

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

**March 6, 2007**

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

**Barbara Blass, Councilwoman  
John Dunleavy, Councilman**

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

**ELECTED OFFICIALS**

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

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

**DEPARTMENT HEADS**

**William Rothaar (Financial Administrator)  
Leroy E. Barnes, Jr.  
Andrea Lohneiss  
Ken Testa  
Richard Hanley  
Chief David Hegermiller  
Ray Coyne  
Judy Doll  
John Reeve  
Michael Reichel  
Gary Pendzick**

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

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

#2 Community Development Budget Adjustment

**REGULAR TOWN BOARD MEETING:**

- #181 Resolution Authorizing the Purchase of Highway Equipment and Equipment for Maintenance, for the Town of Riverhead, Suffolk County, New York, at a Maximum Estimated Cost of \$447,000 and authorizing the Issuance of \$447,000 Bonds of said Town to pay the cost thereof.
- #182 Resolution Authorizing the Purchase of Equipment for Sanitation and Maintenance, for the Town of Riverhead, Suffolk County, New York, at a Maximum estimated cost of \$90,000, and authorizing the issuance of \$90,000 bonds of said Town to pay the cost thereof.
- #183 Authorizing the Town of Riverhead to Provide Financial and other Assistance to the Riverhead Housing Development Corporation to continue to Provide Services related to Administration of the Federal Government Section 8 Program and Associated Community Services related to Housing Opportunities within the Town of Riverhead
- #184 Authorizes the Retention of the Law Firm of Reynolds, Caronia, Gianelli, Hagney, La Pinta & Hargraves, LLP as Special Counsel
- #185 Authorizes Legal Action against the Central Pine Barrens Joint Planning and Policy Commission
- #186 Increases Expediting Charges in the Riverhead Town Building Department
- #187 Transfer of Account Clerk Typist to Code Enforcement (L. McKay)
- #188 Authorizes Attendance of One Police Department Employee to Police Firearms Instruction School
- #189 Authorizes Attendance of Two Police Department Employees to Search Warrant Training

- #190 Authorizes Fire Marshal to Attend Seminar
- #191 Authorizes Fire Marshal to Attend Conference
- #192 Authorizes Fire Marshal to Attend Seminar
- #193 Authorizes Increased Stipend for the Town Clerk
- #194 Appoints an Intern to the Police Department
- #195 Appoints Conservation Advisory Council Representatives to the Riverhead Open Space/Park Preserve Committee
- #196 Appoints a P/T Assistant Recreation Leader- Skate Park Level I in the Recreation Department (F. Boutcher)
- #197 Reinstatement of Computer Operator II in the Accounting Office (L. Pipczynski)
- #198 Accepts Resignation of an Account Clerk Typist (S. Tolliver)
- #199 Authorizes the Town Clerk to Post a Help Wanted Ad for Assistant Town Engineer
- #200 Adopts a Local Law Amending Chapter 108 Entitled, "Zoning" of the Riverhead Town Code (§108-290 Village Center (VC) Zoning Use District)
- #201 Releases Security of Harvest Moon Associates LLC in Connection with the Subdivision Entitled, "Village at Wading River" (One year Maintenance Bond)
- #202 Authorizes Release of a Bond for Sound Housing LLC (Sewer Treatment Plant)
- #203 Authorizes the Release of a Bond for Sound Housing LLC (Clubhouse)
- #204 Authorizes the Release of Six Binds of Sound Housing, LLC (Phase III)
- #205 Authorizes Town Clerk to Publish and Post Public Notice to Consider the Purchase of Development Rights of a Parcel Located in the Town of Riverhead(purported owner: Austin and Jeanne Warner)

- #206 Authorizes Town Clerk to Publish and Post Public Notice to Consider the Purchase of Development Rights of a Parcel Located in the Town of Riverhead (purported owner: Phillip Anthony Schmitt and Deborah Schmitt and Stanley Zilnicki and Kathy Zilnicki)
- #207 Authorizes Town Clerk to Publish and Post Public Notice to Consider the Purchase of Development Rights of a Parcel Located in the Town of Riverhead (purported owner: Frederick Reeve and Lois Reeve)
- #208 Authorizes Town Clerk to Publish and Post Public Notice to Consider the Purchase of Development Rights of a Parcel Located in the Town of Riverhead (purported owner: Louis Caracciolo and Ottavia Caracciolo)
- #209 Authorizes Town Clerk to Publish and Post Public Notice to Consider the Purchase of Development Rights of a Parcel Located in the Town of Riverhead (purported owner: Helen Zilnicki)
- #210 Authorizes Grant Application Submission to New York State Housing Trust Fund Corporation and Authorizes the Supervisor to Execute Grant Agreements if Awarded
- #211 Authorizes the Town Clerk to Publish and Post the Attached Notice to Bidders for the Construction of the Middle Road Roundabout
- #212 Determines the Application of Old Towne Builders to Establish a Professional Office in the Village Center Zoning Use District
- #213 Authorizes the Town Clerk to Publish and Post Public Notice of Public Hearing to Consider a Proposed Local Law to Amend Chapter 107 Entitled, "Tidal and Freshwater Wetlands" of the Riverhead Town Code
- #214 Awards Bid on a Lee-Boy 7000 Asphalt Paver
- #215 Awards Bid for Work Clothes
- #216 Extends Bid Contract for Janitorial Supplies

- #217 Extends Bid Contract for Well & Pump Emergency Service for the Riverhead Water District
- #218 Awards Bid for Propane
- #219 Awards Bid for Diesel Fuel
- #220 Authorizes Town Clerk to Publish and Post Notice to Bidders for Water Service Materials
- #221 Authorizes Town Clerk to Post and Publish a Notice to Bidders for Street Light and Traffic Signal Maintenance Repair Parts
- #222 Authorizes Town Clerk to Publish and Post Notice to Bidders for Annual Maintenance for Diesel & Generators for the Riverhead Water District
- #223 Authorizes Town Clerk to Publish and Post Notice to Bidders for Corrosion Control Chemicals
- #224 Authorizes Town Clerk to Publish and Post Notice to Bidders for Dry Hydrated Lime (Calcium Hydroxide)
- #225 Awards Bid for Carriage House HVAC Renovations
- #226 Awards Bid for Carriage House General Construction Renovations
- #227 Awards Bid for Carriage House Plumbing Renovations
- #228 Authorizes the Supervisor to Execute an Agreement with County of Suffolk (Transportation Assistance Program)
- #229 Adopts a Local Law to Amend Chapter 108 (Zoning) (Empire Zone) of the Riverhead Town Code
- #230 Adopts a Local Law to Amend Chapter 108 of the Town Code of the Town of Riverhead Entitled, "Zoning" (§108-130- Site Plan Review)
- #231 Grants Special Use Permit Petition of Brian Simonsen -Two Family Dwelling
- #232 Appoints Engineering Consultant

- #233 Approves Chapter 90 Application of East End Arts & Humanities Council, Inc.
- #234 Approves Special Use Permit Application of Kar-McVeigh, LLC (Jamesport Manor Inn)
- #235 Pays Bills

Adopted

MARCH 6, 2007

COMMUNITY DEVELOPMENT AGENCY

COMMUNITY DEVELOPMENT

BUDGET ADJUSTMENT

RESOLUTION # 2

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

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

		<u>FROM</u>	<u>TO</u>
914.012401.441100	Investments Earnings	15,000	
914.069800.541499	Misc. Repairs and Maintenance		15,000

**THE VOTE**

Dunleavy ~~Yes~~ No

Bartunek ~~Yes~~ No

Blass ~~Yes~~ No

Densieski ~~Yes~~ No

Cardinale ~~Yes~~ No

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

Adopted

03/06/07

COMMUNITY DEVELOPMENT AGENCY

Resolution # 3

AUTHORIZES LEGAL ACTION AGAINST THE CENTRAL PINE BARRENS  
JOINT PLANNING AND POLICY COMMISSION

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

WHEREAS, the Town Board of the Town of Riverhead and the Board of the Town of Riverhead Community Development Agency have determined that the Central Pine Barrens Joint Planning and Policy Commission is acting in excess of their statutory authority in certain respects,

NOW, THEREFORE BE IT

RESOLVED, that Dawn C. Thomas, Town Attorney for the Town of Riverhead and as attorney for the Town of Riverhead Community Development Agency is authorized to institute a legal action/proceeding in the name of the Town of Riverhead and the Town of Riverhead Community Development Agency against the Central Pine Barrens Joint Planning and Policy Commission; and be it further

RESOLVED, that the Town Attorney, as attorney for the Town of Riverhead and the Town of Riverhead Community Development Agency, is authorized to seek injunctive relief as is necessary, and be it further

RESOLVED, that a copy of this resolution be sent to the Town Attorney.

Town Attorney, Thomas

THE VOTE

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

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

March 6, 2007

Resolution #181

160158601.01

4369-2-15

**BOND RESOLUTION  
(SUBJECT TO PERMISSIVE REFERENDUM)**

**Adopted**

At a regular meeting of the Town Board of the Town of Riverhead, Suffolk County, New York, held at the Town Hall, in Riverhead, New York, on the 6th day of March, 2007, at 7:00 o'clock P.M., Prevailing Time.

The meeting was called to order by Supervisor Cardinale, and upon roll being called, the following were:

**PRESENT:** Supervisor Philip Cardinale  
Councilwoman Barbara Blass  
Councilman John Dunleavy  
Councilman Edward Densieski  
Councilman George Bartunek

**ALSO PRESENT:** Town Clerk Barbara Grattan  
Town Attorney Dawn Thomas

**ABSENT:**

The following resolution was offered by COUNCILWOMAN BLASS, who moved its adoption, seconded by COUNCILMAN BARTUNEK, to-wit:

Resolution # \_\_\_\_\_

BOND RESOLUTION DATED MARCH 6, 2007.

A RESOLUTION AUTHORIZING THE PURCHASE OF HIGHWAY EQUIPMENT AND EQUIPMENT FOR MAINTENANCE, FOR THE TOWN OF RIVERHEAD, SUFFOLK COUNTY, NEW YORK, AT A MAXIMUM ESTIMATED COST OF \$447,000, AND AUTHORIZING THE ISSUANCE OF \$447,000 BONDS OF SAID TOWN TO PAY THE COST THEREOF.

WHEREAS, all conditions precedent to the financing of the capital project hereinafter described, including compliance with the provisions of the State Environmental Quality Review Act, have been performed; NOW, THEREFORE,

BE IT RESOLVED, by the affirmative vote of not less than two-thirds of the total voting strength of the Town Board of the Town of Riverhead, Suffolk County, New York, as follows:

Section 1. The purchase of highway equipment and equipment for maintenance, for the Town of Riverhead, Suffolk County, New York, including incidental expenses in connection therewith, each item of which exceeds \$30,000 in cost, is hereby authorized at a maximum estimated cost of \$447,000.

Section 2. The plan for the financing of the aforesaid maximum estimated cost is by the issuance of \$447,000 bonds of said Town, hereby authorized to be issued therefor pursuant to the provisions of the Local Finance Law.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid class of objects or purposes is fifteen years, pursuant to subdivision 28 of paragraph a of Section 11.00 of the Local Finance Law. It is hereby further determined that the maximum maturity of the bonds herein authorized **will exceed five years.**

Section 4. The faith and credit of said Town of Riverhead, Suffolk County, New York, are hereby irrevocably pledged for the payment of the principal of and interest on such bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year. There shall annually be levied on all the taxable real property in said Town, a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

Section 5. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the Supervisor of said Town, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said Supervisor, consistent with the provisions of the Local Finance Law.

Section 6. All other matters except as provided herein relating to the bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed herein and the manner of execution of the same, including the consolidation with other issues, and also the ability to issue bonds with substantially level or declining annual debt service, shall be determined by the Supervisor, the chief fiscal officer of such Town. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law, and shall otherwise be in such form and contain such recitals, in addition to those required by Section 51.00 of the Local Finance Law, as the Supervisor shall determine consistent with the provisions of the Local Finance Law.

Section 7. The validity of such bonds and bond anticipation notes may be contested only if:

- 1) Such obligations are authorized for an object or purpose for which said Town is not authorized to expend money, or
- 2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

- 3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 8. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the class of objects or purposes described herein.

Section 9. Upon this resolution taking effect, the same shall be published in full or summary form in the *News Review*, which is hereby designated as the official newspaper of said Town for such purpose, together with a notice of the Town Clerk in substantially the form provided in Section 81.00 of the Local Finance Law.

Section 10. **THIS RESOLUTION IS ADOPTED SUBJECT TO PERMISSIVE REFERENDUM.**

The question of the adoption of the foregoing resolution was duly put to a vote on roll call, which resulted as follows:

\_\_\_\_\_ VOTING \_\_\_\_\_  
\_\_\_\_\_ VOTING \_\_\_\_\_  
\_\_\_\_\_ VOTING \_\_\_\_\_  
\_\_\_\_\_ VOTING \_\_\_\_\_  
\_\_\_\_\_ VOTING \_\_\_\_\_

The resolution was thereupon declared duly adopted.

\* \* \* \* \*

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

March 6, 2007

Reslution # 182

160158601.01 43219-2-17

**Adopted**

**BOND RESOLUTION  
(SUBJECT TO PERMISSIVE REFERENDUM)**

At a regular meeting of the Town Board of the Town of Riverhead, Suffolk County, New York, held at the Town Hall, in Riverhead, New York, on the 6th day of March 6, 2007, at 7:00 o'clock P.M., Prevailing Time.

The meeting was called to order by Supervisor Cardinale, and upon roll being called, the following were:

PRESENT: Supervisor Philip Cardinale  
Councilwoman Barbara Blass  
Councilman John Dunleavy  
Councilman Edward Densieski  
Councilman George Bartunek

ALSO PRESENT: Town Clerk Barbara Grattan  
Town Attorney Dawn Thomas

ABSENT:

The following resolution was offered by COUNCILMAN BARTUNEK, who moved its adoption, seconded by COUNCILMAN DUNLEAVY, to-wit:

BOND RESOLUTION DATED MARCH 6, 2007.

A RESOLUTION AUTHORIZING THE PURCHASE OF EQUIPMENT FOR SANITATION AND MAINTENANCE, FOR THE TOWN OF RIVERHEAD, SUFFOLK COUNTY, NEW YORK, AT A MAXIMUM ESTIMATED COST OF \$90,000, AND AUTHORIZING THE ISSUANCE OF \$90,000 BONDS OF SAID TOWN TO PAY THE COST THEREOF.

WHEREAS, all conditions precedent to the financing of the capital project hereinafter described, including compliance with the provisions of the State Environmental Quality Review Act, have been performed; NOW, THEREFORE,

BE IT RESOLVED, by the affirmative vote of not less than two-thirds of the total voting strength of the Town Board of the Town of Riverhead, Suffolk County, New York, as follows:

Section 1. The purchase of equipment for sanitation and maintenance, for the Town of Riverhead, Suffolk County, New York, including incidental expenses in connection therewith, is hereby authorized, at a maximum estimated cost of \$90,000.

Section 2. The plan for the financing of the aforesaid maximum estimated cost is by the issuance of \$90,000 bonds of said Town, hereby authorized to be issued therefor pursuant to the provisions of the Local Finance Law.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid specific object or purpose is fifteen years, pursuant to subdivision 28 of paragraph a of Section 11.00 of the Local Finance Law. It is hereby further determined that the maximum maturity of the bonds herein authorized **will exceed five years.**

Section 4. The faith and credit of said Town of Riverhead, Suffolk County, New York, are hereby irrevocably pledged for the payment of the principal of and interest on such bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year. There shall annually be levied on all the taxable real property in said Town, a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

Section 5. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the Supervisor of said Town, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said Supervisor, consistent with the provisions of the Local Finance Law.

Section 6. All other matters except as provided herein relating to the bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed herein and the manner of execution of the same, including the consolidation with other issues, and also the ability to issue bonds with substantially level or declining annual debt service, shall be determined by the Supervisor, the chief fiscal officer of such Town. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law, and shall otherwise be in such form and contain such recitals, in addition to those required by Section 51.00 of the Local Finance Law, as the Supervisor shall determine consistent with the provisions of the Local Finance Law.

Section 7. The validity of such bonds and bond anticipation notes may be contested only if:

- 1) Such obligations are authorized for an object or purpose for which said Town is not authorized to expend money, or

2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 8. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the class of objects or purposes described herein.

Section 9. Upon this resolution taking effect, the same shall be published in full or summary form in the *News Review*, which is hereby designated as the official newspaper of said Town for such purpose, together with a notice of the Town Clerk in substantially the form provided in Section 81.00 of the Local Finance Law.

Section 10. **THIS RESOLUTION IS ADOPTED SUBJECT TO PERMISSIVE REFERENDUM.**

The question of the adoption of the foregoing resolution was duly put to a vote on roll call, which resulted as follows:

\_\_\_\_\_ VOTING \_\_\_\_\_  
\_\_\_\_\_ VOTING \_\_\_\_\_  
\_\_\_\_\_ VOTING \_\_\_\_\_  
\_\_\_\_\_ VOTING \_\_\_\_\_  
\_\_\_\_\_ VOTING \_\_\_\_\_

The resolution was thereupon declared duly adopted.

**THE VOTE**  
Dunleavy  yes  no Bartunek  yes  no  
Blass  yes  no Denisieski  yes  no  
Cardinale  yes  no  
**THE RESOLUTION WAS NOT THEREFORE DULY ADOPTED**

March 6, 2007

## TOWN OF RIVERHEAD

Resolution # 183

**AUTHORIZING THE TOWN OF RIVERHEAD TO PROVIDE FINANCIAL AND OTHER ASSISTANCE TO THE RIVERHEAD HOUSING DEVELOPMENT CORPORATION TO CONTINUE TO PROVIDE SERVICES RELATED TO ADMINISTRATION OF THE FEDERAL GOVERNMENT SECTION 8 PROGRAM AND ASSOCIATED COMMUNITY SERVICES RELATED TO HOUSING OPPORTUNITIES WITHIN THE TOWN**

Councilman Dunleavy offered the following resolution and was

seconded by Councilman Densieski:

WHEREAS, the Town Board of the Town of Riverhead adopted a resolution approving the establishment of the Riverhead Housing Development Corporation (hereinafter RHDC), a not-for-profit corporation, to assist the Town in carrying out one or more housing projects for persons of low income as approved by the Town, pursuant to Public Housing Law, Section 8 of the United States Housing Act of 1937 as amended, and Department of Housing and Urban Development ("HUD") regulations (collectively, the "Act") on April 4, 1978;

WHEREAS, the Town approved, by resolution #74 adopted on January 17, 2007, the dissolution of Riverhead Multi-Family Housing Corporation, a not-for-profit corporation charged with the same or similar duties to the RHDC including development and implementation of projects, in favor of transfer of all management, operation and administration to the RHDC in order to unify management of Section 8 and related programs;

WHEREAS, the RHDC relies upon reimbursement of funds necessary to administer the Section 8 program from the Department of Housing and Urban Development (HUD) and recent reduction in federal authorized reimbursement for administrative expenses placed the RHDC in a financial crisis such that continuation of the administration of the program and continued success of the program required RHDC to request monetary and other assistance from the TOWN OF RIVERHEAD;

WHEREAS, the TOWN OF RIVERHEAD is desirous that the quality of service provided to residents by RHDC be maintained and compliance with Section 8 regulations continue.

THEREFORE, BE IT RESOLVED, that the Town Board hereby determines that it is in the best interests of the Town to support the efforts of the RHDC and agrees to provide monetary support and such other support as identified below as Items One through Five.

Item One: Town agrees to reimburse RHDC for expenses associated with preparation of mandatory annual audit in an amount not to exceed \$8500.00 provided that RHDC completes a voucher and shall otherwise satisfy the requirements of the Town Comptroller;

Item Two: Town agrees to reimburse RHDC for expenses associated with telephone service in an amount not to exceed \$2700.00 provided that RHDC completes a voucher and shall otherwise satisfy the requirements of the Town Comptroller;

Item Three: Town agrees to reimburse RHDC for expenses associated with insurance coverage and premiums related to both property and liability for corporate officers in an amount not to exceed \$3000.00 provided that RHDC completes a voucher and shall otherwise satisfy the requirements of the Town Comptroller;

Item Four: Town agrees to permit RHDC to use Town printing facility for those print materials approved and required by HUD and Section 8 program; and

Item Five: Town agrees to provide RHDC with computer technical assistance by Town staff; and

Item Six: The Town shall continue to provide office space rent-free.

BE IT FURTHER RESOLVED, that the Town Clerk shall provide a certified copy of this resolution to the Town Board, Community Development Agency, Office of the Town Attorney and counsel of Riverhead Housing Development Corporation Riverhead Housing Development Corporation Nina J. Greenfield Stewart, Esq. 8 Second Street Box 463, Bellport, NY.

#### THE VOTE

Bartunek     Yes  No    Dunleavy     Yes  No  
Blass         Yes  No    Densieski    Yes  No

Cardinale    Yes  No

The Resolution  Was    Was Not  
Thereupon Duly Declared Adopted

March 6, 2007

Adopted

TOWN OF RIVERHEAD  
Resolution # 184

**AUTHORIZES THE RETENTION OF THE LAW FIRM OF REYNOLDS, CARONIA, GIANELLI, HAGNEY, LA PINTA & HARGRAVES, LLP AS SPECIAL COUNSEL**

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

WHEREAS, the Town Board desires to retain the Law Firm of Reynolds, Caronia, Gianelli, Hagney, La Pinta & Hargraves, LLP to act as special counsel in connection with litigation involving the municipal solid waste facility.

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby authorizes the Law Firm of Reynolds, Caronia, Gianelli, Hagney, La Pinta & Hargraves, LLP to act as special counsel in the aforementioned litigation on a contingency fee basis; and be it further

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

RESOLVED, that the Town Clerk is hereby directed to forward a certified copy of this resolution to the Law Firm of Reynolds, Caronia, Gianelli, Hagney, La Pinta & Hargraves, LLP, Attention: James Reynolds, Esq, 35 Arkay Drive, P.O. Box 11177, Hauppauge, NY 11788, Office of the Supervisor, Members of the Town Board, Engineering Department, Town Attorney's Office and Office of Accounting.

THE VOTE

Bartunek  Yes  No      Dunleavy  Yes  No  
Blass  Yes  No      Densieski  Yes  No  
Cardinale  Yes  No

The Resolution  Was  Was Not  
Thereupon Duly Declared Adopted

## ATTORNEY RETAINER

The undersigned client, the TOWN OF RIVERHEAD, hereby retains the Law Office of REYNOLDS, CARONIA, GIANELLI, HAGNEY, LA PINTA & HARGRAVES, LLP to prosecute its claim for damages arising from the actions of the firm of YOUNG & YOUNG, its partners, subcontractors, members, co-venturers, and related parties (the "defendants"), sustained by the TOWN OF RIVERHEAD as a result of professional services rendered by the defendants in connection with the TOWN'S municipal landfill facility.

The client hereby gives you the exclusive right to take all legal steps to enforce this claim. The Law Office of REYNOLDS, CARONIA, GIANELLI, HAGNEY, LA PINTA & HARGRAVES, LLP agrees to make no settlement without the consent of the client. This retainer does not include prosecution or defense of any appeal.

In consideration of the services rendered, and to be rendered by the Law Office of REYNOLDS, CARONIA, GIANELLI, HAGNEY, LA PINTA & HARGRAVES, LLP, the client agrees to pay the Law Office of REYNOLDS, CARONIA, GIANELLI, HAGNEY, LA PINTA & HARGRAVES, LLP and the Law Office of REYNOLDS, CARONIA, GIANELLI, HAGNEY, LA PINTA & HARGRAVES, LLP is authorized to retain, out of any moneys that may come into the hands of the Law Office of REYNOLDS, CARONIA, GIANELLI, HAGNEY, LA PINTA & HARGRAVES, LLP by reason of the above claim:

Thirty-three and one-third percent (33 1/3%) of the sum recovered, whether recovered by suit, settlement or otherwise. The undersigned shall pay all costs, court filing fees, deposition costs, and the disbursements of the litigation as billed.

In the event that the undersigned discharges the attorney at any time before the conclusion of the case, except for the improper, negligent, or unprofessional handling of this matter by the attorney, the undersigned will be responsible for and agrees to pay the attorney for the time his firm expended on the case up to the date of discharge at the hourly rates the firm charges its most desirable clients, or on a "quantum meruit" basis as may be determined by the court wherein the matter is pending, whichever is higher.

In the event that the firm obtains an offer of settlement and conveys same to the undersigned with its recommendation to accept such settlement, and further provided that the recommendation is determined by the court to be a reasonable offer considering the facts and applicable law of the case, and in the further event that the undersigned rejects said offer of settlement and the case is tried to a defendant's verdict, or to a verdict lower than that which was conveyed to the undersigned by the attorney, the undersigned agrees to pay a legal fee to the attorney equal to one-third of the offer of settlement obtained by the firm on the undersigned's behalf.

The undersigned further agrees to provide at its own expense copies of all documents required by the attorney as may be necessary during the course of the litigation. The undersigned also agrees to provide at its own expense such on-staff professional assistance as may be required from time-to-time by the attorney during the course of the litigation, including but not limited to, the Town Attorney's office, the Engineering Dept., and the Solid Waste Management personnel. In the event expert testimony is required, the undersigned agrees to pay the fees of such expert, however, no expert will be retained by the attorney without prior written consent of the undersigned.

The firm agrees to provide monthly invoices itemizing the tasks performed, time expended and an itemization of any disbursements required to be paid by the Town and shall otherwise satisfy the requirements of the Town Comptroller.

If the cause of action is settled by the client, without consent of Attorney, the client agrees to pay the Attorney the above percentage of the full amount of the settlement for the benefit of the client, to whomever paid or whatever called. The attorney shall have, in the alternative, the option of seeking compensation on a "quantum meruit" basis to be determined by the court. In such circumstances, the court would determine the fair value of the service. The Attorney shall have, in addition, the Attorney's taxable costs and disbursements, if any, not previously reimbursed.

The firm agrees that all communications between the firm and the Town and personnel employed by the Town, or any experts or consultants retained either by the Town or the firm in connection with the litigation, as well as any materials or information developed by the firm or the Town pursuant to this Agreement, whether oral or written, are protected by applicable legal privileges and should, therefore, be treated with the strictest confidentiality. The firm agrees not to disclose any such communication, or any of the material or information the firm may receive or develop in the course of its work to any person or entity except as required to represent the Town in the litigation process.

The firm agrees that the foregoing obligations shall apply, not only to the firm, but to all persons who may assist the firm in performing any service pursuant to this agreement, and all such obligations shall survive termination of this retainer agreement.

The above retainer is accepted subject to a continuing investigation concerning all the facts and circumstances of the within claim. The above attorney hereby reserves the right to return the matter upon notice to the undersigned at any stage of the proceedings without any fee being earned, and with no charge to the client. Client acknowledges that no on from the Law Office of REYNOLDS, CARONIA, GIANELLI, HAGNEY, LA PINTA & HARGRAVES, LLP has made any guarantee or representations as to the likelihood of success or the ultimate outcome of the matter.

The firm will not represent any plaintiff in any action against the Town of Riverhead, Town Board for the Town of Riverhead, Planning Board, Zoning Board of Appeals or any Departments or personnel employed in any of the above categories

during the pendency of its representation of the Town of Riverhead in this matter without the written consent of the Town.

Dated: March \_\_\_\_\_, 2007

TOWN OF RIVERHEAD, as authorized by  
the TOWN BOARD BY RESOLUTION OF THE  
TOWN BOARD DATED: MARCH \_\_\_\_\_, 2007.

By: \_\_\_\_\_  
Philip J. Cardinale, Supervisor

03/06/07

# Adopted

## TOWN OF RIVERHEAD

Resolution # 185

### AUTHORIZES LEGAL ACTION AGAINST THE CENTRAL PINE BARRENS JOINT PLANNING AND POLICY COMMISSION

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

WHEREAS, the Town Board of the Town of Riverhead and the Board of the Town of Riverhead Community Development Agency have determined that the Central Pine Barrens Joint Planning and Policy Commission is acting in excess of their statutory authority in certain respects,

NOW, THEREFORE BE IT

RESOLVED, that Dawn C. Thomas, Town Attorney for the Town of Riverhead and as attorney for the Town of Riverhead Community Development Agency is authorized to institute a legal action/proceeding in the name of the Town of Riverhead and the Town of Riverhead Community Development Agency against the Central Pine Barrens Joint Planning and Policy Commission; and be it further

RESOLVED, that the Town Attorney, as attorney for the Town of Riverhead and the Town of Riverhead Community Development Agency, is authorized to seek injunctive relief as is necessary, and be it further

RESOLVED, that a copy of this resolution be sent to the Town Attorney.

Town Attorney, Thomas

#### THE VOTE

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

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

**INCREASES EXPEDITING CHARGES IN THE RIVERHEAD BUILDING DEPARTMENT**

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

**WHEREAS**, The Riverhead Town Board has established expediting charges for official duplicate documents in the Building Department, as per resolution 515-99; and

**WHEREAS**, the Building Department has recommended increasing and adding said expediting charges for official duplicate documents in the Building Department; and

**WHEREAS**, the Town Board hereby adopts the following charges to assist various companies' and individuals to expedite their research as follows:

Duplicate Certificate of Occupancy	\$20.00
Duplicate Certificate of Occupancy (Signed)	\$75.00
Search for Open Permit(s)	\$20.00
Search for Violations	\$20.00
Duplicate Certificate of Compliance	\$20.00
Duplicate of Survey	\$25.00
Duplicate Letter of Pre-Existing Non-Conforming Use	\$25.00
Duplicate miscellaneous documents	\$10.00
Certified "raised seal" document (additional)	\$25.00

**NOW, THEREFORE BE IT HEREBY RESOLVED**, that the Town Board of the Town of Riverhead hereby increases and incorporates the aforementioned expediting charges in the interest of assisting title companies and individuals to expedite their research; and be it

**RESOLVED**, that the Town Clerk is hereby directed to forward a Certified copy of this resolution to the Riverhead Building Department, Town Attorney, and the Office of Accounting.

**THE VOTE**

Dunleavy  Yes  No

Bartunek  Yes  No

Blass  Yes  No

Densieski  Yes  No

Cardinale  Yes  No

The Resolution  Was  Was Not  
Therefore Duly Adopted

March 6, 2007

**Adopted**

**TOWN OF RIVERHEAD**

**Resolution # 187**

**TRANSFER OF AN ACCOUNT CLERK TYPIST  
TO CODE ENFORCEMENT**

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

**WHEREAS**, a vacancy exists for the position of Account Clerk Typist in Code Enforcement, and

**WHEREAS**, the position has been duly posted (Posting #6),

**WHEREAS**, the Personnel Committee and the Department Head wishes to transfer Linda McKay; and

**NOW, THEREFORE, BE IT RESOLVED**, that effective March 7, 2007, the Town Board hereby transfers Linda McKay to the position of Account Clerk Typist in Code Enforcement at no change in pay, and

**BE IT FURTHER RESOLVED**, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to Linda McKay, Code Enforcement and the Personnel Officer.

**The Vote**

Dunleavy ~~Yes~~ No

Bartunek ~~Yes~~ No

Blass ~~Yes~~ No

Densieski ~~Yes~~ No

Cardinale ~~Yes~~ No

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

03/06/07

STATUS **Adopted**

**TOWN OF RIVERHEAD**

Resolution # 188

**AUTHORIZES ATTENDANCE OF ONE POLICE DEPARTMENT EMPLOYEE TO POLICE FIREARMS INSTRUCTOR SCHOOL**

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

**WHEREAS**, Police Chief Hegermiller has requested authorization from the Riverhead Town Board for the attendance of one police department employee to attend the Police Firearms Instructor School in West Point, New York , and,

**WHEREAS**, the seminar will be held in West Point, New York from March 15 – 16, 2007.

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Board hereby authorizes the attendance of one police department employee to attend the Police Firearms Instructor School.

**BE IT FURTHER RESOLVED**, that the Town Board hereby authorizes reimbursement of expenses incurred, not to exceed \$250.00 upon submission of proper receipts; and

**BE IT FURTHER RESOLVED**, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to Chief Hegermiller and the Office of Accounting.

**THE VOTE**

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

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

CARDINALE  YES \_\_\_ NO

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

3/6/2007

# Adopted

## TOWN OF RIVERHEAD

Resolution #189

### AUTHORIZES ATTENDANCE OF TWO POLICE DEPARTMENT EMPLOYEES TO SEARCH WARRANT TRAINING

Councilwoman Blass offered the following resolution, which was seconded by Councilman Bartunek.

WHEREAS, Police Chief Hegermiller has requested authorization from the Riverhead Town Board for attendance of two (2) police department employees to attend the Search Warrant Training in Albany, New York, and,

WHEREAS, the seminar will be held in Albany, New York from March 7-9, 2007.

NOW, THEREFORE BE IT RESOLVED, that the Town Board hereby authorizes the attendance of two (2) police department employees to attend the Search Warrant Training.

BE IT FURTHER RESOLVED, that the Town Board hereby authorizes reimbursement of expenses incurred, a total for both not to exceed \$650.00 upon submission of proper receipts; and

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

**THE VOTE**

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

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

TOWN OF RIVERHEAD

Adopted

Resolution # 190

**AUTHORIZES FIRE MARSHAL TO ATTEND SEMINAR**

COUNCILMAN BARTUNEK offered the following resolution,  
Which was seconded by COUNCILMAN DUNLEAVY

**WHEREAS**, Fire Marshal Bruce E. Johnson requests to attend the Fire/Arson/Investigation Seminar at the New York State Fire Training Academy; and

**WHEREAS**, the training at said seminar will complete the required training hours for New York State Code Enforcement Officer needed for the performance of Fire Marshal II duties; and

**WHEREAS**, the New York State Fire/Arson/Investigation Seminar will be held November 7-9, 2007 at the New York State Fire Training Academy at Montour Falls; and

**WHEREAS**, the cost of the seminar will not exceed \$350.00 (expenses include fees for registration, lodging, meals and other travel costs such as tolls and gas); and

**NOW THEREFORE BE IT RESOLVED**, that the Fire Marshal be authorized to attend this seminar, use of an official vehicle for transportation (November 7-9, 2007) and shall remit to the Accounting Department all the pertinent receipts and documentation to be reimbursed for expenditures not to exceed the authorized limit; and

**BE IT FURTHER RESOLVED**, that the Town Clerk be and is authorized to forward a copy of this resolution to the Fire Marshal Office and Office of Accounting.

**THE VOTE**

Dunleavy  Yes \_\_\_ No  
Bartunek  Yes \_\_\_ No  
Blass  Yes \_\_\_ No  
Densieski  Yes \_\_\_ No  
Cardinale  Yes \_\_\_ No

The Resolution  Is \_\_\_ Is Not  
Declared Duly Adopted

TOWN OF RIVERHEAD

Adopted

Resolution # 191

**AUTHORIZES FIRE MARSHAL TO ATTEND CONFERENCE**

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

**WHEREAS**, Fire Marshal Bruce E. Johnson requests to attend the Fire Marshal and Inspector's Conference at the New York State Fire Training Academy; and

**WHEREAS**, the training at said conference will complete the required training hours for New York State Code Enforcement Officer needed for the performance of Fire Marshal II duties; and

**WHEREAS**, the New York State Fire Marshal and Inspector's Conference will be held October 15-18, 2007 at the New York State Fire Training Academy at Montour Falls; and

**WHEREAS**, the cost of the seminar will not exceed \$350.00 (expenses include fees for registration, lodging, meals and other travel costs such as tolls and gas); and

**NOW THEREFORE BE IT RESOLVED**, that the Fire Marshal be authorized to attend this conference, use of an official vehicle for transportation (October 15-18, 2007) and shall remit to the Accounting Department all the pertinent receipts and documentation to be reimbursed for expenditures not to exceed the authorized limit; and

**BE IT FURTHER RESOLVED**, that the Town Clerk be and is authorized to forward a copy of this resolution to the Fire Marshal Office and Office of Accounting.

**THE VOTE**

Dunleavy <input checked="" type="checkbox"/> Yes ___ No	Bartunek <input checked="" type="checkbox"/> Yes ___ No
Blass <input checked="" type="checkbox"/> Yes ___ No	Densieski <input checked="" type="checkbox"/> Yes ___ No
Cardinale <input checked="" type="checkbox"/> Yes ___ No	
The Resolution <input checked="" type="checkbox"/> Is ___ Is Not	
Declared Duly Adopted	

03/06/07

TOWN OF RIVERHEAD

Adopted

Resolution # 192

AUTHORIZES FIRE MARSHAL TO ATTEND SEMINAR

COUNCILMAN DENSIESKI offered the following resolution, was seconded by

COUNCILWOMAN BLASS :

WHEREAS, Fire Marshal David Andruszkiewicz requests to attend the 2007 Department of Energy's "Responding to Terrorist Incidents in Your Community: Flammable-Liquid Fire Fighting Techniques for Municipal and Rural Firefighters" Seminar; and

WHEREAS, the training at said seminar will provide required training hours for New York State Certified Haz-Mat Technician needed for the performance of Riverhead Town Fire Marshal duties; and

WHEREAS, the 2007 Department of Energy's "Responding to Terrorist Incidents in Your Community: Flammable-Liquid Fire Fighting Techniques for Municipal and Rural Firefighters" Seminar will be held April 23-26, 2007, at the Fire Science Academy in Reno, Nevada; and

WHEREAS, this seminar will be cost neutral to the Town of Riverhead because all travel, lodging and meals are paid by the Department of Energy; and

NOW THEREFORE BE IT RESOLVED, that the Fire Marshal be authorized to attend this seminar, (April 23-26, 2007) and shall remit to the Accounting Department all pertinent receipts and documentation and

BE IT FURTHER RESOLVED, that the Town Clerk be and is authorized to forward a copy of this resolution to the Fire Marshal's Office and Office of Accounting.

THE VOTE

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

03/06/07

# Adopted

## TOWN OF RIVERHEAD

Resolution # 193

### AUTHORIZES INCREASED STIPEND FOR THE TOWN CLERK

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

**WHEREAS**, the Town Clerk has requested the Town Board consider approving an additional annual stipend of \$5,000 for services as Marriage Officer, Birth Certificate Registrar and Death Certificate Registrar; and

**WHEREAS**, it is the desire of the Town Board to increase her annual stipend by \$5,000 for said services;

**NOW THEREFORE BE IT RESOLVED**, that the annual stipend of the Town Clerk is hereby increased by \$5,000; and

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

**THE VOTE**

Dunleavy  yes  no     Bartunek  yes  no  
 Blass  yes  no     Densieski  yes  no  
 Cardinale  yes  no     *abstain*

THE RESOLUTION  WAS  WAS NOT  
 THEREFORE DULY ADOPTED

March 6, 2007

# Adopted

## TOWN OF RIVERHEAD

Resolution # 194

### APPOINTS AN INTERN TO THE POLICE DEPARTMENT

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

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

**WHEREAS**, the Riverhead Police Department agrees to expose the students to the police profession as part of their education through a 90 hour training program.

**NOW, THEREFORE, BE IT RESOLVED**, effective March 7, 2007, the Town Board hereby approves the appointment of Christopher Burns, a student at Suffolk County Community College, as an Intern for the Riverhead Police Department through completion of the program; and,

**BE IT FURTHER RESOLVED**, that the Town Clerk be and is hereby directed to forward a certified copy of this resolution to Christopher Burns, Chief David J. Hegermiller and the Office of Accounting.

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

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

CARDINALE  YES \_\_\_ NO

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

TOWN OF RIVERHEAD

Adopted

Resolution # 195

**APPOINTS CONSERVATION ADVISORY COUNCIL REPRESENTATIVES TO THE RIVERHEAD OPEN SPACE/PARK PRESERVE COMMITTEE**

Councilman Bartunek offered the following resolution, which was seconded by, Councilwoman Blass.

**WHEREAS**, Chapter 14-40 of the Riverhead Town Code entitled "Open Space/Park Preserve Committee" causes the establishment of an advisory body to the Town Board known as the Open Space/Park Preserve Committee consisting of seven members appointed by the Town Board for staggered two-year terms, including five representatives from the community at large, and one representative each from the Recreation Committee and the Conservation Advisory Council; and

**WHEREAS**, a vacancy presently exists on the committee for a representative from the Conservation Advisory Council; and

**WHEREAS** due to scheduling conflicts, three Conservation Advisory Council members have agreed to attend Open Space/Park Preserve Committee meetings on a rotating basis.

**NOW THEREFORE, BE IT**

**RESOLVED**, that the Riverhead Town Board hereby approves the appointment of three representatives from the Conservation Advisory Council to the Open Space/Park Preserve Committee as follows:

Mary Laura Lamont, George Woodhull and Duane Lewin for terms expiring March, 2009.

**BE IT FURTHER RESOLVED**, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to Mary Laura Lamont, George Woodhull, Duane Lewin, members of the Conservation Advisory Council and members of the Open Space/Park Preserve Committee.

**THE VOTE**

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

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

CARDINALE ✓ YES \_\_\_ NO

THIS RESOLUTION ~~X~~ WAS \_\_\_ WAS NOT THEREFORE DULY ADOPTED

3/6/07

Adopted

TOWN OF RIVERHEAD

Resolution # 196

**APPOINTS A P/T ASSISTANT RECREATION LEADER - SKATE PARK  
LEVEL I  
TO THE RIVERHEAD RECREATION DEPARTMENT**

COUNCILMAN DUNLEAVY

offered the following resolution,  
COUNCILMAN DENSIESKI

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

**RESOLVED**, that Fred Boutcher is hereby appointed to serve as a P/T Assistant Recreation Leader - Skate Park Level I effective March 7, 2007, to be paid at the rate of \$9.50 per hour, and to serve as needed on an at will basis and to serve at the pleasure of the Town Board

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

1. 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 Fred Boutcher the Recreation Department and the Office of Accounting.<sup>1</sup>

THE VOTE

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

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

<sup>1</sup> Rec.Doris /Res.Skate park Fred Boutcher



MARCH 6, 2007

Adopted

TOWN OF RIVERHEAD

ACCEPTS RESIGNATION OF AN ACCOUNT CLERK TYPIST

RESOLUTION # 198

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

WHEREAS, the Town has received a letter from Shanneikqua Tolliver, an Account Clerk Typist in the Senior Citizen Program, effective February 22, 2007.

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

BE IT FURTHER, RESOLVED, that the Town Clerk be, and is hereby, directed to forward a certified copy of this Resolution to the Senior Citizen Program, Shanneikqua Tolliver, and the Personnel Officer.

THE VOTE

Dunleavy  Yes  No

Bartunek  Yes  No

Blass  Yes  No

Densieski  Yes  No

Cardinale  Yes  No

THIS RESOLUTION  IS  IS NOT  
DECLARED DULY ADOPTED

March 6, 2007

TOWN OF RIVERHEAD

Adopted

Resolution # 199

**AUTHORIZES THE TOWN CLERK TO POST  
A HELP WANTED ADVERTISEMENT FOR ASSISTANT TOWN ENGINEER**

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

**BE IT RESOLVED**, that the Town Clerk be and is hereby directed to publish the attached Help Wanted Advertisement for 60 days on the website govtjobs.com.

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

The Vote

Dunleavy ~~Yes~~ No      Bartunek ~~Yes~~ No  
Blass ~~Yes~~ No      Densieski ~~Yes~~ No  
Cardinale ~~Yes~~ No

THE RESOLUTION  WAS  WAS NOT  
THEREFORE DULY ADOPTED

## HELP WANTED

### ASSISTANT TOWN ENGINEER

Seeking experienced individual to assist Town Engineer with all aspects of operation, design and construction of town facilities and infrastructure. Responsibilities include engineering work in the development of capital projects, prepare project estimates, manage, implement and maintain contracts with outside engineering consultants. Successful candidate must possess excellent written and verbal communication skills to build and maintain effective working relationships with town staff/officials, private sector, local governments, and the public. Salary competitive. Includes full benefits package.

Requires clean valid driver's license and registration as a licensed professional engineer in the State of New York. Successful candidate must pass a Suffolk County Civil Service examination to be appointed permanently.

Reply to Accounting Office, Riverhead Town, 200 Howell Avenue, Riverhead, NY 11901 or visit our website at [www.riverheadli.com](http://www.riverheadli.com). Phone (631)727-3200 ex. 603 or Fax (631)727-4230. EEOC

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

3/6/07

TOWN OF RIVERHEAD

Adopted

Resolution # 200

**ADOPTS A LOCAL LAW AMENDING CHAPTER 108 ENTITLED, "ZONING" OF THE RIVERHEAD TOWN CODE**  
**(§108-290 Village Center (VC) Zoning Use District)**

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

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

**WHEREAS**, a public hearing was held on the 21st day of February, 2007 at 7:05 o'clock p.m. at Town Hall, 200 Howell Avenue, Riverhead, New York, the date, time and place specified in said public notice, and all persons wishing to be heard were heard.

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

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

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

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

**TOWN OF RIVERHEAD  
NOTICE OF ADOPTION**

**PLEASE TAKE NOTICE**, that the Town Board of the Town of Riverhead adopted a local law amending Chapter 108 entitled, "Zoning" of the Riverhead Town Code at its regular meeting held on March 6, 2007. **Be it enacted** by the Town Board of the Town of Riverhead as follows:

**Chapter 108  
Zoning**

**ARTICLE LIV  
Village Center (VC) Zoning Use District**

**§ 108-290. Uses.**

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

- D. Prohibited uses.
- (1) Two –family dwelling units.
  - (2) Townhouses.
  - (3) Apartments on ground floors.
  - (4) Offices, ~~including~~ excluding professional offices, on ground floors.
  - (5) Drive-through windows.

\* Underline represents addition(s)

\* Overstrike represents deletion(s)

Dated: Riverhead, New York  
March 6, 2007

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

**BARBARA GRATTAN, Town Clerk**

3/6/07

TOWN OF RIVERHEAD

Adopted

Resolution # 201

**RELEASES SECURITY OF HARVEST MOON ASSOCIATES LLC  
IN CONNECTION WITH THE SUBDIVISION ENTITLED,  
"VILLAGE AT WADING RIVER"  
(ONE YEAR MAINTENANCE BOND)**

COUNCILMAN DENSIESKI

offered the following resolution, was seconded by

COUNCILWOMAN BLASS :

**WHEREAS**, the Riverhead Town Board, by Resolution #1173 adopted on December 21, 2004, accepted the dedication of roads and drainage in the subdivision entitled, "Village at Wading River"; and

**WHEREAS**, by Resolution # 1083 adopted on November 15, 2005, the Riverhead Town Board authorized the release of an irrevocable letter of credit in the amount of \$309,833.00 representing the previously submitted one year maintenance bond and further, accepted an irrevocable letter of credit in the amount of \$100,000.00 representing an additional one year maintenance bond due to pavement failure within the subdivision; and

**WHEREAS**, pursuant to memorandum from Vincent Gaudiello, P.E., dated June 19, 2006, and the Highway Department, dated December 13, 2006, it has been advised that the road improvements are completed to the satisfaction of the Town's highway specifications and further recommends that said maintenance bond in the amount of \$100,000.00 may now be released.

**NOW THEREFORE BE IT RESOLVED**, the Town Board of the Town of Riverhead hereby authorizes the release of Bank of Smithtown Irrevocable Letter of Credit No. 100320 in the amount of \$100,000.00; and be it further

**RESOLVED**, that the Town Clerk is hereby authorized to release the aforementioned irrevocable letter of credit; and

**RESOLVED**, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to Harvest Moon Associates, LLC, c/o Golfo Development Corp., P.O. Box 578, Calverton, New York, 11933; John Raynor, P.E., L.S., P.C., P.O. Box 720, Water Mill, New York, 11976, Attn: Vincent Gaudiello, P.E.; the Planning Department; the Building Department; the Highway Department and the Office of the Town Attorney.

Z:\Laura Calamita\bonds\Village@WRmaint.release.doc

THE VOTE

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

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

3/6/07

Adopted

TOWN OF RIVERHEAD

Resolution # 202

AUTHORIZES THE RELEASE OF A BOND FOR SOUND HOUSING LLC  
(SEWER TREATMENT PLANT)

COUNCILWOMAN BLASS offered the following resolution,

which was seconded by COUNCILMAN BARTUNEK

WHEREAS, Sound Housing LLC posted a performance bond (#UB-0264489) in the amount of Sixty Thousand Dollars (\$60,000) for the construction of a sewer treatment plant at 3815 Sound Avenue, Riverhead, New York known and designated as Suffolk County Tax Map Number 0600-18.-1-12.1, pursuant to Section 108-133(I) of the Riverhead Town Code; and

WHEREAS, Sharon E. Klos, Building Permits Coordinator, has determined that construction has been completed to the Building Department's satisfaction and the satisfaction of the Planning Department as per the approved site plan and a Certificate of Occupancy has been issued.

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby authorizes the release of the performance bond (UB-0264489) in the sum of Sixty Thousand Dollars (\$60,000); and

BE IT FURTHER RESOLVED, that the Town Clerk is hereby authorized to forward a certified copy of this resolution to Sound Housing LLC, 888 Veterans Memorial Highway - Suite 430, Hauppauge, New York, 11788; the Building Department; the Accounting Department and the Town Attorney's Office.

THE VOTE

Dunleavy  Yes  No

Bartunek  Yes  No

Blass  Yes  No

Densieski  Yes  No

Cardinale  Yes  No

The Resolution Is  Is Not   
Declared Duly Adopted

3/6/07

Adopted

**TOWN OF RIVERHEAD**

**Resolution #<sup>203</sup>**

**AUTHORIZES THE RELEASE OF A BOND FOR SOUND HOUSING LLC  
(CLUBHOUSE)**

COUNCILMAN BARTUNEK offered the following resolution,

which was seconded by COUNCILMAN DUNLEAVY

**WHEREAS**, Sound Housing LLC had posted a performance bond (#HOIFSU0267653) in the amount of Eight Thousand One Hundred Twenty Dollars (\$8,120) for the construction of a Clubhouse and an outside swimming pool located at Willow Pond Drive, Riverhead, New York, known and designated as Suffolk County Tax Map Number 0600-18.1-1-13, pursuant to Section 108-133(I) of the Riverhead Town Code; and

**WHEREAS**, Sharon E. Klos, Building Permits Coordinator, has determined that construction has been completed to the Building Department's satisfaction and the satisfaction of the Planning Department as per the approved site plan and a Certificate of Occupancy has been issued.

**NOW THEREFORE BE IT RESOLVED**, that the Town Board of the Town of Riverhead hereby authorizes the release of the performance bond (#HO1FSU0267653) in the sum of Eight Thousand One Hundred Twenty Dollars (\$8,120); and

**BE IT FURTHER RESOLVED**, that the Town Clerk is hereby authorized to forward a certified copy of this resolution to Sound Housing LLC, 888 Veterans Memorial Highway - Suite 430, Hauppauge, New York, 11788, the Building Department; the Accounting Department and the Town Attorney's Office.

**THE VOTE**

Dunleavy  Yes  No

Bartunek  Yes  No

Blass  Yes  No

Densieski  Yes  No

Cardinale  Yes  No

The Resolution Is  Is Not   
Declared Duly Adopted

TOWN OF RIVERHEAD

Tabled

Resolution # 204

AUTHORIZES THE RELEASE OF SIX BONDS OF SOUND HOUSING, LLC  
(PHASE III)

COUNCILMAN DUNLEAVY

offered the following resolution,

which was seconded by

COUNCILMAN DENSIESKI

**WHEREAS**, Sound Housing LLC had posted six (6) Nova Causality performance bonds as follows:

#46550	\$30,088.00	Building #5
#46556	\$23,326.00	Building #8
#46552	\$28,358.00	Building #10
#46554	\$23,326.00	Building#22
#46553	\$23,326.00	Building #24
#46555	\$28,358.00	Building #33

for condominium buildings on the approved condominium map known as "Willow Ponds on the Sound, Condominium Phase III" located at Willow Pond Drive, Riverhead, New York, further described as Suffolk County Tax Map Number 0600-18.1-4-34 through and including 40, 53 through and including 58, 63 through and including 68, 134 through and including 138, 148 through and including 152, 207 through and including 212, 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 both the Building Department and the Planning Department and 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 aforementioned bonds; and

**BE IT FURTHER RESOLVED**, that the Town Clerk is hereby authorized to forward a certified copy of this resolution to Sound Housing LLC, 888 Veterans Memorial Highway - Building 430, Hauppauge, New York, 11788; the Building Department; the Accounting Department and the Town Attorney's Office.

THE VOTE

Dunleavy  Yes  No

Bartunek  Yes  No

Blass  Yes  No

Densieski  Yes  No

Cardinale  Yes  No

The Resolution Is  Is Not   
~~Declared Duly Adopted~~

Tabled

March 6, 2007

# Adopted

TOWN OF RIVERHEAD

Resolution # 205

**AUTHORIZES TOWN CLERK TO PUBLISH AND POST PUBLIC NOTICE TO CONSIDER THE PURCHASE OF DEVELOPMENT RIGHTS OF A PARCEL LOCATED IN THE TOWN OF RIVERHEAD (purported owner: Austin and Jeanne Warner)**

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

**WHEREAS**, pursuant to the provisions of §247 of the New York State General Municipal Law, fee simple owners of agricultural lands may elect to sell and the Town of Riverhead may elect to purchase development rights associated with said lands; and

**WHEREAS**, Austin and Jeanne Warner have expressed a desire to sell the development rights on approximately 60 acres of agricultural lands located on Sound Avenue, Riverhead, New York, at \$90,000.00 per acre, further described as Suffolk County Tax Map #0600-041.00-02.00- p/o 002.004, to the Town of Riverhead.

**WHEREAS**, the County of Suffolk and the Town of Riverhead are desirous of sharing the cost of purchasing said development rights, and

**WHEREAS**, the County of Suffolk will acquire a seventy percent (70%) undivided interest in and to the premises, and the Town of Riverhead will acquire a thirty percent (30%) undivided interest in and to the premises, as tenants in common,

**NOW THEREFORE BE IT RESOLVED**, that the Town Clerk be and is hereby authorized to publish and post the attached public notice to consider the purchase of development rights of agricultural lands owned by Austin and Jeanne Warner, once in the March 15, 2007 issue of the News Review, the official newspaper designated for these purposes, and also to cause a copy of the proposed purchase of development rights to be posted on the sign board of the Town in the Office of the Town Clerk; and be it further

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

**RESOLVED**, that the Town Clerk be and is hereby directed to forward a copy of this resolution to Austin and Jeanne Warner, 2649 Sound Avenue, Riverhead, New York 11901; the Farmland Select Committee; Peconic Land Trust, Attn: Marian Sumner, 296 Hampton Road, P.O. Box 1776, Southampton, New York, 11969; the Planning Department; the Assessor's Office; the Tax Receiver's Office; the Accounting Office and the Town Attorney's Office.

THE VOTE

2	Bartunek	<input type="checkbox"/> Yes	<input type="checkbox"/> No	1	Dunleavy	<input type="checkbox"/> Yes	<input type="checkbox"/> No
3	Blass	<input type="checkbox"/> Yes	<input type="checkbox"/> No		Densieski 4	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	Cardinale	<input type="checkbox"/> Yes	<input type="checkbox"/> No				

The Resolution  Was  Was Not  
Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD  
NOTICE OF PUBLIC HEARING**

**PLEASE TAKE NOTICE** that a public hearing will be held on the 4th day of April, 2007 at 2:10 PM o'clock p.m., at the Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York to hear all interested persons to consider the purchase of development rights on 60.0 +/- acres of agricultural lands owned by Austin Warner and Jeanne Warner, located on Sound Avenue, Riverhead, New York, at \$90,000.00 per acre, further described as Suffolk County Tax Map #0600-041.00-02.00-p/o002.004, to the Town of Riverhead, pursuant to §247 of the New York State General Municipal Law and Chapter 44 of the Riverhead Town Code.

Dated: Riverhead, New York  
March 6, 2007

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF RIVERHEAD

BARBARA GRATTAN, Town Clerk

March 6, 2007

**Adopted**

TOWN OF RIVERHEAD

Resolution # 206

**AUTHORIZES TOWN CLERK TO PUBLISH AND POST PUBLIC NOTICE TO CONSIDER THE PURCHASE OF DEVELOPMENT RIGHTS OF A PARCEL LOCATED IN THE TOWN OF RIVERHEAD (purported owner: Phillip Anthony Schmitt and Deborah Schmitt and Stanley Zilnicki and Kathy Zilnicki)**

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

**WHEREAS**, pursuant to the provisions of §247 of the New York State General Municipal Law, fee simple owners of agricultural lands may elect to sell and the Town of Riverhead may elect to purchase development rights associated with said lands; and

**WHEREAS**, Phillip Anthony Schmitt and Deborah Schmitt and Stanley Zilnicki and Kathy Zilnicki have expressed a desire to sell the development rights on approximately 10.0 acres of agricultural lands located on Roanoke Avenue, Riverhead, New York, at \$90,000.00 per acre, further described as Suffolk County Tax Map #0600-042.00-02.00- p/o 002.001, to the Town of Riverhead.

**WHEREAS**, the County of Suffolk and the Town of Riverhead are desirous of sharing the cost of purchasing said development rights, and

**WHEREAS**, the County of Suffolk will acquire a seventy percent (70%) undivided interest in and to the premises, and the Town of Riverhead will acquire a thirty percent (30%) undivided interest in and to the premises, as tenants in common,

**NOW THEREFORE BE IT RESOLVED**, that the Town Clerk be and is hereby authorized to publish and post the attached public notice to consider the purchase of development rights of agricultural lands owned by Phillip Anthony Schmitt and Deborah Schmitt and Stanley Zilnicki and Kathy Zilnicki, once in the March 15, 2007 issue of the News Review, the official newspaper designated for these purposes, and also to cause a copy of the proposed purchase of development rights to be posted on the sign board of the Town in the Office of the Town Clerk; and be it further

**RESOLVED**, that the Town Clerk be and is hereby directed to forward a copy of this resolution to Phillip Anthony Schmitt and Deborah Schmitt, 2552 Roanoke Avenue, Riverhead, New York 11901; Stanley Zilnicki and Kathy Zilnicki, 1096 Ostrander Avenue, Riverhead, New York 11901; Thomas Twomey, Esq., Post Office Box 9398, Riverhead, New York 11901-9398; the Farmland Select Committee; Peconic Land Trust, Attn: Marian Sumner, 296 Hampton Road, P.O. Box 1776, Southampton, New York, 11969; the Planning Department; the Assessor's Office; the Tax Receiver's Office; the Accounting Office and the Town Attorney's Office.

THE VOTE

Bartunek  Yes  No      Dunleavy  Yes  No  
Blass  Yes  No      Densieski  Yes  No  
Cardinale  Yes  No

The Resolution  Was  Was Not  
Thereupon Duly Declared Adopted

THE VOTE

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

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

**TOWN OF RIVERHEAD  
NOTICE OF PUBLIC HEARING**

**PLEASE TAKE NOTICE** that a public hearing will be held on the 4th day of April, 2007 at 2:15 PM o'clock p.m., at the Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York to hear all interested persons to consider the purchase of development rights on 10.0 +/- acres of agricultural lands owned by Phillip Anthony Schmitt and Deborah Schmitt and Stanley Zilnicki and Kathy Zilnicki, located on Roanoke Avenue, Riverhead, New York, at \$90,000.00 per acre, further described as Suffolk County Tax Map #0600-042.00-02.00-p/o002.001, to the Town of Riverhead, pursuant to §247 of the New York State General Municipal Law and Chapter 44 of the Riverhead Town Code.

Dated: Riverhead, New York  
March 6, 2007

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF RIVERHEAD

BARBARA GRATTAN, Town Clerk

March 6, 2007

TOWN OF RIVERHEAD

**Adopted**

Resolution # 207

**AUTHORIZES TOWN CLERK TO PUBLISH AND POST PUBLIC NOTICE TO CONSIDER THE PURCHASE OF DEVELOPMENT RIGHTS OF A PARCEL LOCATED IN THE TOWN OF RIVERHEAD (purported owners: Frederick Reeve and Lois Reeve)**

COUNCILMAN BARTUNEK offered the following resolution, was seconded by COUNCILMAN DUNLEAVY :

**WHEREAS**, pursuant to the provisions of §247 of the New York State General Municipal Law, fee simple owners of agricultural lands may elect to sell and the Town of Riverhead may elect to purchase development rights associated with said lands; and

**WHEREAS**, Frederick Reeve and Lois Reeve have expressed a desire to sell the development rights on approximately 21.10 acres of agricultural lands located on the west side of Pier Avenue, Riverhead, New York, at \$90,000.00 per acre, further described as Suffolk County Tax Map #0600-008.00-02.00- p/o 012.004 and 012.005, to the Town of Riverhead.

**WHEREAS**, the County of Suffolk and the Town of Riverhead are desirous of sharing the cost of purchasing said development rights, and

**WHEREAS**, the County of Suffolk will acquire a seventy percent (70%) undivided interest in and to the premises, and the Town of Riverhead will acquire a thirty percent (30%) undivided interest in and to the premises, as tenants in common,

**NOW THEREFORE BE IT RESOLVED**, that the Town Clerk be and is hereby authorized to publish and post the attached public notice to consider the purchase of development rights of agricultural lands owned by Frederick Reeve and Lois Reeve, once in the March 15, 2007 issue of the News Review, the official newspaper designated for these purposes, and also to cause a copy of the proposed purchase of development rights to be posted on the sign board of the Town in the Office of the Town Clerk; and be it further

**RESOLVED**, that the Town Clerk be and is hereby directed to forward a copy of this resolution to Frederick Reeve and Lois Reeve c/o Peter S. Danowski, Jr., Esq., 616 Roanoke Avenue, Post Office Box 779, Riverhead, New York 11901; the Farmland Select Committee; Peconic Land Trust, Attn: Marian Sumner, 296 Hampton Road, P.O. Box 1776, Southampton, New York, 11969; the Planning Department; the Assessor's Office; the Tax Receiver's Office; the Accounting Office and the Town Attorney's Office.

THE VOTE

Bartunek  Yes  No      Dunleavy  Yes  No  
 Blass  Yes  No      Densieski  Yes  No  
 Cardinale  Yes  No

The Resolution  Was  Was Not  
 Thereupon Duly Declared Adopted

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

**TOWN OF RIVERHEAD  
NOTICE OF PUBLIC HEARING**

**PLEASE TAKE NOTICE** that a public hearing will be held on the 4<sup>th</sup> day of April, 2007 at 2:20 PM o'clock p.m., at the Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York to hear all interested persons to consider the purchase of development rights on 21.10 +/- acres of agricultural lands owned by Frederick Reeve and Lois Reeve, located on the west side of Pier Avenue, Riverhead, New York, at \$90,000.00 per acre, further described as Suffolk County Tax Map #0600-008.00-02.00-p/o 012.000 and 012.005, to the Town of Riverhead, pursuant to §247 of the New York State General Municipal Law and Chapter 44 of the Riverhead Town Code.

Dated: Riverhead, New York  
March 6, 2007

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF RIVERHEAD

BARBARA GRATTAN, Town Clerk

March 6, 2007

# Adopted

TOWN OF RIVERHEAD

Resolution # 208

**AUTHORIZES TOWN CLERK TO PUBLISH AND POST PUBLIC NOTICE TO CONSIDER THE PURCHASE OF DEVELOPMENT RIGHTS OF A PARCEL LOCATED IN THE TOWN OF RIVERHEAD (purported owners: Louis Caracciolo and Ottavia Caracciolo)**

**COUNCILMAN DUNLEAVY** \_\_\_\_\_ offered the following resolution, was seconded  
by **COUNCILMAN DENSIESKI** \_\_\_\_\_ :

**WHEREAS**, pursuant to the provisions of §247 of the New York State General Municipal Law, fee simple owners of agricultural lands may elect to sell and the Town of Riverhead may elect to purchase development rights associated with said lands; and

**WHEREAS**, Louis Caracciolo and Ottavia Caracciolo have expressed a desire to sell the development rights on approximately 20.4 acres of agricultural lands located on Herricks Lane, Riverhead, New York, at \$90,000.00 per acre, further described as Suffolk County Tax Map #0600-009.00-01.00- p/o 006.006 and 0600-022.00-03.00-p/o 004.000, to the Town of Riverhead.

**WHEREAS**, the County of Suffolk and the Town of Riverhead are desirous of sharing the cost of purchasing said development rights, and

**WHEREAS**, the County of Suffolk will acquire a seventy percent (70%) undivided interest in and to the premises, and the Town of Riverhead will acquire a thirty percent (30%) undivided interest in and to the premises, as tenants in common,

**NOW THEREFORE BE IT RESOLVED**, that the Town Clerk be and is hereby authorized to publish and post the attached public notice to consider the purchase of development rights of agricultural lands owned by Louis Caracciolo and Ottavia Caracciolo, once in the March 15, 2007 issue of the News Review, the official newspaper designated for these purposes, and also to cause a copy of the proposed purchase of development rights to be posted on the sign board of the Town in the Office of the Town Clerk; and be it further

**RESOLVED**, that the Town Clerk be and is hereby directed to forward a copy of this resolution to Louis Caracciolo and Ottavia Caracciolo, c/o Charles R. Cuddy, Esq., 445 Griffing Avenue, Riverhead, New York 11901; the Farmland Select Committee; Peconic Land Trust, Attn: Marian Sumner, 296 Hampton Road, P.O. Box 1776, Southampton, New York, 11969; the Planning Department; the Assessor's Office; the Tax Receiver's Office; the Accounting Office and the Town Attorney's Office.

THE VOTE

Bartunek  Yes  No      Dunleavy  Yes  No  
Blass  Yes  No      Densieski  Yes  No

Cardinale  Yes  No

The Resolution  Was  Was Not  
Thereupon Duly Declared Adopted

THE VOTE

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

THE RESOLUTION  WAS  WAS NOT  
THEREFORE DULY ADOPTED

**TOWN OF RIVERHEAD  
NOTICE OF PUBLIC HEARING**

**PLEASE TAKE NOTICE** that a public hearing will be held on the 4<sup>th</sup> day of April, 2007 at 2:25 PM o'clock p.m., at the Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York to hear all interested persons to consider the purchase of development rights on 20.4 +/- acres of agricultural lands owned by Louis Caracciolo and Ottavia Caracciolo, located on Herricks Lane, Riverhead, New York, at \$90,000.00 per acre, further described as Suffolk County Tax Map #0600-009.00-01.00-p/o 006.006 and 0600-022.00-03.00-p/o 004.000, to the Town of Riverhead, pursuant to §247 of the New York State General Municipal Law and Chapter 44 of the Riverhead Town Code.

Dated: Riverhead, New York  
March 6, 2007

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF RIVERHEAD

BARBARA GRATTAN, Town Clerk

March 6, 2007

Adopted

TOWN OF RIVERHEAD

Resolution # 209

**AUTHORIZES TOWN CLERK TO PUBLISH AND POST PUBLIC NOTICE TO  
CONSIDER THE PURCHASE OF DEVELOPMENT RIGHTS OF A PARCEL  
LOCATED IN THE TOWN OF RIVERHEAD (purported owner: Helen Zilnicki)**

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

**WHEREAS**, pursuant to the provisions of §247 of the New York State General Municipal Law, fee simple owners of agricultural lands may elect to sell and the Town of Riverhead may elect to purchase development rights associated with said lands; and

**WHEREAS**, Helen Zilnicki has expressed a desire to sell the development rights on approximately 70.7 acres of agricultural lands located on Sound Avenue, Riverhead, New York, at \$90,000.00 per acre, further described as Suffolk County Tax Map #0600-043.00-01.00-p/o003.000, to the Town of Riverhead.

**WHEREAS**, the County of Suffolk and the Town of Riverhead are desirous of sharing the cost of purchasing said development rights, and

**WHEREAS**, the County of Suffolk will acquire a seventy percent (70%) undivided interest in and to the premises, and the Town of Riverhead will acquire a thirty percent (30%) undivided interest in and to the premises, as tenants in common,

**NOW THEREFORE BE IT RESOLVED**, that the Town Clerk be and is hereby authorized to publish and post the attached public notice to consider the purchase of development rights of agricultural lands owned by Helen Zilnicki, once in the March 15, 2007 issue of the News Review, the official newspaper designated for these purposes, and also to cause a copy of the proposed purchase of development rights to be posted on the sign board of the Town in the Office of the Town Clerk; and be it further

**RESOLVED**, that the Town Clerk be and is hereby directed to forward a copy of this resolution to Helen Zilnicki, 3675 Sound Avenue, Riverhead, New York 11901; the Farmland Select Committee; Peconic Land Trust, Attn: Marian Sumner, 296 Hampton Road, P.O. Box 1776, Southampton, New York, 11969; the Planning Department; the Assessor's Office; the Tax Receiver's Office; the Accounting Office and the Town Attorney's Office.

THE VOTE

Bartunek  Yes  No      Dunleavy  Yes  No  
Blass  Yes  No      Densieski  Yes  No  
Cardinale  Yes  No

The Resolution  Was  Was Not  
Thereupon Duly Declared Adopted

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

**TOWN OF RIVERHEAD**

**NOTICE OF PUBLIC HEARING**

**PLEASE TAKE NOTICE** that a public hearing will be held on the 4th day of April, 2007 at 2:30 PM o'clock p.m., at the Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York to hear all interested persons to consider the purchase of development rights on 70.7 +/- acres of agricultural lands owned by Helen Zilnicki, located on Sound Avenue, Riverhead, New York, at \$90,000.00 per acre, further described as Suffolk County Tax Map #0600-043.00-01.00-p/o003.000, to the Town of Riverhead, pursuant to §247 of the New York State General Municipal Law and Chapter 44 of the Riverhead Town Code.

Dated: Riverhead, New York  
March 6, 2007

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF RIVERHEAD

BARBARA GRATTAN, Town Clerk

March 6, 2007

Adopted

TOWN OF RIVERHEAD

RESOLUTION # 210

**AUTHORIZES GRANT APPLICATION SUBMISSION TO NEW YORK STATE HOUSING TRUST FUND CORPORATION AND AUTHORIZES THE SUPERVISOR TO EXECUTE GRANT AGREEMENTS IF AWARDED**

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

**WHEREAS**, grant funding is available from the New York State Housing Trust Fund Corporation ("NYS HTFC") to provide funds for the Residential Emergency Services to Offer Repairs to the Elderly ("RESTORE") Program and for the Access to Home Program; and

**WHEREAS**, the RESTORE funds provide for emergency repairs to eliminate hazardous conditions in the homes of eligible elderly residents who otherwise cannot afford to make such repairs and the Access to Home funds provide for accessibility modifications to dwelling units occupied by low-income persons with disabilities, particularly where such modifications will allow the owner to remain at home rather than move to an institution; and

**WHEREAS**, the need for assistance among Riverhead's low income residents, particularly fixed-income senior citizens and the disabled population has increased; and

**WHEREAS**, the Town of Riverhead Community Development Department ("CDD") proposes to submit an application to NYS HTFC in March 2007 for \$50,000 in RESTORE funds and \$150,000 in Access to Home funds.

**NOW, THEREFORE, BE IT RESOLVED**, that the Riverhead Town Board hereby authorizes the CDD to complete and submit a RESTORE grant application for \$50,000 and an Access to Home grant application for \$150,000, and authorizes the Town Supervisor to sign the grant applications and to execute the resulting grant contracts with NYS HTFC.

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

THE VOTE:

GEORGE BARTUNEK \_\_\_ YES \_\_\_ NO      EDWARD DENSIESKI \_\_\_ YES \_\_\_ NO

BARBARA BLASS \_\_\_ YES \_\_\_ NO      JOHN DUNLEAVY \_\_\_ YES \_\_\_ NO

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

CDD - ckempner

THE VOTE

Dunleavy  yes \_\_\_ no      Bartunek  yes \_\_\_ no

Blass  yes \_\_\_ no      Densieski  yes \_\_\_ no

Cardinale  yes \_\_\_ no

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

March 6, 2007

# Adopted

## TOWN OF RIVERHEAD

RESOLUTION # 211

**AUTHORIZES THE TOWN CLERK TO PUBLISH AND POST THE ATTACHED  
NOTICE TO BIDDERS FOR THE CONSTRUCTION OF THE MIDDLE ROAD  
ROUNDBOUT  
(DOT CONTRACT #07-58.69)**

COUNCILMAN BARTUNEK offered the following resolution which was

seconded by COUNCILMAN DUNLEAVY.

RESOLVED, that the Town Clerk be and is hereby authorized to publish and post the attached Notice to Bidders in the March 15, 2007 issue of the official Town newspaper , The News Review and in the March 19, 2007 issue of The Contract Reporter as required by the Department of Transportation funding for the Local Safe Streets and Traffic Calming Program; and

BE IT FURTHER RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to Christine Fetten, P.E., Alex Gimpelman, P.E., Dunn Engineering Associates, 66 Main Street, West Hampton Beach, NY 11978, Andrea Lohneiss and the Office of Accounting.

### THE VOTE

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

THE RESOLUTION  WAS  WAS NOT  
THEREFORE DULY ADOPTED

TOWN OF RIVERHEAD  
NOTICE TO BIDDERS

Sealed proposals for the Town of Riverhead Construction of the Middle Road Roundabout Contract, 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 April 9, 2007 at which time they will be publicly opened and read aloud.

The Bidder is advised that this project is a federally funded project. The contract documents contain questionnaires, forms, and other procedures that must be followed during the bidding and construction phases of the project. The bidder's attention is directed to appendices A and B for additional contract requirements due to the use of federal aid on this project.

Each bidder is required to attach a non-collusion statement pursuant to Section 103 of the General Municipal Law. Plans and specifications may be examined and/or obtained on or about March 15, 2007 at the Office of the Town Clerk between the hours of 8:30 am to 4:30 pm weekdays, except holidays or by visiting the Town of Riverhead website: [www.riverheadli.com](http://www.riverheadli.com) and click on "Bid Requests". There is a non-refundable fee of \$50.00 for printed Contract Documents.

Each proposal must be submitted on the form provided in a sealed envelope clearly marked "Town of Riverhead Middle Road Roundabout" and must be accompanied by a bid surety as stated in the Instructions to Bidders.

Due to the scope of work for this contract, the Town is scheduling a **Mandatory Pre-Bid Meeting** for March 28, 2007 at 10:00 AM at Town Hall. Proposals will be considered only from bidders who, for themselves or for intended and stated subcontractors, can show recent experience in the performance of similar work of equal difficulty and magnitude.

PLEASE TAKE FURTHER NOTICE THAT the Town Board reserves the right to reject in whole or in part any or all bids, waive any informality in the bids and accept the bid which is deemed most favorable in the interest of the Town of Riverhead. The Town Board will use its discretion to make judgmental determination as to its best estimate of the lower bidder.

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 February 27, 2007

March 6, 2007

Adopted

TOWN OF RIVERHEAD

Resolution # 212

DETERMINES APPLICATION OF OLD TOWNE BUILDERS TO ESTABLISH A PROFESSIONAL OFFICE IN THE VILLAGE CENTER ZONING USE DISTRICT

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

Whereas, the permitted uses in the VC (Village Center) Zoning Use District 108-290 include "professional offices", and

Whereas, the definition of professional office in the Riverhead Town Code (§108-3) allows the Town Board make a determination that a particular type of office be considered to be a professional office when such professional office would have "similar impacts to..." the professional offices listed therein, and

Olde Town Builders has requested that the Town Board determine that their construction company office be deemed to have similar impacts to a professional office so that their office may be located within the VC zoning use district,

NOW, THEREFORE, be it

RESOLVED, that the Town Board has examined the request of Olde Town Builders and has determined that the impacts that would be created by the proposed construction company office would be similar to that of the professional offices listed in §108-3 of the Town Code of the Town of Riverhead, and be it further

RESOLVED, that the construction company office of Olde Town Builders may be located within the VC zoning use district, and be it further

RESOLVED, that a copy of this resolution be sent to Robert F. Kozakiewicz, Esq, the Building Dept and the Planning Dept.

Town Attorney, Thomas

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

March 6, 2007

TOWN OF RIVERHEAD

Adopted

Resolution # 213

**AUTHORIZES TOWN CLERK TO PUBLISH AND POST PUBLIC NOTICE OF PUBLIC HEARING TO CONSIDER A PROPOSED LOCAL LAW TO AMEND CHAPTER 107 ENTITLED "TIDAL AND FRESHWATER WETLANDS" OF THE RIVERHEAD TOWN CODE**

Councilman Bartunek offered the following resolution, which was seconded by Councilwoman Blass:

**RESOLVED**, that the Town Clerk be and is hereby authorized to post and publish the attached public notice to consider a proposed local law to amend Chapter 107 entitled, "Tidal and Freshwater Wetlands" of the Riverhead Town Code, once in the March 15, 2007 issue of the News-Review Newspaper, the newspaper hereby designated as the official newspaper for this purpose, and to post same on the signboard in Town Hall; and be it further

**RESOLVED**, that the Town Clerk shall provide a certified copy of this resolution to the Building Department, Planning Department, the Riverhead Police Department; Conservation Advisory Council, Division of Code Enforcement and the Office of the Town Attorney.

THE VOTE

DUNLEAVY  YES \_\_\_ NO    BARTUNEK  YES \_\_\_ NO  
 BLASS  YES \_\_\_ NO    DENBIESKI  YES \_\_\_ NO  
 CARDINALE  YES \_\_\_ NO  
 THIS RESOLUTION  WAS \_\_\_ WAS NOT  
 THEREFORE DULY ADOPTED

**TOWN OF RIVERHEAD  
PUBLIC NOTICE**

**PLEASE TAKE NOTICE**, that a public hearing will be held on the 4<sup>th</sup> day of April, 2007, at 2:05 p.m. at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, to consider a proposed local law to amend Chapter 107 of the Riverhead Town Code entitled, "Tidal and Freshwater Wetlands."

A copy of the text of the proposed local law may be reviewed at the Office of the Town Clerk beginning March 7, 2007, between the hours of 8:30 AM and 4:30 PM, Monday through Friday.

**DATED: March 6, 2007**  
Riverhead, New York  
**BY ORDER OF THE TOWN BOARD**  
**OF THE TOWN OF RIVERHEAD**  
**BARBARA GRATTAN, TOWN CLERK**

Chapter 107: TIDAL AND FRESHWATER WETLANDS DRAFT (March 1, 2007)

§ 107-3. Definitions.

CLEARING –

A. As applied to the act of clearing: the act of removing trees or any part thereof, brush, or other vegetation and/or groundcover from land, whether by any means, including but not limited to digging, scraping, cutting, brush hogging, bulldozing, burning, chemical removal or by any form of mechanical actions. As used herein, the term "ground cover" shall include naturally occurring under story vegetation (e.g. low bush blueberry or huckleberry) as well as leaf litter and other organic detritus.

B. As applied to an area of land: all land which has been altered from its natural state by the removal of trees, brush, or other vegetation and/or groundcover. As used herein, the term "natural state" shall mean and refer to the natural condition of land without substantial alteration by human activity.

ECOLOGICALLY SENSITIVE AREAS – Those areas with one or more of the following characteristics:

- A. High biological productivity and/or relatively intact natural processes. Examples include wetlands, creeks and areas within bays and harbors, and near shore areas of widgeon grass and eelgrass.
- B. High quality breeding or habitat value to wildlife or plants.
- C. Habitat that supports New York State protected species (endangered, threatened, rare).
- D. Areas identified in the regional or local plans as having exceptional aesthetic or scenic quality.
- E. Areas Immediately adjacent to (A) (B) or (C). Changes in characteristics of these adjacent areas caused by direct or indirect activity can significantly impact the integrity of target systems.

**FRESHWATER WETLANDS —** Lands and waters as indicated on, but not limited to, the Freshwater Wetlands Map for Suffolk County promulgated by the Department of Environmental Conservation pursuant to the Freshwater Wetlands Act and the Riverhead Freshwater Wetlands Inventory (1979), as may be amended from time to time, which contain any or all of the following:

- A. Lands and submerged lands commonly called "marshes," "swamps," "sloughs," "bogs," "streams" (whether natural or altered), and "flats" supporting aquatic or semiaquatic vegetation of the following types:
  - (1) Wetland trees, which depend upon seasonal or permanent flooding or sufficiently water-logged soils to give them a competitive advantage over other trees; including, among others, red maple (*Acer rubrum*), willows (*Salix* spp.), tupelo (*Nyssa sylvatica*), black spruce (*Picea mariana*), swamp white oak (*Quercus bicolor*), ~~red~~ green ash (*Fraxinus pennsylvanica*), black ash (*Fraxinus nigra*), silver maple (*Acer saccharinum*), American elm (*Ulmus americana*) and larch (*Larix laricina*);
  - (2) Wetland shrubs, which depend upon seasonal or permanent flooding or sufficiently water-logged soils to give them a competitive advantage over other shrubs; including, among others, alder (*Alnus* spp.), buttonbush (*Cephalanthus occidentalis*), bog

rosemary (*Andromeda glaucophylla*), dogwoods (*Cornus* spp.), and leatherleaf (*Chamaedaphne calyculata*); swamp azalea (*Rhododendron viscosum*); sweet pepperbush (*Clethra alnifolia*); spice bush (*Lindera benzoin*);

(3) Emergent vegetation; including, among others, cattails (*Typha* spp.), pickerelweed (*Pontederia cordata*), bulrushes (*Scirpus* spp.), arrow arum (*Peltandra virginica*), arrowheads (*Sagittaria* spp.), reed (*Phragmites communisaustralis*), wildrice (*Zizania aquatica*), bur-reeds (*Sparganium* spp.), purple loosestrife (*Lythrum salicaria*), swamp loosestrife (*Decodon verticillatus*) and water plantain (*Alisma plantago-aquatica*); sedges (*Carex* spp.).

(8) Submergent vegetation; including, among others, pondweed (*Potamogeton* spp.), naiads (*Najas* spp.), bladderworts (*Utricularia* spp.), wild celery (*Vallisneria americana*), coontail (*Ceratophyllum demersum*), water milfoils (*Myriophyllum* spp.), muskgrass (*Chara* spp.), stonewort (*Nitella* spp.), waterweeds (*Elodea* spp.), and water smartweed (*Polygonum amphibium*);

INVASIVE VEGETATION – vegetation that possesses both of the following traits:

- A. Non-native (or alien) to the ecosystem under consideration.
- B. Capable of moving aggressively into a habitat and monopolizing resources such as light, nutrients, water and space to the detriment of other species.

LOT AREA – The total horizontal area contained within and enclosed by the outer boundary lines of any lot; “lot area” shall not include that portion of a lot which contains a tidal or freshwater wetland as defined herein.

NATIVE VEGETATION – Vegetation comprised of plant species which are indigenous to Long Island and that, under ordinary circumstances have proved to be locally noninvasive, and which reasonably can be expected to naturally occur on a site.

**NATURAL DRAINAGE SYSTEM** — Consists of those uplands and watercourses, including but not limited to those tidal wetlands designated on the New York State Department of Environmental Control Official Tidal Wetlands Map, freshwater wetlands designated on the Freshwater Wetlands Map for Suffolk County and the Riverhead Freshwater Wetlands Inventory (1979), as amended from time to time. Such lands and waters may include but are not limited to all uplands exhibiting 15% or greater slopes, all fresh, salt or brackish water, swamps, bogs, marshes, streams, vernal ponds, ponds and lakes, whether intermittently or permanently saturated or covered by ground, surface or tidal waters.

**TIDAL WETLANDS or WETLANDS** — Any lands delineated as tidal wetlands on the Tidal Wetlands Map of Riverhead promulgated by the New York State Department of Environmental Conservation. Such lands shall comprise the following classifications as delineated on such map:

**F. FORMERLY CONNECTED TIDAL WETLANDS** — The tidal wetlands zone, designated FC on the tidal Wetlands Map for Riverhead, in which normal tidal flow is restricted by man-made causes. Typical tidal wetland plant species may exist in such areas although they may be infiltrated with common reed (*Phragmites ~~sp.~~australis*).

**WATERCOURSES** — All permanent or intermittent water bodies other than tidal waters including freshwater streams, marshes, swamps, bogs, vernal ponds, ponds and lakes.

**§ 107-4. Regulated areas.**

It shall be unlawful for any person, without obtaining a written permit issued by the Town of Riverhead, to:

- A. Place or deposit, or permit to be placed or deposited, debris, fill or any materials, including structures, into or within 150 feet of the boundary of any ~~tidal waters, tidal wetlands,~~ freshwater wetlands, natural or altered drainage systems, or other watercourses, or within 300' of the boundary of any tidal water or tidal wetlands.
- B. Dig, dredge, clear any vegetation or in any other way alter or remove any material in or within 150 feet of any ~~tidal waters, tidal wetlands,~~ freshwater wetlands, natural or altered drainage systems, or other watercourses, or within 300' of the boundary of any tidal water or tidal wetlands.
- C. Plant, seed, cultivate or maintain, with the use of fertilizer or pesticide, any lands other than those exempted under Section 107-5B(6), unless the occupier of the land maintains a natural buffer of at least 75 feet from any tidal water, tidal wetlands, freshwater wetlands, natural or altered drainage systems, or other watercourses.
- D. Construct groins, docks, bulkheads, dwellings, roads, or other nonaccessory use structures in or within 150 feet of the boundary of any ~~tidal waters, tidal wetlands,~~ freshwater wetlands, natural or altered drainage systems, or other watercourses, or within 300' of the boundary of any tidal water or tidal wetlands.
- E. Build, create, or install any new cesspool, septic tank, leaching field or other in-ground sewage or other waste disposal or storage system, including any pipe, conduit or other part thereof, or any aboveground or in-ground holding tank for any liquid other than water, upon, under, or within 150 feet of the boundary of ~~any tidal waters, tidal wetlands,~~ freshwater wetlands, natural or altered drainage systems, or other watercourses, or within 300' of the boundary of any tidal water or tidal wetlands.

**§ 107-6. Application for permit.**

- A. All applicants for a permit to do any of the acts regulated or permitted by §§ 107-4 and 107-5 shall present an original and three copies of the permit application, together with other required information, to the office of the Town Conservation Advisory Council. An application fee of \$100 is to be paid to the Town Clerk. All applications and copies thereof must be accompanied by or included the following information: **[Amended 11-8-2006 by L.L. No. 43-2006]**

(7) In the case of an application for a permit to clear native vegetation under section 107-4, the application must contain:

- (a) The location of all existing and proposed buildings, structures, utility lines, sewers, water and storm drains, easements, roads, trails, right-of-way and utilities on the property or within one-hundred fifty (150) feet of the boundary of a freshwater wetland or three hundred (300) feet within a boundary of a tidal wetland.
- (b) The location of all existing and proposed impervious surfaces such as driveways, sidewalks, etc. on the property.
- (c) The location and types of all existing and proposed vegetation and shrub masses, as well as all trees with a diameter of six (6) inches or more within the property. This section should include a detailed description of the clearing

proposed, and diagrams of native vegetation cover on the property before and after the proposed clearing.

- (d) The location of all ecologically sensitive areas, including critical wildlife habitat and a listing of wildlife species that utilize the habitat.
- (e) The locations of bluff line or primary dune crest, if applicable.
- (f) The flood zone designation according to FEMA, if applicable.

D. All applications for building permits, proposed subdivision maps or any development within 150 feet of the boundary of ~~tidal waters, tidal wetlands~~, freshwater wetlands, natural or altered drainage systems, or other watercourses, or within 300' of the boundary of any tidal water or tidal wetlands shall be reviewed by the Town Conservation Advisory Council. The Council shall file its report with the Town Board as provided in § 107-7B.

**§ 107-7. Procedure for issuance of permit; display of permit; inspections.**

A. The Director of ~~the Planning Department~~ shall retain the original permit application for his/her files and distribute one copy each to the Town Board, the Conservation Advisory Council and all other involved agencies.

**§ 107—7.1 Standards for Issuance of Permit to Clear Native Vegetation**

A. The Conservation Advisory Council shall use the following criteria when considering a permit under section 107-7 to clear native vegetation unless the applicant demonstrates that the proposed clearing:

- (1) Will not result in net loss of wetland functions and values; and
- (2) Will not adversely affect the conservation of fish or wildlife or their habitats, or adversely affect recreational fisheries or their habitats; and
- (3) Will not adversely impact protected species or their habitat; and
- (4) Incorporates into the design, alternatives and modifications to avoid or mitigate impacts to native vegetation; and
- (5) Complies fully with the preservation and restoration priorities of Chapter 104 of the Riverhead Town Code.
- (6) Includes all reasonable mitigation measures to ensure that native vegetation and/or its benefits will not be adversely affected.
- (7) Storm water runoff shall not be diverted so as to impact existing or natural altered drainage systems, create flooding, cause erosion or cause the need for additional drainage facilities on other private or public real property.

B. Nothing shall preclude the Town from requiring reasonable measures to avoid, minimize or mitigate adverse impacts to native vegetation created by the proposed use or activity as it deems necessary to implement the intent of this chapter.

TOWN OF RIVERHEAD

Adopted

Resolution #214  
Adopted March 6, 2007

AWARDS BID ON A LEE-BOY 7000 ASPHALT PAVER

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

WHEREAS, the Town Clerk was authorized to advertise for sealed bids on a LEE-BOY 7000 ASPHALT PAVER OR EQUAL for the use of the Riverhead Highway Department, and

WHEREAS, all bids were received and read aloud on the 5<sup>th</sup> of February at 11:00 A.M. at the Town Hall, 200 Howell Avenue, Riverhead, New York the date, time and place given in the Notice to Bidders, and

WHEREAS, one bid was received,

NOW, THEREFORE, BE IT

RESOLVED, that the bid for the LEE-BOY 7000 ASPHALT PAVER be and is hereby awarded to ALL ISLAND EQUIPMENT, 39 Jersey Street, West Babylon, New York 11704 in the amount of \$69,000.00, and

BE IT FURTHER RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to All Island Equipment and the Riverhead Highway Department.

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

March 6, 2007

Adopted

TOWN OF RIVERHEAD

AWARDS BID FOR WORK CLOTHES

RESOLUTION # 215

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

**WHEREAS**, the Town of Riverhead advertised for bids for WORK CLOTHES and

**WHEREAS**, the Town received one bid; and

**NOW, THEREFORE, BE IT RESOLVED**, that the bid for WORK CLOTHES is hereby awarded to East End Uniforms & Workwear, Inc. for the attached prices and;

**BE IT FURTHER, RESOLVED**, that the Town Clerk be and is hereby directed to forward a copy of this resolution to East End Uniforms and Workwear, Inc. and the Purchasing Department.

**THE VOTE**

Dunleavy  Yes  No

Bartunek  Yes  No

Blass  Yes  No

Densieski  Yes  No *abstain*

Cardinale  Yes  No

The Resolution Was  Was Not   
Thereupon Duly Declared Adopted

**PRICES FOR WORK CLOTHES 2007  
EAST END UNIFORMS WORKWEAR**

ITEM #	DESCRIPTION	BID PRICE	OVERSIZE PRICE
Item #1-A	Trousers		
	Poly/Cotton Blend Dickies LP810NV	\$ 14.00	SIZE-44-60
B	LP310NV100% Cotton	\$ 17.00	
	Black, Charcoal, Grey, Navy, Khaki		
Item #2	Dungarees		
	Dickies, Pre-washed C993-TRADITIONAL	\$ 16.00	Sizes 44-50 +20\$, 52-56 +30%
	OR CR393RNB RELAXED FIT		
Item #3	Short Sleeve T-Shirt-#1144624		
	Dickies #4624 - Navy;	\$ 6.00	Sizes 2XL-3XL +20%, 4XL +20%
Item #4	Short Sleeve Polo Shirt		
	Dickies #5521 - Lt. Blue; Med. Blue	\$ 10.00	Sizes 2XL-3XL-4XL +20%
Item #5	Short Sleeve Uniform Shirts		
	Poly/Cotton Blend Dickies LS508	\$ 13.00	
	Lt. Blue		
Item #5-C	Short Sleeve Uniform Shirts 100% Cotton		
	No Bid	N/B	
Item #6	Long Sleeve Uniform Shirts LL-508		
	Poly/Cotton Blend Dickies - Lt. Blue	\$ 15.00	Sizes 2XL-4XL +20%
Item #6-C	Long Sleeve Uniform Shirts-549NV		
	100% cotton Lt. blue or navy	\$ 16.00	Sizes 2XL-4XL +20%
Item #7	Coveralls, Insulated 20 Degrees		
	#2439zwbld (duck) bk(black	\$ 58.00	Sizes 2XL-3XL; 4XL-5XL
Item #8	Long Coat, Insulated 20 Degrees (winter)		
	Dickies 3158BD Duck	\$ 50.00	2XL-3XL;4XL-5XL
	Hood (separate)HD39BD(DUCK)BK(BLACK	\$ 14.00	
Item #9	Jacket, Lined Panel Front (spring)		
	Dickies JT52 NV	\$ 28.00	2XL-3XL-4XL
Item #10	Coveralls, one piece (unlined)		
	100% Cotton 4879NV	\$ 29.00	2XL-4XL +20%
Misc.	Long Sleeve Sweatshirt		
	Poly/Cotton Blend - Navy, Gray	\$ 14.00	2XL-3XL +20%

MARCH 6, 2007

# Adopted

## TOWN OF RIVERHEAD

Resolution # 216

### EXTENDS BID CONTRACT FOR JANITORIAL SUPPLIES

COUNCILMAN BARTUNEK offered the following resolution,

COUNCILMAN DUNLEAVY which was seconded by

WHEREAS, the Purchasing Department has requested the contract with CENTER MORICHES PAPER, be extended until March 8, 2008 and;

WHEREAS, this will be the second extension;

WHEREAS, the above name vendor has agreed to extend the contract until MARCH 8, 2008 for prices as per the attached, and;

WHEREAS, the Town Board has reviewed said request.

NOW THEREFORE BE IT

RESOLVED, that the contract for JANITORIAL SUPPLIES be and hereby is, extended until March 8, 2008;

RESOLVED, the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to Center Moriches Paper and the Purchasing Department.

### THE VOTE

Dunleavy  Yes  No

Bartunek  Yes  No

Blass  Yes  No

Densieski  Yes  No

Cardinale  Yes  No

The Resolution Was  Was Not   
Thereupon Duly Declared Adopted



200 Howell Ave.  
Riverhead, NY 11901  
(631) 727-3200  
email: tague@riverheadli.com

MaryAnn Tague  
Purchasing Agent  
Ext. 271

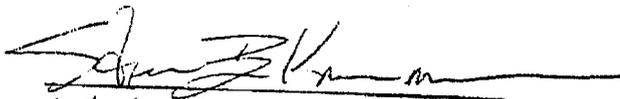
**Bid Extension Notice**

To: Center Moriches Paper  
From: Purchasing Department  
Date: 1/12/07  
Subject: Extension of bid for Janitorial Supplies

This letter is to inform you that our current bid extension for Janitorial Supplies will expire on 3/7/07,

The Town of Riverhead would like to extend this contract for a period of one year until March 7, 2008 and this would be the second extension.

If this extension meets with your approval, please complete the bottom portion of this letter and return it to us immediately.

  
Authorized Signature

STEVEN B. KRONMAN  
Print Name

Center Moriches Paper Co.  
Company Name

1/13/07  
Date

March 6, 2007

Adopted

**TOWN OF RIVERHEAD**

**EXTENDS BID CONTRACT FOR WELL & PUMP EMERGENCY  
SERVICE FOR THE RIVERHEAD WATER DISTRICT**

**RESOLUTION # 217**

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

**WHEREAS**, the Riverhead Water District has requested that the contract with Delta Well & Pump Co., Inc., originally awarded under Resolution #451 adopted May 17, 2005, and extended by Resolution #264 adopted March 21, 2006, be extended until June 18, 2008; and

**WHEREAS**, the above-named vendor has agreed to extend the contract until June 18, 2008, at the original bid amount; and

**WHEREAS**, the Town Board has reviewed said request.

**NOW, THEREFORE, BE IT**

**RESOLVED**, that the bid contract for emergency well and pump service for the Riverhead Water District be and is hereby extended to June 18, 2008; and be it further

**RESOLVED**, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to Delta Well & Pump Co., Inc., 97 Union Avenue, PO Box 1309, Ronkonkoma, New York, 11779, the Riverhead Water District and the Purchasing Department.

**THE VOTE**

Dunleavy Yes  No

Bartunek Yes  No

Blass Yes  No

Densieski Yes  No

Cardinale Yes  No

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



# RWD Riverhead Water District

Gary J. Pendzick, Superintendent  
1035 Pulaski Street, Riverhead, New York 11901  
Phone: 631-727-3205 FAX: 631-369-4608

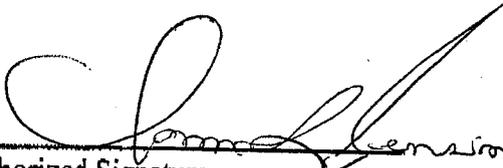
### Bid Extension Notice

To: Delta Well & Pump Co., Inc.  
From: Riverhead Water District  
Date: 2/2/07  
Subject: Extension of Bid Services

This letter is to inform you that our current bid contract with you for well and pump emergency service will expire on June 18, 2007.

The Town of Riverhead would like to extend this contract for a period of one (1) year until June 18, 2008. This will be the second extension.

If this extension meets with your approval, please complete the bottom portion of this letter and return it to us immediately.

  
\_\_\_\_\_  
Authorized Signature

DONNA L. BENSIN, President  
Print Name

DELTA WELL & PUMP CO., INC.  
Company Name

February 2, 2007  
Date

March 6, 2007

TOWN OF RIVERHEAD

**AWARDS BID FOR PROPANE**

RESOLUTION # 218

Councilman Densieski offered the following resolutions, which was seconded by Councilwoman Blass.

**WHEREAS**, the Town of Riverhead advertised for bids for PROPANE and

**WHEREAS**, the Town received one (1) bid; and

**NOW, THEREFORE, BE IT RESOLVED**, that the bid for PROPANE is hereby awarded to PECONIC PROPANE as set forth in the bid, for +/- .32 PER GALLON and;

**BE IT FURTHER RESOLVED**, that the Town Clerk be and is hereby directed to forward a copy of this resolution to PECONIC PROPANE and the Purchasing Department.

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

MARCH 6, 2007

Adopted

TOWN OF RIVERHEAD

AWARDS BID FOR DIESEL FUEL

RESOLUTION #<sup>219</sup>

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

**WHEREAS**, the Town of Riverhead advertised for bids for DIESEL FUEL; and

**WHEREAS**, the Town received one bid; and

**NOW, THEREFORE, BE IT RESOLVED**, that the bid for DIESEL FUEL is hereby awarded to QUOGUE SINCLAIR FUEL INC. for \$.18 PLUS NORTHVILLE TANK CAR RESELLER PRICE PER GALLON and;

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

**THE VOTE**

Dunleavy  Yes  No

Bartunek  Yes  No

Blass  Yes  No

Densieski  Yes  No

Cardinale  Yes  No

The Resolution Was  Was Not   
Thereupon Duly Declared Adopted

March 6, 2007

Adopted

TOWN OF RIVERHEAD

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

RESOLUTION # 220

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

**RESOLVED**, that the Town Clerk be and is hereby authorized to publish and post the attached Notice to Bidders for Water Service Materials; and be it further

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

**THE VOTE**

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

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

**TOWN OF RIVERHEAD  
NOTICE TO BIDDERS**

Sealed bids for the purchase of **WATER SERVICE MATERIALS** for use by the **TOWN OF RIVERHEAD** will be received by the Town Clerk of the Town of Riverhead at Town Hall, 200 Howell Avenue, Riverhead, New York, 11901, until **11:00 a.m. on March 28, 2007.**

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

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

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

All bids are to be submitted in a sealed envelope bearing the designation **BIDS FOR WATER SERVICE MATERIALS – BID #07-36-RWD.**

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF RIVERHEAD

Barbara Grattan, Town Clerk

March 6, 2007

Resolution #221

**Adopted**

AUTHORIZES THE TOWN CLERK TO POST AND PUBLISH A NOTICE TO  
BIDDERS FOR STREET LIGHT AND  
TRAFFIC SIGNAL MAINTENANCE REPAIR PARTS

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

RESOLVED, that the Town Clerk be and is hereby authorized to publish and post the attached Notice to bidders in the March 15, 2007 issue of the official Town newspaper for the purchase of Street Light and Traffic Signal Maintenance Repair Parts; and

BE IT FURTHER RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to Kenneth Testa, P.E., and the Office of Accounting.

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

TOWN OF RIVERHEAD  
NOTICE TO BIDDERS

Sealed proposal for the purchase of Street Light and Traffic Signal Maintenance Repair Parts including energy efficient lighting bulbs, will be received by the Town of Riverhead at the Office of the Town Clerk, Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, 11901 **until 11:00 am on March 30, 2007** at which time they will be publicly opened and read aloud.

Plans and Specifications may be examined and/or obtained on or about March 15, 2007 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](http://www.riverheadli.com) and click on Bid Requests.

Each proposal must be submitted on the form provided in a sealed envelope clearly marked "Street Light and Traffic Signal Maintenance Repair Parts".

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

Dated: March 6, 2007

March 6, 2007

**Adopted**

**TOWN OF RIVERHEAD**

**AUTHORIZES TOWN CLERK TO PUBLISH & POST  
NOTICE TO BIDDERS FOR ANNUAL MAINTENANCE FOR  
DIESELS & GENERATORS FOR THE RIVERHEAD WATER DISTRICT**

**RESOLUTION # 222**

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

**RESOLVED**, that the Town Clerk be and is hereby authorized to publish and post the attached Notice to Bidders for annual maintenance for diesels and generators for the Riverhead Water District; and be it further

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

**THE VOTE**

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

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

**TOWN OF RIVERHEAD  
NOTICE TO BIDDERS**

Sealed bids for the purchase of **ANNUAL DIESEL/GENERATOR MAINTENANCE** for use by the **TOWN OF RIVERHEAD** will be received by the Town Clerk of the Town of Riverhead at Town Hall, 200 Howell Avenue, Riverhead, New York, 11901, until **11:00 a.m. on March 23, 2007.**

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

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

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

All bids are to be submitted in a sealed envelope addressed to: **TOWN CLERK, TOWN OF RIVERHEAD, 200 HOWELL AVENUE, RIVERHEAD, NEW YORK, 11901**, and bear the designation: **BID FOR ANNUAL DIESEL/GENERATOR MAINTENANCE FOR THE RIVERHEAD WATER DISTRICT.**

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF RIVERHEAD

Barbara Grattan, Town Clerk

March 6, 2007

Adopted

TOWN OF RIVERHEAD

AUTHORIZES TOWN CLERK TO PUBLISH & POST  
NOTICE TO BIDDERS FOR CORROSION CONTROL CHEMICAL

RESOLUTION # 223

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

**RESOLVED**, that the Town Clerk be and is hereby authorized to publish and post the  
attached Notice to Bidders for corrosion control chemical; and be it further

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

**THE VOTE**

Dunleavy Yes  No

Bartunek Yes  No

Blass Yes  No

Densieski Yes  No

Cardinale Yes  No

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

**TOWN OF RIVERHEAD  
NOTICE TO BIDDERS**

Sealed bids for the purchase of **CORROSION CONTROL CHEMICAL** for use by the **TOWN OF RIVERHEAD** will be received by the Town Clerk of the Town of Riverhead at Town Hall, 200 Howell Avenue, Riverhead, New York, 11901, until **11:05 a.m. on March 23, 2007**

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](http://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 bearing the designation **BID FOR CORROSION CONTROL CHEMICAL – RIVERHEAD WATER DISTRICT.**

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF RIVERHEAD

Barbara Grattan, Town Clerk

March 6, 2007

# Adoptea

**TOWN OF RIVERHEAD**

**AUTHORIZES TOWN CLERK TO PUBLISH & POST NOTICE TO BIDDERS FOR DRY HYDRATED LIME (CALCIUM HYDROXIDE)**

**RESOLUTION # 224**

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

**RESOLVED**, that the Town Clerk be and is hereby authorized to publish and post the attached Notice to Bidders for dry hydrated lime (calcium hydroxide); and be it further

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

**THE VOTE**

Dunleavy Yes  No

Bartunek Yes  No

Blass Yes  No

Densieski Yes  No

Cardinale Yes  No

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

**TOWN OF RIVERHEAD  
NOTICE TO BIDDERS**

Sealed bids for the purchase of **DRY HYDRATED LIME (CALCIUM HYDROXIDE)** for use by the **TOWN OF RIVERHEAD** will be received by the Town Clerk of the Town of Riverhead at Town Hall, 200 Howell Avenue, Riverhead, New York, 11901, until **11:10 a.m. on March 23, 2007.**

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

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

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

All bids are to be submitted in a sealed envelope bearing the designation **BIDS FOR DRY HYDRATED LIME – RIVERHEAD WATER DISTRICT.**

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF RIVERHEAD

Barbara Grattan, Town Clerk

March 6, 2007

# Adopted

## TOWN OF RIVERHEAD

RESOLUTION # 225

### AWARDS BID FOR CARRIAGE HOUSE HVAC RENOVATIONS

COUNCILMAN DUNLEAVY

offered the following resolution which was

seconded by COUNCILMAN DENSIESKI.

WHEREAS, the Town Clerk was authorized to publish and post a Notice to Bidders for the Carriage House HVAC System Renovations; and

WHEREAS, five (5) bids were received, opened and read aloud on the 9<sup>th</sup> day of February, 2007 at 11:00 am in the Office of the Town Clerk, 200 Howell Avenue, Riverhead, New York.

NOW, THEREFORE, BE IT RESOLVED, that the bid for the Carriage House HVAC System Renovations be and is hereby awarded to Construction Consultants LI, Inc. in the amount of Forty Thousand Dollars & 00/100 (\$40,000); 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 FRTHER RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to Construction Consultants LI, Inc., 36 East Second Street, Riverhead, New York 11901, Christine Fetten, P.E., Pat Snyder, EEAC, Andrea Lohneiss and the Office of Accounting.

#### THE VOTE

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

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

March 6, 2007

**Adopted**

TOWN OF RIVERHEAD

RESOLUTION # 226

AWARDS BID FOR CARRIAGE HOUSE GENERAL CONSTRUCTION RENOVATIONS

Councilman Desnieski offered the following resolution which was seconded by Councilwoman Blass.

WHREAS, the Town Clerk was authorized to publish and post a Notice to bidders for the Carriage House General Construction Renovations; and

WHEREAS, two (2) bids were received, opened and read aloud on the 9<sup>th</sup> day of February, 2007 at 11:05 am in the Office of the Town Clerk, 200 Howell Avenue, Riverhead, New York.

NOW, THEREFORE, BE IT RESOLVED, that the bid for the Carriage House General Construction Renovations be and is hereby awarded to Construction Consultants LI, Inc. in the amount of One Hundred Thirty Four Thousand Dollars & 00/100 (\$134,000); 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 Clerk be and is hereby authorized to forward a certified copy of this resolution to Construction Consultants LI, Inc., 36 East Second Street, Riverhead, New York 11901, Christine Fetten, P.E., Pat Snyder, EEAC, Andrea Lohneiss and the Office of Accounting.

**THE VOTE**

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

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

March 6, 2007

Adopted

TOWN OF RIVERHEAD

RESOLUTION # 227

AWARDS BID FOR CARRIAGE HOUSE PLUMBING RENOVATIONS

Councilwoman Blass offered the following resolution which was seconded by Councilman Bartunek.

WHEREAS, the Town Clerk was authorized to publish and post a notice to bidders for the Carriage House Plumbing Renovations; and

WHEREAS, three (3) bids were received, opened and read aloud on the 9<sup>th</sup> day of February, 2007 at 11:00 am in the Office of the Town Clerk, 200 Howell Avenue, Riverhead, New York.

NOW, THEREFORE, BE IT RESOLVED, that the bid for the Carriage House Plumbing Renovations be and is hereby awarded to Dominion Construction Corporation in the amount of Thirty Seven Thousand Two Hundred Sixty Four & 00/100 (\$37,264.00); 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 Clerk be and is hereby authorized to forward a certified copy of this resolution to Dominion Construction Corp., 42 Miller Road, Farmingdale, New York 11735, Christine Fetten, P.E., Pat Snyder, EEAC, Andrea Lohneiss and the Office of Accounting.

THE VOTE

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

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

3/6/07

Adopted

TOWN OF RIVERHEAD

Resolution # 228

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

COUNCILMAN BARTUNEK offered the following resolution, was seconded by COUNCILMAN DUNLEAVY:

**NOW THEREFORE BE IT RESOLVED**, that the Supervisor is hereby authorized to execute the attached Transportation Assistance Program Agreement; and be it further

**RESOLVED**, that the Town Clerk is hereby directed to forward a certified copy of this resolution to County of Suffolk, Office for the Aging, P.O. Box 6100, Hauppauge, New York, 11788-0099; Judy Doll, Program Director of the Riverhead Senior Center; the Office of Accounting and the Office of the Town Attorney.

THE VOTE

Dunleavy  yes \_\_\_ no Bartunek  yes \_\_\_ no

Blass  yes \_\_\_ no Densieski  yes \_\_\_ no

Cardinale \_\_\_ yes \_\_\_ no

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

## Agreement

This Agreement (**Agreement**) is 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 – 3<sup>rd</sup> 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 make a Transportation Assistance Program available to the **County**, as part of the required supportive services of the IIC Nutrition Program and/or the Supplemental Nutrition Assistance Program, and other such programs for the elderly which require transportation. Sufficient funding exists in the 2006 Suffolk County Operating Budget, pursuant to Resolution No. 1178-2006.

**Term of Agreement:** Shall be April 1, 2006, through March 31, 2007, with two one-year extensions at the County's option.

**Total Cost of Agreement:** Shall not exceed \$ 4,600 for the current contract period.

**Terms and Conditions:** Shall be as set forth in Exhibits A through C attached.

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

### Town of Riverhead

By: \_\_\_\_\_  
Philip Cardinale Date  
Supervisor

Fed. Taxpayer ID #: 11-6001935

**Approved as to Form, Legality:**  
**Town of Riverhead**

By: \_\_\_\_\_  
Dawn Thomas Date  
Town Attorney

**Approved as to Form, Legality:**

**Christine Malafi**  
**Suffolk County Attorney**

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

AG6M (8/06)

### County of Suffolk

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

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

**Approved:**

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

**Recommended:**

By: \_\_\_\_\_  
Anna Prencipe Date  
Food Service Supervisor

## Exhibit A

### 1. Purpose and Program

A. The **Contractor** shall furnish **Aging** with one or more programs for senior citizens of Suffolk County (separately or collectively the "Program"), pursuant to (i) the Title of the Federal Older Americans Act (42 U.S.C.A. §3030e et seq.) indicated on the cover page of this Agreement and the applicable rules and regulations of the Administration on Aging, United States Department of Health and Human Services and/or (ii) the New York State Program indicated on the cover page of this Agreement, in accordance with the provisions contained in this Exhibit A and in the following additional Exhibits, which are attached to and made part of this Agreement.

Exhibit A1	Standard Contract Clauses
Exhibit A2	Standard Budget Clauses
Exhibit B	Program Specifications
Exhibit C	Budget

B. The provisions of this Exhibit A shall prevail over inconsistent provisions of any other Exhibit, and the provisions of Exhibits A, A1, and A2 shall prevail over any other document not specifically referred to in this Agreement or made part thereof by this Exhibit A or by subsequent amendment in writing and signed by both parties except to the extent that provisions of this Exhibit A, Exhibit A1 or A2 are specifically referred to and amended, superseded or deleted by such other Exhibit or amendment.

### 2. Reports

The **Contractor** shall submit reports as reasonably requested by the **County**, including without limitation, any reports required by Exhibit B.

### 3. Limit Of County's Obligations

The maximum amount to be paid by the **County** as set forth on the cover page of this Agreement or any amendment thereof shall constitute the full obligation of the **County** in connection with this Agreement and any matter arising therefrom for the contract year to which such cover page relates.

### 4. Extension of Term

The services of the **Contractor** under this Agreement shall be subject to review by **Aging** not less often than annually. If **Aging**, in its sole discretion, is satisfied with the **Contractor's** services, **Aging** shall notify the **Contractor** in writing on or before the expiration of the term (as the same may have been extended), and the parties shall negotiate an Extension Agreement, which shall take effect for the extension period specified therein, but in no event beyond the limits as set forth on the cover page of the Agreement, upon signature on behalf of the **County**. Such Extension Agreement shall include the Total Cost of Agreement for the Extension Period and such other modifications of the Agreement as may be agreed upon between the parties.

**5. Termination In Case of Bid Request, RFP or RFQ**

Notwithstanding anything otherwise provided in paragraph 4 above, **Aging** may elect not to extend the term of this Agreement, or may terminate this Agreement as provided in the paragraph headed "Termination" of Exhibit A1, if in the **County's** sole discretion, it issues a request for bids, requests for proposals or request for qualifications for the services described in this Agreement and the **Contractor's** response thereto does not result in a contract award to the **Contractor**.

**6. Non-Responsible Bidder**

The **Contractor** represents and warrants that it has read and is familiar with the provisions of Suffolk County Code §§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."

- End of Text of Exhibit A -

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## Exhibit A1 - Standard Contract Clauses

### 1. Contractor Responsibilities

#### (a) Services

The **Contractor** shall perform such services as may be necessary to accomplish the work required to be performed under and in accordance with this Agreement, as more particularly provided in Exhibits A and B, in a skillful manner and to the best of its ability.

#### (b) Qualifications and Licenses

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), registration(s), license(s), certificate(s) or permit(s) required by State, **County** or local authorities for the Services (hereinafter called "License"). The **Contractor** shall immediately notify **Aging** in writing of any disciplinary proceedings against the holder of any License by the New York State Department of Education or the New York State Department of Health or other issuer of a License. In the event that the **Contractor** or such other holder of a License is no longer licensed for any one or more of the Services, the **Contractor** must immediately so notify **Aging**. It is understood that the **Contractor** shall not be reimbursed for any Services rendered after the effective date of termination of such License. The remainder of this Agreement, or its application to persons or circumstances other than those as to which said License has been terminated, shall not be affected thereby, and every other term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

#### (c) County Review

It is agreed that the nature and extent of the services provided pursuant to this Agreement shall be subject to the general supervision of **AGING** and that **Aging**, through its duly authorized representatives, has the right to monitor and evaluate the program. **Aging** shall be the sole arbiter as to what constitutes acceptable performance under this Agreement.

#### (d) Compliance with Law

The **Contractor** shall comply with all applicable local, County, State and Federal laws, rules and regulations, including without limitation the rules and regulations of the New York State Office for the Aging, Suffolk County local preference and other applicable Suffolk County local laws and resolutions of the Suffolk County Legislature and the rules, regulations, criteria, and guidelines for expenditure controls heretofore adopted or to be adopted by the County, New York State and the Federal government pursuant to law.

### 2. 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.

### 3. Term of Agreement

This Agreement shall cover the period provided on the first page thereof, unless sooner terminated as otherwise provided in this Agreement.

#### 4. Payment for Services

##### (a) Claims

- (i) The **Contractor** shall prepare and present claim forms supplied by the **County** (standard Suffolk County Payment Voucher and any other form(s) required by **Aging** or the Department of Audit and Control) within eight (8) days after the close of the month in which the expenditure was made, except the claim for the last month of the initial Term of Agreement and of each succeeding Extension Period, if any, for which the claim shall be submitted as provided in paragraph B below.
- (ii) All claim forms must be signed in ink by duly authorized persons, and certification of such authorization with certified specimen signatures thereon must be filed with **Aging** by a **Contractor** official empowered to sign this Agreement.
- (iii) Monthly vouchers shall be submitted directly to the Suffolk County Office for the Aging at H. Lee Dennison Building, 100 Veterans Memorial Highway, P. O. Box 6100, Hauppauge, New York 11788-0099.
- (iv) No claims shall be payable until the **Contractor** complies with all requirements in this Agreement that should have been complied with on or before submission of such claims and also submits evaluative and such other data in the manner and form as shall be required and accepted by **Aging**, the **County**, State or Federal Government.
- (v) The amount of the Total Cost of the Agreement to be paid by the **County** as set forth on the cover page of this Agreement or of any extension or amendment thereof shall constitute the full obligation of the **County** in connection with this Agreement for the period there indicated.

##### (b) Final Request for Payment

A final claim for payment shall be submitted no later than thirty (30) days after the end of the initial Term of Agreement and of each succeeding Extension Period, if any, unless otherwise directed by **Aging**.

##### (c) Payment of Claims

The **County** agrees to pay the **Contractor** monthly for services provided and costs incurred pursuant to this Agreement up to the maximum agreed amount as provided in paragraph 3(a)(5) above, upon receipt of monthly claims in such form as prescribed by the **County** and after audit and approval by the **County**. Claims shall be documented by sufficient, competent and evidential matter. Payment by the **County** shall be made within thirty (30) days after approval by the Comptroller of the County of Suffolk.

##### (d) Taxes

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

##### (e) Agreement Subject to Appropriation of Funds

This Agreement is subject to the amount of funds appropriated and any subsequent modifications thereof by the Suffolk County Legislature, and no liability shall be incurred by the **County** under this Agreement beyond the amount of funds appropriated by the Legislature for the program covered by this Agreement.

(f) **Payments Contingent upon State/Federal Funding**

Payments under this Agreement are subject to and contingent upon continued funding by the State and/or Federal Government(s). If, for any reason, the full amount of such funding is not made available to the **County**, this Agreement may be terminated in whole or in part, or the amount payable to the **Contractor** may be reduced, at the discretion of **Aging**, provided that any such termination or reduction shall not apply to allowable costs incurred by the **Contractor** prior to such termination or reduction to the extent that funds are available to **Aging** for payment of such costs.

(g) **Payments Contingent upon Receipt of State/Federal Aid**

If any State or Federal government department or agency funding this Agreement in whole or in part should fail to approve aid in reimbursement to the **County** for payments made hereunder by the **County** to the **Contractor** for expenditures made during the term of this Agreement because of any act, omission or negligence on the part of the **Contractor**, then the **County** may deduct and withhold from any payment due to the **Contractor** an amount equal to the reimbursement denied by such department or agency, and the **County's** obligation shall be reduced by any such amounts. In such an event, if there should be a balance due to the **County** after it has made a final payment to the **Contractor**, the **Contractor** agrees promptly to reimburse the **County** the amount of the balance due the **County** by check to the order of the Suffolk County Treasurer. The provisions of this subparagraph shall survive the expiration or termination of the Agreement.

(h) **Other Governmental Funding**

If the program of the **Contractor** which is the subject of this Agreement is funded in whole or in part by contracts with other governmental agencies, it is agreed that the funds of the **County** under this Agreement shall be refunded to the **County** to the extent that the local funding from all such sources exceeds the total expenditures of the **Contractor** for the program.

(i) **Post-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 **Aging** 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 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.

(j) **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.

## 5. Accounting Procedures

(a) The **Contractor** shall maintain separate records of account concerning all costs incurred by the **Contractor** in the performance of this Agreement and all income relating to the program funded under this Agreement and consents to audit and inspection by the **County**, New York State and the Federal Government of all facilities, books and other financial and statistical data, whether related to this Agreement or otherwise (in the case of towns or other municipal corporations, only as they relate to this Agreement). Such records shall be maintained for a period of seven (7) years from the date of termination or expiration of this Agreement. Specific records shall be kept as to the hours of all personnel.

(b) The **Contractor** shall comply, for the program funded under this Agreement, with the "Regulations for Accounting Procedures for Contract Agencies," promulgated by the Department of Audit and Control of Suffolk County, and any amendments during the Term of this 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 **Contractor** fiscal year in which the **Contractor** has received, or will receive, \$300,000 or more from the **County**, whether under this Agreement or otherwise, and shall submit a report on the overall financial condition and operations of the **Contractor**, including a balance sheet and statement of income and expenses, attested by the Auditor as fairly and accurately reflecting the accounting records of the **Contractor** in accordance with generally accepted accounting principles. The **Contractor** is encouraged to solicit requests for proposals (RFPs) from a number of qualified accounting firms and to review carefully the costs of, and qualifications for, this type of work before selecting the Auditor.

- (b) The Auditor should be required to meet the following minimum requirements:
- (i) a current license issued by the New York State Education Department;
  - (ii) sufficient auditing experience in the nonprofit, governmental or profit-making areas, as applicable; and
  - (iii) a satisfactory peer review issued within not more than three years prior to the date when the Auditor was selected to conduct the audit.

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

(d) Furthermore, if the **Contractor** is a non-profit organization or unit of local government and expends \$500,000 or more of Federal monies, whether as a recipient expending awards received directly from Federal awarding agencies, or as a subrecipient expending Federal awards received from a pass-through entity, such as New York State or Suffolk County, during any fiscal period within which it receives funding under this Agreement ("fiscal year"), the audit must be conducted, and the audit report ("Single Audit Report") must be, in accordance with OMB Circular No. A-133 (revised June 27, 2003). Single Audit Reports must also be submitted to the designated

clearinghouse, cognizant agency and/or pass-through entity, to the extent required by the OML 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 **Aging** and to the Executive Director of Auditing Services, Suffolk County Department of Audit and Control, H. Lee Dennison Building, 100 Veterans Memorial Highway, P. O. Box 6100, Hauppauge, New York 11788-0099, as soon as possible after the end of the **Contractor's** fiscal year. The statement 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 **Aging** 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 **Aging** 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.

(h) All payments made under this Agreement are subject to audit by the Suffolk County Comptroller pursuant to Article V of the Suffolk County Charter. 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.

(i) The provisions of the foregoing subparagraphs (a) through (h) shall survive the expiration or termination of the Agreement.

## **7. Addresses for Notices, Claims and Reports**

### **(a) Notices, Relating to Payments, Reports or Other Submissions.**

Any communication, notice, claim for payment, report, 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 Aging:**

***By Registered or Certified Mail in Postpaid Envelope or  
by Nationally Recognized Courier Service***

Holly S. Rhodes-Teague, Director  
Suffolk County Office for the Aging  
H. Lee Dennison Building

100 Veterans Memorial Highway  
P.O. Box 6100  
Hauppauge, New York 11788-0099

and

**For the Contractor:**

***By Registered or Certified Mail in Postpaid Envelope or  
by Nationally Recognized Courier Service***

Dawn Thomas, Riverhead Town Attorney  
Riverhead Department of Law  
Town of Riverhead  
200 Howell Avenue  
Riverhead, New York 11901

and

Judy Doll, Senior Citizen Program Director  
Town of Riverhead  
60 Shadetree Lane  
Riverhead, New York 11901

**(b) Notices Relating to Insurance**

Any communication, notice or other submission regarding insurance requirements under 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 addresses that may be specified in writing by the parties and must be delivered as follows:

**For Aging:**

***By Registered or Certified Mail in Postpaid Envelope or  
by Nationally Recognized Courier Service***

Holly S. Rhodes-Teague, Director  
Suffolk County Office for the Aging  
H. Lee Dennison Building  
100 Veterans Memorial Highway  
P.O. Box 6100  
Hauppauge, New York 11788-0099

and

Christine Malafi, County Attorney  
Suffolk County Department of Law  
H. Lee Dennison Building  
100 Veterans Memorial Highway  
P.O. Box 6100  
Hauppauge, New York 11788-0099

and

**For the Contractor:**

***By Registered or Certified Mail in Postpaid Envelope or  
by Nationally Recognized Courier Service***

Dawn Thomas, Riverhead Town Attorney  
Riverhead Department of Law  
Town of Riverhead  
200 Howell Avenue  
Riverhead, New York 11901

and

Judy Doll, Senior Citizen Program Director  
Town of Riverhead  
60 Shadetree Lane  
Riverhead, New York 11901

(c) **Notices Relating to Indemnification and Termination**

Any communication or notice regarding indemnification or 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 Registered or Certified Mail in Postpaid Envelope or  
by Nationally Recognized Courier Service***

Holly S. Rhodes-Teague, Director  
Suffolk County Office for the Aging  
H. Lee Dennison Building  
100 Veterans Memorial Highway  
P.O. Box 6100  
Hauppauge, New York 11788-0099

and

Christine Malafi, County Attorney  
Suffolk County Department of Law  
H. Lee Dennison Building  
100 Veterans Memorial Highway  
P.O. Box 6100  
Hauppauge, New York 11788-0099

and

**For the Contractor:**

***By Registered or Certified Mail in Postpaid Envelope or  
by Nationally Recognized Courier Service***

Dawn Thomas, Riverhead Town Attorney  
Riverhead Department of Law  
Town of Riverhead  
200 Howell Avenue  
Riverhead, New York 11901

and

Judy Doll, Senior Citizen Program Director  
Town of Riverhead

60 Shadetree Lane  
Riverhead, New York 11901

Notices sent under paragraphs a, b, and, c above shall be deemed to have been duly given (i) if mailed by registered or certified mail, 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.

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).

**(d) Notices Relating to Litigation**

i. Any notice by either party to the other with respect to the commencement of any lawsuit or legal proceeding against the other, shall be effected pursuant to and governed by the New York State Civil Practice Law and Rules or the Federal Rules of Civil Procedure, as applicable.

ii. 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 forward to the County Attorney, at the addresses set forth in sub-paragraph b above, copies of all papers filed by or against the **Contractor**. Notices shall be as provided in paragraph (c) above.

**8. 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 funding organizations.

**9. Offset of Arrears or Default**

The **Contractor** warrants that it is not, and shall not be during the term of this Agreement, in arrears to the **County** for taxes or upon debt or contract and is not, and shall not be during the term of this Agreement, in default as surety, contractor or otherwise on any obligation to the **County**, and the **Contractor** agrees that the **County** may withhold the amount of any such arrearage or default from amounts payable to the **Contractor** under this Agreement.

**10. Confidentiality of Records**

(a) The **Contractor** expressly agrees to preserve the confidentiality of all data and information shared, received, collected, or obtained as a result of this Agreement. No disclosure, redisclosure or release of such data or information is to be made, permitted, or encouraged by the **Contractor** or its officers or employees, except as expressly authorized by law. It is further understood and agreed that no such data or information is to be used for personal benefit. The **Contractor** further agrees that its employees shall be specifically instructed in regard to their obligation to keep such data and information in confidence and their liability upon breach of confidentiality to all the penalties prescribed by law.

(b) The **Contractor** further agrees to implement such procedures for safeguarding information as the Department shall require. The **Contractor** further agrees to indemnify and hold the **County** and **Aging** harmless against any loss, damage, cost or expense arising out of any

suit, claim or demand which may be brought or made against the **County** or **Aging** by reason of breach of these provisions.

(c) In addition, the **Contractor** agrees to maintain the confidentiality of all information in conformity with the provisions of applicable local, State and Federal laws and regulations.

### **11. Independent Contractor**

The relationship of the **Contractor** to the **County** shall be that of an independent contractor. The **Contractor**, in accordance with its status as an independent contractor, covenants and agrees that neither the **Contractor** nor any of its officers, directors or employees will hold itself or themselves out as, or claim to be, an officer or employee of the **County** by reason of this Agreement, and that neither it nor any of them will, by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the **County**, including, but not limited to, Workers' Compensation coverage, unemployment insurance benefits, Social Security coverage, or retirement membership or credits.

### **12. Certificate of Incorporation**

The **Contractor** (if not a town or other municipal corporation) shall furnish **Aging** with certified copies of its Certificate of Incorporation and by-laws, including any amendments thereto, at the time it signs this Agreement, to the extent not already on file with **Aging**, and any amendments thereto during the term of this Agreement promptly upon their adoption, and a list of the board members governing the **Contractor** from time to time. The **Contractor** shall not dissolve any existing corporation or establish any new corporation with the responsibility for the operation of the program without the prior written approval of **Aging**.

### **13. Insurance and Indemnification**

(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. 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 will 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 (\$100,000.00) for property damage per occurrence.
- iii. WORKER'S COMPENSATION and EMPLOYER'S LIABILITY insurance in compliance with all applicable New York State laws and regulations and DISABILITY BENEFITS insurance, if required by law. Contractor shall furnish to the County, prior to its execution of this Agreement, the documentation required by the State of New York Workers' Compensation Board of coverage or exemption from coverage pursuant to §§57 and 220 of the Workers' Com-

pensation Law. In accordance with General Municipal Law §108, this Agreement shall be void and of no effect unless the Contractor shall provide and maintain coverage during the term of this Agreement for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

iv. PROFESSIONAL LIABILITY insurance in an amount not less than Two Million Dollars (\$2,000,000.00) on either a per occurrence or claims made coverage basis.

(b) All policies providing such coverage shall be issued by insurance companies with an A.M. Best rating of A- or better.

(c) The **Contractor** shall furnish to the **County** Declaration Pages for each such policy of insurance and upon request, a true and certified original copy of each such policy, evidencing compliance with the aforesaid insurance requirements. In the case of commercial general liability insurance, the County of Suffolk shall be named as an additional insured and the **Contractor** shall furnish a Declaration Page and endorsement page evidencing the **County's** status as an additional insured on said policy.

(d) All such Declaration Pages, certificates and other evidence of insurance shall provide for the County of Suffolk to be notified in writing thirty (30) days prior to any cancellation, non-renewal or material change in said policies. Such Declaration Pages, certificates, policies and other evidence of insurance and notices shall be mailed to the Department at its address set forth 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 Pages or certificates of insurance or to maintain any insurance required by this Agreement, the **County** may, but shall not be required to, obtain such policies and deduct the cost thereof from payments due to 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.

(g) 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 connections 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.

#### 14. Incident Reporting

The **Contractor** agrees to provide **Aging** with reports of all instances of claims, costs, damages, and injuries to persons or property of whatsoever kind arising out of services provided under this Agreement. All such notifications should be given to **Aging** immediately after the incident, if pos-

sible, but in no case longer than five (5) days after the incident. The **Contractor** further agrees to send **Aging** copies of all "notices of claim" relating to the program covered in this Agreement.

## 15. Nondiscrimination in Employment

- (a) The **Contractor** agrees in connection with the performance of this Agreement as follows:
- (i) The **Contractor** shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, sexual preference, age, disability, military status or marital status, and will undertake or continue existing programs of affirmative action to ensure that women and minority group members are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
  - (ii) The **Contractor** shall require each employment agency, labor union or authorized representative of workers, with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, sexual preference, age, disability, military status or marital status and that such union or representative will affirmatively cooperate in the implementation of the **Contractor's** obligations herein.
  - (iii) The **Contractor** shall state, in all solicitations or advertisements for employees, that, in the performance of this Agreement, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, sexual preference, age, disability, military status or marital status.

## 16. Nondiscrimination in Services

- (a) Furthermore, the **Contractor**, in providing services under this Agreement, shall not, on the grounds of race, creed, color, national origin, sex, sexual preference, age, disability or marital status:
- (i) Deny an individual any services or other benefits provided under the program;
  - (ii) Provide any services or other benefits to an individual which are different, or are provided in a different manner, from those provided to others under the program;
  - (iii) Subject an individual to segregation or separate treatment in any matter related to his/her receipt of any services or other benefits provided under the program;
  - (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 under the program;
  - (v) Treat an individual differently from others in determining whether or not the individual satisfies any eligibility or other requirements or conditions which individuals must meet in order to receive any aid, care, services, or other benefits provided under the program.
- (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, national origin, sex, sexual preference, age, disability or marital status or have the effect of defeating or substantially impairing

accomplishment of the objectives of the program in respect to individuals of a particular race, creed, national origin, sex, sexual preference, age, disability or marital status, in determining:

- (i) The types of services or other benefits to be provided under the program, or
- (ii) The class of individuals to whom, or the situations in which, such services or other benefits will be provided under the program, or
- (iii) The class of individuals to be afforded an opportunity to participate in the program.

(c) The **Contractor** also agrees to observe all applicable Federal Regulations contained in 45 CFR, Part 84 and Part 85 entitled "Non-Discrimination on the Basis of Handicap in Program Activities Receiving or Benefiting from Federal Financial Assistance."

(d) The **Contractor** agrees to comply with the requirements of the Civil Rights Act of 1964.

(e) In addition (unless otherwise indicated, or not applicable to the Program described, in Exhibit B), pursuant to § 306(a)(5)(A)(ii) of the Older Americans Act, as added by P. L. 100-175, 42 U.S.C.A. § 3026(a)(5)(A)(ii), the **Contractor** shall

- (i) specify how the **Contractor** intends to satisfy the service needs of low-income minority individuals in the area served by the **Contractor**; and
- (ii) attempt to provide services to low-income minority individuals in at least the same proportion as the population of low-income minority older individuals bears to the population of older individuals of the area served by the **Contractor**.

## 17. Nonsectarian/Nonpartisan Declaration

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

## 18. Suffolk County Living Wage Law

The Contractor represents and warrants that it has read and is familiar with the requirements of Section 6 of Chapter 347 of the Suffolk County Code, the Living Wage Law.

## 19. Child Sexual Abuse Reporting Policy

The Contractor has read and agrees to comply with Chapter 577, Article IV, of the Suffolk County Code, entitled "Child Sexual Abuse Reporting Policy" as now in effect or amended hereafter or of any other Suffolk County Local Law that may become applicable during the term of this Agreement with regard to child sexual abuse reporting policy. Suffolk County Local Laws, Rules and Regulations can be found on the Suffolk County web site at [www.co.suffolk.ny.us](http://www.co.suffolk.ny.us) Click on "Laws of Suffolk County" under "Suffolk County Links".

## 20. Certification

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

## 21. Civil Actions

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

## 22. Prohibition Against Contracting with Corporations that Reincorporate Overseas

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

## 23. Local Law No. 26-2003

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

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

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.

## 24. Gratuities

The **Contractor** represents and warrants that it has not offered or given any gratuity to any official, employee or agent of Suffolk County or New York State or of any political party, with the purpose or intent of securing an agreement or securing favorable treatment with respect to the awarding or amending of an agreement or the making of any determinations with respect to the performance of any agreement, and that the signer of this Agreement has read and is familiar with the provisions of Chapter 386 of the Suffolk County Code (Suffolk County Local Law No. 32-1980). Suffolk County Local Laws, Rules and Regulations can be found on the Suffolk County web site at [www.co.suffolk.ny.us](http://www.co.suffolk.ny.us) Click on "Laws of Suffolk County" under "Suffolk County Links".

## 25. Public Disclosure

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 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. (Such filing is not required if the **Contractor** is a not-for-profit corporation.)

## 26. Work Experience Participation

If the **Contractor** is a nonprofit 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 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 **Contractor** may withhold payment, terminate this Agreement or exercise such other remedies as may be appropriate in the circumstances.

## 27. Publications, Copyrights and Patents

(a) The **Contractor** shall not issue or publish any book, article, announcement, report or other publication relating to the subject program without prior written permission from the **County**. Any such publication shall bear a statement acknowledging the cooperation and/or funding by the County of Suffolk – Steve Levy, County Executive.

(b) 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.

(c) 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**,  
alty-free, nonexclusive license to produce or otherwise use any item so discovered or patented.

## **28. Qualifications of Personnel**

The **Contractor** agrees that it will provide the **County** with relevant policies regarding the personnel qualifications for professional employees and that these policies shall be subject to approval by **Aging**.

## **29. Certification Regarding Lobbying**

Together with this Agreement and as a condition precedent to its execution by the **County**, the **Contractor** shall have executed and delivered to **Aging** the Certification Regarding Lobbying (if payment under this Agreement may exceed \$100,000 – SEE FORM ATTACHED) required by 31 U.S.C. Section 1352 and regulations thereunder, shall promptly advise the **County** of any material change in any of the information reported on such Certification and shall otherwise comply with, and shall assist the **County** in complying with, said regulations as now in effect or as amended during the Term of this Agreement.

## **30. Cooperation on Claims**

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

## **31. 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 this Agreement, or assign all or any portion of the monies that may be due or become due thereunder, 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 **Aging**. Such subcontracts shall be subject to all of the provisions of this Agreement and to such other conditions and provisions as **Aging** 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 **Aging** 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.

## **32. Termination**

(a) If the **Contractor** fails to fulfill in a timely and proper manner its obligations under this Agreement, or 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**.

(b) If the **County** shall deem it in its best interest to terminate this Agreement in whole or with respect to any identifiable part of the program, it shall have the right to do so by giving not less than thirty (30) days' prior written notice to the **Contractor**.

(c) The **Contractor** may terminate this Agreement by giving not less than sixty (60) days' prior written notice (or thirty (30) days' prior written notice if substantial breach of contract is involved) to the Director of **Aging**, specifying the reasons for termination and the effective date of termination.

(d) The **County** shall be released from any and all responsibilities and obligations arising from the Program covered 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.

(e) Notice of termination must be in writing, signed by an authorized official, and sent to the other party by certified mail, or by messenger, and receipt shall be requested. Notice of termination shall be deemed delivered as of the date of its posting by certified mail or at the time it is delivered to the other party by messenger.

### **33. Force Majeure**

Neither party shall be held responsible for any delay or failure in performance hereunder to the extent such delay or failure is caused by fire, flood, explosion, war, strike, embargo, civil or military authority, act of God, act or omission of carriers, power failure or similar causes beyond its control ("force majeure conditions"). If any force majeure condition occurs, the party delayed or unable to perform shall give immediate notice to the other party.

### **34. Severability; No Implied Waiver**

(a) It is expressly agreed that if any term or provision of this Agreement, or the application thereof to any person or circumstance, shall, to any extent, be held invalid or unenforceable, 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.

(b) 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.

### **35. 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, and that no modification of this Agreement shall be valid unless written and executed by both parties.

— End of Text of Exhibit A1 —

## Exhibit A2 - Standard Budget Clauses

### 1. Payment For Services

#### (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; Expenditure Limitations

The attached budget, designated Exhibit C, and any subsequent, amended or modified budget, all of which are hereby made part of this Agreement and each of which is herein referred to as the "Budget", lists and shall list all personnel and all other costs of services to be rendered by the **Contractor** under this Agreement, less revenue and other offsets, if any, for the period of time to which it relates (the "Budget Period"), and the net amount of each Budget shall not exceed the applicable Total Cost of Agreement specified on the cover page of this Agreement or on the cover page of the applicable amendment/extension agreement, representing the total net operating cost to the **County** of the Program for the Budget Period. Any changes in the total Budget amount shall require an amendment to this Agreement signed by the parties. Other Budget changes require a written request in advance by the **Contractor to Aging** on forms prescribed by the **County** and after receipt by the Contractor of signed approval on said forms by the Director of **Aging** or her designee and by the **County's** Budget Office. The **Contractor** agrees that its expenditures shall conform to applicable provisions of the State and Local Finance Laws and customary prevailing governmental practices and standards.

#### (c) Claims

In consideration of the **Contractor's** compliance with all of the requirements of this Agreement that should have been performed by it at the time of claim submission, the **County** shall pay the **Contractor** a sum not to exceed the Total Cost of Agreement on the cover page of this Agreement, to be paid in accordance with the Budget upon presentation by the **Contractor** of monthly claims, accompanied by appropriate reports and documentation providing acceptable evidence in support of said services and costs, in such form as prescribed by the **County** and after audit and approval by the **County**. Payments by the **County** for **Contractor** expenditures shall be made only for services actually performed and for reimbursements only of actual cash expenditures made prior to the date of claim submission. No claims shall be payable until the **Contractor** complies with all requirements in this Agreement that should have been complied with on or before submission of such claims. All claims and forms must be signed in ink by duly authorized persons, and certification of such authorization with certified specimen signatures thereon must be filed with **Aging** by a **Contractor** official empowered to sign this Agreement.

#### (d) Advance Payment Schedule

Notwithstanding the foregoing provisions, if a payment schedule is annexed to the Budget, an amount equal to two-twelfths (2/12ths) of the Total Cost of the Agreement for the Budget Period shall be advanced to the **Contractor** for guarantees of availability of services and as consideration. Unless the payment schedule provides otherwise, one-twelfth (1/12th) of the advance shall be recouped by deduction from the approved amount of actual expenses for each month of the Budget Period, as more particularly provided in the payment schedule and, with regard to the last month of the Budget Period, in the subparagraphs below headed, "Final Voucher".

(e) **Final Voucher**

Upon termination or expiration of this Agreement, or prior to the payment of reimbursement for actual expenses of the last month of the Budget Period, or prior to any payment for a subsequent Budget Period or under a subsequent agreement between the parties, a determination shall be made of the total amount of the payments (initial advance plus reimbursements, net of recoupments of advance) made during the Budget Period and the total amount of the allowable expenditures (net of program income or other deductions) incurred during the same Budget Period. The determination shall result in one of the following:

- (i) If the **Contractor's** total net expenses are greater than the total amount of the payments made during the Budget Period, the claim form will be processed for the balance due the **Contractor**.
- (ii) If the **Contractor's** total net expenses are less than the total amount of the payments made during the Budget Period, the **Contractor** shall prepare a check payable to the order of the Suffolk County Treasurer for the difference between the two amounts and promptly deliver such check to the **County** with a claim form (standard Suffolk County Payment Voucher) describing the repayment.

(f) **Level of Service**

The **Contractor** agrees that where a minimum level of service is not provided as set forth in Exhibit B, **Aging** may require the reduction of **Contractor** staff and costs or terminate this Agreement after giving notice in accordance with the provisions headed, "Termination", of Exhibit A1.

(g) **Payments Not To Exceed 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 herein an amount less than agreed, the total **County** payment herein shall be reduced to the amount of approved actual **Contractor** expenditures made for such purposes, and that the total amount to be paid by the **County** during the contract term shall not exceed approved actual net expenditures or the Total Cost of the Agreement on the cover page and in the Budget, whichever is less.

(h) **Salaries**

Salary reimbursement shall be **exclusive of** and **separate from** employee share of withholding taxes. Withholding taxes are reimbursable only upon proof of deposit or payment to the Federal State governments.

(i) **Actual Fringe Benefit Costs**

Fringe benefits claims should be based on actual costs. However if the **Contractor** pays some or all fringe benefits on a quarterly, semiannual or annual or basis, it may make monthly claims for such fringe benefits based on an estimated percentage of each eligible individual's salary, except that the claim submitted for the last month of each Budget Period must include an adjustment for fringe benefit expense changing it from estimated to actual cost, or the **Contractor** may include such adjustment in its supplementary claim submitted not more than fifty (50) days after the end of the Budget Period. If such adjustment is not submitted with the claim for the last month of the Budget Period, **Aging** may place such claim in reserve pending receipt and audit of the fringe benefit adjustment claim. The **County** may recoup any overpayment from any subse-

quent claim, or the **Contractor** shall promptly repay to the **County** any overpayment on demand. Furthermore, the **Contractor** agrees that all payments received by the **Contractor** for all items, including employee benefits, under this Agreement, are subject to adjustment as finally determined by post-audit, as more particularly provided in the paragraph below headed, "Financial Statements and Audit Requirements", and that no indirect or overhead charges or any interest costs are to be included, unless specifically included in the Budget.

(j) **Travel Costs**

The **Contractor** agrees that reimbursement for travel and conference costs will not exceed amounts allowed **County** employees.

(k) **Contractors Staff**

The **County** shall have the right to prior approval of the filling of any position now vacant or hereafter becoming vacant and may, in the exercise of that right, promulgate reasonable regulations involving position control which shall, when promulgated, be deemed to be incorporated by reference in and be made part of this Agreement. Paragraph 7 of this Exhibit A2 establishes the current procedure for approval of such staff and may be modified in the event of notification under a **County** budget deficiency plan as provided below.

(l) **Salary Increases**

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

(m) **Budget Deficiency Plan**

The **County** has imposed and may impose a budget deficiency plan(s). Upon written notification from **Aging**, the **Contractor** shall comply with the same restrictions as are imposed upon **Aging**, 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.

## 2. **Personnel Salaries, Pension and Employee Benefit Plans, Rules and Procedures**

Whenever requested by **Aging** or the Department of Audit and Control, the **Contractor** shall submit to **Aging** a certified copy of its current salary scale for all positions listed in the Budget, a copy of its personnel rules and procedures and any subsequent modifications thereof, a copy of its pension plan and any other employee benefit plans or arrangements, and any amendments thereto, for review and approval, and such additional financial information in connection therewith, as may reasonably be requested by **Aging** or the Department of Audit and Control. The **Contractor** shall not be entitled to reimbursement for costs under any such plans or arrangements that are unreasonable in the opinion of the Suffolk County Comptroller when compared to current market costs for similar plans or arrangements between unrelated parties. In the case of any such plan or arrangement that is self-funded by the **Contractor** directly or by payments to a related entity, upon request by **Aging** or the Department of Audit and Control, the **Contractor** shall submit a reconciliation of the total amount claimed for reimbursement of payments under such plan or arrangement with actual costs incurred, and any auditable administrative or claims processing expenses, by the **Contractor** or related entity on behalf of the **Contractor** and its employees.

### 3. Financial Statements and Audit Requirements

(a) Notwithstanding any other reporting or certification requirements of Federal, State or local authorities, the **Contractor** shall obtain the services of an independent licensed public accountant or certified public accountant (the "Auditor") to audit its financial statements for each **Contractor** fiscal year in which the **Contractor** has received, or will receive, \$500,000 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 24, 1997). 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 **Aging** and to Elizabeth Tesoriero, 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 **Aging** and to Ms. Tesoriero 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 **Aging** 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.

(h) All payments made under this Agreement are subject to audit by the Suffolk County Comptroller pursuant to Article V of the Suffolk County Charter. 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.

(i) The provisions of this paragraph shall survive the expiration or termination of the Agreement.

#### 4. Furniture, Fixtures, Equipment, etc.

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

Prior to placing any order to purchase, rent or lease any furniture, fixtures, or equipment, (i) valued in excess of five hundred dollars (\$500.00) 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** is required before the **Contractor** may proceed with the proposed purchase, rental, or lease of furniture, fixtures, or equipment. All items purchased will 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 ter-

mination 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 denitrifying 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, materials 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, materials 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** immediately shall send the **County** a detailed, written report thereon.

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

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

## 5. 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 **Aging**, 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.

## 6. 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.

## 7. Contractor's Staff

(a) The **Contractor**, at its own expense, agrees to furnish to **Aging** resumes of all personnel to be hired for the program referred to in this Agreement, prior to their being hired. Resumes shall include, but not be limited to:

- (i) Previous job titles(s) of the individual employee and the length of employment under each title; and/or
- (ii) Previous experience and length of previous experience with a task or tasks similar or equal to the program.

(b) The **Contractor** agrees to furnish to the **County** letter(s) regarding all personnel to be hired for the program. The letter(s) shall include, but not be limited to:

- (i) The specific tasks to be performed by the individual employees during the course of the program;
- (ii) Salaries and hours to be worked by the individual employees during the course of the program.

(c) The **County** reserves the right to approve principal program personnel proposed by the **Contractor** at the time of entering into this Agreement. Reasons for the **County** not approving said personnel shall be for lack of qualification or lack of demonstration by the **Contractor** that said proposed personnel will not have a deleterious effect on the proper and efficient operation of the program.

SEE ALSO PARAGRAPH 1(k) OF THIS EXHIBIT A2.

## 8. 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 of Exhibit A2

## Exhibit B

### Program Specifications for the Transportation Assistance Program

#### 1. Goals of Program

The intended outcome of the Transportation Assistance Program is to provide assistance in meeting the transportation operating expenses related to serving the elderly, as part of the required supportive services of the IIC Nutrition Program and/or the Supplemental Nutrition Assistance Program or other such programs for the elderly that provide transportation services.

#### 2. General

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

- A. Have an already existing Agreement to provide a service or services for the elderly in Suffolk County.
- B. Have any owned or contract vehicle available to you, either through Purchase Agreement or Lease Agreement.
- C. The **Contractor** has the obligation to inform each recipient of the service of the opportunity to make a free, willing and anonymous contribution toward the cost of the service. Service may not be denied, however, if a person is unable or unwilling to make a contribution. The **Contractor** must maintain an audit trail of all incoming contributions and make monthly reports of any contributions received. All contributions must be used to enhance services. All printed materials used for the program must include the sources of funding for the program and must include the following information:

Contributions to this (these) service(s) are free and voluntary. Services will not be denied because of inability or unwillingness to contribute. Any contribution you wish to make will be used to expand the program and will be greatly appreciated.

- D. Confidentiality
  - i. The **Contractor** agrees that no personal information obtained from an individual in conjunction with this program shall be disclosed in a form in which it is identified with the individual without such individual's written consent to such disclosure, except to **Aging**.
  - ii. In the case of a request by **Aging** for names and addresses of individuals participating in the program, the **Contractor** shall furnish such information as requested. Failure to comply with a request by **Aging** for such information shall be deemed a material breach of this **Agreement** and shall result in a freeze on all monies due and owing to the **Contractor** until compliance by the **Contractor**.

### 3. Activities

The **Contractor** shall provide the following activities:

A. Provision of Transportation to congregate settings:

Appropriate transportation to such site should be furnished.

B. Other Transportation Services:

The **Contractor** may provide transportation as needed. These may include, but are not limited to, transportation to medical appointments, shopping, activities for socialization and other such activities scheduled as part of the **Contractor's** transportation program activities.

### 4. Reporting Requirements

Monthly reports must be submitted to **Aging** on a form prescribed by **Aging**. Monthly reports are due to **Aging** by the eighth day of the month following the month being reported. These reports shall contain, at a minimum, the following categories of information:

- A. Units of service: one unit is equal to each one-way trip per person.
- B. The number of unduplicated individuals who have received transportation by the **Contractor** under this Transportation Program Agreement.
- C. A monthly activity schedule showing the specific transportation services the **Contractor** will make available to the congregate participants that require transportation
- D. Mileage recordings.

### 5. Promotions and Advertisements

Any references to transportation services provided under this Agreement must include due recognition to New York State Office for the Aging. The **Contractor** must include the express acknowledgement as follows:

"This service has been provided with financial assistance, in whole or in part through a grant from the New York State Office for the Aging."

### 6. Administration

Overall administration of this program will be the responsibility of the **Contractor**. The **Contractor** or its designee will insure proper implementation and direction of the service, act as liaison between **Aging** and the actual service and insure accuracy and timeliness of submission of all reporting forms and expenditures.

Program staff shall attend meetings and training as requested by **Aging**.

### 7. Monitoring

The **Contractor** agrees to permit **Aging's** staff and staff of the New York State Office for the Aging to review programmatic records at any time.

As required, **Aging's** fiscal staff may examine or review evidence regarding the existence, time and classification of financial transactions, which are charged to the program for reimbursement. To obtain this evidence, the fiscal staff will examine documentary evidence including financial verification by actually observing or counting certain assets (e.g. case, food inventory, equipment and supplies) to establish their physical existence.

- END OF TEXT OF EXHIBIT B -

**Exhibit C**  
**Town of Riverhead**  
**Transportation Assistance Program**  
**April 1, 2006 - March 31, 2007**

<u>PERSONNEL</u>	<u>\$4,600</u>
Drivers	4,600
<u>NET REIMBURSEMENT</u>	<u>\$4,600</u>

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: \_\_\_\_\_ Signed: \_\_\_\_\_  
 Printed Name of Signer: \_\_\_\_\_  
 Title of Signer: \_\_\_\_\_  
 Name of Contractor/Vendor: \_\_\_\_\_

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

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

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

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



# Certification Regarding Lobbying

## For Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No State or Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence legislation or appropriation actions pending before local, State and Federal executive and/or legislative bodies in connection with the awarding of any contract, the making of any grant, the making of any loan, the entering of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any contract, grant loan, or cooperative agreement.

(2) If any funds other than State or Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence legislation or appropriation actions pending before local, State and Federal executive and/or legislative bodies in connection with this contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language 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.

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. Code. Failure to file the required certification shall be subject to civil penalty by the Federal government of not less than \$10,000 and not more than \$100,000 for each such failure.

By: \_\_\_\_\_

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

Signature of Official Authorized  
To Sign Application

For: \_\_\_\_\_

Name of Grantee



# Adopted

March 6, 2007

## TOWN OF RIVERHEAD

Resolution # 229

### ADOPTS A LOCAL LAW TO AMEND CHAPTER 108 (Zoning) (Empire Zone) OF THE RIVERHEAD TOWN CODE

COUNCILMAN DUNLEAVY

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

Resolution, which was seconded by COUNCILMAN DENSIESKI

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

WHEREAS, a public hearing was held on the 6<sup>th</sup> day of February, 2007 at 7:25 pm at Town Hall, 200 Howell Avenue, Riverhead New York, the date, time and place specified in said public notice, and all persons wishing to be heard were heard.

WHEREAS, an Environmental Assessment form was submitted with the proposed local law and has been reviewed by the Planning Director, and

NOW THEREFORE BE IT

RESOLVED that the Town Board of the Town of Riverhead declares itself lead agency pursuant to 6 NYCRR Part 617 and be it further

RESOLVED, that the Town Board hereby determines that the adoption of the attached local law is a Type II pursuant to 6 NYCRR Part 617 and that it will have no significant negative environmental impacts on either the natural and social environments, and be it further

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

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

RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to the Planning Department; the Planning Board; the Zoning Board of

Appeals; the Building Department; the Code Revision Committee, the Empire Zone Administrative Board and the Town Attorney's Office.

**The Vote**

Councilwoman Blass \_\_\_\_\_ Councilman Densieski \_\_\_\_\_  
Councilman Bartunek \_\_\_\_\_ Councilman Dunleavy \_\_\_\_\_  
Supervisor Cardinale \_\_\_\_\_

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

**TOWN OF RIVERHEAD  
NOTICE OF ADOPTION**

**PLEASE TAKE NOTICE**, that the Town Board of the Town of Riverhead adopted a local law amending Chapter 108 entitled, "Zoning" of the Riverhead Town Code at a regular meeting held on March 6, 2007 as follows:

**LOCAL LAW NO.      OF 2007**

§ 108-207 Allowance for inclusion of Regionally Significant Projects

a.) In 2005 New York State has amended the Empire Zone Program to include specific projects deemed as Regionally Significant Projects. Regionally Significant Projects are defined as company and site specific projects located outside the existing zone boundaries of 1280 acres/credits and must meet the criteria of Section 957(d) of the New York General Municipal Law.

b.) The following projects have been determined as eligible Regionally Significant Project designated areas:

I. Telephonics Corporation located at 789 Park Avenue, Huntington, New York more particularly described as Suffolk County Tax Map NO. 0400-104.04-01.00-110.000; and

II. US WEB. Inc. located at 780 Park Avenue, Huntington, New York more particularly described as Suffolk County Tax Map No. 0400-104.00-01.00-050.000; and

III. BLUE & WHITE FOODS, LLC located at 535, 525 & 515 Smith Street, Farmindeale, New York more particularly described as Suffolk County Tax Map No. 006.00-013.000-01.00, 006.00-014.000-01.00, and 006.00-015.000-01.00; and

IV. CUSTOM WOODWORK, LTD. Dba HERITAGE WIDE PLANK FLOORING AND RENAISSANCE WOODWORKING located at 713-817 Pulaski Street, Riverhead, New York more particularly described as Suffolk County Tax Map No. 600-124-02-24; and

V. C & N PACKAGING, INC. located at 105 Wyandanch Avenue, Wyandanch, New York more particularly described as Suffolk County Tax Map No. 08000-0200-119009;

March 6, 2007

Dated: Riverhead, New York



**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" of the Riverhead Town Code at its regular meeting held on March 6, 2007. **Be it enacted** by the Town Board of the Town of Riverhead as follows:

Chapter 108  
**ZONING**

**ARTICLE XXVI  
Site Plan Review**

**§ 108-130. Review and approval required.**

The following shall be subject to site plan review and require site plan approval by the Town Board:

B. All other districts.

- (4) Except as otherwise provided, site plan review and approval shall specifically not be required for:
- (a) Single-family residential and uses accessory thereto that are located in any zoning use district.
  - (b) Agriculture and uses accessory thereto; however, temporary and permanent greenhouses will require site plan review and approval;
  - (c) Any grading, clearing, cutting and filling, excavating or tree removal associated therewith, necessary to single-family residence construction commenced upon issuance of a building permit for said construction;
  - (d) Any use permit issued pursuant to the requirements of § 108-73 of this chapter; or
  - (e) Signs;
  - (f) In-kind alterations as determined by the Planning Department and the Building Department.
  - (g) Existing commercial buildings with floor areas of no greater than 4,000 square feet shall not require formal site plan review by the appropriate board. However, such commercial buildings shall be subject to informal review by the Planning Department and shall be required to comply with all statutory provisions set forth in this Article including, but not limited to, parking, landscaping.

handicapped access and lighting. The informal site plan review fee shall be charged at a rate of 50% of the site plan review fee charged pursuant to §108-131 B, (3) of the Town of Riverhead Zoning Ordinance. Upon a determination of compliance by the Planning Department as set forth herein and transmitted to the Planning Board in writing, the Planning Board shall adopt a resolution approving the application.

(i) Statutory Authority/Supersession.

The foregoing provision of law is adopted pursuant to Municipal Home Rule and the State Environmental Quality Review Act and its implementing regulations. It expressly supersedes any provisions of the Town Code of the Town of Riverhead and §267, 267-a, 267-b, 267-c, 274-a, 274-b and 276 of the Town Law of the State of New York. In particular, this local law shall supersede and suspend those provisions of the Town Code and New York State Law which require the Planning Board to accept, process and approve site plan applications within certain statutory periods. In addition, this local law shall supersede and suspend those provisions of the Town Code of the Town of Riverhead as well as the Town Law of the State of New York which require the Town Board to accept, process and approve site plans.

- Underline represents addition(s)

Dated: Riverhead, New York  
March 6, 2007

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

**BARBARA GRATTAN, Town Clerk**

March 6, 2007

**TOWN OF RIVERHEAD**

Resolution # 231

**Adopted**

**GRANTS SPECIAL USE PERMIT PETITION OF BRIAN  
SIMONSEN – TWO FAMILY DWELLING**

**COUNCILWOMAN BLASS**

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

**WHEREAS**, the Riverhead Town Board is in receipt of a special permit petition from Brian P. Simonsen pursuant to Article XXVIA and Section 108-12B.(1) of the Riverhead Town Code, for an addition to an existing single family dwelling to convert it to a two family use on a 1.7ac. parcel zoned Residence B-40, such property more particularly described as SCTM 0600-91-1-22.6, 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 these materials and has determined the petition to be a Type II action pursuant to 6NYCRR Part 617.5(c)(9) as the construction of a single, two or three family dwelling on an approved lot, and

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

**WHEREAS**, the Riverhead Town Board did hold a public hearing on this matter on January 3, 2007 at which the comments of parties of interest were heard, 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 commentary heard at the relevant public hearing as well as all of the pertinent planning, zoning and environmental information, now

**THEREFORE BE IT**

**RESOLVED**, that in the matter of the Special Use Permit of Brian Simonsen, the Riverhead Town Board hereby makes the following findings:

- (i) That the use will not substantially impair either the reasonable or orderly use of other properties in the general vicinity;
- (ii) That any disadvantages resulting from the proposed land use are outweighed by the advantages gained by the Town of Riverhead;

- (iii) That the health, safety, welfare, comfort, convenience and order of the Town of Riverhead will not be adversely effected by the authorized use;
- (iv) That the authorized use will be in harmony with and will promote the general purposes and intent of zoning ordinance of the Town of Riverhead.

**AND**

**BE IT FURTHER**

**RESOLVED**, that the Town Board of the Town of Riverhead hereby grants the Special Use Permit Petition of Brian Simonsen to allow the construction of a two-family dwelling upon real property located at South Jamesport, New York (SCTM Number 0600-91-2-22.6) subject to the following conditions:

**FIRST**, that no building permit shall issue prior to the approval of a site plan pursuant to Article XXVI of the Town of Riverhead Zoning Ordinance Zoning Ordinance, and

**SECOND**, that the proposed construction shall be completed and the relevant use permit issued within two (2) years of the date of this approval, and

**THIRD**, that the primary dwelling unit shall be perpetually occupied by the owner of the real property, and

**FOURTH**, that the building permit shall issue prior to the recording of a covenant to the satisfaction of the Town Attorney setting forth the conditions of this special use permit.

**BE IT FURTHER**

**RESOLVED**, that a certified copy of this resolution be forwarded to Brian Simonsen or his agent.

**THE VOTE**

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

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

March 6, 2007

~~Tabled~~

TOWN OF RIVERHEAD

RESOLUTION # 232

APPOINTS ENGINEERING CONSULTANT

COUNCILMAN BARTUNEK offered the following resolution which was  
seconded by COUNCILMAN DUNLEAVY.

RESOLVED, that the Town Board hereby appoints the following consultant to assist  
with traffic engineering matters and adopts the attached fee schedule;

CONSULTING ENGINEERS  
Eschbacher Engineering, PC  
532 Broad Hollow Road  
Melville, NY 11747

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

THE VOTE

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

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

Tabled



**ESCHBACHER  
ENGINEERING, PC**

February 21, 2006

Andrea Lohneiss, Director  
Town of Riverhead Community Development Agency  
210 Howell Avenue  
Riverhead, N.Y. 11901

RE: Traffic Engineering Services  
Peconic Waterfront

Dear Ms. Lohneiss:

In response to your request, below please find Eschbacher Engineering's billing rates for assisting the Town in resolving the concerns/comments received from the Suffolk County Department of Public Works in regard to the proposed revision to the access to Peconic Avenue from the parking lots south of Main Street.

At this time, based on my review of the DPW's comments, it is difficult to determine whether we will be able to convince them to reconsider their position in regard to prohibiting left turns out of the driveway. However, we believe that by analyzing the past accident history and providing data on the current pedestrian and vehicular activity at this location, we will be able to develop a reasonable defense for keeping the status quo. Although the exact extent of our efforts cannot be determined at this time, we propose to charge for time on this project in accordance with the rates indicated below:

Principal	\$155.00	per hour
Chief Engineer	\$145.00	per hour
Supervising Engineer	\$125.00	per hour
Senior Engineer	\$90.00	per hour
CADD Operator	\$85.00	per hour
Engineer	\$80.00	per hour
Assistant Engineer	\$70.00	per hour
Engineering Aide	\$45.00	per hour
Traffic Count Subcontractor	At Actual Cost	
Outside Printing/Reproduction	At Actual Cost	

I estimate that our work efforts on the Town's behalf will range in cost between \$3,000 and \$5,000, depending on the number of meetings with the County and the amount of data collection required. If you wish to proceed, we can continue to work as a sub-consultant to Young & Young, the Town's prime consultant on the project.

TOWN OF RIVERHEAD

Adopte

Resolution # 233

**APPROVES CHAPTER 90 APPLICATION OF EAST END ARTS & HUMANITIES COUNCIL, INC.**

COUNCILMAN DUNLEAVY offered the following resolution, was seconded by

COUNCILMAN DENSIESKI :

**WHEREAS**, on February 9, 2007, the East End Arts & Humanities Council Inc. (“EEAC”) had submitted a Chapter 90 application for the purpose of conducting their Annual Community Mosaic Street Painting Festival with music, art activities and craft vendors to be held on EEAC grounds and along the south side of East Main Street in front of their premises, Riverhead, New York, on Sunday, May 27, 2007 having a rain date of Monday, May 28, 2007, between the hours of 12:00 noon and 5:00 p.m. (set up at 8:00 p.m.); and

**WHEREAS**, East End Arts & Humanities Council, Inc. 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 Arts & Humanity Council, Inc. for the purpose of conducting their Annual Community Mosaic Street Painting Festival with music, art activities and craft vendors to be held on EEAC grounds and along the south side of East Main Street in front of their premises, Riverhead, New York, on Sunday, May 27, 2007 having a rain date of Monday, May 28, 2007, between the hours of 12:00 noon and 5:00 p.m. (set up at 8:00 p.m.), is hereby approved; and be it further

**RESOLVED**, that the Town Board of the Town of Riverhead hereby waives the Chapter 90 application fee; 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, 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 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 209, 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 be and is hereby authorized to forward a certified copy of this resolution to the East End Arts & Humanities Council, Inc., 133 East Main Street, Riverhead, New York, 11901; Bruce Johnson, Fire Marshal; Ken Testa, P.E.; the Riverhead Police Department and the Office of the Town Attorney.

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

March 6, 2007



# Tabled

## TOWN OF RIVERHEAD

Resolution # 234

### APPROVES SPECIAL USE PERMIT APPLICATION OF KAR-MCVEIGH, LLC (JAMESPORT MANOR INN)

COUNCILMAN DENSIESKI

offered the following resolution which

was seconded by COUNCILMAN BARTUNEK

**WHEREAS**, the Town Board of the Town of Riverhead is in receipt of a special permit petition from KAR-MCVEIGH, LLC pursuant to Section 108-51A and Article XXVIA of the Riverhead Town Code to expand a nonconforming use by the construction of a restaurant and catering facility on a 3.8 acre parcel within Agricultural Protection (APZ) Zoning Use District located at Manor Lane, Jamesport, New York; such property more particularly described a Suffolk County Tax Map Number 0600-47-2-3, and

**WHEREAS**, the Riverhead Town Board by Resolution #163 of 2006 declared themselves Lead Agency, and

**WHEREAS**, by decision dated October 14, 2004, the Town of Riverhead Zoning Board of Appeals, among other things, did re-establish the lapsed restaurant use, and

**WHEREAS**, by Resolution Number 163 of 2006, the Riverhead Town Board did determine the petition to be an Unlisted Action pursuant to 6NYCRR Part 617, and

**WHEREAS**, the Town Board has referred the petition to the Riverhead Planning Board for its report and recommendation; such Planning Board recommending the granting of the special use permit as specified therein, and

**WHEREAS**, the Town Board has referred the petition to the Suffolk County Planning Commission for its report and recommendation; such Planning Commission determining that the petition be considered a matter one of local determination, and

**WHEREAS**, a public hearing was held by the Riverhead Town Board on the 5<sup>th</sup> day of July, 2006, and

**WHEREAS**, subsequent to the aforementioned hearing, the applicant submitted a revised conceptual site plan supporting the special use permit petition which lessened the intensity of the proposed development, and

#### THE VOTE

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

THE RESOLUTION ~~WAS~~  WAS NO  
THEREFORE DULY ADOPTED

# Tabled

**WHEREAS**, a second public hearing was held on the 8<sup>th</sup> day of November 2006, 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 Board, the commentary made at the relevant public hearings, as well as all other pertinent planning zoning and environmental information, now

**THEREFORE BE IT**

**RESOLVED**, that, based upon a review of the expanded Environmental Assessment Form submitted in connection with the application, the Town Board of the Town of Riverhead hereby determines that the application will have no significant negative impact upon the natural and social environment pursuant to 6 NYCRR Part 617 \_\_\_ and that as such, no environmental impact statement need be prepared, and be it further

**RESOLVED**, that in the matter of the special use permit petition of Kar-McVeigh, LLC, the Riverhead Town Board hereby makes the following findings:

1. That the premises is located within Agricultural Protection Zoning Use District;
2. That the premises is located in one of the most rural areas of the Town and is surrounded on three sides by protected agricultural lands.
3. That the premises are located adjacent to a New York State Agricultural District.
4. That Manor Lane is primarily a residential street.
5. That restaurants are not a permitted use in the Agricultural Protection Zoning Use District;
6. That the Riverhead Zoning Board of Appeals has reestablished the lapsed restaurant use (Jamesport Manor Inn);
7. That the applicant has provided a Traffic Impact Assessment as prepared by Dunn Engineering (dated September 21, 2004) which concludes that the motor vehicle movements generated by the proposed uses can be managed by the existing highway network, proposed access location and the proposed internal circulation plan;
8. That no sight distance restrictions exist at the site access intersection with Manor Lane;
9. That the conceptual site plan attending the special use permit provides a wastewater flow analysis using sanitary flows for catering seats (5 gallons per day per acre) rather than flows for restaurant seats (10 gallons per day per acre); *seat seat*
10. That the conceptual site plan attending the special use permit petition depicts ninety-five (95) parking stalls in excess of the parking schedule, 77 of which are landbanked;
11. That the expansion of the of the non-conforming use shall be predicated upon increased restaurant seats and not catering facility seats;
12. That the New York State Building Code requires a minimum of 15 sq. ft. per restaurant seat.

13. That the second floor of the pre-existing structure was never used for restaurant or catering use.
14. That a large expansion of a restaurant in the midst of a agricultural and residential area of town is inconsistent with the Town's obligation to protect the health, safety and welfare of its residents.
15. That a 50% expansion of the existing seating; i.e. and increase from 80 to 120 maximum restaurant seats is the maximum increase that the Town Board deems appropriate given the surrounding residential and agricultural land uses, and

**BE IT FURTHER**

**RESOLVED**, that, subject to a final determination by the Supreme Court of the State of New York sustaining the October 14, 2004 Zoning Board of Appeals determination which continued the pre-existing non-conforming use, the Riverhead Town Board hereby grants the Special Use Permit of KarVcVeigh, LLC to expand a non-conforming restaurant use subject to the following conditions:

1. The number of seats in the restaurant may be expanded from the existing 80 seats to a maximum of 120 seats.
2. The presentation of a revised site plan showing the following:
  - a. The existing structure with a building addition containing a maximum of 600 square feet of additional dining area. The building addition must be connected to the existing building and must utilize the same point of entry.
  - b. No more than 50 parking stalls.
  - c. All other requirements contained in Chapter 108 of the Zoning Code for Site plan review, including but not limited to landscaping and lighting shall be adhered to.
3. No tents, canopies, shelters, awnings or structures of any kind, whether temporary or permanent, shall be used upon the property for restaurant use or catering use or for any other private event.
4. No Accessory structures located on the property shall be utilized for any use other than storage of equipment or supplies.
5. The second floor of the structure may not be used for restaurant or catering use.
6. No further expansion of the restaurant and/or any of its accessory uses shall be permitted.

**BE IT FURTHER**

**RESOLVED**, that copies of this resolution be forwarded to the Town Board of the Town of Riverhead, Town Attorney, Peter S. Danowski, Esq. and Kar-McVeigh, LLC or their agent.

# Adopted

RESOLUTION # 235 ABSTRACT #07-08 February 22, 2007 (TBM 3/06/07)				
COUNCILWOMAN BLASS offered the following Resolution which was seconded by				
COUNCILMAN BARTUNEK				
FUND NAME		CD-2/16/07	CHECKRUN TOTALS	GRAND TOTALS
GENERAL FUND	1	\$ 10,500,000.00	\$ 283,672.59	\$ 10,783,672.59
POLICE ATHLETIC LEAGUE	4	\$ 20,000.00	\$ 478.55	\$ 20,478.55
TEEN CENTER	5	\$ 15,000.00		\$ 15,000.00
RECREATION PROGRAM FUND	6	\$ 200,000.00	\$ 859.07	\$ 200,859.07
SRS NUTRITION SITE COUNCIL	7	\$ 4,500.00		\$ 4,500.00
DARE PROGRAM	8	\$ 3,000.00		\$ 3,000.00
CHILD CARE CENTER BUILDING	9	\$ 135,000.00		\$ 135,000.00
TOWN BOARD SPECIAL PROGRAM	24	\$ 100,000.00		\$ 100,000.00
SRS DAYCARE BUILDING FUND	27	\$ 15,000.00		\$ 15,000.00
ECONOMIC DEVELOPMENT ZONE FUND	30	\$ 74,000.00	\$ 464.19	\$ 74,464.19
HIGHWAY FUND	111	\$ 2,825,000.00	\$ 50,055.73	\$ 2,875,055.73
WATER DISTRICT	112	\$ 1,940,000.00	\$ 27,324.94	\$ 1,967,324.94
REPAIR & MAINTENANCE	113	\$ 950,000.00		\$ 950,000.00
RIVERHEAD SEWER DISTRICT	114	\$ 2,650,000.00	\$ 10,254.81	\$ 2,660,254.81
REFUSE & GARBAGE COLLECTION DI	115	\$ 945,000.00	\$ 5,379.64	\$ 950,379.64
STREET LIGHTING DISTRICT	116	\$ 665,000.00	\$ 1,662.81	\$ 666,662.81
PUBLIC PARKING DISTRICT	117	\$ 125,000.00	\$ 423.55	\$ 125,423.55
BUSINESS IMPROVEMENT DIST	118	\$ 39,000.00		\$ 39,000.00
AMBULANCE DISTRICT	120	\$ 365,000.00	\$ 733.00	\$ 365,733.00
EAST CREEK DOCKING FACILITY	122	\$ 100,000.00	\$ 218.80	\$ 100,218.80
CALVERTON SEWER DISTRICT	124	\$ 245,000.00	\$ 145.99	\$ 245,145.99
RIVERHEAD SCAVANGER WASTE DIST	128	\$ 1,450,000.00	\$ 6,495.42	\$ 1,456,495.42
SEWER DISTRICT FUND	130	\$ 390,000.00		\$ 390,000.00
WORKERS' COMPENSATION FUND	173	\$ 250,000.00	\$ 5,770.13	\$ 255,770.13
UNEMPLOYMENT INSURANCE FUND	176	\$ 46,000.00		\$ 46,000.00
CDBG CONSORTIUM ACOUNT	181		\$ 149.84	\$ 149.84
PUBLIC PARKING DEBT SERVICE	381		\$ 31,275.87	\$ 31,275.87
SEWER DISTRICT DEBT SERVICE	382	\$ 90,000.00		\$ 90,000.00
WATER DISTRICT DEBT SERVICE	383		\$ 522,681.19	\$ 522,681.19
GENERAL FUND DEBT SERVICE	384	\$ 11,500,000.00	\$ 265,410.97	\$ 11,765,410.97
SCAVANGER WASTE DISTRICT DEBT	385	\$ 5,000.00	\$ 34,838.22	\$ 39,838.22
SUFFOLK THEATER DISTRICT DEBT	386	\$ 550,000.00		\$ 550,000.00
COMMUNITY DEVELOPMENT AGENCY C	405	\$ 30,000.00	\$ 71,273.71	\$ 101,273.71
TOWN HALL CAPITAL PROJECTS	406	\$ 1,875,000.00	\$ 16,556.00	\$ 1,891,556.00
YOUTH SERVICES CAP PROJECT	452	\$ 100,000.00	\$ 1,200.45	\$ 101,200.45
EISEP	454	\$ 5,000.00		\$ 5,000.00
MUNICIPAL GARAGE FUND	626		\$ 7,780.74	\$ 7,780.74
TRUST & AGENCY	735		\$ 152,300.12	\$ 152,300.12
COMMUNITY PRESERVATION FUND	737	\$ 2,800,000.00	\$ 9.98	\$ 2,800,009.98
CDA-CALVERTON	914	\$ 250,000.00		\$ 250,000.00
<b>TOTAL ALL FUNDS</b>		<b>\$ 41,256,500.00</b>	<b>\$ 1,497,416.31</b>	<b>\$ 42,753,916.31</b>

**THE VOTE**

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

**THE RESOLUTION WAS NOT THEREFORE DULY ADOPTED**

# Adopted

RESOLUTION # 235 ABSTRACT #07-09 March 1, 2007 (TBM 3/06/07)				
COUNCILWOMAN BLASS offered the following Resolution which was seconded by				
COUNCILMAN BARTUNEK				
FUND NAME		CD-None	CHECKRUN TOTALS	GRAND TOTALS
GENERAL FUND	1		\$ 900,885.73	\$ 900,885.73
RECREATION PROGRAM FUND	6		\$ 1,102.25	\$ 1,102.25
CHILD CARE CENTER BUILDING FUND	9		\$ 18.72	\$ 18.72
TOWN BOARD SPECIAL PROGRAM FUN	24		\$ 629.00	\$ 629.00
SENIOR CITIZEN DAY CARE CENTER	27		\$ 560.54	\$ 560.54
ECONOMIC DEVELOPMENT ZONE FUND	30		\$ 2,951.04	\$ 2,951.04
HIGHWAY FUND	111		\$ 117,998.04	\$ 117,998.04
WATER DISTRICT	112		\$ 89,490.88	\$ 89,490.88
RIVERHEAD SEWER DISTRICT	114		\$ 40,753.12	\$ 40,753.12
REFUSE & GARBAGE COLLECTION DI	115		\$ 6,800.60	\$ 6,800.60
STREET LIGHTING DISTRICT	116		\$ 7,747.50	\$ 7,747.50
AMBULANCE DISTRICT	120		\$ 3,077.13	\$ 3,077.13
EAST CREEK DOCKING FACILITY	122		\$ 990.25	\$ 990.25
CALVERTON SEWER DISTRICT	124		\$ 2,506.45	\$ 2,506.45
RIVERHEAD SCAVANGER WASTE DIST	128		\$ 17,738.61	\$ 17,738.61
WORKERS' COMPENSATION FUND	173		\$ 1,659.09	\$ 1,659.09
CDBG CONSORTIUM ACCOUNT	181		\$ 960.90	\$ 960.90
RESTORE GRANT PROGRAM	184		\$ 5,000.00	\$ 5,000.00
TOWN HALL CAPITAL PROJECTS	406		\$ 29,901.42	\$ 29,901.42
YOUTH SERVICES CAP PROJECT	492		\$ 4,562.92	\$ 4,562.92
SENIORS HELP SENIORS CAP PROJE	453		\$ 2,537.01	\$ 2,537.01
MUNICIPAL FUEL FUND	625		\$ 7,496.10	\$ 7,496.10
MUNICIPAL GARAGE FUND	626		\$ 26,388.62	\$ 26,388.62
TRUST & AGENCY	735		\$ 985,215.36	\$ 985,215.36
SPECIAL TRUST	736		\$ 350,000.00	\$ 350,000.00
COMMUNITY PRESERVATION FUND	737		\$ 391.02	\$ 391.02
<b>TOTAL ALL FUNDS</b>			\$ 2,017,954.21	\$ 2,017,954.21

## THE VOTE

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

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