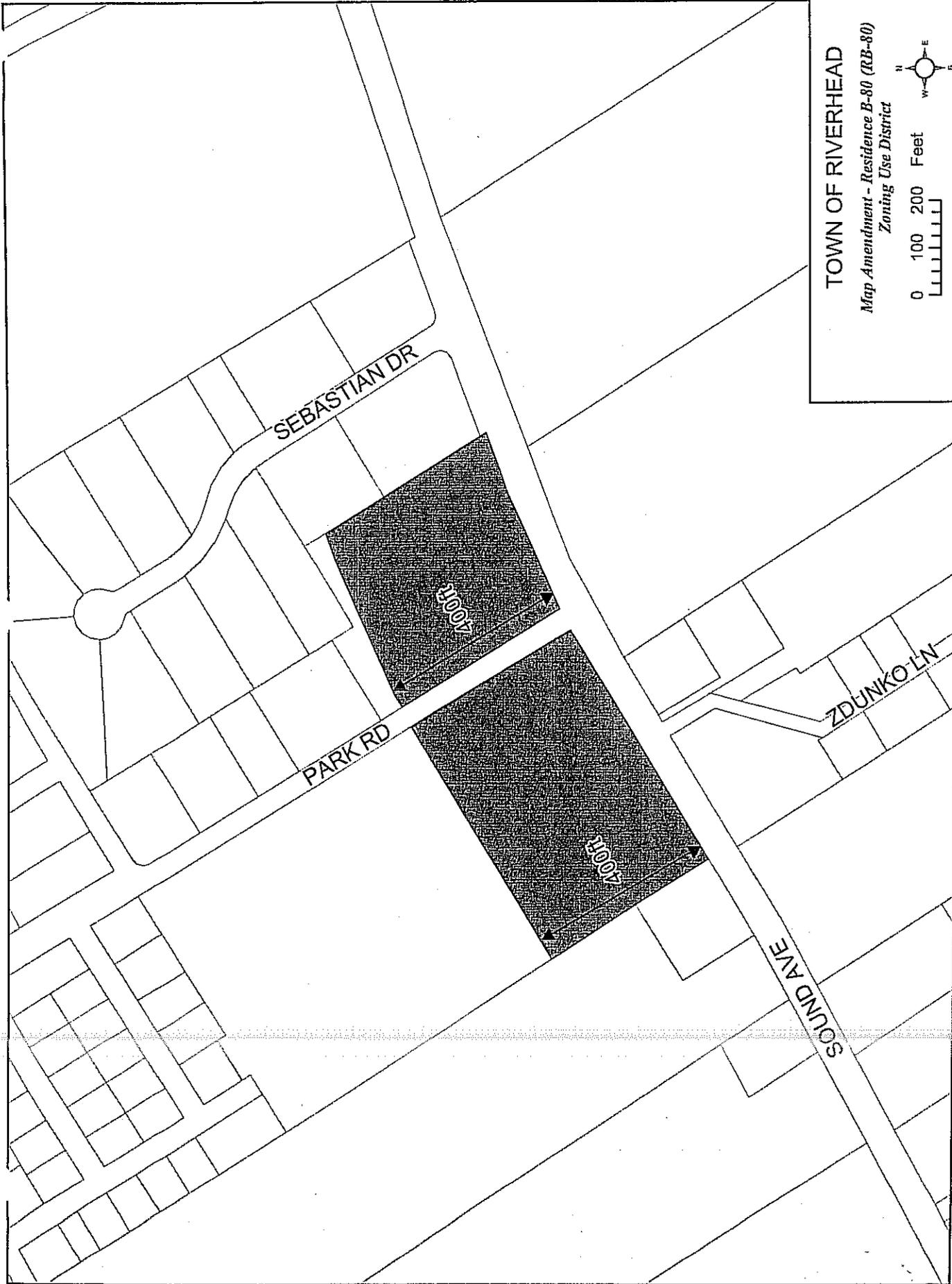
PLEASE TAKE NOTICE, that the Town Board of the Town of Riverhead adopted a local law to ratify amended Zoning Map, Town of Riverhead, Suffolk County at its regular meeting held on October 7, 2008 follows:

BE IT ENACTED by the Town Board of the Town of Riverhead as follows:
LOCAL LAW NO. OF 2008

A LOCAL LAW to ratify amended Zoning Map, Town of Riverhead, Suffolk County of the Town of Riverhead as attached:

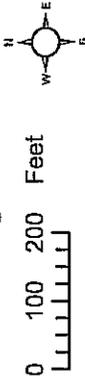
Dated: Riverhead, New York
October 7, 2008

**BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD
BARBARA GRATTAN, Town Clerk**



TOWN OF RIVERHEAD

*Map Amendment - Residence B-80 (RB-80)
Zoning Use District*



Source: Town of Riverhead Planning Department, 21 September 2004;
Suffolk County Real Property Tax Service Agency, Copyright 2003, County of Suffolk, NY

Residence B-80 (RB-80) Zoning Use District



Adopted

RESOLUTION # 891 ABSTRACT #08-39 September 25, 2008 (TBM 10/07/08)				
Councilman Dunleavy offered the following Resolution which was seconded by Councilman Wooten.				
FUND NAME		CD - NONE	CHECKRUN TOTALS	GRAND TOTALS
GENERAL FUND	1		1,176,726.47	1,176,726.47
POLICE ATHLETIC LEAGUE	4		10,338.25	10,338.25
RECREATION PROGRAM FUND	6		10,665.86	10,665.86
NUTRITION SITE COUNCIL FUND	7		1,105.00	1,105.00
CHILD CARE CENTER BUILDING FUN	9		269.44	269.44
TOWN BOARD SPECIAL PROGRAM FUN	24		693.56	693.56
ECONOMIC DEVELOPMENT ZONE FUND	30		3,180.95	3,180.95
HIGHWAY FUND	111		145,835.96	145,835.96
WATER DISTRICT	112		80,531.60	80,531.60
RIVERHEAD SEWER DISTRICT	114		47,506.23	47,506.23
REFUSE & GARBAGE COLLECTION DI	115		8,963.63	8,963.63
STREET LIGHTING DISTRICT	116		15,163.20	15,163.20
PUBLIC PARKING DISTRICT	117		632.54	632.54
AMBULANCE DISTRICT	120		10,239.83	10,239.83
EAST CREEK DOCKING FACILITY FU	122		1,887.83	1,887.83
CALVERTON SEWER DISTRICT	124		901.23	901.23
RIVERHEAD SCAVANGER WASTE DIST	128		13,834.11	13,834.11
WORKERS' COMPENSATION FUND	173		8,226.34	8,226.34
RISK RETENTION FUND	175		2,828.93	2,828.93
REVOLVING LOAN PROGRAM	178		20	20
CDBG CONSORTIUM ACOUNT	181		5,700.08	5,700.08
TOWN HALL CAPITAL PROJECTS	406		20,558.90	20,558.90
YOUTH SERVICES CAP PROJECT	452		5,506.10	5,506.10
SENIORS HELP SENIORS CAP PROJE	453		2,851.41	2,851.41
MUNICIPAL FUEL FUND	625		17,705.26	17,705.26
MUNICIPAL GARAGE FUND	626		28,738.44	28,738.44
TRUST & AGENCY	735		1,078,098.67	1,078,098.67
COMMUNITY PRESERVATION FUND	737		4,837.80	4,837.80
TOTAL ALL FUNDS			2,703,547.62	2,703,547.62

~~absent~~ THE VOTE
 Buckley yes no Wooten yes no
 Dunleavy yes no Blasé yes no
 Cardinale yes no
 THE RESOLUTION WAS WAS NOT
 THEREFORE DULY ADOPTED

RESOLUTION # 891 ABSTRACT #08-40 October 02, 2008 (TBM 10/07/08)					
Councilman Dunleavy offered the following Resolution which was seconded by					
Councilman Wooten					
FUND NAME		9/30/08 CD	10/1/08 CD	CHECKRUN TOTALS	GRAND TOTALS
GENERAL FUND	1	3,000,000.00		118,678.75	3,118,678.75
TEEN CENTER	5	10,000.00			10,000.00
RECREATION	6	54,000.00			54,000.00
CHILD CARE	9	40,000.00			40,000.00
TB SPEC PROG	24	7,500.00			7,500.00
YOUTH CT SCHOLAR	25	2,000.00			2,000.00
SRS DAYCARE	27	5,500.00			5,500.00
ANIMAL SPAY/NEUTER	29	1,000.00			1,000.00
EDZ	30	8,500.00			8,500.00
REC YOUTH	31	2,000.00			2,000.00
HIGHWAY FUND	111	765,000.00		23,097.04	788,097.04
WATER DISTRICT	112			4,113.85	4,113.85
R & M	113	265,000.00			265,000.00
RIVERHEAD SEWER DISTRICT	114	2,660,000.00		70,902.57	2,730,902.57
SANITATION	115	795,000.00			795,000.00
STREET LIGHTING	116	120,000.00			120,000.00
PUBLIC PARKING DISTRICT	117	100,000.00		4,169.00	104,169.00
BUSINESS IMPROVEMENT DISTRICT	118	80,000.00		328.60	80,328.60
AMBULANCE DISTRICT	120	200,000.00		258.00	200,258.00
CALVERTON SEWER	124	185,000.00			185,000.00
RIVERHEAD SCAVANGER WASTE DIST	128	20,000.00		21,387.63	41,387.63
SEWER DIST. FUND	130	290,000.00			290,000.00
WORKERS' COMPENSATION FUND	173	1,510,000.00		40.00	1,510,040.00
RISK RETENTION FUND	175	735,000.00		1,018.05	736,018.05
UNEMPLOYMENT	176	30,000.00			30,000.00
MAIN ST REHAB	177	125,000.00			125,000.00
REV LOAN PROGRAM	178	22,000.00			22,000.00
RES REHAB LOAN	179	15,000.00			15,000.00
CDBG CONSORTIUM ACOUNT	181	25,000.00		219.00	25,219.00
UDC WORKING	182	6,000.00			6,000.00
RESTORE	184	11,000.00			11,000.00
PUBLIC PARKING DEBT	381	33,000.00			33,000.00
SEWER DEBT	382	416,000.00			416,000.00
WATER DEBT	383	430,000.00			430,000.00
GENERAL FUND DEBT	384	3,920,000.00			3,920,000.00
SCAV DEBT	385	90,000.00			90,000.00
SUFFOLK THEATER	386	2,500.00			2,500.00
TOWN HALL CAPITAL PROJECTS	406		22,948,000.00	3,989,928.52	26,937,928.52
800 SERIES CAP PROJ	408	17,000.00			17,000.00
TWO BEARS	440	35,000.00			35,000.00
EISEP	454	165,000.00			165,000.00
MUNICIPAL FUEL FUND	625			15,535.00	15,535.00
MUNICIPAL GARAGE FUND	626			3,925.63	3,925.63
TRUST & AGENCY	735			27,078.62	27,078.62
SPECIAL TRUST	736	2,350,000.00			2,350,000.00
COMMUNITY PRESERVATION FUND	737	7,525,000.00		226.20	7,525,226.20
CDA CALVERTON	914	185,000.00			185,000.00
TOTAL ALL FUNDS		26,258,000.00	22,948,000.00	4,280,906.46	53,486,906.46