

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

**August 2<sup>nd</sup> , 2005**

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

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

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

**ELECTED OFFICIALS**

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

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

**DEPARTMENT HEADS**

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

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

**PUBLIC COMMENT ON ANY RESOLUTIONS LISTED BELOW:**  
**REGULAR TOWN BOARD MEETING:**

- #751 Appoints Police Officers to the Police Department (D. Isgro, C. Parkin)
- #752 Appoints Interpreter for the Police Department and Justice Court (Z. Piegari)
- #753 Appoints a P/T Recreation Aide/Skatepark to the Riverhead Recreation Department (J. Marengo)
- #754 Authorizes Town Clerk to Publish and Post Town of Riverhead Notice to Bidders for Residential Solid Waste Collection and Disposal Services
- #755 Accepts Resignation of Assistant Adult Day Care Supervisor (L. Fuhlbrugge)
- #756 Scavenger Waste District Budget Adjustment
- #757 General Fund Budget Adjustment
- #758 Adopts a Local Law to Amend Chapter 101 Entitled, "Vehicles & Traffic" of the Riverhead Town Code (101-10 – Parking Prohibited)
- #759 Adopts a Local Law to Amend Chapter 101 Entitled, "Vehicles & Traffic" of the Riverhead Town Code (101-18 Seasonal Parking Prohibited)
- #760 Adopts a Local Law to Amend Chapter 101 Entitled, "Vehicles & Traffic" of the Riverhead Town Code (Article IX – Recreational Motor Vehicles)
- #761 Adopts a Local Law Amending Chapter 108 Entitled, "Zoning" of the Riverhead Town Code (Commercial Districts Schedule of Dimensional Regulations)
- #762 Adopts a Local Law to Amend Chapter 108 of the Riverhead Town Code Entitled, "Zoning" (§108-211 through 221 Wireless Communications Towers and Antennas)
- #763 Adopts Guidelines for Town Board Advisory Committees
- #764 Adopts Riverhead Town Peconic Estuary Protection Program (Bilge Buddies)
- #765 Approves Chapter 90 Application of Bobby Ginsberg

- #766 Authorizes the Designation of Certain Structure(s) as Landmarks Pursuant to Chapter 73 Entitled, "Landmarks Preservation" of the Riverhead Town Code (Eugene Hallock House)
- #767 Authorizes the Landmarks Preservation Commission to Execute an Agreement with Main Road Books, Inc. to Publish a Work Entitled "A Walking Tour of Riverhead, Long Island, New York)
- #768 Authorizes the Supervisor to Execute Agreements in Connection with County of Suffolk Supplemental Nutrition Assistance Program Contracts
- #769 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: Edward W. Harbes, III)
- #770 Authorizes Town Clerk to Publish and Post Notice of Public Hearing Upon the Draft Environmental Impact Statement Prepared in Support of Certain Zoning Amendments at EPCAL
- #771 Authorizes Fire Marshal to Attend Code Development Process Hearings
- #772 Rescinds Resolution 639 of 2005 (Modification of Sunken Ponds Site Plan)
- #773 Establishes Fee for Electronic Records Retention
- #774 Pays Bills

# Adopted

8/2/05

## Town of Riverhead Community Development Agency

### Resolution # 16

Authorizes of Chairman to Execute License Agreement

**COUNCILMAN DENSIESKI**

Member offered the following resolution,

**COUNCILMAN BARTUNEK**

which was seconded by Member:

**WHEREAS**, Strong Island Street Wheels and TMO Radio have requested use of the Calverton site to host a car show on Sunday, September 18, 2005 for a fee of \$2,650 for one day's use of the facility; and

**WHEREAS**, the Town Attorney's Office has prepared a license agreement between the Town of Riverhead, and Strong Island Street Wheels and TMO Radio; and

**WHEREAS**, the Town of Riverhead is supportive of such community-oriented events;

**WHEREAS**, Strong Island Street Wheels and TMO Radio have been notified that they must apply for a Chapter 90 permit and met the insurance requirements indicated in the license agreement.

**THEREFORE, BE IT RESOLVED**, that upon completion and submission of a Chapter 90 permit the CDA hereby authorizes the Chairman to execute a license agreement as described with Strong Island Street Wheels and TMO Radio to hold Long Island Car Audio show.

**AND BE IT FURTHER RESOLVED**, that the Town Clerk shall provide a certified copy of this resolution to Community Development Agency Director Andrea Lohneiss and Bruce Sheppard, Director of Client Services and Event Marketing, TMO.

#### THE VOTE

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

## LICENSE AGREEMENT FOR OUTDOOR EVENT

This Agreement is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2005, by and between Riverhead Community Development Agency, a public instrumentality of the Town of Riverhead, County of Suffolk and State of New York, with a mailing address of 200 Howell Avenue, Riverhead, NY 11901. ("CDA"), and Party 105, a limited liability company duly organized and existing under the laws of the State of New York, having a principal place of business at 1103 Stewart Avenue, Garden City, NY 11530 ("Promoter"):

WHEREAS, Promoter is in the business of organizing and promoting entertainment events for the general public; and

WHEREAS, CDA controls approximately 2900 acres of land in Calverton, New York, commonly known as Calverton Enterprise Park, which land is more particularly described on Exhibit A attached hereto (the "Park"); and

WHEREAS, Promoter desires to stage and promote a car audio show commonly known as "The Third Annual Long Island Car Audio Show," to be held on Sunday, September 18, 2005 at 10:00am to 7:00pm (the "Event"); and

WHEREAS, Promoter and CDA have agreed to terms under which Promoter will be granted the use of certain land at the Property.

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

1. Use of Property: CDA hereby grants Promoter a License providing Promoter with temporary and occupancy use of that portion of the Park depicted on the attached Exhibit A as the site for the Event (the "Property"), upon the terms and conditions set forth hereunder. This License will provide Promoter and its employees, representatives, agents, invitees and concessionaires exclusive use of the Property on September 18, 2005 (the "License Period") to accommodate the Event, including, without limitation, the set up for the Event, the preparation of the Property for the Event, including concession stands for food, beverages and merchandise, and other temporary structures and facilities necessary, appropriate or incidental to the staging of the Event, and the completion of garbage and rubbish cleanup actions required under paragraph 4 below.

2. Compliance With Laws: Promoter shall at all times comply with all applicable federal, state, county and municipal laws, regulations, ordinances, codes and restrictions, including, without limitation, compliance with Article 28 of the New York State Tax Law and applicable regulations thereunder, and will secure any and all permits or licenses required for its activities and operations carried out at the Property. Without limiting the generality of the foregoing, to the extent required by law, Promoter will secure a "Mass Gathering Permit" or such other assembly permit as is deemed necessary to conduct the Event from any municipality having jurisdiction over the Event, including the Commissioner of the Suffolk County Department of Health, prior to holding the Event. CDA agrees to provide information at its disposal and otherwise cooperate with Promoter in pursuing its application for any such permit(s) or license(s).

3. Compensation: In exchange for the License set forth above for the use of the Property in connection with the Event, Promoter shall pay CDA the sum of Two Thousand Six Hundred Fifty Dollars (\$2,650.00). All sums payable by Promoter to CDA under this Agreement shall be paid prior to September 18, 2005.

4. Responsibilities of Promoter: Subject to the terms of this Agreement, Promoter will be responsible for carrying out and shall have exclusive control of all operations associated with the Event and related activities, including without limitation, all food and beverage concessions, merchandising, parking, any video or audio filming or taping of the Event, security for the Event, provision of emergency medical services, lay-out and administration and operation of sanitary facilities. Following the Event, Promoter will promptly commence garbage and rubbish removal and cleanup (hereafter, "the cleanup") and shall diligently engage in such cleanup efforts so that the cleanup will be accomplished as soon as reasonably practicable (but in no event later than September 18, 2005). Buildings, facilities and grounds will be restored to the condition that existed prior to the Event (hereafter, the "restoration") and be completely clean and free of clutter and debris. Promoter will remove all refuse, rubble, garbage and debris created by the Event or Promoter's activities at the Property and dispose of the same at an appropriate waste facility.

In order to provide assurance that there will be sufficient resources to complete the cleanup and the restoration as set forth in the preceding paragraph, Promoter will deposit an additional sum of Two Thousand Six Hundred and Fifty Dollars (\$2,650.00) (the "Escrow Funds") with the Town of Riverhead (the "Escrow Agent"), which Escrow Funds will be disbursed by the Escrow Agent in accordance with

this Agreement. The Escrow Funds shall be deposited by Promoter as provided above on or before September 1, 2005. The Escrow Funds shall be disbursed as directed jointly by the parties hereto, except as otherwise provided herein. CDA and Promoter agree that the Escrow Funds shall be disbursed in satisfaction of costs associated with the cleanup and the restoration until the same are completed to the reasonable satisfaction of CDA. CDA agrees that Escrow Funds will be released upon the approval of the cleanup and restoration of the Property by the CDA, which approval will not be unreasonable withheld, conditioned or delayed. Upon completion of all cleanup and restoration work hereunder by Promoter to the reasonable satisfaction of CDA, any unexpended balance of the Escrow Funds will be returned to Promoter. In the event that Promoter and CDA cannot agree whether a reasonable cleanup and/or restoration standard has been accomplished, such dispute shall be resolved in accordance with the dispute resolution provisions of this Agreement. In the event that Promoter fails for any reason (other than a disagreement as to whether the cleanup standard has been met) to complete its cleanup and restoration work hereunder to the reasonable satisfaction of CDA, CDA shall have the right, after notice to Promoter, to apply any unexpended balance of Escrow Funds toward the reasonable costs and expenses of completing such cleanup and/or restoration work; provided that any remaining unexpended Escrow Funds after the completion of such work by CDA will be returned to Promoter.

5. Septic Waste. Promoter will be responsible for the handling, storage, processing (i.e., screening of foreign objects), treatment and disposal of all waste from portable toilets generated in connection with the Event and related activities. The parties shall cooperate in identifying and specifying methods of handling, storing, processing, treating and disposing of the waste.

6. Security. Promoter will provide all security services reasonably necessary to protect the health and safety of the concert goers as well as the general public, and generally to protect against damage to or loss of property, including the land, buildings, equipment and/or facilities provided by CDA hereunder for use in connection with the Event. Promoter will undertake all necessary coordination with state, county and local law enforcement agencies.

7. Insurance and Indemnification: Promoter will be responsible for providing comprehensive general liability insurance in the amount of not less than \$1,000,000. with a company or companies reasonably satisfactory to CDA. Promoter shall provide certificates of the foregoing insurance, showing CDA and the Town of Riverhead as additional insureds to the extent of their interest. Finally, Promoter agrees to indemnify and hold harmless CDA, the Town of Riverhead and their respective officers, employees, agents, representatives and officials from any and all loss or liability associated with the Event and related activities described herein, including liability for damages to property or for injuries or death to persons which may arise from, or be attributable or incident to the use by Promoter and its employees, agents, representatives and concessionaires, or any concert attendee, of the Property, excepting liability solely caused by the negligence or willful misconduct of CDA, the Town of Riverhead or their respective officers, employees, agents, representatives or officials. With respect to any suit or claim by CDA whether under this indemnification provision or otherwise, Promoter, for itself, its agents, employees and representatives, hereby expressly waives any defense which might preclude or limit either enforcement of this indemnification clause or any reasonable attorneys fees incurred by CDA securing compliance with the provision of this indemnification

agreement.

8. Miscellaneous Responsibilities of Promoter: Except with respect to any specific services, equipment and facilities to be provided by CDA under this Agreement, Promoter will be responsible for acquiring all services and materials and otherwise for carrying out all actions necessary for the Event and related activities to take place, including, but not limited to, all planning, marketing, promotions, sponsorship, operations, concessions, garbage removal, cleanup, construction and demolition or removal of all temporary structures, development and removal of systems to deliver adequate supplies of potable water, portable toilets, systems for removal of wastewater, ticketing, security, emergency medical service, traffic control, electrical power and communications. Promoter will obtain all necessary licenses, permits and approvals required for the Event and for construction of any temporary structure or system to be used at the Property in connection with the Event or related activities. In addition, Promoter will take all actions necessary to restore the Property to its condition existing prior to the commencement of operations under this Agreement, including, without limiting the generality of the foregoing, the removal of all temporary structures and systems.

9. Representations of CDA. CDA warrants and represents that (a) it has the full right, power and authority to enter into this Agreement and to grant the License, (b) Promoter shall have exclusive and uninterrupted use of the Property during the License Period, (c) the Property is in compliance with all applicable laws, rules and regulations and, to the best of CDA's knowledge, is safe for use by Promoter's employees, representatives, agents, invitees and concessionaires, as contemplated herein, and (d) at the commencement of the License Period, the Property (including all buildings and facilities thereon) will be completely clean and free of

clutter and debris.

10. Notices. Any notices hereunder shall be sent to the addresses set forth above by (a) certified mail, return receipt requested (deemed received four days following the date mailed, postage paid) or (b) nationally recognized overnight carrier (deemed received one day following the date sent).

11. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties; provided, however, that nothing herein shall be deemed to permit the assignment of this Agreement by either party without the express written consent of the other party.

12. Entire Agreement. This Agreement constitutes the entire agreement between the parties and no further agreement, express or implied, written or oral, exists with respect to the subject matter of this document.

13. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

14. Dispute Resolution. The parties to this Agreement will submit any controversy or claim arising out of or relating to this Agreement which cannot be resolved by mutual agreement to binding arbitration under the rules of the American Arbitration Association. Such arbitration shall be conducted by an arbitrator experienced in arbitrating disputes of similar size and complexity as shall be jointly selected by the parties, or failing such joint selection within seven (7) days of the assertion of the controversy or claim, as shall be appointed by the President of the American Arbitration Association in the City of Albany, New York.

Arbitration shall commence upon appointment of the arbitrator and shall take place in New York City. Unless otherwise specified by the arbitrator in his decision as being unjust, all costs of arbitration shall be shared equally by the parties, and the parties shall be responsible for the costs of their respective attorneys and the expenses of witnesses that they may call. Notwithstanding any other provision of law, any arbitration process held pursuant to this Agreement shall be deemed confidential and no statements made therein shall be used in any other proceeding. The decision of the arbitrator shall be delivered in writing to the parties within seven (7) calendar days of the closing of the arbitration proceedings. The decision of the arbitrator shall be binding upon the parties.

In Witness Whereof, Promoter has caused this instrument to be signed in its corporate name by \_\_\_\_\_, its \_\_\_\_\_, hereunto duly authorized, and Town of Riverhead Community Development Agency has caused this instrument to be signed in its corporate name by Philip J. Cardinale, its Chairman, hereunto duly authorized, as of the day and the year first above written.

PARTY 105

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

Riverhead Community Development  
Agency

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

Name: Philip J. Cardinale

Title: Chairman

August 2, 2005

# Adopted

## TOWN OF RIVERHEAD

Resolution # 751

### APPOINTS POLICE OFFICERS TO THE POLICE DEPARTMENT

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

**WHEREAS**, the Suffolk County Department of Civil Service established List #03-5002-001 Police Officer OC on November 28, 2003; and

**WHEREAS**, extensive background investigations and personal interviews were conducted by the Suffolk County and Riverhead Town Police Departments to establish two (2) individuals eligible for hire by the Town of Riverhead Police Department.

**NOW, THEREFORE, BE IT RESOLVED**, effective August 2, 2005, Dino J. Isgro and Christopher T. Parkin are hereby appointed to the position of Police Officer; and

**BE IT FURTHER RESOLVED**, that Dino J. Isgro is hereby placed on a leave of absence until the commencement of the next scheduled recruit police officer training session of the Suffolk County Police Academy. On that day, the above-named individual will become a Probationary Police Officer of the Town of Riverhead Police Department as long as he still meets the requirements for employment; and

**BE IT FURTHER RESOLVED**, that the period of time from August 2, 2005 to the start of the next scheduled recruit training session will not be considered part of Dino J. Isgro's probationary employment; and

**BE IT FURTHER RESOLVED**, that the Town Clerk is hereby directed to forward a copy of this resolution to Dino J. Isgro, Christopher T. Parkin, the Chief of Police and the Office of Accounting.

THE VOTE

Bartunek	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no	Sanders	<input checked="" type="checkbox"/> <i>abstain</i>	<input type="checkbox"/> no
Blass	<input checked="" type="checkbox"/> <i>absent</i>	<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

8/2/05

# Adopted

## TOWN OF RIVERHEAD

Resolution # 752

### APPOINTS INTERPRETER FOR POLICE DEPARTMENT AND JUSTICE COURT

**COUNCILWOMAN SANDERS**

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

**COUNCILMAN BARTUNEK**

**WHEREAS**, the Town, in connection with its municipal operations, requires services consisting of the following: Language Translation; and

**WHEREAS**, Zyta Piegari, Contractor, is willing to provide the following services to the Town:

Description of Services:	Language Translation – Spanish
Date(s) and Hours of Service:	On – call, Flexible

**NOW THEREFORE BE IT HEREBY RESOLVED**, that the Supervisor is hereby authorized to execute the attached Agreement in connection with interpreter services of the aforementioned individual; and be it further

**RESOLVED**, that the Town Clerk is hereby directed to forward a certified copy of this resolution to Zyta Piegari, 245 Washington Avenue, P.O. Box 202, Jamesport, New York, 11947; Police Chief David Hegermiller; Justice Richard Ehlers; Justice Allen Smith; the Office of Accounting and the Town Attorney's Office.

#### THE VOTE

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

THE RESOLUTION  WAS  WAS NOT THEREFORE DULY ADOPTED

## AGREEMENT

BETWEEN, **THE TOWN OF RIVERHEAD**, a municipal corporation with offices at 200 Howell Avenue, Riverhead, New York, hereinafter referred to as "**TOWN**" and **ZYTA PIEGARI**, residing at 245 Washington Avenue, P.O. Box 202, Jamesport, New York, 11947, hereinafter referred to as "**CONTRACTOR**".

### WITNESSETH

**WHEREAS**, the Town, in connection with its municipal operations, requires services consisting of the following: Language Translation; and

**WHEREAS**, the contractor is willing to provide the following services to the Town:

Description of services:	Language Translation – Spanish
Date(s) and Hours of Services:	On-call, Flexible

**IT IS HEREBY AGREED**, by the Town and Contractor as follows:

1. That Contractor shall provide and fully perform to the Town's satisfaction the aforementioned services to the Town on the date(s) and times(s) stated above.
2. In return for Contractor's services, the Town shall pay Contractor as follows: The sum of Fifty (\$50.00) Dollars for the first (1<sup>st</sup>) hour of service and Thirty-Five (\$35.) Dollars for each hour, or part thereof, thereafter. That sum shall be payable after the Contractor performs the services described for the Town and after contractor has filed with the Town of Riverhead, vouchers and any other documents reasonably required for payment.

Dated: Riverhead, New York  
August , 2005

### TOWN OF RIVERHEAD

By: \_\_\_\_\_  
PHILIP CARDINALE  
Town Supervisor

### CONTRACTOR

By: \_\_\_\_\_  
ZYTA PIEGARI

8/2/05

Adopted

TOWN OF RIVERHEAD

Resolution # 753

APPOINTS A P/T RECREATION AIDE / SKATEPARK  
TO THE RIVERHEAD RECREATION DEPARTMENT

COUNCILMAN BARTUNEK offered the following resolution,

which was seconded by COUNCILWOMAN SANDERS

**RESOLVED**, that James Marengo is hereby appointed to serve as a P/T Recreation Aide/Skate Park Level III effective August 3, 2005 to serve as needed on an at-will basis and to be paid at the rate of \$8.75 per hour, and to serve at the pleasure of the Town Board; and

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

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

**BE IT FURTHER, RESOLVED**, that the Town Board hereby authorizes the Town Clerk to forward this Resolution to the Recreation Department and the Office of Accounting.

1

**THE VOTE**

Bartunek  yes  no Sanders  yes  no  
 Blass  yes  no Densieski  yes  no  
 Cardinale  yes  no

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

<sup>1</sup> Rec. Colleen/ Res James Marengo Rec Aide Skatepark

# Adopted

AUGUST 2, 2005

## TOWN OF RIVERHEAD

### AUTHORIZES TOWN CLERK TO PUBLISH AND POST TOWN OF RIVERHEAD NOTICE TO BIDDERS

RESOLUTION # 754

COUNCILWOMAN SANDERS

offered the following resolution,

which was seconded by COUNCILMAN DENSIESKI

**BE IT, RESOLVED**, that the Town Clerk be and is hereby authorized to publish and post the Town of Riverhead Notice to Bidders, as attached, for the year commencing January 1, 2006.

### THE VOTE

Bartunek  Yes  No

Sanders  Yes  No

Blass  Yes  No

Densieski  Yes  No

Cardinale  Yes  No

*Absent*

TOWN OF RIVERHEAD NOTICE TO BIDDERS

**RESIDENTIAL SOLID WASTE COLLECTION AND DISPOSAL SERVICES**  
**Riverhead Refuse and Garbage District**  
**Commencing January 1, 2006**

Sealed bids will be received until 4:00 P.M. on September 15, 2005, by the Town Clerk, 200 Howell Avenue, Riverhead, New York, 11901, for the collection, removal and disposal of solid waste from residential dwelling units in each of six (6) Contract Bid Areas commencing January 1, 2006. The contracts will be bid in the alternative, one alternative will be for a contract period of five (5) years and the other alternative will be for a period of three (3) years. The bids will be publicly opened and read aloud by the Town Clerk in the meeting room in Town Hall immediately after 4:00 p.m. on September 15, 2005.

Bid packages may be obtained on or after August 3, 2005, at the Town Clerk's Office between the hours of 9:00 a.m. and 4:30 p.m. Monday through Friday.

Each bid must be submitted on the forms furnished by the Town of Riverhead with the bid package. Each envelope containing a bid must be sealed and must clearly show the name and address of the bidder and the letter designation of the contract Bid Area which the bid applies and must state:

**BID FOR COLLECTION AND DISPOSAL OF SOLID WASTE**

Each bid must be accompanied by a certified check or bid bond conforming to the bid bond form set forth in the bid documents in a sum not less than Five per cent (5%) of the bid price for 2006 and payable to the "Town of Riverhead". Failure or refusal to execute the Contract and deliver the required performance security and insurance certificates, within twenty (20) days after award of contract, will result in forfeiture of the check or bid bond as liquidated damages for abandoning the Contract.

A separate bid and bid security must be submitted for each Contract Bid Area within the Riverhead Refuse and Garbage District. The bid package will be annexed to and made a part of the executed Contract.

The Town of Riverhead reserves the right to reject any or all bids, to waive irregularities and/or informalities in any bid, and to make an award in any manner consistent with law, deemed in the best interest of the Town, including limiting the number of Contract Bid Areas awarded to any one bidder.

Dated at: Riverhead, New York  
August 2, 2005.

BY ORDER OF THE TOWN BOARD OF THE TOWN OF RIVERHEAD  
Barbara Grattan, Town Clerk

Adopted

August 2, 2005

TOWN OF RIVERHEAD

ACCEPTS RESIGNATION OF ASSISTANT ADULT DAY CARE SUPERVISOR

RESOLUTION # 755

COUNCILMAN DENSIESKI

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

which was seconded by COUNCILMAN BARTUNEK.

**WHEREAS**, Lisa Fuhlbrugge has notified the personnel committee of her resignation from the position of Assistant Adult Day Care Supervisor in the Nutrition Department , effective May 1, 2005.

**NOW, THEREFORE, BE IT RESOLVED**, that this Town Board hereby accepts the resignation of Lisa Fuhlbrugge.

**BE IT FURTHER, RESOLVED**, that the Town Clerk be, and is hereby, directed to forward a Copy of this Resolution to Lisa Fuhlbrugge, the Nutrition Department, the Supervisor's Office and the Office of Accounting.

THE VOTE

Bartunek  Yes  No

Sanders  Yes  No

Blass  Yes  No

Densieski  Yes  No

Cardinale  Yes  No

*absent*

August 2, 2005

Adopted

TOWN OF RIVERHEAD

SCAVENGER WASTE DISTRICT

BUDGET ADJUSTMENT

RESOLUTION # 756

COUNCILMAN BARTUNEK

offered the following resolution,

which was seconded by COUNCILWOMAN SANDERS

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

	<u>FROM</u>	<u>TO</u>
128.081890.541416 Equip Repair & Maintenance	2100	
128.081890.524900 Misc. Equipment		2100

**THE VOTE**

Bartunek  Yes  No  
 Sanders  Yes  No  
 Blass  Yes  No *absent*  
 Densieski  Yes  No  
 Cardinale  Yes  No

August 2, 2005

Adopted

TOWN OF RIVERHEAD

GENERAL FUND

BUDGET ADJUSTMENT

RESOLUTION # 757

COUNCILWOMAN SANDERS

offered the following resolution,

which was seconded by COUNCILMAN DENSIESKI

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

		<u>FROM</u>	<u>TO</u>
001.014200.543400	Town Attorney, Education	500	
001.014200.524380	Town Attorney, Office Equipment	500	
001.014200.542802	Town Attorney, Books		1000
001.000000.390599	Appropriated Fund Balance	10,000	
001.010100.542607	Town Board, Ord Codification		10,000
001.013100.543400	Finance, Education	500	
001.013100.543920	Finance, Counseling Services (EAP)		500

THE VOTE

Bartunek  Yes  No

Sanders  Yes  No

Blass  Yes  No

Densieski  Yes  No

Cardinale  Yes  No

Adopted

8/2/05

TOWN OF RIVERHEAD

Resolution # 758

**ADOPTS A LOCAL LAW TO AMEND CHAPTER 101 ENTITLED "VEHICLES & TRAFFIC" OF THE RIVERHEAD TOWN CODE (101-10 - PARKING PROHIBITED)**

COUNCILMAN DENSIESKI offered the following resolution, was seconded by

COUNCILMAN BARTUNEK :

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

**WHEREAS**, a public hearing was held on the 7th day of June, 2005 at 7:20 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.

**WHEREAS**, the local law proposed will serve as an acceptable interim solution pending ongoing investigation and implementation of other more promising permanent resolutions.

**NOW THEREFORE BE IT RESOLVED**, that the local law amending Chapter 101 entitled, "Vehicles & Traffic" 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 is hereby authorized to publish the attached notice of adoption once in the Traveler Watchman 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 Highway Department; the Police Department and the Office of the Town Attorney.

THE VOTE

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

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

**TOWN OF RIVERHEAD  
NOTICE OF ADOPTION**

**PLEASE TAKE NOTICE**, that the Town Board of the Town of Riverhead adopted a local law amending Chapter 101 entitled, "Vehicles & Traffic" of the Riverhead Town Code at its regular meeting held on August 2, 2005. **Be it enacted** by the Town Board of the Town of Riverhead as follows:

**Vehicles and Traffic  
Article V  
Parking, Standing and Stopping**

**§ 101-10. Parking prohibited.**

The parking of vehicles is hereby prohibited in the locations as follows:

<b>Name of Street</b>	<b>Side</b>	<b>Location</b>
<u>Roanoke Avenue</u>	<u>East</u>	<u>Beginning at its intersection of the northerly curb line of East Main Street in a northerly direction approximately 100 feet.</u>

Dated: Riverhead, New York  
August 2, 2005

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

**BARBARA GRATTAN, Town Clerk**

\* Underline represents addition(s)

08/02/05

Adopted

TOWN OF RIVERHEAD

Resolution # 759

**ADOPTS A LOCAL LAW TO AMEND CHAPTER 101 OF THE RIVERHEAD TOWN CODE ENTITLED "VEHICLES AND TRAFFIC" (101-18 Seasonal parking prohibited)**

COUNCILMAN BARTUNEK offered the following resolution,

which was seconded by COUNCILWOMAN SANDERS :

**WHEREAS**, the Town Clerk was authorized to publish and post a public notice to hear all interested persons to consider a local law to amend Chapter 101 of the Riverhead Town Code entitled "Vehicles & Traffic" (101-18 Seasonal parking prohibited); and

**WHEREAS**, a public hearing was held on the 19<sup>th</sup> day of July, 2005 at 7:15 o'clock p.m. at the Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, the date, time and place specified in said public notice, and all persons wishing to be heard were heard; and

**NOW THEREFORE BE IT RESOLVED**, that a local law to amend Chapter 101 of the Riverhead Town Code entitled "Vehicles & Traffic" (101-18 Seasonal parking prohibited) 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 Traveler Watchman, the newspaper hereby designated as the official newspaper for this purpose, and also to cause a copy of the same to be posted on the sign board of the Town; and be it further

**RESOLVED**, that the Town Clerk be and is hereby directed to forward a copy of this resolution to the Riverhead Traffic Safety Committee; Councilperson George Bartunek; the Riverhead Police Department; the Riverhead Highway Department; the Riverhead Recreation Department; Kenneth Testa, P.E. and the Office of the Town Attorney.

THE VOTE

Bartunek  yes  no Sanders  yes  no  
Blass  yes  no Densieski  yes  no  
Cardinale  yes  no

THE RESOLUTION  WAS  WAS NOT THEREFORE DULY ADOPTED

**TOWN OF RIVERHEAD  
NOTICE OF ADOPTION**

**PLEASE TAKE NOTICE** that the Town Board of the Town of Riverhead adopted a local law to amend Chapter 101 of the Riverhead Town Code entitled "Vehicles & Traffic" (101-18 Seasonal parking prohibited) at its regular meeting held on August 2, 2005 as follows:

CHAPTER 101

VEHICLES AND TRAFFIC

§ 101-18. Seasonal parking prohibited.

A. Notwithstanding § 101-12 and subject to § 101-10, the parking of vehicles is hereby prohibited annually from May 15 through September 15 upon the following described streets or portions thereof, except for vehicles of Riverhead residents displaying a valid resident parking permit pursuant to § 48-13:

Street	Side	Location
Center Street	West	Beginning at the south side of the Second Street intersection and thence southerly to the northerly side of Front Street at the Front Street intersection with Center Street
Front Street	South	The entire southerly side of Front Street to the westerly intersection of Green Street
Green Street	West	Beginning at the south side of Second Street intersection and running thence southerly to the northerly side of the intersection with Front Street
Point Street	West	Beginning at the south side of the Second Front Street intersection and thence southerly to the southerly terminus of Point Street
South Jamesport Avenue	West	Beginning at the south side of the Second Front Street intersection and thence southerly to the southerly terminus of South Jamesport

Avenue

~~West Street~~ ~~West~~ Beginning at the south side of the  
~~Second Street~~ intersection and  
thence southerly to the southerly  
terminus of West Street

Willow Street West Beginning at the south side of the  
Second Front Street intersection and  
thence southerly to the southerly  
terminus of Willow Street

Dated: Riverhead, New York  
August 2, 2005

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

**BARBARA GRATTAN, Town Clerk**

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

# Adopted

08/02/05

TOWN OF RIVERHEAD

Resolution # 760

**ADOPTS A LOCAL LAW TO AMEND CHAPTER 101 OF THE RIVERHEAD TOWN CODE ENTITLED "VEHICLES AND TRAFFIC" (ARTICLE IX RECREATIONAL MOTOR VEHICLES)**

COUNCILWOMAN SANDERS offered the following resolution,

which was seconded by COUNCILMAN BARTUNEK :

**WHEREAS**, the Town Clerk was authorized to publish and post a public notice to hear all interested persons to consider a local law to amend Chapter 101 of the Riverhead Town Code entitled "Vehicles and Traffic" (ARTICLE IX RECREATIONAL MOTOR VEHICLES); and

**WHEREAS**, a public hearing was held on the 19th day of July, 2005 at 7:40 o'clock p.m. at the Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, the date, time and place specified in said public notice, and all persons wishing to be heard were heard; and

**NOW THEREFORE BE IT RESOLVED**, that a local law to Chapter 101 of the Riverhead Town Code entitled "Vehicles and Traffic" (ARTICLE IX RECREATIONAL MOTOR VEHICLES) 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 Traveler Watchman, the newspaper hereby designated as the official newspaper for this purpose, and also to cause a copy of the same to be posted on the sign board of the Town; and be it further

**RESOLVED**, that the Town Clerk be and is hereby directed to forward a copy of this resolution to the Town Police Department; Bay Constable; Code Enforcement and the Town Attorney.

**THE VOTE**

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

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

**TOWN OF RIVERHEAD  
NOTICE OF ADOPTION**

**PLEASE TAKE NOTICE** that the Town Board of the Town of Riverhead adopted a local law to amend Chapter 101 of the Riverhead Town Code entitled "Vehicles and Traffic" (ARTICLE IX RECREATIONAL MOTOR VEHICLES) at its regular meeting held on August 2, 2005.

CHAPTER 101

VEHICLES AND TRAFFIC

**ARTICLE IX RECREATIONAL MOTOR VEHICLES**

**§ 101-38. Purpose.**

The Town Board of the Town of Riverhead recognizes the potential adverse impact the negligent use of recreational motor vehicles, especially, but not limited to all-terrain vehicles (ATV's) has on the general peace, welfare, and good order of the residents of the town. The Town Board further realizes the potential for such negligence to damage public and private property. Therefore, the Town Board deems it appropriate to control the use of recreational motor vehicles as set forth herein.

**§ 101-39. Definitions.**

In this chapter, unless the context requires otherwise, the following terms shall have the meanings indicated:

RECREATIONAL MOTOR VEHICLE — Includes off-road motorcycles, mini-bikes, trail bikes, motorbikes, trikes, quads, and other self-propelled two, three, and four-wheeled vehicles or any other vehicle manufactured for sale for operation primarily on off-highway trails or off-highway competitions and only incidentally operated on public highways, provided that such vehicle does not exceed 60 inches in width or 800 pounds dry weight; provided, however, that this definition shall not include a snowmobile or other self-propelled vehicle manufactured for off-highway use which utilizes the endless belt tread.

OPERATOR — The individual person operating the recreational vehicle, whether or not he or she is the owner of the recreational vehicle.

OPERATE -- To ride in or on, other than as a passenger, or use or control the operation of a recreational motor vehicle in any manner, whether or not said recreational vehicle is under way.

PUBLIC PROPERTY — All sidewalks, easements or other areas dedicated or commonly used by the public, as well as all lands in which title is vested in the Town of Riverhead, other political subdivisions or agencies or public authorities thereof, located within the Town of Riverhead, but not including public highways.

**§ 101-40. Restrictions.**

No person shall drive, operate, ride upon or suffer or permit to be driven or operated or ridden upon any recreational motor vehicle as defined in this chapter under any of the following circumstances:

- A. On the private property of another without the express prior written consent of the owner or the occupant of such property or verbal consent if in the presence of said owner or occupant. Such consent may be revoked at any time by the grantor thereof. Where express prior written consent has been obtained, the operator shall keep such consent on his person and available for immediate display at all times during the period of such operation. Such express prior written consent shall not be deemed a consent hereunder as to any person whose name is not set forth therein. Such consent must show an official stamp of the Town Clerk and a copy thereof be filed in the Clerk's office. No consent shall be deemed effective until said filing is accomplished. Failure to produce such express prior written consent upon demand therefor by any peace or police officer shall be presumptive evidence that such consent has not been given or received.
- B. On any public grounds or property within the Town of Riverhead.
- C. In such manner as to violate Chapter 81 – Noise Control of the Town Code of the Town of Riverhead. No person shall operate a recreational motor vehicle before the hour of 9:00 a.m. or after sunset.
- D. In a careless, reckless or negligent manner.
- E. In any environmentally sensitive area regulated under Chapter 12 - Coastal Erosion Hazard Areas, Chapter 107 - Tidal And Freshwater Wetlands, or Chapter 108, Article XXXV – Pine Barrens Overlay District of the Town Code of the Town of Riverhead.
- F. Without having attained the age of 18, or if under 18, without the accompaniment of a parent or guardian who has attained the age of 18.

**§ 101-41. Penalties for offenses.**

- A. For a first conviction, a fine of \$250.
- B. For a second conviction, a fine of \$500.
- C. For a third and subsequent conviction, a fine of \$1000.
- D. A recreational motor vehicle may be immediately impounded if it is being used in a manner which can be considered a violation of this chapter. Such impounded recreational motor vehicle shall be stored by the pertinent police department or enforcement agency pending the identification of the owner as registered with the

New York State Department of Motor Vehicles. Such titled owner shall be sent notice of such impoundment at the address on file with the New York State Department of Motor Vehicles by certified mail within five days after the impoundment. The law enforcement agency shall not be liable for any damages arising out of the provision of an erroneous name or address of such owner. The owner of the recreational motor vehicle utilized in violation of this article may redeem the same upon satisfactory proof of ownership and payment of a redemption fee of \$500 in addition to all applicable impound and storage fees. Such impounded recreational motor vehicle may only be released to the owner of the recreational motor vehicle or to his or her agent as evidenced by a written, notarized agent agreement or duly executed power of attorney.

- E. If a person having two or more convictions under this chapter is issued a subsequent citation for violating this chapter, the recreational motor vehicle noted in the citation shall be immediately impounded. Such impoundment shall follow the procedures set forth in subsection (D) above.
- F. The parent or legal guardian, other than a state or legal social services department foster parent having custody, of any unemancipated person under the age of eighteen (18) years of age found guilty of a violation of this law shall be responsible for the payment of the fine imposed by a Court of competent jurisdiction for such violation. In no event shall it be a defense that the parent or legal guardian has exercised due diligent supervision over the activities of the person under the age of eighteen (18) years of age.

**101-42. Enforcement.**

The provisions of the Code shall be enforced by any Police Officer, Peace Officer, Bay Constable, Fire Marshal, or Code Enforcement Officer.

Dated: Riverhead, New York  
August 2, 2005

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

**BARBARA GRATTAN, Town Clerk**

\* Underline represents addition(s)

8/2/05

# Adopted

## TOWN OF RIVERHEAD

Resolution # 761

### ADOPTS A LOCAL LAW AMENDING CHAPTER 108 ENTITLED, "ZONING" OF THE RIVERHEAD TOWN CODE (COMMERCIAL DISTRICTS SCHEDULE OF DIMENSIONAL REGULATIONS)

COUNCILMAN BARTUNEK 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 19<sup>th</sup> day of July, 2005 at 7:10 o'clock p.m. at Town Hall, 200 Howell Avenue, Riverhead, New York, the date, time and place specified in said public notice, and all persons wishing to be heard were heard.

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

**RESOLVED**, that the Town Clerk be and is hereby authorized to publish the attached notice of adoption once in the Traveler Watchman, 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**

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

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

**TOWN OF RIVERHEAD  
NOTICE OF ADOPTION**

**PLEASE TAKE NOTICE**, that the Town Board of the Town of Riverhead adopted a local law amending Chapter 108 entitled, "Zoning" of the Riverhead Town Code at its regular meeting held on August 2, 2005. **Be it enacted** by the Town Board of the Town of Riverhead as follows:

Commercial Districts Schedule of Dimensional Regulations

Amended 10-5-2004, 10-12-2004, 10-21-2004, 11-3-2004, 11-16-2004 by L.L. Nos. --2004

Zoning Use District	Building lot coverage (footprint)				Floor area ratio (FAR)				Side yards, interior lots			Side yards, corner lots			
	Min. lot area width at front (square feet)	Max. lot area without sewer (%)	Max. with Transfer of Develop. Rights (%)	Maximum height of buildings (feet)	Maximum without sewer	Maximum with sewer	Maximum with Transfer of Develop. Rights	Minimum front yard depth (feet)	Min. depth for each side (feet)	Min. combined depth for 2 sides (feet)	Min. depth facing side street (feet)	Min. depth for 2 sides (feet)	Min. combined depth for 2 sides (feet)	Min. depth facing side street (feet)	Min. combined depth for 2 sides (feet)
Downtown Center 1: Main Street (DC-1)	5,000	80	100	60 (N10)	NA	4.00	5.00	0	0	0	0	0	0	0	0
Downtown Center 2: Waterfront (DC-2)	5,000	NA	NA	35	NA	1.25	NA	15	15	30	15	30	15	30	100
Downtown Center 3: Office (DC-3)	5,000	NA	NA	80	35	1.50	NA	15 (N3)	10	20	10	20	10	20	25
Downtown Center 4: Office / Residential Transition (DC-4)	5,000	NA	NA	60	35	1.00	NA	15 (N3)	10	20	10	20	10	20	25
Downtown Center 5: Residential (DC-5)	5,000	NA	NA	60	35	0.70	NA	15 (N3)	10	20	10	20	10	20	25
Hamlet Center (HC)	5,000	35	NA	60	35	0.50	NA	25	15	30	25	30	25	50	50
Village Center (VC)	5,000	80	NA	100	35	1.00	NA	10	0	0	10	20	10	20	25
Business Center (BC)	20,000	15	20	30	75	0.20	0.60	50 (N4)	15	30	25	40	25	40	25
Shopping Center (SC)	40,000	15	20	30	75	0.20	0.30	50 (N4)	25	50	25	50	25	50	50
Destination Retail Center (DRC) (N4)	40,000	10	15	30	75	0.20	0.60	50 (N5)	25	50	25	50	25	50	50
Commercial/Residential Campus (CRC) (N7) (N9) (N11)	40,000	20	25	NA	60	0.50	NA	30	15	30	25	40	25	40	50
Retail Corridor (RLC)	40,000	10	10	NA	25	0.10 (N9)	NA	50	25	50	50	100	50	100	50
Business CTR	40,000	200	15	NA	75	0.20	NA	30	25	50	30	60	25	60	25
Tourism/Resort Campus (TRC)	80,000	200	8	NA	25	0.15	NA	100	30	60	100	NA	100	NA	100
Industrial A (IA)	80,000	300	40	NA	70	0.40	NA	100	50	100	50	100	50	100	75
Manufacturers Outlet Center	120,000	200	10	30	75	0.20	0.60	50 (N5)	25	50	25	50	25	50	50

NOTES:

- N1: Maximum height for residential uses shall be thirty-five (35) feet.
- N2: Not to exceed five (5) stories.
- N3: Front porches may extend up to five (5) feet into the front yard, provided that they are at least five (5) feet back from the front property line.
- N4: Thirty-five (35) feet of the front yard in the DC and SC Zoning Use District shall remain unoccupied as landscaped area with the exception of free-standing signs and access driveways.
- N5: Fifty (50) feet of the front yard in the DRC Zoning Use District shall remain unoccupied as landscaped area with the exception of free-standing signs and access driveways.
- N6: Preservation credits may be used to increase the height to fifty (50) feet.
- N7: The minimum floor area of a townhouse shall be 700 square feet.
- N8: Two-family residences shall require a lot of 40,000 square feet and shall employ the use of one (1) Preservation Credit for the second dwelling unit.
- N9: The Floor Area Ratio (FAR) for retail stores or shops shall be calculated utilizing the footage along the major arterial highway to a depth of no more than 500 linear feet.
- N10: Not to exceed two (2) stories.
- N11: Residential setbacks shall be calculated at one (1) dwelling unit per 40,000 sq. ft. of lot area with the exception to meet the relevant floor area ratio and setback requirements of one (1) transferred development right per additional dwelling unit.

Dated: Riverhead, New York  
August 2, 2005

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

**BARBARA GRATTAN, Town Clerk**

- Underline represents addition(s)

Adopted

08/02/05

TOWN OF RIVERHEAD

Resolution # 762

**ADOPTS A LOCAL LAW TO AMEND CHAPTER 108 OF THE RIVERHEAD TOWN CODE ENTITLED "Zoning" (§108-211 through 221 WIRELESS COMMUNICATIONS TOWERS AND ANTENNAS)**  
**COUNCILMAN DENSIESKI**

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

**COUNCILWOMAN SANDERS**

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

**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 of the Riverhead Town Code entitled, "Zoning" (§108-211 through 108-221); and

**WHEREAS**, a public hearing was held on the 29<sup>th</sup> day of June, 2005 at 3:00 o'clock p.m. at the Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, the date, time and place specified in said public notice, and all persons wishing to be heard were heard; and

**NOW THEREFORE BE IT RESOLVED**, that a local law to amend Chapter 108 of the Riverhead Town Code entitled, "Zoning" (§108-211 through 108-221) 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 Traveler Watchman, the newspaper hereby designated as the official newspaper for this purpose, and also to cause a copy of the same to be posted on the sign board of the Town; and be it further

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

**THE VOTE**

Bartunek  yes  no Sanders  yes  no  
Bless  yes  absent 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 to amend Chapter 108 of the Riverhead Town Code entitled, "Zoning" (§108-211 through 221 WIRELESS COMMUNICATIONS TOWERS AND ANTENNAS) at its regular meeting held on August 2, 2005.

A copy of the entire text of the proposed local law may be reviewed at the Office of the Town Clerk, 200 Howell Avenue, Riverhead, New York, between the hours of 8:30 a.m. and 4:30 p.m., Monday through Friday.

Dated: Riverhead, New York  
August 2, 2005

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

**BARBARA GRATTAN, Town Clerk**

## CHAPTER 108

### ZONING

#### ARTICLE XLI, Wireless Communications Towers and Antennas.

##### § 108-211. Purpose.

In recognition of advancing technology and the increasing demand for the installation of wireless communication tower(s) and/or facilities within the Town, the Town Board of the Town of Riverhead hereby determines that it is in the public interest to specifically regulate the siting and installation of such facilities within the Town in order to protect the public health, safety and welfare. The purpose of this article is to establish standards for the siting of wireless communications towers and antennas in order to protect residential areas and land uses from potential adverse impacts of towers and antennas; encourage the location of towers in nonresidential areas; minimize the total number of towers throughout the Town; encourage the joint use of new and existing tower sites as a primary option rather than construction of additional single-use towers; encourage users of towers and antennas to locate them, to the extent possible, in areas where the adverse impact on the surrounding community is minimal; encourage users of towers and antennas to configure them in a way that minimizes the adverse visual impacts of the towers and antennas through careful design, siting, landscape screening and innovative camouflaging techniques; enhance the ability of the providers of telecommunications services to provide such services to the community quickly, effectively and efficiently; consider the impacts upon the public health and safety of communication towers; and avoid potential damage to adjacent and/or nearby properties from tower failure through appropriate engineering and careful siting of tower structures and/or facilities. In furtherance of the aforementioned objectives, the Town Board shall give due consideration to the Town's Comprehensive Plan, existing land uses and development and environmentally sensitive areas, and other appropriate factors in approving sites for the location of towers and antennas and/or facilities. These standards are not intended to prohibit or have the effect of prohibiting the provision of personal wireless services nor shall they be used to unreasonably discriminate among providers of functionally equivalent services consistent with current federal regulations.

##### § 108-212. Definitions.

As used in this article, the following terms shall have the meanings set forth below:

ACCESSORY FACILITY -- A building or structure that serves the principal use, which is subordinate in area, extent and purpose to the principal use and is located on the same lot as the principal use. Examples of such facilities include transmission equipment and storage sheds.

ALTERNATIVE TOWER STRUCTURE -- Man-made trees, clock towers, bell steeples, light poles and similar alternative-design mounting structures that camouflage or conceal the presence of antennas or towers.

ANTENNA -- Any exterior transmitting or receiving device mounted on a tower, building or structure and used in communications that radiate or capture electromagnetic waves, digital signals, analog signals, radio frequencies (excluding radar signals), wireless telecommunications signals or other communication signals.

FAA -- The Federal Aviation Administration.

FCC -- The Federal Communications Commission.

HEIGHT -- When referring to a tower or other structure, the distance measured from the finished mean grade of the parcel to the highest point on the tower or other structure, including the base pad and any antenna.

PREEXISTING TOWERS AND PREEXISTING ANTENNAS -- Any tower or antenna for which a building permit or special use permit has been properly issued prior to the effective date of this article, including permitted towers or antennas that have not yet been completed or constructed so long as such approved permit(s) is current and unexpired, or any tower which is existing and has a certificate of compliance.

TELECOMMUNICATION TOWER -- Any structure is designed and constructed primarily for the purpose of supporting one or more antennas for telephone, radio and similar communication purposes, including self-supporting lattice towers, guyed towers or monopole towers. The term includes radio and television transmission towers, microwave towers, common-carrier towers, cellular telephone towers, alternative tower structures and similar structures. The term includes the structure and any support thereto.

§ 108-213. Applicability.

A. No transmission tower shall hereafter be used, erected, moved, reconstructed, changed, altered or modified to serve as a transmission tower without the issuance of a special use permit(s) by the Town Board in conformity with the requirements of this article.

B. ~~Towers shall only be specially permitted within the following zoning classification districts: Agriculture A, Business A, Business F, Industrial A, Industrial B, Industrial C, Recreational and Defense Institutional~~ be permitted by special permit only in the following zoning use districts: APZ, PIP, PRP, RFC, DRC, SC, BC, CRC, IA, IC, RLC, TRC, but shall not be permitted in whole or in part on any property used for residential purposes.

C. New towers and antennas. All new towers and antennas in the Town shall be subject to these regulations, except as otherwise provided hereinbelow.

D. Exceptions. The requirements set forth in this article shall not be applicable to:

(1) Amateur radio operators' antennas and/or towers not exceeding 50 feet in height, which are owned and operated by a federally licensed amateur radio operator and which are located upon property that is the principal place of business or primary residence of the amateur radio operator.

(2) Preexisting towers or antennas.

§ 108-214. General provisions.

- A. Principal and accessory use. Antennas and towers may be considered either principal or accessory uses.
- B. Lot size. For purposes of determining whether the installation of a tower or antenna complies with zoning district regulations, the entire lot shall control, even though the antennas or towers may be located on leased parcels within such lots.
- C. Inventory of existing sites. Each applicant for an antenna and/or tower shall provide to the Town Board an inventory of its existing towers, antennas or sites approved for towers or antennas that are either within the jurisdiction of the Town or within one mile of the border thereof, including specific information about the location, height and design of each tower. The Town Board may share such information with other applicants applying for administrative approvals or special use permits under this section or other organizations seeking to locate antennas within the jurisdiction of the Town. The Town Board, by sharing such information, shall not be deemed to be in any way representing or warranting that such sites are available or suitable.
- D. Aesthetic requirements. All towers and antennas shall comply with the following requirements:
- (1) Towers shall be a neutral color so as to reduce visual obtrusiveness.
  - (2) At a tower site, the design of the buildings and related structures shall, to the extent practicable, use materials, colors, textures, screening and landscaping that will blend them into the natural setting and surrounding buildings.
  - (3) If an antenna is installed on a structure other than a tower, the antenna and supporting electrical and mechanical equipment must be of a neutral color that is identical to or closely compatible with the color of the supporting structure so as to make the antenna and related equipment as visually unobtrusive as practicable.
  - (4) Lighting. Towers shall not be artificially lighted, unless required by the FAA or other applicable authority. If required, the lighting shall be designed to minimize to the maximum extent practicable the resultant disturbance to the surrounding views and properties.
- E. Signs. No signs shall be permitted on an antenna or tower.
- F. Multiple antenna/tower plan. Users of towers and/or antennas submitting a single application for the approval of multiple towers and/or antenna sites shall be given priority status in the review process.

§ 108-215. Permitted uses; determination by Building Department; appeal.

- A. Permitted uses. The following uses are deemed to be permitted uses and shall be subject to site plan approval but shall not be subject to a special use permit:
- (1) Antennas to be located on towers on property owned, leased or otherwise controlled by the Town of Riverhead or one of its special districts, provided that said property is subject to a license or lease authorizing such antenna which shall be approved by the Town Board, and provided that such towers or antennas comply with the written regulations promulgated by the Town Board.
  - (2) Lawful or approved towers and antennas, which existed prior to the effective date of this article, except that any and all additions or expansions to existing towers and/or or antennas shall be subject to the requirements of this section and article.
  - (3) The location of additional new antennas on existing towers, so long as the same are in compliance with the following:

(a) A tower which is modified or reconstructed to accommodate the collocation of an additional antenna shall be of the same tower type as the existing tower, unless the Building Department in its discretion shall permit reconstruction as a monopole.

(b) Height. An existing tower may be modified or rebuilt with no additional separation to a greater height over the tower's existing height, in order to accommodate the collocation of a single additional antenna.

B. Information required for applications for approval by the Building Department:

(1) All information required under Chapter 52 of the Town Code.

(2) An application form as approved by the Building Department.

C. The Building Department shall make a final determination to grant, grant with modifications and/or conditions and/or covenants or deny the application submitted pursuant to this section.

D. The Zoning Officer within the Building Department may, in making said determination:

(1) Permit the reconstruction of any existing tower to monopole construction to encourage the use of monopoles.

(2) At his/her sole discretion, may refer any application to the Zoning Board of Appeals.

E. Upon a final determination by the Zoning Officer within the Building Department to deny, modify and/or impose conditions and/or covenants upon an application, the applicant may appeal to the Zoning Board of Appeals within 60 days of the final determination.

§ 108-216. Uses subject to special permits: requirements.

A. Unless otherwise permitted by this article, the construction of new communications towers and/or the installation of antennas shall be permitted upon the issuance of a special permit by the Town Board, subject to the following:

(1) Applications for special use permits under this section shall be subject to the provisions of § 108-3 of the Code of the Town of Riverhead as specifically set forth therein under "special permits," except as otherwise modified in this article.

(2) A certification, by an engineer licensed by the State of New York, that the towers/antennas meet or exceed current standard regulations of the FAA, the FCC and any other state or federal agency<sup>4</sup> having authority to regulate towers or antennas. Any information of an engineering nature that the applicant submits, whether civil, mechanical or electrical, shall be certified by a New York State licensed professional engineer.

(3) A nonrefundable fee of \$500.

B. Special permit requirements for towers/antennas.

(1) Information required. Applications for a special use permit for a tower shall include the following:

(a) A scaled site plan which meets all the requirements of § 108-128 of this chapter.

(b) Setback distance between the proposed tower and:

[1] Each property line.

[2] Any existing residential dwelling(s) located on the same parcel or any adjoining parcels.

[3] The property line of any parcel that is located in a zoning district that permits a residential use that is within 2,500 feet of the subject parcel.

[4] All other structures located on the same property or any adjoining parcels.

[5] Any existing tower(s) within 25,000 feet.

(c) Separation distance(s) from other towers described in the inventory of existing sites submitted with the application shall be shown on an updated site plan or map, identification of the type of construction of the existing tower(s) and the owner/operator of any existing tower(s), if known.

(d) A written description of the application's compliance with all applicable requirements of this article and with all applicable federal, state and local laws.

(e) A notarized statement by the applicant as to whether construction of the tower will accommodate collocation of additional antennas for future users.

(f) A description of the suitability of existing towers and/or other structures and/or alternative technology, and the services contemplated for the use of the proposed tower.

(g) All information required for a special use permit in § 108-3 of this chapter.

(2) The Town Board shall consider the following factors in determining whether to issue a special use permit, in addition to the standards for consideration of special use permit applications set forth in § 108-3 of the Code of the Town of Riverhead:

(a) The height of the proposed tower.

(b) The proximity of the tower to residential structures and residential district boundaries.

(c) The nature of existing and/or proposed uses on adjacent and nearby properties.

(d) The site and/or surrounding topography.

(e) The surrounding tree coverage and foliage.

(f) The design of the tower, with particular reference to design characteristics that have the effect of reducing or eliminating visual obtrusiveness.

(g) The proposed ingress and egress.

(h) The availability of suitable existing towers, other structures or alternative technologies not requiring the use of new towers and/or structures.

(i) The Board may waive or reduce the burden on the applicant of one or more of these criteria if it concludes the goals of this article are better served thereby.

(3) No new tower shall be permitted unless the applicant demonstrates to the reasonable satisfaction of the Town Board that no existing tower, structure or alternative technology not requiring the construction/alteration of new towers or structures can accommodate the applicant's proposed antenna. An applicant shall submit any information requested by the Town Board related to the availability of suitable existing towers, other structures or alternative technology. Evidence submitted to demonstrate that no existing tower, structure or alternative technology can accommodate the applicant's proposed antenna may consist of any or all of the following:

(a) That no suitable (as to height and structural strength) towers or structures are located within the geographic area which meet the applicant's engineering requirements, or that the applicant's proposed antenna would cause electromagnetic interference with the antenna on the existing towers or structures, or the antenna on the existing towers or structures would cause interference with the applicant's proposed antenna and/or that there are other limiting factors that render existing towers and structures unsuitable.

(b) That the costs or contractual provisions required by the owner in order to share an existing tower or structure or to adapt an existing tower or structure for sharing are unreasonable. Costs exceeding new tower development are presumed to be unreasonable.

(c) The applicant demonstrates that an alternative technology that does not require the use of towers or structures, such as a cable microcell network using multiple low-powered transmitter/receivers attached to a wireline system, is unsuitable. Costs of alternative technology that exceed new tower or antenna development shall not be presumed to render the technology unsuitable.

(4) Setbacks. The following setback requirements shall apply to all towers for which a special use permit is required:

(a) Towers shall be set back a distance equal to at least 100% of the height of the tower from any adjoining lot line.

(b) Accessory buildings shall satisfy the minimum zoning district setback requirements in the zoning district where the tower or antenna is proposed.

(5) Separation. The following separation requirements shall apply to all towers for which a special use permit is required; provided, however, that the Town Board may reduce the standard separation requirements if the goals of this article would be better served thereby:

(a) Separation between towers. Separation distances between towers shall be applicable to and measured between the proposed tower and preexisting towers; separation distances shall be measured by drawing or following a straight line between the base of the existing tower and the proposed base, pursuant to a site plan for the proposed tower. The separation distances between towers shall be 25,000 linear feet.

(6) Security fencing. Towers shall be enclosed by security fencing not less than eight feet in height and shall be equipped with appropriate anti-climbing devices; provided, however, that the Town Board may waive such requirements as it deems appropriate.

(7) Landscaping. The following requirements shall govern the landscaping surrounding towers for which a special use permit is required; provided, however, that the Town Board may waive such requirements if the goals of this article would be better served thereby:

(a) Tower facilities shall be landscaped utilizing a buffer of plant materials that effectively screens the view of the tower compound from residential property. Deciduous or tree plantings may be required. The standard buffer shall consist of at least one row of native mixed evergreen shrubs or trees capable of forming a contiguous hedge at least eight feet in height, which shall be provided to effectively screen the tower base and accessory facilities. In the case of poor soil conditions, plan may be required on soil berms to assure plant survival. Plant height in these cases shall include the height of any berm.

(b) In locations where the visual impact of the tower would be minimal, the landscaping requirement may be reduced or waived by the Town Board.

(c) Existing mature tree growth and natural land forms on the site shall be preserved to the maximum extent possible. In some cases where such towers are sited on large, wooded lots, natural growth around the property perimeter may be sufficient buffer.

§ 108-217. Site plan application.

An applicant must submit a site plan application to the Planning Department pursuant to the requirements of § 108-128 of this article. Such site plan application shall be submitted prior to any application for a special permit to the Town Board.

§ 108-218. Removal of abandoned antennas and towers.

Any antenna or tower that is not operated for a continuous period of 12 months shall be deemed abandoned. The owner of such antenna or tower shall remove the same in 90 days of receipt of notice from the Town notifying the owner of such abandonment. Failure to remove an abandoned antenna or tower within said 90 days shall be grounds to remove the tower or antenna at the owner's expense. In the event that two or more entities are using a single tower, then this provision shall not apply unless all uses cease with respect to such tower.

§ 108-219. Nonconforming uses.

Preexisting towers shall be permitted as they presently exist. Routine maintenance (including replacement with a new tower of like construction and height) shall be permitted on such preexisting towers. New construction other than routine maintenance of a preexisting tower shall comply with the requirements of this chapter.

§ 108-220. Severability.

The various parts, sections and clauses of this article are hereby declared to be severable. If any part, sentence, paragraph, section or clause is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of the article shall not act be affected thereby.

§ 108-221. Repealer.

Any ordinances or parts thereof in conflict with the provisions of this chapter are hereby repealed to the extent of such conflict.

\* Underline represents addition(s)

\* Overstrike represents deletion(s)

August 2, 2005

Adopted

TOWN OF RIVERHEAD

Resolution # 763

Adopts Guidelines for Town Board Advisory Committees

**COUNCILMAN BARTUNEK**

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

WHEREAS, the Riverhead Town Board has created Town Board Advisory Committees and appointed members to serve on said Advisory Committees; and

WHEREAS, the Riverhead Town Board has not previously set forth guidelines for the operation of these valued Advisory Committees; and

WHEREAS, the Riverhead Town Board believes such guidelines would be of great value in achieving the goal of efficiently operating productive advisory committees;

NOW THEREFORE BE IT RESOLVED as follows:

RESOLVED, that the Town Board of the Town of Riverhead establishes the following guidelines for Advisory Committees in order to standardize the formation and operation of all Advisory Committees:

1. Each committee will consist of no less than seven (7) and no more than nine (9) members. Members will be appointed by the Riverhead Town Board by resolution and will serve a term of no longer than two (2) years subject to reappointment. Members will be knowledgeable regarding the subject matter and represent diversity within the community.
2. Each committee will develop a mission statement. This mission statement will be submitted to the Riverhead Town Board by October 31, 2005 and will be approved by resolution of the Riverhead Town Board.
3. Each committee will develop a flowchart of the decision-making process. This flowchart will include which town departments or personnel will be consulted in the decision-making process. This flowchart will be submitted to the Riverhead Town Board by October 31, 2005.
4. Each committee will designate individual assignments to committee members.
5. A typed agenda and secretary's notes summarizing the previous meeting will be distributed to all committee members at least one week prior to each meeting.

6. Each committee will maintain a notebook with the mission statement, contact information, agendas, meeting minutes, notes, financial information, etc.
7. Each committee will submit a report to the Town Board within ten (10) days after each meeting.
8. By December 15<sup>th</sup> of each year, each committee will submit an annual overview to the Town Board of what projects will be addressed in the upcoming year.
9. Each committee will appoint a Chair and Vice Chair prior to October 31, 2005 who shall be a resident of the Town of Riverhead.

THE VOTE

Bartunek ~~Yes~~ No

Sanders ~~Yes~~ No

Blass ~~Yes~~ No *absent*

Densieski ~~Yes~~ No

Cardinale ~~Yes~~ No

August 2, 2005

# Adopted

TOWN OF RIVERHEAD

Resolution No. 764

## ADOPTS RIVERHEAD TOWN PECONIC ESTUARY PROTECTION PROGRAM (BILGE BUDDIES)

Councilman Densieski offered the following resolution, which was seconded by COUNCILMAN BARTUNEK

**WHEREAS**, it is fitting and proper to protect the Peconic Estuary, and

**WHEREAS**, the Riverhead Town Board has added many programs to help the Peconic Estuary such as pump out stations, a pump out boat, and golf course irrigation program in conjunction with the Riverhead Sewer Department, and

**WHEREAS**, there exists a benefit for all of Eastern Long Island by removing oil from our public waterways, and

**WHEREAS**, the addition of Bilge Buddies for our recreational boaters has a large public benefit, and

**WHEREAS**, the Riverhead Town Board continues to promote recycling whenever possible, and

**NOW THEREFORE, BE IT**

**RESOLVED**, that the Riverhead Town Board duly adopts the Riverhead Town Peconic Estuary Protection Program," and authorizes the purchase of 100 Bilge Buddies to be purchased at Lighthouse Marine for the sum of \$843.00 and distributed by the Town of Riverhead , ~~Town Clerk~~ , 200 Howell Avenue, Riverhead, on a first come, first served basis.

**BE IT FURTHER RESOLVED** that any Riverhead Town resident who provides the Town with a boat registration for a boat equipped with a minimum of one bilge pump be entitled to receive a bilge oil cleaning device known as "Bilge Buddy."

**BE IT FURTHER RESOLVED** that it will be the responsibility of the boat owner to properly dispose of the Bilge Buddy on a duly advertised S.T.O.P. (stop throwing out pollutants) date.

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

### THE VOTE

Sanders ~~Yes~~ ~~No~~ *abstain*      Blass *absent* ~~Yes~~ ~~No~~

Densieski ~~Yes~~ ~~No~~      Bartunek ~~Yes~~ ~~No~~

Cardinale ~~Yes~~ ~~No~~

8/2/05

Adopted

TOWN OF RIVERHEAD

Resolution # 765

**APPROVES CHAPTER 90 APPLICATION OF BOBBY GINSBERG**  
**(HORSE SHOWS)**

COUNCILMAN BARTUNEK offered the following resolution, was seconded by

COUNCILMAN DENSIESKI :

**WHEREAS**, Bobby Ginsberg has submitted a Chapter 90 Application for the purpose of conducting three (3) horse shows to be held at the Abbess Farm, Rte. 25, Calverton, New York, between the hours of 7:30 a.m. and 5:30 p.m., on the following dates:

August 11<sup>th</sup> through 13<sup>th</sup>, 2005  
August 18<sup>th</sup> through 20<sup>th</sup>, 2005  
August 24<sup>th</sup> through 27<sup>th</sup>, 2005; and

**WHEREAS**, Bobby Ginsberg has submitted a completed Short Form Environmental Assessment pursuant to 6 NYCRR Part 617 identifying the potential adverse environmental impacts of the event; and

**WHEREAS**, Bobby Ginsberg has paid the required Chapter 90 application fee; and

**WHEREAS**, three certificates of insurance naming the Town of Riverhead as an additional insured has been received; and

**WHEREAS**, the Town Attorney of the Town of Riverhead has reviewed all documents including the certificates 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 Bobby Ginsberg for the purpose of conducting three (3) horse shows to be held at the Abbess Farm, Rte. 25, Calverton, New York, between the hours of 7:30 a.m. and 5:30 p.m. on the aforementioned dates is hereby approved; and be it 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 Fire Marshal shall be contacted at least three days in  
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advance at (631) 727-3200 extension 209, for the purpose of arranging the "pre-opening" inspection appointment; 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 and the Tents & Membrane Structures; and be it further

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

**RESOLVED**, that the applicant shall supply appropriate emergency medical personnel for the operational periods of the events; and be it further

**RESOLVED**, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to Bobby Ginsberg, P.O. Box 1355, Bridgehampton, New York, 11932; Bruce Johnson, Riverhead Fire Marshal and Chief Hegermiller, Riverhead Police Department.

**THE VOTE**

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

08/02/2005

# Adopted

## TOWN OF RIVERHEAD

Resolution # 766

### AUTHORIZES THE DESIGNATION OF CERTAIN STRUCTURE(S) AS LANDMARKS PURSUANT TO CHAPTER 73 ENTITLED, "LANDMARKS PRESERVATION" OF THE RIVERHEAD TOWN CODE (EUGENE HALLOCK HOUSE)

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

WHEREAS, the Town Clerk was authorized to publish and post a public notice to hear all interested persons to consider the designation of the following structure as a landmark:

Eugene Hallock House      Suffolk County Tax Map: 0600-3-1-2.12

WHEREAS, a public hearing was held on the 12th day of June, 2005 at 2:25 p.m. o'clock at the Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, the date, time and place specified in said public notice, and all persons wishing to be heard were heard.

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby designates the aforementioned structure as a landmark pursuant to Chapter 73 "Landmarks Preservation", of the Riverhead Town Code be 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 Traveler-Watchman newspaper and to post same on the signboard at Town Hall; and be it further

RESOLVED, that the Town Board is hereby authorized to forward a certified copy of this resolution to the Riverhead Planning Board; the Riverhead Planning Department, Assessors Office and the Riverhead Building Department.

#### THE VOTE

Bartunsk	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no	Sanders	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no
Blass	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no	Densieski	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no
			Cardinale	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no

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

TOWN OF RIVERHEAD  
NOTICE OF ADOPTION

PLEASE TAKE NOTICE, that the Town Board of the Town of Riverhead adopted a resolution pursuant to Chapter 73 entitled, "Landmarks Preservation" of the Riverhead Town Code at its regular meeting held on July 19th, 2005 designating the following structure as a landmark:

Eugene Hallock House: Suffolk County Tax Map #0600-3-1-2.12

DATED: Riverhead, New York  
July 19, 2005

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF RIVERHEAD

BARBARA GRATTAN  
TOWN CLERK

8/2/2005

Adopted

TOWN OF RIVERHEAD

RESOLUTION # 767

**AUTHORIZES THE SUPERVISOR TO EXECUTE AN AGREEMENT WITH MAIN ROAD BOOKS, INC. TO PUBLISH A WORK ENTITLED, "A WALKING TOUR OF RIVERHEAD, LONG ISLAND, NEW YORK"**

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

WHEREAS, The Landmarks Preservation Commission wishes to create and have published a work entitled, *A Walking Tour of Riverhead, Long Island, New York*; and

WHEREAS, Main Road Books, Inc. has agreed to publish said work pursuant to a proposed Publishing Agreement, a copy of which is annexed hereto.

NOW, THEREFORE, it is hereby

RESOLVED that the Town Board of the Town of Riverhead authorizes Richard Wines, on behalf of the Landmarks Preservation Commission, to execute the attached publishing agreement with Main Road Books, Inc. and

BE IT FURTHER RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Richard Wines of the Landmarks Preservation Commission, P.O. Box 1470, Jamesport, NY 11947; Main Road Books, Inc., P.O. Box 632, Laurel, NY 11948; the Town Supervisor, the Town Attorney and the Accounting Department.

THE VOTE

Bartunek  yes  no Sanders  yes  no  
Blaas  yes  absent Densieski  yes  no  
Cardinale  yes  no

THE RESOLUTION WAS  WAS NOT  
THEREFORE DULY ADOPTED

**MAIN ROAD BOOKS, Inc.**

Post Office Box 632 π Laurel, New York 11948

631/298-4433 π 631/298-4504 FAX

**PUBLISHING AGREEMENT**

Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, between: Main Road Books, Inc. (hereinafter called the "Publisher") and Riverhead Landmarks Preservation Commission hereinafter called the "Authors"). Richard A. Wines represents the Authors.

The mailing address and phone numbers for the Publisher is above. The mailing address and phone number for the Authors is: Riverhead Landmarks Preservation Commission c/o Richard A. Wines, 73 Winds Way, PO Box 1470, Jamesport, NY 11947, (631) 722-5170.

1. The Authors are writing a work tentatively entitled, *A Walking Tour of Riverhead, Long Island, New York* (hereinafter called the "Work").
2. The Authors hereby grant all right, title, and interest in the Work to the Publisher during the term of the United States copyright in the Work.
3. Changes may be made to the Work only by mutual consent of Authors and Publisher.

**WARRANTIES AND INDEMNITIES**

(a) Authors represent and warrant that: ( i ) They are the sole Authors of the Work and now own all rights in it granted hereunder, free of any liens or encumbrances; and have full power to execute this agreement; ( ii ) The Work is original with them, and has not been previously published; ( iii ) The Work does not infringe statutory copyrights or common law literary rights of others, and, to their knowledge does not violate the rights of, privacy of, nor is it libel of other persons. (b) Authors agree to indemnify and hold harmless the Publisher and vice versa. (c) ( i ) Publisher shall give Authors prompt notice of any suit brought against Publisher regarding the Work. ( ii ) If Authors shall defend such suit, they shall not be responsible for Publisher's attorney's fees or costs.

**PUBLICATION OF TRADE EDITION**

Trade edition will be published within one year after the Publisher receives an acceptable manuscript or computer disk of the Work.

**COPYRIGHT**

The Authors are the owners of the copyright in the Work. As a condition of this contract: ( i ) Publisher shall print in every copy of the Work a copyright notice that contains the Authors' names as the owner of the copyright and that complies with the United States Copyright Act and the Universal Copyright Convention; ( ii ) Authors are to file with the Copyright Office and to provide a copy of the completed Registration to Publisher; and ( iii ) Every license granted by the Publisher hereunder to reproduce and distribute copies of the Work shall contain a condition requiring the licensee to print the aforesaid copyright notice in all copies.

**ROYALTIES**

Publisher shall pay the Authors 8% (eight percent) royalty on each copy of the trade edition of the work sold by the Publisher in the United States, less returns. Said royalty

shall be computed on the Publisher's actual receipts for all copies sold. No royalty shall be paid on copies given away or sold at less than the cost of manufacture. Publisher agrees to furnish the Authors a statement of sales annually and to pay any royalties due within 45 days thereafter; except that if the balance due the Authors is less than one hundred dollars (\$100.00), no payment shall be required until a subsequent period when the balance has reached one hundred dollars (\$100.00).

### **SUBSIDIARY RIGHTS**

Licenses for rights shall not be granted without Authors' consent, which shall not be unreasonably withheld. Publisher shall give Authors at least 10 days written notice by certified mail, return receipt requested, of the terms of any proposed license. If the Authors do not respond to the notice within 10 days after mailing thereof, Authors shall be deemed to have consented to the license on the terms stated in the notice. Publisher shall provide Authors with a copy of each license promptly after it is executed. The gross proceeds of any license granted under this paragraph shall be divided as follows: (a) Income from subsidiary rights shall be 50% to the Authors and 50% to the Publisher unless changed in writing by mutual agreement. (b) Publisher will make no deduction for sales or administrative costs, duplicate plates, Agent fees, or other expenses before paying the Authors his share of license receipts.

### **ACCOUNTING AND PAYMENTS**

(a) Publisher shall prepare statements accounting for all payments due Authors under this Agreement. Publisher shall mail each such statement to Authors within 30 days after the close of each annual accounting period accompanied by payment to the Authors of the amounts due them hereunder for said period. Each statement shall report, for each category of sales by Publisher, the number of copies sold (and total sales to date), the list price, the royalty rate, amount of royalties, and the number of returns, the gross amount received pursuant to each license granted by Publisher, and itemized deductions. With each royalty statement, Publisher shall send Authors copies of statements received by Publisher from its licensees during the accounting period. The royalty statements covering the first 12 months after publication shall also state the number of copies in each royalty category printed, bound, and given away in the period, and the number of salable copies on hand at the end of the period; and Publisher shall provide this information for any subsequent periods at Authors' request. (b) Anything in (a) above to the contrary notwithstanding, Publisher shall pay Authors any advances or royalties received by Publisher from book clubs, reprint publishers, or other licensees within 30 days after Publisher receives such payments, accompanied by a statement of account provided by such licensee to Publisher. (c) Upon written request, Authors or their designated representative may examine the books and records of Publisher which relate to sales of copies or licenses of the Work. If such examination discloses an error of more than 5% with respect to any royalty statement, Publisher shall reimburse Authors for Authors' costs of examination; otherwise, such costs shall be borne by Authors.

### **AUTHORS' COPIES**

On publication of the trade edition, Publisher will give to Authors a total of 5 free copies of said edition; and Authors may purchase additional copies at a discount of 50% from the retail price and sell them. Such copies shall be free of royalty.

## **BANKRUPTCY AND LIQUIDATION**

If Publisher is adjudicated a bankrupt in any recognized court having jurisdiction or makes an assignment for the benefit of creditors or liquidates its business, this Agreement shall thereupon terminate and all rights granted to Publisher shall automatically revert to Authors.

## **SUITS FOR INFRINGEMENT**

(a) If there is an infringement of any rights granted to Publisher or which Publisher is authorized to license or share in the proceeds of, Authors and Publisher shall have the right to participate jointly in an action for such infringement; and if both participate, they shall share the expenses of the action equally and shall recoup such expenses from any sums recovered in the action. The balance of the proceeds shall be divided equally between them, except that with respect to any rights specified the said balance shall be divided in the proportions provided in said Agreement. Each party will notify the other in infringements coming to its attention. (b) If either party declines to participate in such action, the other may proceed; the party maintaining the action shall bear all costs and expenses which shall be recouped from any damages recovered from the infringement; the balance of such damages shall be recouped by the plaintiff.

## **SUCCESSORS AND ASSIGNS**

This Agreement may not be assigned by either party without written notice sent to the other, and should not be unreasonably withheld.

## **WAIVER OR MODIFICATION**

This Agreement constitutes the complete understanding of the parties and no waiver or modification or any provisions shall be valid unless in writing, signed by Authors and Publisher. The waiver of a breach or of default under any provision hereof shall not be deemed a waiver of any subsequent breach or default.

## **NOTICES**

Any notice required to be sent hereunder shall be sent by certified, return receipt requested mail, postage prepaid, to the Authors or Publisher at the addresses given in the preamble of this Agreement, which addresses may be changed by either of them by written notice to each other. The Publisher shall furnish both Authors and agent of a copy of each notice.

## **GOVERNING LAW**

This Agreement shall be interpreted under the laws of the State of New York.

## **AVAILABILITY**

The Authors shall make themselves available at the discretion of the Publisher free of charge for the purpose of publicity and promotion. All expenses incurred will be the responsibility of the Publisher.

## **REIMBURSEMENT**

The Publisher shall reimburse the Authors for out-of-pocket expenses in the preparation of this book up to \$2000.00. Payment shall be made upon presentation of receipts and expense voucher.

IN WITNESS WHEREOF the parties have duly executed this agreement.

Author \_\_\_\_\_ Publisher \_\_\_\_\_

Witness: \_\_\_\_\_ Witness: \_\_\_\_\_

Date \_\_\_\_\_ Date \_\_\_\_\_

Author \_\_\_\_\_ Publisher \_\_\_\_\_

Witness: \_\_\_\_\_ Witness: \_\_\_\_\_

Date \_\_\_\_\_ Date \_\_\_\_\_

|| ||

| |

# Adopted

08/02/05

TOWN OF RIVERHEAD

Resolution # 768

**AUTHORIZES THE SUPERVISOR TO EXECUTE AGREEMENTS IN CONNECTION WITH COUNTY OF SUFFOLK SUPPLEMENTAL NUTRITION ASSISTANCE PROGRAM CONTRACTS**

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

**WHEREAS**, the County of Suffolk has provided financial assistance to the Town of Riverhead through Supplemental Nutrition Assistance Program (SNAP); and

**WHEREAS**, the County of Suffolk has stated that sufficient funding exists in the 2005 Suffolk County Operating Budget; and

**WHEREAS**, the Town received contracts from Suffolk County Office for the Aging for the purpose of modifying the current Agreement to extend the term of the Agreement from March 31, 2005 through March 31, 2006.

**NOW, THEREFORE, BE IT RESOLVED**, that the Supervisor is hereby authorized to execute the attached agreements implementing the County of Suffolk Supplemental Nutrition Assistance Program, and be it further

**RESOLVED** that the Town Clerk is hereby directed to forward a Certified Copy of this Resolution to the Office of the Town Attorney, the Seniors Program and the Office of Accounting.

**THE VOTE**

Bartunek  Yes  No

Sanders  Yes  No

*absent*  
Blass  Yes  No

Densieski  Yes  No

Cardinale  Yes  No

## Amendment of Agreement

This is the First Amendment of an Agreement (Agreement) last dated September 2, 2004, 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 modify the Agreement to extend the term of the Agreement from March 31, 2005 through March 31, 2006 (the period April 1, 2005 through March 31, 2006 being hereinafter called the "2005/2006 Extension Period") and to amend other contract provisions to comply with current County Standards, as set forth herein. Sufficient funding exists in the 2005 Suffolk County Operating Budget.

**Term of Agreement:** Shall be April 1, 2004 through March 31, 2006 with one one-year extension at the **County's** option.

**Total Meals:** **Daily Congregate Meals: 58**  
**Daily Home-Delivered Meals: 96**

**Total Cost of Agreement:** Shall be on a fee-for-service basis, not to exceed \$374,889 (with \$195,963 for the 2005/2006 Extension Period), as set forth in Exhibit C to the Agreement.

**Terms and Conditions:** Shall be as set forth in Exhibit A-2005 attached.

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

**Town of Riverhead**

**County of Suffolk**

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

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

Fed. Taxpayer ID #: 11-6001935

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

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

**Approved:**

**Approved as to Legality:**

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

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

**Recommended:**

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

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

## Exhibit A – 2005

Whereas, the **County** and **Contractor** have entered into an Agreement (Law No. AG004M/0021-07R), last dated September 2, 2004, for a term from April 1, 2004 through March 31, 2005 for a senior citizens' nutrition program at a Total Cost of \$178,926; and

Whereas, the parties hereto desire to modify the Agreement, extending the term from March 31, 2005 through March 31, 2006 and (at an additional cost of \$195,963) increasing the Total Cost of the Agreement to \$374,889, as set forth below, and;

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

1. Term of Agreement:

The Term of Agreement paragraph on page 1 of the Agreement is amended to read April 1, 2004 through March 31, 2006 as set forth on the page 1 of this First Amendment of Agreement.

2. Meals:

Effective as of the beginning of the Extension Period, the approximate daily number, and the maximum annual number, if any, of Congregate and/or Home-Delivered Meals included in the Program shall be as set forth on the cover page of this First Amendment of Agreement.

3. Payment of Services:

The Total Cost of Agreement \$374,889 is comprised as follows:

- (a) \$178,926 for program year 2004/2005;
- (b) \$195,963 for program year 2005/2006;

4. Rate Page:

The rate at which the Contractor shall be paid for this Extension Period is set forth for program year 2005/2006 in Exhibit C to the Agreement.

5. A new subparagraph (j) is added to Paragraph 3 of Exhibit A1 to the Agreement as follows:

(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.

6. Paragraph 5, subparagraph (i) of Exhibit A1 is replaced with the following:

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

7. Paragraph 7 of Exhibit A1 to the agreement is amended to read as follows:

**7. Addresses For Notices, Claims And Reports**

(a) The Contractor shall mail any communication, notice, claim for payment, reports, or other submission to the Department at its address on the cover page of this Agreement, or such other address of which the County shall have given the Contractor written notice. The County shall mail any communication, notice, or other submission to the Contractor at its address on the cover page of this Agreement or such other address of which the Contractor shall have given the County written notice.

(b) Any communication or notice regarding termination or litigation shall also be sent to the following addresses or at such other addresses that may be specified in writing by the Department or the County Attorney:

Suffolk County Department of Law  
H. Lee Dennison Building – 6th Floor  
100 Veterans Memorial Highway  
P.O. Box 6100  
Hauppauge, New York 11788

Attn: Christine Malafi, County Attorney

8. Paragraph 13 of Exhibit A1 to the Agreement is replaced in its entirety with the following:

**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 if its contractors, 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; and
- (iii) WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE in compliance with all applicable New York State laws and regulations and Disability Benefits insurance, if required by law. Contractor shall furnish to the County, prior to its execution of this Agreement, the documentation required by the State of New York Workers' Compensation Board of coverage or exemption from coverage pursuant to §§57 and 220 of the Workers' Compensation Law. In accordance with General Municipal Law §108, this

Agreement shall be void and of no effect unless the Contractor shall provide and maintain coverage during the term of this Agreement for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

(iv) PROFESSIONAL LIABILITY/ERRORS AND OMISSIONS 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 shall defend, indemnify and hold harmless the County, its Contractors, officers, employees, agents and other persons from and against all claims, costs, judgments, liens, encumbrances, expenses, and attorneys' fees, arising out of the acts, omissions or negligence of the Contractor, its agents, employees, subcontractors, contractors or subcontractors in connection with the services described or referred to in this Agreement (including the purchase or use hereunder of any equipment, fixtures, furniture, materials or supplies).

9. Paragraph 21 of Exhibit A1 to the Agreement is replaced with the following:

**21. Suffolk County Public Disclosure Statement**

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

10. 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 more than five per cent (5%) of any party to this Agreement.

11. 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.

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

— End of Text —

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

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

1. Contractor's/Vendor's Name Town of Riverhead  
Address 200 Howell Avenue  
City and State Riverhead, New York Zip Code 11901
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)



## Amendment of Agreement

This is the First Amendment of an Agreement (Agreement) last dated September 2, 2004, 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.

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**Term of Agreement:** Shall be April 1, 2004 through March 31, 2006 with one one-year extension at the **County's** option.

**Total Meals:** **Daily Congregate Meals: 58**  
**Daily Home-Delivered Meals: 96**

**Total Cost of Agreement:** Shall be on a fee-for-service basis, not to exceed \$374,889 (with \$195,963 for the 2005/2006 Extension Period), as set forth in Exhibit C to the Agreement.

**Terms and Conditions:** Shall be as set forth in Exhibit A-2005 attached.

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

**Town of Riverhead**

**County of Suffolk**

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

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

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

Approved: \_\_\_\_\_

Fed. Taxpayer ID #: 11-6001935

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

Approved as to Legality:

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

Recommended:

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

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

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

## Exhibit A – 2005

Whereas, the County and Contractor have entered into an Agreement (Law No. AG004M/0021-07R), last dated September 2, 2004, for a term from April 1, 2004 through March 31, 2005 for a senior citizens' nutrition program at a Total Cost of \$178,926; and

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

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The Term of Agreement paragraph on page 1 of the Agreement is amended to read April 1, 2004 through March 31, 2006 as set forth on the page 1 of this First Amendment of Agreement.

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Effective as of the beginning of the Extension Period, the approximate daily number, and the maximum annual number, if any, of Congregate and/or Home-Delivered Meals included in the Program shall be as set forth on the cover page of this First Amendment of Agreement.

3. Payment of Services:

The Total Cost of Agreement \$374,889 is comprised as follows:

- (a) \$178,926 for program year 2004/2005;
- (b) \$195,963 for program year 2005/2006;

4. Rate Page:

The rate at which the Contractor shall be paid for this Extension Period is set forth for program year 2005/2006 in Exhibit C to the Agreement.

5. A new subparagraph (j) is added to Paragraph 3 of Exhibit A1 to the Agreement as follows:

(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.

6. Paragraph 5, subparagraph (i) of Exhibit A1 is replaced with the following:

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

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P.O. Box 6100  
Hauppauge, New York 11788

Attn: Christine Malafi, County Attorney

8. Paragraph 13 of Exhibit A1 to the Agreement is replaced in its entirety with the following:

**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 if its contractors, 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; and
- (iii) WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE in compliance with all applicable New York State laws and regulations and Disability Benefits insurance, if required by law. Contractor shall furnish to the County, prior to its execution of this Agreement, the documentation required by the State of New York Workers' Compensation Board of coverage or exemption from coverage pursuant to §§57 and 220 of the Workers' Compensation Law. In accordance with General Municipal Law §108, this

Agreement shall be void and of no effect unless the Contractor shall provide and maintain coverage during the term of this Agreement for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

(iv) PROFESSIONAL LIABILITY/ERRORS AND OMISSIONS 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 shall defend, indemnify and hold harmless the County, its Contractors, officers, employees, agents and other persons from and against all claims, costs, judgments, liens, encumbrances, expenses, and attorneys' fees, arising out of the acts, omissions or negligence of the Contractor, its agents, employees, subcontractors, contractors or subcontractors in connection with the services described or referred to in this Agreement (including the purchase or use hereunder of any equipment, fixtures, furniture, materials or supplies).

9. Paragraph 21 of Exhibit A1 to the Agreement is replaced with the following:

**21. Suffolk County Public Disclosure Statement**

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

10. 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 more than five per cent (5%) of any party to this Agreement.

11. 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.

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

— End of Text —

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

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

1. Contractor's/Vendor's Name Town of Riverhead  
Address 200 Howell Avenue  
City and State Riverhead, New York Zip Code 11901
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)



### Amendment of Agreement

This is the First Amendment of an Agreement (Agreement) last dated September 2, 2004, 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 modify the Agreement to extend the term of the Agreement from March 31, 2005 through March 31, 2006 (the period April 1, 2005 through March 31, 2006 being hereinafter called the "2005/2006 Extension Period") and to amend other contract provisions to comply with current County Standards, as set forth herein. Sufficient funding exists in the 2005 Suffolk County Operating Budget.

- Term of Agreement:** Shall be April 1, 2004 through March 31, 2006 with one one-year extension at the County's option.
- Total Meals:**
  - Daily Congregate Meals:** 58
  - Daily Home-Delivered Meals:** 96
- Total Cost of Agreement:** Shall be on a fee-for-service basis, not to exceed \$374,889 (with \$195,963 for the 2005/2006 Extension Period), as set forth in Exhibit C to the Agreement.
- Terms and Conditions:** Shall be as set forth in Exhibit A-2005 attached.

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

**Town of Riverhead**

**County of Suffolk**

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

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

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

**Approved:**

Fed. Taxpayer ID #: 11-6001935

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

**Approved as to Legality:**

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

Date

**Recommended:**

**Christine Malafi**  
Suffolk County Attorney

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

Date

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

Date

## Exhibit A – 2005

Whereas, the County and Contractor have entered into an Agreement (Law No. AG004M/0021-07R), last dated September 2, 2004, for a term from April 1, 2004 through March 31, 2005 for a senior citizens' nutrition program at a Total Cost of \$178,926; and

Whereas, the parties hereto desire to modify the Agreement, extending the term from March 31, 2005 through March 31, 2006 and (at an additional cost of \$195,963) increasing the Total Cost of the Agreement to \$374,889, as set forth below, and;

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

1. Term of Agreement:

The Term of Agreement paragraph on page 1 of the Agreement is amended to read April 1, 2004 through March 31, 2006 as set forth on the page 1 of this First Amendment of Agreement.

2. Meals:

Effective as of the beginning of the Extension Period, the approximate daily number, and the maximum annual number, if any, of Congregate and/or Home-Delivered Meals included in the Program shall be as set forth on the cover page of this First Amendment of Agreement.

3. Payment of Services:

The Total Cost of Agreement \$374,889 is comprised as follows:

- (a) \$178,926 for program year 2004/2005;
- (b) \$195,963 for program year 2005/2006;

4. Rate Page:

The rate at which the Contractor shall be paid for this Extension Period is set forth for program year 2005/2006 in Exhibit C to the Agreement.

5. A new subparagraph (j) is added to Paragraph 3 of Exhibit A1 to the Agreement as follows:

**(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.

6. Paragraph 5, subparagraph (i) of Exhibit A1 is replaced with the following:

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

7. Paragraph 7 of Exhibit A1 to the agreement is amended to read as follows:

**7. Addresses For Notices, Claims And Reports**

(a) The Contractor shall mail any communication, notice, claim for payment, reports, or other submission to the Department at its address on the cover page of this Agreement, or such other address of which the County shall have given the Contractor written notice. The County shall mail any communication, notice, or other submission to the Contractor at its address on the cover page of this Agreement or such other address of which the Contractor shall have given the County written notice.

(b) Any communication or notice regarding termination or litigation shall also be sent to the following addresses or at such other addresses that may be specified in writing by the Department or the County Attorney:

Suffolk County Department of Law  
H. Lee Dennison Building – 6th Floor  
100 Veterans Memorial Highway  
P.O. Box 6100  
Hauppauge, New York 11788

Attn: Christine Malafi, County Attorney

8. Paragraph 13 of Exhibit A1 to the Agreement is replaced in its entirety with the following:

**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 if its contractors, 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; and
- (iii) WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE in compliance with all applicable New York State laws and regulations and Disability Benefits insurance, if required by law. Contractor shall furnish to the County, prior to its execution of this Agreement, the documentation required by the State of New York Workers' Compensation Board of coverage or exemption from coverage pursuant to §§57 and 220 of the Workers' Compensation Law. In accordance with General Municipal Law §108, this

Agreement shall be void and of no effect unless the Contractor shall provide and maintain coverage during the term of this Agreement for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

(iv) PROFESSIONAL LIABILITY/ERRORS AND OMISSIONS 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 shall defend, indemnify and hold harmless the County, its Contractors, officers, employees, agents and other persons from and against all claims, costs, judgments, liens, encumbrances, expenses, and attorneys' fees, arising out of the acts, omissions or negligence of the Contractor, its agents, employees, subcontractors, contractors or subcontractors in connection with the services described or referred to in this Agreement (including the purchase or use hereunder of any equipment, fixtures, furniture, materials or supplies).

9. Paragraph 21 of Exhibit A1 to the Agreement is replaced with the following:

**21. Suffolk County Public Disclosure Statement**

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

10. 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 more than five per cent (5%) of any party to this Agreement.

11. 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.

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

— End of Text —

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

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

1. Contractor's/Vendor's Name Town of Riverhead  
Address 200 Howell Avenue  
City and State Riverhead, New York Zip Code 11901
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)



RESOLUTION IN SUPPORT OF ASSEMBLY BILL 7688 INCREASING CERTAIN BENEFITS TO FIRE / EMS VOLUNTEERS WHO HAVE DIED IN THE LINE OF DUTY

WHEREAS, approximately 3 Million residents of Nassau and Suffolk Counties rely on a nearly all volunteer firefighting force and volunteer emergency medical services crews; and

WHEREAS, Assembly Bill #7688 has been proposed to provide a cost of living adjustment to certain benefits of volunteer firefighters and volunteer ambulance workers and increasing certain benefits provided to such Fire/EMS volunteers who have died in the line of duty; and

WHEREAS, each member of a volunteer fire department and volunteer ambulance corps volunteers hundreds of hours of time each year to participate in the fire protection needs and provide emergency medical care to those in need in their communities; selflessly and sheer dedication to their community, Fire / EMS volunteers put their lives on the line to assist people in dire circumstances and needing urgent medical attention; and

WHEREAS, the current level of certain benefit programs was set over 15 years ago and therefore it is appropriate to provide a cost-of-living adjustment for such benefit programs for Fire/EMS volunteers; and

WHEREAS, the Town of Southampton is supportive of Assembly Bill #7688 to enhance existing benefit programs and to provide greater incentive that show gratitude for the sacrifices made by EMS / Fire volunteers; and

WHEREAS, the recent loss of two dedicated individuals, Heidi Behr and William Stone, who died in the line of duty on May 3, 2005 while serving the emergency medical service needs within the Riverhead Volunteer Ambulance Corps prompts a request for Assembly Bill #7688 to be amended or supplemented by separate legislation for retroactive status for such benefit programs; and

THEREFORE BE IT RESOLVED that the Town Board hereby adopts this resolution in support of Assembly Bill #7688 and also requests state lawmakers to consider an amendment or additional state legislation to allow retroactive coverage to include Heidi Behr and William Stone, who died in the line of duty on May 3, 2005.

BE IT FURTHER RESOLVED that the Town Clerk shall forward a copy of this resolution to:

Assemblyman Robert Sweeney (Sponsor Assembly Bill No. 7688)  
Assemblywoman Pat Acampora  
Assemblyman Fred Thiele  
Senator Ken LaValle  
Southampton Town EMS Advisory Association

Southampton Town Fire Chiefs Council  
North Fork Volunteer Rescue Alliance  
Peconic Chiefs Council  
Suffolk County Ambulance Chiefs Association  
Suffolk County Fire Chiefs Association  
East End Supervisors and Mayors Association  
Suffolk County Supervisors and Mayors Association

August 2, 2005

Adopted

TOWN OF RIVERHEAD

Resolution # 769

**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: Edward W. Harbes, III)**

COUNCILMAN DENSIESKI offered the following resolution, was seconded by

COUNCILWOMAN SANDER:

**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**, Edward W. Harbes, III has expressed a desire to sell the development rights on approximately 30 acres of his agricultural lands located on the northerly side of Sound Avenue, Riverhead, New York, at \$50,000.00 per acre, further described as Suffolk County Tax Map #0600-8-3- p/o 5, to the Town of Riverhead.

**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 Edward W. Harbes, III, once in the August 25, 2005, issue of the Traveler Watchman 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 Edward W. Harbes III, PO Box 1542, Mattituck, New York 11952; James Spiess, Esq. PO Box 757, Riverhead, New York 11901; the Farmland Preservation Committee; Peconic Land Trust, Attn: Julie T. Wesnofske, 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	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no	Sanders	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no
Blass	<input type="checkbox"/> yes	<input checked="" type="checkbox"/> no	Densieski	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no
			Cardinale	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no

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

**TOWN OF RIVERHEAD  
NOTICE OF PUBLIC HEARING**

**PLEASE TAKE NOTICE** that a public hearing will be held on the 7<sup>th</sup> day of September, 2005 at 7:15 PM o'clock p.m., at the Wading River Congregational Church , 2057 North Country Road, Wading River, New York to hear all interested persons to consider the purchase of development rights on approximately 30 +/- acres of agricultural lands owned by Edward W. Harbes III located on the northerly side of Sound Avenue, Riverhead, New York, at \$50,000.00 per acre, further described as Suffolk County Tax Map #0600-8-3- p/o 5, 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  
August 16, 2005

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF RIVERHEAD

BARBARA GRATTAN, Town Clerk

Adopted

TOWN OF RIVERHEAD

Resolution # 770

RATIFIES THE PUBLICATION OF A NOTICE OF PUBLIC HEARING UPON THE DRAFT ENVIRONMENTAL IMPACT STATEMENT PREPARED IN SUPPORT OF CERTAIN ZONING AMENDMENTS AT EPCAL

Councilwoman Sanders offered the following resolution

which was seconded by Councilman Densieski

WHEREAS, by resolution dated January 19, 2005, the Riverhead Town Board did determine that its motion to amend the Zoning Use District Map of the Town of Riverhead currently regulating approximately 590 acres of real property located at the Enterprise Park at Calverton to be a Type I action requiring the preparation of a Draft Supplemental Generic Environmental Impact Statement ("DSGEIS") and

WHEREAS, a scoping hearing on the DSGEIS was held on February 15, 2005 to hear all interested parties upon those issues to be addressed in the DSGEIS, and

WHEREAS, the Town Board has prepared the subject DSGEIS and desires to hold a public hearing upon the document pursuant to 6NYCRR Part 617, now

THEREFORE BE IT

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

rh/planning

THE VOTE

Bartunek  yes  no Sanders  yes  no
Blass  yes  no Densieski  yes  no
Cardinale  yes  no

THE RESOLUTION WAS WAS NOT THEREFORE DULY ADOPTED

**TOWN OF RIVERHEAD  
NOTICE OF PUBLIC HEARING**

**PLEASE TAKE NOTICE**, that a public hearing will be held on the 16th day of August, 2005 at 7:10 o'clock p.m. at Jamesport Community Center, South Jamesport Avenue, Jamesport, New York to consider the Draft Environmental Impact Statement as prepared by the Town Board of Riverhead in support of the motion of the Town Board to amend the Zoning Use District Map of the Town of Riverhead to provide for the Planned Industrial Park (PIP) Zoning Use District to the exclusion of the Planned Recreational Park (PRP) Zoning Use District upon approximately 590 acres located within the Enterprise Park at Calverton, (EPCAL); such real property more particularly described as part of parcel number 0600-135-1-7.33.

DATED: August 2, 2005  
Riverhead, New York

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF RIVERHEAD

BARBARA GRATTAN, TOWN CLERK

8/2/05

TOWN OF RIVERHEAD

Adopted

Resolution # 771

AUTHORIZES FIRE MARSHAL TO ATTEND CODE DEVELOPMENT PROCESS HEARINGS

COUNCILMAN DENSIESKI offered the following resolution,

which was seconded by COUNCILMAN BARTUNEK

WHEREAS, Fire Marshal Bruce E. Johnson requests to attend the International Code Council (ICC) Annual Conference and Final Action Hearings in Detroit, Michigan; and

WHEREAS, the attendance of said hearings is essential for New York State Code Enforcement Officers to provide testimony and to vote on proposed changes to the Building, Fire and Property Maintenance Codes which are the codes that affect Building and Fire Safety in the Town of Riverhead; and

WHEREAS, the International Code Council (ICC) Annual Conference and Final Action Hearings will be held September 25 through September 29, 2005 in Detroit, Michigan; and

WHEREAS, the cost to attend said hearings will be paid for by the New York State Fire Marshal and Inspectors Association and therefore will not incur any expenses to the Town of Riverhead; and

NOW, THEREFORE BE IT RESOLVED, that the Fire Marshal be authorized to attend this hearing; and

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

THE VOTE

Sanders  Yes  No

Blass <sup>absent</sup>  Yes  No

Densieski  Yes  No

Bartunek  Yes  No

Cardinale  Yes  No

The Resolution Was  Was Not   
Thereupon Duly Declared Adopted

August 2, 2005

# Tabled

Town of Riverhead  
Resolution No. 772

RESCINDS RESOLUTION 639 OF 2005  
(MODIFICATION OF SUNKEN PONDS SITE PLAN)

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

WHEREAS, on July 6, 2005, the Town Board adopted resolution 639 which approved a modification to a site plan for Sunken Pond Estates Condominium, located at Middle Road, Riverhead, NY known as designated Suffolk County Tax Map Number 0600-82-3-1.16; and

WHEREAS, it has come to the attention of the Town Board that the Homeowner's Association of Sunken Pond Estates is opposed to the modification approved in the aforementioned resolution as it is apparently not part of the approved condominium prospectus; and

WHEREAS, based upon the objections of the community and the conflict with the approved prospectus the Town Board wishes to rescind its prior approval.

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board of the Town of Riverhead hereby rescinds resolution 639 of 2005.

DCT/TA

THE VOTE

Bartunek	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no	Sanders	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no
Blass	<input type="checkbox"/> yes	<input checked="" type="checkbox"/> no	Densieski	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no
	<i>Absent</i>		Cardinale	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no

THE RESOLUTION  WAS  WAS NOT  
THEREFORE DULY ADOPTED

# Tabled

8/2/2005

# Adopted

## TOWN OF RIVERHEAD

RESOLUTION # 773

### ESTABLISHES FEE SCHEDULE FOR ELECTRONIC RECORDS RETENTION

Councilman Densieski offered the following resolution, which was seconded by Councilwoman Sanders.

WHEREAS, a local law amending Chapters 52 and 108 of the Riverhead Town Code to create § 52-10(F), §108-77 (A)(3), §108-96 (D)(4), §108-97 (F)(6) entitled, "ELECTRONIC RECORDS RETENTION FEES" was adopted by resolution #347 of the Town Board of the Town of Riverhead at its regular meeting held on April 19, 2005; and

WHEREAS, "ELECTRONIC RECORDS RETENTION FEES" as set forth above such fees shall be determined from time to time by resolution of the Town Board of the Town of Riverhead;

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby establishes the attached fee schedule; and be it further

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

#### THE VOTE

Bartunsk  yes  no Sanders  yes  no  
Blas  yes  no Densieski  yes  no  
Cardinals  yes  no

THE RESOLUTION  WAS  WAS NOT  
THEREFORE DULY ADOPTED