

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

- Res. #618 Recreation Youth Program Budget Adjustment
- Res. #619 Scavenger Waste Budget Adjustment
- Res. #620 Accepts 100% Security of Route 58, LLC
- Res. #621 Accepts 100% Security of Riverhead PGC, LLC
- Res. #622 Ratifies the Appointment of a Summer Recreation Aide Level II to the Riverhead Youth Bureau (Michael Ferris)
- Res. #623 Appoints Member to the Riverhead Conservation Advisory Council (Alex Galasso)
- Res. #624 Authorizes the Attendance of One Police Department Employee to a Homicide Seminar
- Res. #625 Establishes Salaries for Board of Assessment Review Members
- Res. #626 Appoints a Maintenance Mechanic II to the Building and Grounds Division of the Engineering Department (Thomas Vance)
- Res. #627 Authorizes Attendance of Assessor at Seminar
- Res. #628 Ratifies the Appointment of a Park Attendant II, Level I to the Riverhead Recreation Department (Thomas Goodwin)
- Res. #629 Ratifies the Appointment of a Beach Attendant/Concession Stand Operator Level II to the Riverhead Recreation Department (Mary Flood)
- Res. #630 Authorizes the Town Clerk to Publish and Post a Help Wanted Advertisement for a Civil Engineer
- Res. #631 Classifies Action and Declares Lead Agency on Change of Zone for Aquebogue Mews (AAA Buffalo 2 Realty Corp.) and Refers Petition to the Planning Board

- Res. #632 Grants Special Use Permit Petition of Jane Wanat – Prefabricated Residential Building
- Res. #633 Grants Special Use Permit Petition of Dr. Gerald Weber Professional Office
- Res. #634 Authorizes the Supervisor to Execute an Agreement Authorizing the Town to Accept Funds from Suffolk County Office for the Aging to Supplement the Town’s Expanded in-Home Services for the Elderly Program
- Res. #635 Authorizes the Supervisor to Execute an Agreement Authorizing the Town to Accept Funds from Suffolk County Office for the Aging to Supplement the Town’s Residential Repair Program for the Elderly
- Res. #636 Authorizes the Town Attorney to Execute a Stipulation Discontinuing Action (North Fork Knolls I, L.P. v. Town Board of the Town of Riverhead)
- Res. #637 Authorization to Publish Advertisement for Propane for the Town of Riverhead
- Res. #638 Authorizes the Town Clerk to Publish and Post Public Notice to Consider a Local Law for the Addition of Sections 52-22 Through 52-27, Inclusive, to Chapter 52 Entitled, “Building Construction, Green Building Construction and Certification Regarding New Town-Owned Buildings and Facilities” of the Riverhead Town Code
- Res. #639 Extends Bid Contract for Landscaping Items for the Town of Riverhead
- Res. #640 Waives the Requirement of the Submission of Site Plan Security Pursuant to §108-133(I) of the Riverhead Town Code
- Res. #641 Authorizes the Town Clerk to Advertise for Bids on a Used Double Drum Static Compactor
- Res. #642 Authorizes Town Clerk to Publish & Post Notice to Bidders for Electric Motor Emergency Repair/Replacement for Use by the Riverhead Water District

- Res. #643 Authorizes the Supervisor to Execute an Agreement with Air Mark Air Conditioning Corporation to Maintain Heating, Ventilation and Air Conditioning Systems at the Riverhead Town Animal Shelter
- Res. #644 Authorizes the Town Board to Designate and Appoint Cheri Wirth as Town Board Appointee to the Riverhead Business Improvement District Management Association's Board of Directors
- Res. #645 Authorizes Town Clerk to Publish and Post Notice of Scoping Hearing DEIS of the Special Use Permit Petition of Jul Bet Enterprises (Historic Village of Jamesport)
- Res. #646 Adopts a Local law to Repeal Article XXV Entitled "Recreational District" in Chapter 108 of the Town Code of the Town of Riverhead Entitled, "Zoning" (§108-124., §108-125., and §108-127)
- Res. #647 Adopts a Local Law to Amend Chapter 101 Entitled "Vehicles & Traffic" of the Riverhead Town Code (§101-7. Turns.)
- Res. #648 Adopts a Local Law to Amend Chapter 101 Entitled "Vehicles & Traffic" of the Riverhead Town Code (§101-3. Stop and Yield Intersections; Railroad Crossings; Parking Fields.)
- Res. #649 Adopts a Local Law to Amend Chapter 95 Entitled "Taxation" of the Riverhead Town Code (Exemption for Cold War Veterans)
- Res. #650 Approves Chapter 90 Application of 400 Restoration Realty, LLC (Benefit for SASS Foundation (Medical Research) and East End Breast Cancer Coalition)
- Res. #651 Approves Chapter 90 Application of St. John the Evangelist R.C. Church (Chinese Auction)
- Res. #652 Approves Chapter 90 Application of St. John the Evangelist R.C. Church (Craft Fair)
- Res. #653 Approves Chapter 90 Application of Living Water Full Gospel Church (Craft Fair)

- Res. #654 Approves Chapter 90 Application of Larry's Lighthouse Marina (Boat Show)
- Res. #655 Authorizes Town Clerk to Publish and Post Public Notice to Consider a Local Law to Amend Chapter 90 Entitled "Special Events" of the Riverhead Town Code
- Res. #656 Accepts Offer From the Business Improvement District Management Association (Riverfront Pavilion)
- Res. #657 Ratifies Attendance of Employee at Leed Certification Training
- Res. #658 Pays Bills

July 15, 2008

# Adopted

TOWN OF RIVERHEAD

RECREATION YOUTH PROGRAM

BUDGET ADJUSTMENT

RESOLUTION # 618

COUNCILWOMAN BLASS offered the following resolution,

which was seconded by COUNCILMAN DUNLEAVY.

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

		<u>FROM</u>	<u>TO</u>
006.073100.518600	Seasonal Employee Rec Program	15,000	
006.07310000.543405	Youth Bureau Camp Travel Expense		15,000

**THE VOTE**

Wooten  Yes  No

Buckley  Yes  No

Dunleavy  Yes  No

Blass  Yes  No

Cardinale  Yes  No

July 15, 2008

**Adopted**

TOWN OF RIVERHEAD

SCAVENGER WASTE

BUDGET ADJUSTMENT

RESOLUTION # 619

COUNCILMAN DUNLEAVY

offered the following resolution,

which was seconded by COUNCILMAN BUCKLEY.

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

		<u>FROM</u>	<u>TO</u>
128.000000.499999	Appropriated Fund Balance	\$4,000	
128.081890.524900	Generator Equipment/Maintenance		\$4,000

**THE VOTE**

Wooten  Yes  No

Buckley  Yes  No

Dunleavy  Yes  No

Blass  Yes  No

Cardinale  Yes  No



7/15/08

Adopted

TOWN OF RIVERHEAD

Resolution # 620

ACCEPTS 100% SECURITY OF ROUTE 58, LLC

COUNCILMAN BUCKLEY

offered the following resolution,

which was seconded by

COUNCILMAN WOOTEN

**WHEREAS**, Route 58, LLC has posted a Bank of Smithtown Irrevocable Letter of Credit No. 100403 in the sum of Eight Hundred Eighty Thousand (\$880,000.00) representing the 100% site plan security bond in connection with Riverhead Planning Board Resolution #43, dated May 5, 2008, for the demolition of an existing 25,500 sq. ft. auto dealership building and the construction of a 30,000 sq. ft., 28 lane, bowling center and related improvements located on Route 25, Riverhead, New York, further described as Suffolk County Tax Map #0600-85-1-5, pursuant to Section 108-133 (I) of the Riverhead Town Code; and

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

**NOW THEREFORE BE IT RESOLVED**, that the Town Board of the Town of Riverhead hereby accepts Bank of Smithtown Irrevocable Letter of Credit No. 100403 in the sum of Eight Hundred Eighty Thousand (\$880,000.00), having the Town of Riverhead as beneficiary, representing the 100% site plan security in connection with Riverhead Planning Board Resolution #43 dated May 5, 2008; and be it further

**RESOLVED**, that the Town Clerk of the Town of Riverhead is hereby authorized to forward a certified copy of this resolution to Route 58, LLC, 96 Main Road, Aquebogue, New York, 11931; and be it further

**RESOLVED**, all Town Hall Departments may review and obtain a copy of this resolution from the E-Cabinet and if needed, a certified copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Buckley  yes  no Wooten  yes  no  
Dunleavy  yes  no Bläss  yes  no  
Cardinale  yes  no

THE RESOLUTION  WAS  WAS NOT  
THEREFORE DULY ADOPTED

7/15/08

# Adopted

## TOWN OF RIVERHEAD

Resolution # 621

### ACCEPTS 100% SECURITY OF RIVERHEAD PGC, LLC

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

**WHEREAS**, Riverhead PGC, LLC has posted a Capital One N.A. Cashier's Check #8000191697 in the sum of Two Thousand (\$2,000.00) representing the 100% site plan security bond in connection with Riverhead Planning Board Resolution #54, dated July 19, 2007, for the addition of a new façade (except for the King Kullen and Wal-Mart) located on Route 25, Riverhead, New York, further described as Suffolk County Tax Map #s 0600-104-2-4, 16, 17, 18 19, 48, and 50, pursuant to Section 108-133 (I) of the Riverhead Town Code; and

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

**NOW THEREFORE BE IT RESOLVED**, that the Town Board of the Town of Riverhead hereby accepts the Capital One N.A. Cashier's Check #8000191697 in the sum of Two Thousand (\$2,000.00) payable to the Town of Riverhead, representing the 100% site plan security in connection with Riverhead Planning Board Resolution #54 dated July 19, 2007; and be it further

**RESOLVED**, that the Town Clerk of the Town of Riverhead is hereby authorized to forward a certified copy of this resolution to Mr. William Kugelman, Philips International, 295 Madison Avenue, New York, New York, 10017; and be it further

**RESOLVED**, all Town Hall Departments may review and obtain a copy of this resolution from the E-Cabinet and if needed, a certified copy of same may be obtained from the Office of the Town Clerk.

**THE VOTE**

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

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

07/15/08

Adopted

**TOWN OF RIVERHEAD**

Resolution # 622

**RATIFIES THE APPOINTMENT OF  
A SUMMER RECREATION AIDE LEVEL II  
TO THE RIVERHEAD YOUTH BUREAU**

COUNCILWOMAN BLASS offered the following resolution,

which was seconded by COUNCILMAN DUNLEAVY

**RESOLVED**, that Michael Ferris is hereby appointed as a Summer Recreation Aide Level II effective, July 9, 2008 to serve as needed on an at will basis to be paid at the rate of \$9.65 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; and

**BE IT FURTHER, RESOLVED**, that the Town Board hereby authorizes the Town Clerk to forward a copy of this Resolution to Michael Ferris.<sup>1</sup>

<b>THE VOTE</b>									
Buckley	<input checked="" type="checkbox"/>	yes	<input type="checkbox"/>	no	Wooten	<input checked="" type="checkbox"/>	yes	<input type="checkbox"/>	no
Dunleavy	<input checked="" type="checkbox"/>	yes	<input type="checkbox"/>	no	Blass	<input checked="" type="checkbox"/>	yes	<input type="checkbox"/>	no
					Cardinale	<input checked="" type="checkbox"/>	yes	<input type="checkbox"/>	no
<b>THE RESOLUTION <input checked="" type="checkbox"/> WAS <input type="checkbox"/> WAS NOT THEREFORE DULY ADOPTED</b>									

<sup>1</sup> Rec. Kelly/ Resolution. Recreation Aide.- Michael Ferris

Adopted

TOWN OF RIVERHEAD

Resolution # 623

**APPOINTS MEMBER TO THE RIVERHEAD  
CONSERVATION ADVISORY COUNCIL**

~~COUNCILMAN DUNLEAVY~~  
~~COUNCILMAN BUCKLEY~~ offered the following resolution, which was seconded  
by, \_\_\_\_\_.

**WHEREAS**, Chapter 13 of the Riverhead Town Code entitled "Conservation Advisory Council" causes the establishment of an advisory body to the Town Board known as the Conservation Advisory Council consisting of (7) members; and

**WHEREAS**, one vacancy presently exists on the committee; and

**WHEREAS**, the Riverhead Town Board has reviewed resumes submitted for consideration.

**NOW, THEREFORE, BE IT RESOLVED**, that the Riverhead Town Board hereby appoints Alex Galasso to the Conservation Advisory Council for a two-year term expiring July, 2010.

**BE IT FURTHER RESOLVED**, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to Alex Galasso, members of the Conservation Advisory Council and the Office of Accounting.

**THE VOTE**

Buckley  YES  NO    Wooten  YES  NO

Dunleavy  YES  NO    Blass  YES  NO

CARDINALE  YES  NO

THIS RESOLUTION  IS  IS NOT  
DECLARED DULY ADOPTED

July 15, 2008

**Adopted**

**TOWN OF RIVERHEAD**

**Resolution # 624**

**AUTHORIZES THE ATTENDANCE OF ONE POLICE DEPARTMENT EMPLOYEE  
TO A HOMICIDE SEMINAR**

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

**WHEREAS**, Police Chief Hegermiller has requested authorization from the Riverhead Town Board for the attendance of a Police Department employee to attend the 21<sup>st</sup> Annual Colonel Henry F. Williams Homicide Seminar; and,

**WHEREAS**, the seminar will be held at the New York State Police Academy in Albany, New York, from September 20 to September 25, 2008.

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Board hereby authorizes the attendance of a Police Department employee at the aforementioned training conference; and,

**BE IT FURTHER RESOLVED**, that the Town Board hereby authorizes reimbursement of expenses, not to exceed \$1,000.00, upon proper submission of receipts; and,

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

BLASS <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	BUCKLEY <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
DUNLEAVY <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	WOOTEN <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
CARDINALE <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	

THIS RESOLUTION  IS  IS NOT  
DECLARED DULY ADOPTED

7/15/2008

TOWN OF RIVERHEAD

Resolution # 625

**Adopted**

**ESTABLISHES SALARIES FOR  
BOARD OF ASSESSMENT REVIEW MEMBERS**

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

**WHEREAS**, resolution #2000-525 established salaries for the members of the Board of Assessment Review, and

**WHEREAS**, the Town Board wishes to change these salaries.

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Board authorizes an annual stipend of \$1,000 for each Board member with an additional annual stipend of \$100 for the Chairperson, effective January 1, 2009, and

**BE IT FURTHER RESOLVED**, that the Town Clerk be and is hereby directed to forward a copy of this resolution to the Board of Assessment Review members, the Assessor's Office, and the Accounting Department.

**THE VOTE**

Wooten  Yes  No

Buckley  Yes  No

Dunleavy  Yes  No

Blass  Yes  No

Cardinale  Yes  No

The Resolution Was  Was Not

Thereupon Duly Declared Adopted

July 15, 2008

**Adopted**

**TOWN OF RIVERHEAD**

Resolution # 626

**APPOINTS A MAINTENANCE MECHANIC II  
TO THE BUILDING AND GROUNDS DIVISION OF THE ENGINEERING  
DEPARTMENT**

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

**WHEREAS**, a vacancy exists for the position of Maintenance Mechanic II in the Building and Grounds Division of the Engineering Department, and

**WHEREAS**, the job was duly posted for, job posting #5, the position was duly advertised for, interviews were conducted, and

**WHEREAS**, pending the results of a successful background check, a recommendation of a suitable candidate has been made by the Town Engineer and the Personnel Officer.

**NOW, THEREFORE, BE IT RESOLVED**, that effective July 16, 2008, this Town Board hereby appoints Thomas Vance to the position of Maintenance Mechanic II in the Building and Grounds Division of the Engineering Department as found I Group 7, Step P of the Operational and Technical Salary Schedule, and

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

**The Vote**

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

**THE RESOLUTION    WAS    WAS NOT**

**THEREFORE DULY ADOPTED**

07/15/2008

**Adopted**

TOWN OF RIVERHEAD

RESOLUTION # 627

**AUTHORIZES ATTENDANCE OF ASSESSOR AT SEMINAR**

COUNCILMAN DUNLEAVY

offered the following resolution which was seconded by

COUNCILMAN BUCKLEY

WHEREAS, a seminar for assessors is being held at SUNY IT, Utica, New York, on August 4th through August 8, 2008 and,

WHEREAS, 1 member of the Board of Assessors has expressed a desire to attend the seminar.

NOW, THEREFORE, BE IT RESOLVED, that 1 assessor is hereby authorized to attend said seminar, and

BE IT FURTHER RESOLVED, that the use of a Town vehicle is hereby authorized, and

BE IT FURTHER RESOLVED, that the amount of \$200.00 shall cover tuition, lodging, meals, materials, and travel expenses, and

BE IT FURTHER RESOLVED, that all expenses shall be reimbursed by the Town upon submission of receipts, and

BE IT FURTHER RESOLVED, that tuition, lodging, meals, and travel expenses are subject to reimbursement by the State of New York to the Town of Riverhead upon completion of said seminar, and

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

**THE VOTE**

Wooten  Yes  No

Buckley  Yes  No

Dunleavy  Yes  No

Blass  Yes  No

Cardinale  Yes  No

The Resolution Was  Was Not   
Thereupon Duly Declared Adopted

7/15/08

Adopted

**TOWN OF RIVERHEAD**

Resolution # 628

**APPOINTS A PARK ATTENDANT II, LEVEL I  
TO THE RIVERHEAD RECREATION DEPARTMENT**

**COUNCILMAN BUCKLEY**

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

which was seconded by \_\_\_\_\_ **COUNCILMAN WOOTEN** \_\_\_\_\_

**RESOLVED**, that Thomas Goodwin is hereby appointed as a Park Attendant II, Level I effective, July 16, 2008 to serve as needed on an at will basis to be paid at the rate of \$9.75 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; and

**BE IT FURTHER, RESOLVED**, that the Town Board hereby authorizes the Town Clerk to forward this Resolution to Thomas Goodwin, and the Office of Accounting.<sup>1</sup>

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

THE RESOLUTION  WAS  WAS NOT THEREFORE DULY ADOPTED

<sup>1</sup> Rec.Kelly/ Resolution. Park Attend II ThomasGoodwin

7/15/08

Adopted

TOWN OF RIVERHEAD

Resolution # 629

**RATIFIES THE APPOINTMENT OF  
A BEACH ATTENDANT/CONCESSION STAND OPERATOR LEVEL II  
TO THE RIVERHEAD RECREATION DEPARTMENT**

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

**RESOLVED**, that Mary Flood is hereby appointed as a Beach Attendant/Concession Stand Operator Level II effective, June 28, 2008 to serve as needed on an at will basis to be paid at the rate of \$9.60 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; and

**BE IT FURTHER, RESOLVED**, that the Town Board hereby authorizes the Town Clerk to forward a copy of this Resolution to Mary Flood.<sup>1</sup>

THE VOTE

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

THE RESOLUTION  WAS  WAS NOT  
THEREFORE DULY ADOPTED

<sup>1</sup> Rec. Kelly/ Resolution. Beach Attend/ConcStandOperator.- Mary Flood

July 15, 2008

TOWN OF RIVERHEAD

Adopted

Resolution # 630

**AUTHORIZES THE TOWN CLERK TO PUBLISH AND POST  
A HELP WANTED ADVERTISEMENT FOR A CIVIL ENGINEER**

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

**BE IT RESOLVED**, that the Town Clerk be and is hereby directed to publish the attached Help Wanted Advertisement in the July 20, 2008 issue of Newsday.

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

**The Vote**

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

THE RESOLUTION   ✓   WAS    WAS NOT

**THEREFORE DULY ADOPTED**

## **HELP WANTED**

Civil Engineer - The Town of Riverhead is seeking a Civil Engineer. Must have a degree in Engineering and hold a NYS PE license. Exp. in storm water management preferred. Applications are to be submitted to the Personnel Department, 552 East Main Street, Riverhead, NY. No applications will be accepted after 4:00 pm on August 1, 2008. EOE.

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

July 15, 2008

Adopted

**TOWN OF RIVERHEAD**

Resolution # 631

**Classifies Action and Declares Lead Agency on Change of Zone  
for Aquebogue Mews (AAA Buffalo 2 Realty Corp.) and Refers Petition  
to the Planning Board**

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

**WHEREAS**, the Riverhead Town Board is in receipt of a change of zone petition pursuant to Article XVIII of the Town Code from Aquebogue Mews (AAA Buffalo 2 Realty Corp.) to impose the provisions of the Hamlet Center (HC) zoning use district to the exclusion of the existing Hamlet Residential (HR) zoning for the purpose of constructing two 3,700sq.ft. retail buildings, two-two story 3,700sq.ft. buildings with ground floor offices and second floor apartments and related improvements on 6.09ac. of land; such property more particularly described as SCTM 0600-66-2-13&14.1, and

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

**WHEREAS**, the Riverhead Planning Department has reviewed these materials and has determined the petition to be an Unlisted action pursuant to 6NYCRR Part 617 for which coordinated review is optional and in this case unnecessary, and

**WHEREAS**, the Riverhead Planning Department has prepared a staff SEQR report outlining the impacts of the project to be induced by the instant petition and recommending that a negative declaration of significance be rendered, and

**WHEREAS**, the Town Board desires the recommendations of the Riverhead Planning Board respecting planning and zoning issues prior to a determination of significance, now

**THEREFORE, BE IT**

**RESOLVED**, that the Riverhead Town Board declares itself to be the lead agency for the change of zone application of Aquebogue Mews (AAA Buffalo 2 Realty Corp.) which it classifies as an Unlisted action, and

**BE IT FURTHER**

**RESOLVED**, that the Town Clerk be directed to refer the petition to the Riverhead Planning Board for their review and recommendation and is hereby authorized to forward a certified copy of this resolution to the Planning Department and to the applicant or his agent.

**THE VOTE**

Wooten  Yes  No

Buckley  Yes  No

Dunleavy  Yes  No

Blass  Yes  No

Cardinale  Yes  No

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

TOWN OF RIVERHEAD

Resolution # 632

Adopted

**Grants Special Use Permit Petition of  
Jane Wanat – Prefabricated Residential Building**

**COUNCILMAN BUCKLEY** offered the following resolution,

which was seconded by **COUNCILMAN WOOTEN**

**WHEREAS**, the Riverhead Town Board is in receipt of a special permit petition from Jane Wanat to expand a non-conforming residential use upon real property located at West Main Street, Riverhead, New York; such property more particularly described as Suffolk County Tax Lot Number 0600-119-1-22.1, and

**WHEREAS**, the Riverhead Planning Department has completed an environmental review of the special use permit petition and has recommended that Action be considered Type II pursuant to 6 NYCRR Part 617, and

**WHEREAS**, the applicant has sought and has been granted relief from Chapter 108, Section 108-64 requesting permission to install a modular manufactured home, and

**WHEREAS**, the petition was referred to the Suffolk County Planning Commission for its report and recommendation; such Planning Commission determining that the petition is a matter of local determination, and

**WHEREAS**, a public hearing on the matter was held by the Riverhead Town Board on July 1, 2008, and

**WHEREAS**, the Riverhead Town Board has carefully considered the merits of the special use permit petition, the SEQRA record created to date, the report of the Riverhead Planning Department, the report of the Suffolk County Planning Commission the commentary heard at the relevant public hearing as well as all other pertinent planning, zoning and environmental information, now

**THEREFORE BE IT**

**RESOLVED**, that in the matter of the special permit petition of Jane Wanat, the Riverhead Town Board hereby declares itself to be the Lead Agency pursuant to 6 NYCRR Part 617 and further determines the Action to be Type II and that no further environmental review is required, and

**BE IT FURTHER**

**RESOLVED**, that with respect to the subject special permit petition, the Riverhead Town Board hereby makes the following findings:

- (i) the site is particularly suitable for the location of the use in the community;
- (ii) the lot area is sufficient for the proposed use;
- (iii) access facilities are adequate for the motor vehicle turning movements to be generated;
- (iv) adequate provisions will be made for the collection and disposal of both stormwater runoff and sanitary waste;
- (v) adequate provisions have been made for the collection and disposal of solid wastes; and

**BE IT FURTHER,**

**RESOLVED,** that based upon its findings, the Riverhead Town Board hereby grants the special use permit of Jane Wanat, and

**BE IT FURTHER,**

**RESOLVED,** that the applicant shall complete all construction and commence the special use within two (2) years from the date of this approval, and

**BE IT FURTHER,**

**RESOLVED,** that a copy of this resolution be forwarded to Jane Wanat or her agent, the Building Department, the Town Attorney, the Fire Marshal, the Accounting Department and that a copy be scanned on to the Town Hall Share Drive for future reference.

THE VOTE

DUNLEAVY  YES \_\_\_ NO    BUCKLEY  YES \_\_\_ NO

BLASS  YES \_\_\_ NO    WOOTEN  YES \_\_\_ NO

CARDINALE  YES \_\_\_ NO

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

July 15, 2008

**TOWN OF RIVERHEAD**

**Resolution # 633**

**Adopted**

**Grants Special Use Permit Petition of  
Dr. Gerald Weber Professional Office**

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

**WHEREAS**, the Riverhead Town Board is in receipt of a special permit petition from Dr. Gerald Weber to allow the conversion and use of an existing single family residence as a professional office on real property located at Main Road, Jamesport, New York; such property more particularly described as Suffolk County Tax Lot Number 0600-68-4-28, and

**WHEREAS**, the Riverhead Planning Department has completed an environmental review of the special use permit petition and has recommended that a negative declaration be made by the Lead Agency pursuant to 6 NYCRR Part 617, and

**WHEREAS**, the petition was referred to the Suffolk County Planning Commission for its report and recommendation; such Planning Commission determining that the petition is a matter of local determination, and

**WHEREAS**, a public hearing on the matter was held by the Riverhead Town Board on June 17, 2008, and

**WHEREAS**, the Riverhead Town Board has carefully considered the merits of the special use permit petition, the SEQRA record created to date, the report of the Riverhead Planning Department, the report of the Suffolk County Planning Commission the commentary heard at the relevant public hearing as well as all other pertinent planning, zoning and environmental information, now

**THEREFORE BE IT**

**RESOLVED**, that in the matter of the special permit petition of Dr. Gerald Weber, the Riverhead Town Board hereby declares itself to be the Lead Agency pursuant to 6NYCRR Part 617 and further determines the Action to be Unlisted without significant adverse impacts to the environment and that a Draft Environmental Impact Statement need not be prepared, and

**BE IT FURTHER**

**RESOLVED**, that with respect to the subject special permit petition, the Riverhead Town Board hereby makes the following findings:

- (i) the site is particularly suitable for the location of the use in the community;
- (ii) the lot area is sufficient for the proposed use;
- (iii) access facilities are adequate for the motor vehicle turning movements to be generated;
- (iv) adequate provisions will be made for the collection and disposal of both stormwater runoff and sanitary waste;
- (v) adequate provisions have been made for the collection and disposal of solid wastes; and

**BE IT FURTHER,**

**RESOLVED**, that based upon its findings, the Riverhead Town Board hereby grants the special use permit of Dr. Gerald Weber, and

**BE IT FURTHER,**

**RESOLVED**, that the applicant shall complete all construction and commence the special use within two (2) years from the date of this approval, and

**BE IT FURTHER,**

**RESOLVED**, that a copy of this resolution be forwarded to Sean Walter, Attorney at Law, as agent for the applicant, the Building Department, the Town Attorney, the Fire Marshal, the Accounting Department and that a copy be scanned on to the Town Hall Share Drive for future reference.

**THE VOTE**

DUNLEAVY  YES \_\_\_ NO    BUCKLEY  YES \_\_\_ NO  
BLASS  YES \_\_\_ NO    WOOTEN  YES \_\_\_ NO  
CARDINALE  YES \_\_\_ NO  
THIS RESOLUTION  WAS \_\_\_ WAS NOT  
THEREFORE DULY ADOPTED

7/15/08

TOWN OF RIVERHEAD

Adopted

RESOLUTION # 634

AUTHORIZES THE SUPERVISOR TO EXECUTE AN AGREEMENT  
AUTHORIZING THE TOWN TO ACCEPT FUNDS FROM SUFFOLK COUNTY-  
OFFICE FOR THE AGING TO SUPPLEMENT THE TOWN'S EXPANDED IN-  
HOME SERVICES FOR THE ELDERLY PROGRAM

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

WHEREAS, the Senior Citizen Department offers a wide variety of programs, activities and support services including non-medical in-home personal care to the elderly residents of the Riverhead community; and

WHEREAS, the Senior Citizen Department wishes to supplement its in-home personal care to the elderly residents of the Riverhead community; and

WHEREAS, Suffolk County-Office for The Aging is interested in defraying a portion of the non-medical in-home personal care costs incurred by the Senior Citizen Department.

NOW THEREFORE BE IT RESOLVED, that the Supervisor is hereby authorized to execute the attached agreement authorizing the Town of Riverhead to accept funds from Suffolk County-Office for The Aging for the purpose of supplementing the budget of the Town's non-medical in-home personal care program for the elderly residents of Riverhead.

RESOLVED, that the Town Clerk is hereby directed to forward a certified copy of this resolution to Leonor Hunter, Fiscal Administrator II, Suffolk County Office For The Aging, H. Lee Dennison Building, 100 Veterans Memorial Highway, PO Box 6100, Hauppauge, New York 11788; the Office of the Supervisor; Senior Citizen Department and the Office of the Town Attorney.

THE VOTE

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

The Resolution  Was  Was Not  
Thereupon Duly Declared Adopted

### Amendment of Agreement

This is the Third Amendment of an Agreement (Agreement), last dated October 14, 2005, 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 H. Lee Dennison Building, 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 terms of the Agreement for the in-home personal care services under the Expanded In-Home Services for the Elderly Program (EISEP) and the Community Services for the Elderly Program (CSE) for the period from April 1, 2008 through March 31, 2010 (the period April 1, 2008 through March 31, 2010 being hereinafter called the "2008/2010 Extension Period"), and to add and amend certain contract provisions to comply with current County Standards, as set forth herein.

**Term of Agreement:** Shall be April 1, 2005 through March 31, 2010.  
**Total Cost of Agreement:** Shall be paid on a fee-for-service basis for each contract year (April 1 through the following March 31), at the rate of \$14.07 for the current contract, as set forth in Exhibit C-2008/2010 attached.  
**Terms and Conditions:** Shall be as set forth in Exhibit A-2008/2010, C-2008/2010 and the Exhibit entitled "Legislative Requirements Exhibit for Contracts" revised 12/07, attached.

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

**Town of Riverhead**

**County of Suffolk**

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

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

Fed. Taxpayer ID #: 11-6001935

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

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

Approved:

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

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

Approved as to Legality:

Recommended:

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

By: \_\_\_\_\_ Date \_\_\_\_\_  
Ritva Gottesman  
Asst. Senior Citizen Program Coordinator

By: \_\_\_\_\_ Date \_\_\_\_\_  
Jacqueline Caputi  
Assistant County Attorney

### Exhibit A –2007/2010

Whereas, the County and Contractor have entered into an Agreement (Law No. AG002M/0015-10R), last dated October 14, 2005, for a term from April 1, 2005 through March 31, 2006 with four one-year extensions at the County's option for an EISEP/CSE Housekeeper/Chore Program; and

Whereas, the County and Contractor have entered into a First Amendment of Agreement (Law No. AG002M/0015-10RA) extending the term of the Agreement from March 31, 2006 through March 31, 2007; and

Whereas, the continuity of service delivery is considered to be in the best interest of the County and the frail, elderly clients and their families for the best possible outcomes, so the County and Contractor entered into a Second Amendment of Agreement (Law No. AG002M/0015-10RB) extending the term of the Agreement from April 1, 2007 through March 31, 2010; and

Whereas, the parties hereto desire to modify the Agreement to increase the unit cost to \$14.07, as stated on the cover page of this Third Amendment of Agreement and in Exhibit C-2008/2010, and to add and amend certain contract provisions to comply with current County standards, as set forth below;

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 the cover page of the Agreement remains April 1, 2005 through March 31, 2010 as set forth on page 1 of this Third Amendment of Agreement.

**2. Rate Page:**

The rate at which the Contractor shall be paid for the 2008/2010 Extension Period is as set forth in Exhibit C-2008/2010, annexed hereto and made part of the Agreement.

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

**3. Notices and Contact Persons**

Paragraph 7 of Exhibit A1 to the Agreement, entitled, "Addresses for Notices, Claims and Reports" as amended by paragraph 3 of the First Amendment to the Agreement, is deleted in its entirety and replaced with the following:

**Notices and Contact Persons**

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

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

**For the Department:**

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

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

**For the Contractor:**

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

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

**2. Notices Relating to Termination and/or Litigation**

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

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

**For the County:**

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

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

and

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

**For Contractor:**

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

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

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

**4. Indemnification**

Subparagraph (g) of Paragraph No. 13 of Exhibit A1 to the Agreement entitled "Insurance and Indemnification", as amended by Paragraph 4 of the First Amendment to the Agreement, is deleted in its entirety and replaced with the following:

**Indemnification**

**a. General**

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

**b. Federal Copyright Act**

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

**5. Cooperation on Claims**

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

**Cooperation on Claims**

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

**6. Term and Termination**

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

**Term and Termination**

**a. Term**

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

**b. Termination for Cause**

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

**c. Termination for Emergencies**

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

**d. Termination for Convenience**

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

**e. Payments upon Termination**

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

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

**7. Conflicts of Interest**

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

**8. No Intended Third Party Beneficiaries**

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

**9. Non Responsible Bidder**

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

**10. Gratuities**

The Contractor represents and warrants that it has not offered or given any gratuity to any official, employee or agent of Suffolk County or New York State or of any political party, with the purpose or intent of securing an agreement or securing favorable treatment with respect to

the awarding or amending of an agreement or the making of any determinations with respect to the performance of an agreement, and that the signer of this Agreement has read and is familiar with the provisions of Local Law No. 32-1980 of Suffolk County (Chapter 386 of the Suffolk County Code).

**11. Full Force and Effect**

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

— End of Text of Exhibit —

**Exhibit C-2008/2010**  
**RATE PAGE**  
**EISEP Housekeeper/Chore Program**  
**Town of Riverhead**  
**April 1, 2008– March 31, 2010**

Non Medical in-home personal care to be paid at the rate of \$14.07 per unit of service, as authorized in the care plan, for the 2008/2009 Extension Period.

**Exhibit**  
**Suffolk County Legislative Requirements revised 12/07**

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

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

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

**2. Living Wage Law**

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

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

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

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

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

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

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

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

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

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

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

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

#### 4. Lawful Hiring of Employees Law

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

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

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

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

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

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

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

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

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

**5. Gratuities**

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

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

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

**7. Child Sexual Abuse Reporting Policy**

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

**8. Non Responsible Bidder**

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

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

**9. Use of Funds in Prosecution of Civil Actions Prohibited**

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

**10. Work Experience Participation**

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

**11. Suffolk County Local Laws Website Address**

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

**End of Text for Exhibit**

7/15/08

TOWN OF RIVERHEAD

Adopted

RESOLUTION # 635

AUTHORIZES THE SUPERVISOR TO EXECUTE AN AGREEMENT  
AUTHORIZING THE TOWN TO ACCEPT FUNDS FROM SUFFOLK COUNTY-  
OFFICE FOR THE AGING TO SUPPLEMENT THE TOWN'S RESIDENTIAL  
REPAIR PROGRAM FOR THE ELDERLY

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

WHEREAS, the Senior Citizen Department offers a wide variety of programs, activities and support services including residential repair for the elderly residents of the Riverhead community; and

WHEREAS, the Senior Citizen Department wishes to supplement its residential repair program for the elderly residents of the Riverhead community; and

WHEREAS, Suffolk County-Office for The Aging is interested in defraying a portion of the residential repair program costs incurred by the Senior Citizen Department.

NOW THEREFORE BE IT RESOLVED, that the Supervisor is hereby authorized to execute the attached agreement authorizing the Town of Riverhead to accept funds from Suffolk County-Office for The Aging for the purpose of supplementing the budget of the Town's residential repair program for the elderly residents of Riverhead.

RESOLVED, that the Town Clerk is hereby directed to forward a certified copy of this resolution to Leonor Hunter, Fiscal Administrator II, Suffolk County Office For The Aging, H. Lee Dennison Building, 100 Veterans Memorial Highway, PO Box 6100, Hauppauge, New York 11788; the Office of the Supervisor; Senior Citizen Department and the Office of the Town Attorney.

THE VOTE

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

The Resolution  Was  Was Not  
Thereupon Duly Declared Adopted

### Agreement

This Agreement ("Agreement") is between the County of Suffolk ("County"), a municipal corporation of the State of New York, acting through its duly constituted 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 Contractor has been designated to receive funds from the County to provide a Residential Repair Program for the Elderly as set forth in Exhibit V, entitled "Description of Services and Specific Payment Terms," attached.

**Term of Agreement:** January 1, 2008 through December 31, 2008 with four one-year extensions at the County's option.

**Service Levels:** 1,520 Units of Residential Repair Services  
350 Elderly Serviced, Unduplicated

**Total Cost of Agreement:** Shall not exceed \$27,646, as set forth in Exhibit V, attached.

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

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

**Town of Riverhead**

**County of Suffolk**

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

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

Fed. Taxpayer ID: 11-6001935  
Date: \_\_\_\_\_

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

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

**Approved:**

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

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

**Approved as to Legality:**

**Recommended:**

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

By: \_\_\_\_\_  
Regina DeTuro  
Administrator I

By: \_\_\_\_\_  
Jacqueline Caputi  
Assistant County Attorney

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

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

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**Exhibit I**  
**General Terms and Conditions**

**1. Contractor Responsibilities**

**a. Services**

The Contractor shall provide the services described in Exhibit V, entitled "Description of Services and Specific Payment Terms."

**b. Qualifications and Licenses**

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

**c. Engineering Certificate**

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

**2. Term and Termination**

**a. Term**

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

**b. Termination for Cause**

- i. A failure to maintain the amount and types of insurance required by this Agreement may result in immediate termination of this Agreement, in the sole discretion of the County.
- ii. Failure to comply with federal, state or local laws, rules, regulations, or County policies or directives, may result in immediate termination of this Agreement, in the sole discretion of the County.
- iii. If the Contractor becomes bankrupt or insolvent or falsifies its records or reports, or misuses its funds from whatever source, the County may terminate this Agreement in whole or with respect to any identifiable part of the program, effective immediately, or, at its option, effective at a later date specified in the notice of such termination to the Contractor.

- iv. In the event of a failure on the part of Contractor to observe any of the other terms and conditions of this Agreement, this Agreement may be terminated in whole or in part in writing by the County provided that no such termination shall be effective unless Contractor is given five (5) calendar days' (or longer, at the County's option) written notice of intent to terminate ("Notice of Intent to Terminate"), delivered in accordance with the Exhibit entitled "Notices and Contact Persons." During such five (5) day period, (or longer, at the County's option) the Contractor will be given an opportunity for consultation with the County and an opportunity to cure all failures of its obligations prior to termination by the County. In the event that the Contractor has not cured all its failures to fulfill its obligations to the satisfaction of the County by the end of the (5) day period (or longer, at the County's option), the County may issue a written termination notice ("Termination Notice"), effective immediately.

**c. Termination for Emergencies**

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

**d. Termination for Convenience**

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

**e. Payments upon Termination**

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

### 3. Indemnification

#### a. General

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

#### b. Federal Copyright Act

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

### 4. Insurance

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

- i. **Commercial General Liability** insurance, including contractual liability coverage, in an amount not less than Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury and Two Million Dollars (\$2,000,000.00) per occurrence for property damage.
- ii. **Automobile Liability** insurance (if any vehicles are used by the Contractor in the performance of this Agreement) in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) per person, per accident, for bodily injury and not less than One Hundred Thousand Dollars (\$100,000.00) for property damage per occurrence.
- iii. **Workers' Compensation and Employer's Liability** insurance in compliance with all applicable New York State laws and regulations and **Disability Benefits** insurance, if required by law. Contractor shall furnish to the County, prior to its execution of this

Agreement, the documentation required by the State of New York Workers' Compensation Board of coverage or exemption from coverage pursuant to §§57 and 220 of the Workers' Compensation Law. In accordance with General Municipal Law §108, this Agreement shall be void and of no effect unless the Contractor shall provide and maintain coverage during the term of this Agreement for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

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

**(Delete this clause if not applicable)**

- b. All policies providing such coverage shall be issued by insurance companies with an A.M. Best rating of A- or better.
- c. The Contractor shall furnish to the County Declaration Pages for each such policy of insurance, and upon request, a true and certified original copy of each such policy, evidencing compliance with the aforesaid insurance requirements. In the case of commercial general liability insurance, the County of Suffolk shall be named as an additional insured and the Contractor shall furnish a Declaration Page and endorsement page evidencing the County's status as an additional insured on said policy.
- d. Any such Declaration Page, certificate of insurance, policy, endorsement page or other evidence of insurance supplied to the County shall provide for the County of Suffolk to be notified in writing thirty (30) days prior to any cancellation, nonrenewal or material change in said policies. Such Declaration Page, certificate of insurance, policy, endorsement page, other evidence of insurance, and any notice of nonrenewal or material change shall be mailed to the Department at its address as set forth in this Agreement in the paragraph entitled "Notices and Contact Persons" or at such other address of which the County shall have given the Contractor notice in writing.
- e. In the event the Contractor shall fail to provide the Declaration Page, certificate of insurance, policy, endorsement page or other evidence of insurance, or fail to maintain any insurance required by this Agreement, the County may, but shall not be required to, obtain such policies and deduct the cost thereof from payments due the Contractor under this Agreement or any other agreement between the County and the Contractor.
- f. If the Contractor is a town or other municipal corporation and has a self-insurance program under which it acts as a self-insurer for any of such required coverage, it may provide self-funded coverage and certificates or other evidence of such self-insurance in lieu of insurance issued by insurance companies.

## 5. Independent Contractor

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

## 6. Severability

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

term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

**7. Merger; No Oral Changes**

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

**8. 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.

**9. Non-Discrimination in Services**

During the performance of this Agreement:

- a. The Contractor shall not, on the grounds of race, creed, color, national origin, sex, age, disability, sexual orientation, military status or marital status:
  - i. deny any individual any services or other benefits provided pursuant to this Agreement; or
  - ii. provide any services or other benefits to an individual that are different, or are provided in a different manner, from those provided to others pursuant to this Agreement; or
  - iii. subject an individual to segregation or separate treatment in any matter related to the individual's receipt of any service(s) or other benefits provided pursuant to this Agreement; or
  - iv. restrict an individual in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any services or other benefits provided pursuant to this Agreement; or
  - v. treat an individual differently from others in determining whether or not the individual satisfies any eligibility or other requirements or condition which individuals must meet in order to receive any aid, care, service(s) or other benefits provided pursuant to this Agreement.
- b. The Contractor shall not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, creed, color, national origin, sex, age, disability, sexual orientation, military status or marital status, or have the effect of defeating or substantially impairing accomplishment of the objectives of this Agreement in respect to individuals of a particular race, creed, color, national origin, sex, age, disability, sexual orientation, military status or marital status, in determining:

- i. the types of service(s) or other benefits to be provided, or
- ii. the class of individuals to whom, or the situations in which, such service(s) or other benefits will be provided; or
- iii. the class of individuals to be afforded an opportunity to receive services.

**10. Nonsectarian Declaration**

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

**11 Governing Law**

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

**12. No Implied Waiver**

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

**13. Conflicts of Interest**

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

**14. Cooperation on Claims**

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

**15. Confidentiality**

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

**16. Assignment and Subcontracting**

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

**17. No Intended Third Party Beneficiaries**

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

**18. Certification as to Relationships**

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

**19. Publications and Publicity**

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

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

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

**20. Copyrights and Patents**

**a. Copyrights**

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

**b. Patents**

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

**21. Lawful Hiring of Employees Law in Connection with Contracts for Construction or Future Construction**

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

**End of Text for Exhibit I**

**Exhibit II**  
**Suffolk County Legislative Requirements**

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

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

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

**2. Living Wage Law**

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

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

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

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

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

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

- a. The Contractor shall not use County funds to assist, promote, or deter union organizing.
- b. No County funds shall be used to reimburse the Contractor for any costs incurred to assist, promote, or deter union organizing.
- c. The County of Suffolk shall not use County funds to assist, promote, or deter union organizing.

- d. No employer shall use County property to hold a meeting with employees or supervisors if the purpose of such meeting is to assist, promote, or deter union organizing.

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

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

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

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

#### 4. Lawful Hiring of Employees Law

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

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

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

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

Under the provisions of the Lawful Hiring of Employees Law, the County shall have the authority to terminate this Agreement for violations of this Law and to seek other remedies available under the law.

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

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

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

"Affidavit Of Compliance With The Requirements Of 8 U.S.C. Section 1324a With Respect To Lawful Hiring Of Employees" Form LHE-2.

## 5. Gratuities

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

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

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

**7. Child Sexual Abuse Reporting Policy**

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

**8. Non Responsible Bidder**

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

**9. Use of Funds in Prosecution of Civil Actions Prohibited**

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

**10. Work Experience Participation**

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

**11. Suffolk County Local Laws Website Address**

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

**End of Text for Exhibit II**

**Exhibit III  
Notices and Contact Persons**

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

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

**For the Department:**

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

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

**For the Contractor:**

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

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

**2. Notices Relating to Termination and/or Litigation**

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

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

**For the County:**

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

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

and

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

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

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

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

**End of Text for Exhibit III**

**Exhibit IV**  
**General Payment Terms and Conditions**

**1. General Payment Terms**

- a. The Contractor shall prepare and present a claim form supplied by the County and approved for payment by the County ("Suffolk County Payment Voucher"). Claims shall be documented by sufficient, competent and evidential matter. Payment by the County will be made within thirty (30) days after approval by the Comptroller of the County of Suffolk.
- b. The Contractor agrees that it shall be entitled to no more than the fees set forth in this Agreement for the completion of all work, labor and services contemplated in this Agreement.
- c. The charges payable to Contractor under this Agreement are exclusive of federal, state and local taxes, the County being a municipality exempt from payment of such taxes.
- d. The acceptance by the Contractor of payment of all billings made on the final approved Suffolk County Payment Voucher under this Agreement shall operate as and shall be a release to the County from all claims and liability to the Contractor, its successors, legal representatives and assigns, for services rendered under this Agreement.

**2. Agreement Subject to Appropriation of Funds**

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

**3. Specific Payment Terms and Conditions**

**a. Limit of County's Obligations**

The maximum amount to be paid by the County as set forth on the cover page of this Agreement shall constitute the full obligation of the County in connection with this Agreement and any matter arising therefrom.

**b. Budget**

The Contractor expressly represents and agrees that the Budget, to the extent applicable, lists all personnel and/or all other costs of services to be rendered by the Contractor under this Agreement.

**c. Payment of Claims**

The County, at it's option, may agree to pay the Contractor in advance an amount not to exceed one sixth (1/6) of the Total Cost of Agreement for services provided and costs incurred pursuant to this Agreement upon receipt of a claim voucher for that amount as approved by the County. Payment under this Agreement shall not duplicate payment from any other source(s) for Contractor costs and services funded pursuant to this Agreement. Payment by the County shall be made within thirty (30) days after approval by the Comptroller of the County of Suffolk.

**d. Payment Vouchers**

The Contractor shall submit a standard Suffolk County Payment Voucher listing all information regarding the services and other items for which expenditures have been or will be made in accordance with this Agreement. Either with the Agreement (for services already rendered and expenditures already made), and/or not more than 30 days after the expenditures were made and in no event after the 31<sup>st</sup> day of January following the end of the term of this Agreement, the Contractor shall furnish the Department with detailed documentation in support of the payment for services or expenditures under this Agreement, e.g. dates of service, worksite locations and activities, hours worked and pay rate and/or by program budget categories in accordance with this Agreement. Disbursements made by the Contractor in accordance with this Agreement must be documented and must comply with accounting procedures as set forth by the Suffolk County Department of Audit and Control, including any other form(s) required by the Department or the Suffolk County Department of Audit & Control, shall be furnished to the Department pursuant to, and as limited by, the Regulations for Accounting Procedures for Contract Agencies of the Suffolk County Department of Audit and Control. The Contractor shall be entitled to no more than compensation and/or reimbursement as provided in this Agreement for the completion of all work, labor and services contemplated in this Agreement, and in full reimbursement of all travel and other expenses of every nature and kind whatsoever, notwithstanding the total amount of time expended or expenses actually incurred. In addition to any other remedies that the County may have, failure to supply the required documentation will disqualify the Contractor from any further County contracts.

**e. Payments Limited to Actual Net Expenditures**

The Contractor agrees that if, for any reason whatsoever, the Contractor shall spend during the term of the Agreement for the purposes set forth in this Agreement an amount less than, or receive amounts more than, provided in the Budget, the total County payment under this Agreement shall be reduced to the net amount of approved actual Contractor expenditures made for such purposes, and that the total amount to be paid by the County shall not exceed the lesser of (i) approved actual net expenditures or (ii) the Total Cost of the Agreement on the cover page and in the Budget. Upon termination or expiration of this Agreement, if the Contractor's total amount of allowable expenses are less than the total amount of the payments made during the term, the Contractor shall prepare a check payable to the order of the Suffolk County Treasurer for the difference between the two amounts and include such payment with the claim voucher submitted to the County.

**f. Travel Costs**

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

**g. Salaries**

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

**h. Salary Increases**

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

**i. Actual Fringe Benefit Costs**

Fringe benefits claims should be based on actual costs. However, if the Contractor pays some or all fringe benefits on a quarterly, semiannual or annual basis, it may make monthly claims for such fringe benefits based on an estimated percentage of each eligible individual's salary, except that the claim submitted for the last month of each Budget Period must include an adjustment for fringe benefit expense changing it from estimated to actual cost, or the Contractor may include such adjustment in its supplementary claim submitted not more than thirty (30) days after the end of the Budget Period. If such adjustment is not submitted with the claim for the last month of the Budget Period, the Department may place such claim in reserve pending receipt and audit of the fringe benefit adjustment claim. The County may recoup any overpayment from any subsequent claim, or the Contractor shall promptly repay to the County any overpayment on demand. Furthermore, the Contractor agrees that all payments received by the Contractor for all items, including employee benefits, under this Agreement, are subject to adjustment as finally determined by audit, and that no indirect or overhead charges or any interest costs are to be included, unless specifically included in the Budget.

**j. Contractor's Staff**

The County shall have the right to prior approval of the filling of any position now vacant or hereafter becoming vacant and may, in the exercise of that right, promulgate reasonable regulations involving position control which shall, when promulgated, be deemed to be incorporated by reference in and be made part of this Agreement.

**k. Budget Deficiency Plan**

The County has imposed and may impose a budget deficiency plan(s). Upon written notification from the Department, the Contractor shall comply with the same restrictions as are imposed upon the Department, a copy of which will be furnished with such notification and shall thereupon be deemed to be incorporated by reference in and made part of this Agreement.

**l. Payments Contingent Upon Receipt of Aid**

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

**m. Payments Contingent Upon State/Federal Funding**

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

**4. Accounting Procedures**

- a. The Contractor agrees to maintain accounts, records, documents, and other evidence and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of the Agreement in accordance with generally accepted accounting principles and as may be promulgated by the Suffolk County Department of Audit and Control and any financial directives promulgated by the Department.
- b. The Contractor agrees to retain all accounts, records and other documents relevant to this Agreement for seven (7) years after final payment. Federal, State and/or County auditors and any persons duly authorized by the County shall have full access and the right to examine any of said materials during said period.

**5. Audit**

All payments made under this Agreement are subject to audit by the Suffolk County Comptroller pursuant to Article V of the Suffolk County Charter. The Contractor further agrees that the County Comptroller and the Department shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transactions or other records relating to services under this Agreement. If the Contractor fails to cooperate with an audit by the Comptroller, the County shall have the right to suspend or partially withhold payments under this Agreement or under any other agreement between the parties until such cooperation is forthcoming. If such an audit discloses overpayments by the County to the Contractor, within thirty (30) days after the issuance of an official audit report by the Comptroller or his duly designated representatives, the Contractor shall repay the amount of such overpayment by check to the order of the Suffolk County Treasurer or shall submit a proposed plan of repayment to the Comptroller. If there is no response or if satisfactory repayments are not made, the County may recoup overpayments from any amounts due or becoming due to the Contractor from the County under this Agreement or otherwise. The provisions of this subparagraph shall survive the expiration or termination of the Agreement.

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

Whenever requested by the Department or the Department of Audit and Control, the Contractor shall submit to the Department a certified copy of its current salary scale for all positions listed in the Budget, a copy of its personnel rules and procedures and any subsequent modifications thereof, a copy of its pension plan and any other employee benefit plans or arrangements, and any amendments thereto, for review and approval, and such additional financial information in connection therewith, as may reasonably be requested by the Department of the Department of

Audit and Control. The Contractor shall not be entitled to reimbursement for costs under any such plans or arrangements that are unreasonable in the opinion of the Suffolk County Comptroller when compared to current market costs for similar plans or arrangements between unrelated parties. In the case of any such plan or arrangement that is self-funded by the Contractor directly or by payments to a related entity, upon request by the Department or the Department of Audit and Control, the Contractor shall submit a reconciliation of the total amount claimed for reimbursement of payments under such plan or arrangement with actual cost incurred, and any auditable administrative or claims processing expenses, by the Contractor or related entity on behalf of the Contractor and its employees.

## 7. Financial Statements and Audit Requirements

- a. Notwithstanding any other reporting or certification requirements of Federal, State or local authorities, the Contractor shall obtain the services of an independent licensed public accountant or certified public accountant (the "Auditor") to audit its financial statements for each contract fiscal year in which the Contractor has received, or will receive, \$300,000 or more from the County, whether under this Agreement or otherwise, and shall submit a report on the overall financial condition and operations of the Contractor, including a balance sheet and statement of income and expenses, attested by the Auditor as fairly and accurately reflecting the accounting records of the Contractor in accordance with generally accepted accounting principles. The Contractor is encouraged to solicit requests for proposals (RFPs) from a number of qualified accounting firms and to review carefully the costs of, and qualifications for, this type of work before selecting the Auditor.
- b. The Auditor should be required to meet the following minimum requirements:
  - i. a current license issued by the New York State Education Department;
  - ii. sufficient auditing experience in the nonprofit, governmental or profit-making areas, as applicable; and
  - iii. a satisfactory peer review issued within not more than three years prior to the date when the Auditor was selected to conduct the audit.
- c. The audit must be conducted in accordance with generally accepted governmental auditing standards (GAGAS). Financial statements must clearly differentiate between County-funded programs and other programs that the Contractor may be operating. The use of subsidiary schedules should be encouraged for this purpose. The Auditor must also prepare a management letter based on the audit.
- d. Furthermore, if the Contractor is a non-profit organization or unit of local government and expends \$500,000 or more of Federal monies, whether as a recipient expending awards received directly from Federal awarding agencies, or as a subrecipient expending Federal awards received from a pass-through entity, such as New York State or Suffolk County, during any fiscal period within which it receives funding under this Agreement ("fiscal year"), the audit must be conducted, and the audit report ("Single Audit Report") must be, in accordance with OMB Circular No. A-133 (revised June 27, 2003). Single Audit Reports must also be submitted to the designated clearinghouse, cognizant agency and/or pass-through entity, to the extent required by the OMB Circular just referred to.
- e. The Contractor must submit a statement in writing, certified by its chief financial officer, which states the amount of Federal funding expended by the Contractor during such fiscal year. The Contractor must mail or deliver the certified statement to the Department and to Executive Director of Auditing Services, Suffolk County Department of Audit and Control, H. Lee Dennison Building, 100 Veterans Memorial Highway, P. O. Box 6100, Hauppauge,

New York 11788-0099, as soon as possible after the end of the Contractor's fiscal year. The statement should include ALL Federal funding received directly from the Federal government and ALL Federal funds passed through from the County and other pass-through entities.

- f. Copies of all financial statements, management letters, Single Audit Reports (if applicable) and other audit reports, if required, must be transmitted to the Department and to the Executive Director of Auditing Services at the address just set forth. The reports must be submitted within thirty (30) days after completion of the audit, but in no event later than nine (9) months after the end of the Contractor's fiscal period to which the audit relates.
- g. These requirements do not preclude the Department or the Suffolk County Comptroller or their authorized representatives or Federal or State auditors from auditing the records of the Contractor. Therefore, the records of the Contractor must be made available to authorized representatives of Federal, State or County government for that purpose.

The provisions of the foregoing subparagraphs a through g of this paragraph shall survive the expiration or termination of this Agreement.

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

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

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

### b. Purchase Practices

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

### c. Proprietary Interest of County

The County shall retain a proprietary interest in all furniture, removable fixtures, equipment, materials or supplies purchased or obtained by the Contractor and paid for or reimbursed to the Contractor pursuant to the terms of this Agreement or any prior agreement. Upon the termination of this Agreement, or of any renewal thereof, the discontinuance of the business of the Contractor, the failure of the Contractor to comply with the terms of this Agreement, the bankruptcy of the Contractor, an assignment for the benefit of its creditors, or the failure of the Contractor to satisfy any judgment against it within thirty (30) days of filing, the County shall have the right to take title to and possession of all such furniture, removable fixtures, equipment, materials and supplies, and the same shall thereupon become the property of

the County without any claim for reimbursement on the part of the Contractor. As directed by the County, the Contractor shall attach identifying labels on all furniture, removable fixtures and equipment indicating the proprietary interest of the County.

**d. Inventory Records, Controls and Reports**

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

**e. Protection of Property in Contractor's Custody**

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

**f. Disposition of Property in Contractor's Custody**

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

**9. Lease or Rental Agreements**

If lease payments or rental costs are included in the Budget as an item of expense reimbursable by the County, the Contractor agrees to submit to the Department, on request, any lease and/or rental agreement that the Contractor has entered into for space, furniture, fixtures or equipment for the program and, in advance, any such new or renewal lease or agreement during the term of this Agreement, accompanied (in the case of a lease of space) by a detailed layout of the premises, which indicates the space that is to be occupied by the County funded program.

**10. Loan Approval**

The Contractor agrees that, in the event that the County provides funding (under this Agreement and otherwise) exceeding in the aggregate 20 percent of the Contractor's total funding for all of its operations from all sources, then the Contractor must secure the prior approval of the County for any loan in excess of \$5,000.00.

**11. Statement of Other Contracts**

The Contractor has attached, and in the event of any change, will attach to any extension agreement/amendment of this Agreement, a Statement of Other Contracts in the form annexed to this Agreement. The Contractor represents and warrants that any such Statement of Other Contracts is and will be a complete list of all other contracts (i) which are currently in effect or (ii) which have expired within the past 12 months and have not been renewed, and under which funds have been, are being or will be received by the Contractor from any department or agency of the County, the United States of America, the State of New York or other municipalities or organizations.

**12. Salaries**

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

**End of Text for Exhibit IV**

## Exhibit V

### Description of Services and Specific Payment Terms Program Specifications for the Residential Repair Program

#### 1. The Program

The Residential Repair Program ("Program") is to provide needy persons aged sixty or over with minor repair and renovation assistance to remediate or upgrade substandard, unsuitable or unsafe housing, including, but not limited to, handicapped modifications or crime prevention modifications. The Program provides the required labor and recipients pay for necessary supplies and materials.

Persons aged sixty and over who are incapable of maintaining their homes because of illness, incapacity, handicap or absence of a caretaker relative are eligible to receive services.

#### 2. General Terms and Conditions

- a. The Contractor is to afford priority to servicing those elderly persons who New York State has identified as the target population (disabled/frail, low income, minority, or isolated) in accordance with paragraph number 3 below. Persons eligible for or receiving the same or a similar service under another government-funded program are not eligible for this service. However, determination of eligibility must be done on an individual basis recognizing specific circumstances as they pertain to the person's need.
- b. Each potential recipient of the service must be assessed for need by the Contractor prior to the service being delivered.
- c. The Contractor may not impose a means test of eligibility. No income or asset information may be used to determine eligibility for service notwithstanding any other provisions of this Agreement.
- d. The contractor may not charge any fees for services.
- e. The Contractor has the obligation to inform in writing each recipient of the service of the opportunity to make a willing and anonymous contribution toward the cost of the service. The notification is to be made upon completion of the repair/renovation. Service may not be denied, however, if a person is unable or unwilling to make a contribution. The Contractor must maintain an audit trail of all incoming contributions and make monthly reports to Aging of any contributions received. All contributions must be used to enhance services available under the Program.
- f. All printed materials used for the Program must include the sources of funding for the Program and include the following statement:

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

#### 3. Targeting and Outreach

In providing services, the Contractor agrees to give preference to older individuals with the greatest economic or social needs, with particular attention to low-income minority individuals (42 U.S.C. §3025 (a) (1) (E)). The term "greatest economic need" is defined as the need resulting from an income at or below the poverty levels as established by the Office of

Management and Budget. The term "greatest social need" refers to the need caused by non-economic factors which include physical and mental abilities, language barriers, and cultural, social or geographical isolation including that caused by racial or ethnic status which restricts an individual's ability to perform normal daily tasks or which threatens such individual's capacity to live independently. (42 U.S.C. §302(21)).

The following four target groups have been identified as having the greatest economic and social needs: minorities, low income, frail and vulnerable.

In order to comply with Targeting requirements, the Contractor will employ specific outreach strategies which may include, but are not limited to, locating target populations using Census or other resource data, distributing translated printed materials, location of services in catchment areas for targeted populations, publicity to community-based groups, and utilizing minority staff/volunteers.

Successful targeting is demonstrated when the Contractor serves the target population in substantially higher percentages than their representation in the general elderly population of the service area.

#### 4. Coordination

The Contractor shall coordinate the delivery of services with other providers and organizations to provide the most suitable outcomes and minimize possible duplication of effort. In order to accomplish this, the Contractor will undertake activities such as, but not limited to, participation in inter-agency meetings, coordination of referrals and follow-ups with other local service providers, entering into agreements with other organizations for joint efforts and/or funding, centralized assessment and maintaining up-to-date resource materials both within and outside the Contractor's organization.

#### 5. Reporting Requirements

- a. For reports required for this Agreement, one unit of service is equal to one hour of residential repair/renovation service.
- b. The Contractor must maintain records for all participants. The Contractor **must** report the following specific type of demographic information, as applicable, for each individual receiving services:
  - Name
  - Sex
  - Age
  - Disabled/Frail
    - Disabled - Any person who has a physical or mental impairment which substantially limits one or more major life activities, has a record of such impairment, or is regarded as having such an impairment. This includes alcoholism and drug addiction.
    - Frail - A person with one or more functional deficits in the following areas: physical functions; mental functions; activities of daily living (ADL) (eating, bed/chair transfer, dressing, bathing, toileting and continence); instrumental activities of daily living (IADL) (meal preparation, housekeeping, shopping, medications, telephone, travel and money management).
  - Live Alone.
  - Lives in a rural setting.

- Low Income - An income level at or below the poverty threshold, as established by the Bureau of the Census as follows:

<u>Size of Family Unit</u>	<u>Poverty Threshold</u>
1	\$10,400/year
2	\$14,000/year

- Minority – Those individuals belonging to one of the following groups: Native American/Alaskan Native, Asian, Black, Native Hawaiian/Pacific Islander and Hispanic.
  - Low Income Minority - those minority persons whose income is at or below the poverty threshold.
- c. The Contractor shall submit monthly reports covering program activity and expenses, containing at least but not limited to the above, to be submitted to Aging by the tenth day of the month following the period being reported, and any other reports as required by Aging. Such reports must be on a form specified by Aging and shall comply with all procedures required by Aging for the proper payment of vouchers and audits.

## 6. **Grievance Procedures**

In accordance with §306 (a) (6) (P) of the Older Americans Act, as amended (OAA), Aging has established a process for resolving complaints from older persons who are dissatisfied with or denied services funded under Title III of the Act. The Contractor shall comply with the requirements of the Grievance Procedures as set forth in Exhibit D – Grievance Procedures.

## 7. **Promotions and Advertisements**

It is the responsibility of the Contractor to provide publicity for the program and to have an identifying logo in equal sized lettering on any printed materials and on all brochures, flyers, and advertisements (including without limitation television graphics), and on Program vehicles, as follows:

Funding Provided by the Suffolk County Office for the Aging  
and the  
U.S. Department of Health and Human Services  
through the  
New York State Office for the Aging

Any announcements of the Program on radio or television must identify funding in the same manner.

## 8. **Administration**

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

## 9. **Contractor's Staff**

The Contractor will provide an adequate number of qualified staff, which may include volunteers, to assure the satisfactory conduct of this Program and to ensure the health, safety and welfare of participants. Aging has the right to review and approve Contractor's staff performing the services under this Agreement. For the term of this Agreement, the Contractor shall maintain and have available for inspection by Aging, upon its request, written procedures to be followed by staff in case of emergency, as well as policies and procedures for providing backup workers when the usual staff is not available. Contractor's staff shall attend meetings and training as requested by Aging.

**10. Monitoring**

**a. Financial Transactions**

Aging's staff and staff of the New York State Office for the Aging may examine or review evidence regarding the existence, timing and classification of financial transactions that are charged to the program for reimbursement. To obtain this evidence, such staff may examine documentary evidence, including financial statements, financial reports, etc., and original records. Such staff may make physical verification by actually observing or counting certain assets (e.g., cash, equipment and supplies) to establish their physical existence.

**b. Program**

The Contractor will permit Aging's staff and staff of the New York State Office for the Aging to review program records and to monitor training, supervision and services at any time.

– End of Text of Exhibit –

**BUDGET**

**Town of Riverhead  
IIIB Residential Repair Program**

**January 1, 2008 - December 31, 2008**

<b>PERSONNEL</b>	<b><u>\$28,346</u></b>
Various Workers	28,346
<b><u>TOTAL</u></b>	<b><u>\$28,346</u></b>
Less Anticipated Income	(700)
<b><u>NET REIMBURSABLE</u></b>	<b><u>\$27,646</u></b>

**Exhibit VI**  
**Grievance Procedures**

**1. Purpose**

In accordance with §306 (a) (6) (P) of the Older Americans Act, as amended (OAA), the Suffolk County Office for the Aging has established a process for resolving complaints from older persons who are dissatisfied with or denied services funded under Title III of the Act.

**2. Notifying Participants of the Right to File a Grievance**

- a. The Contractor shall inform all participants in the program of the right to file a grievance. A summary of the procedures, including a statement that assistance to file shall be provided to older persons, must be prominently posted at service delivery sites or offices at which participants and service applicants apply for services. Summaries must be in a format approved by Aging and shall also be written in languages other than English where required to serve the client/applicant population. Service participants shall be informed of the grievance procedures through written and verbal statements provided to them upon assessment and/or reassessment for services.
- b. A participant or applicant who is denied Title III services by the Contractor and the Aging program monitor must be given the reasons for the denial. The denial shall be confirmed in writing and the applicant informed of the right to file a grievance and to whom the grievance shall be addressed. For services which are applied for by telephone or verbally, in person, the client may be told of the right to file a grievance verbally.

**3. Grievance Process**

- a. Filing of grievances must follow the following process:
  - i. Participants must submit their grievances in writing to Aging's Program Administrator.
  - ii. The grievance should be filed within thirty (30) days of denial, reduction or termination of services, or of the event or circumstances with which the participant is dissatisfied. Aging's Program Administrator may grant an extension for good cause shown.
  - iii. The grievance should be filed on the form approved by Aging, which shall include a written statement setting forth in detail the date, time and circumstances that are the basis of the complaint.
- b. Investigation and Response to Grievance:
  - i. The designated reviewer who performs the initial review shall investigate the grievance, including, as appropriate, meeting with the grievant and other persons involved in the action(s) complained of or in the denial of services.
  - ii. The reviewer shall review all pertinent facts and/or documents, and shall determine whether the agency action was made in accordance with lawful procedures (that is, consistent with applicable OAA and or State laws, regulations and policies) and supported by the facts.
  - iii. The designated reviewer shall prepare and send a written response to the grievant and to Aging's Director within fifteen (15) days after the grievance is

filed. The response shall set forth the circumstances relating to the grievance, the action requested by the grievant, the findings of the reviewer, a proposed remedial action, if any, and reason(s) for and facts relied on in the determination.

**c. Appeal of Initial Response/Decision**

- i. The grievant may initiate a request for subsequent review by Aging's Director within twenty (20) calendar days following receipt of notification by the Program Administrator of the decision.
- ii. Aging's Director shall request copies of the initial file on the complaint in question. Aging's Director will review the materials to ensure that pertinent policies and procedures have been applied and followed. If appropriate, Aging's Director or his/her designee will meet with the older person to allow the grievant an opportunity to present information about the grievance.
- iii. If the policies and procedures have been adhered to, Aging's Director will not overturn the decision of the Program Administrator. If proper policies and procedures have not been applied, Aging reserves the right to overturn the decision. The subsequent review shall be completed within forty-five (45) days of receipt of the request by the older individual and the grievant will be notified in writing of the result of the subsequent review.

**4. Record Keeping**

Aging shall keep the records of the grievance and its handling for six years following the conclusion of the calendar year of the occurrence. The file shall contain, at a minimum, but not limited to the initial grievance, any investigative reports; any written response submitted by Aging or the service provider aging; any documents or other records submitted by any party; the written Initial Response of the agency, and, if applicable, the notice to the grievant of the right to an appeal.

**5. Confidentiality**

No information, documents or other records relating to a grievance shall be disclosed by program staff or volunteers in a form that identifies the grievant without the written informed consent of the grievant, unless the disclosure is required by court order or for program monitoring by authorized agencies.

— End of Text —

## Certification Regarding Lobbying

### For Contracts, Grants, Loans and Cooperative Agreements

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

- (1) No State or Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence legislation or appropriation actions pending before local, State and Federal executive and/or legislative bodies in connection with the awarding of any contract, the making of any grant, the making of any loan, the entering of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any contract, grant loan, or cooperative agreement.
- (2) If any funds other than State or Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence legislation or appropriation actions pending before local, State and Federal executive and/or legislative bodies in connection with this contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

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

Signature of Official Authorized  
To Sign Application

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

Name of Grantee

TOWN OF RIVERHEAD

Adopted

Resolution # 636

**AUTHORIZES THE TOWN ATTORNEY TO EXECUTE  
A SITPULATION DISCONTINUING ACTION (North Fork Knolls  
I, L.P. v. Town Board of the Town of Riverhead)**

COUNCILMAN BUCKLEY offered the following resolution, which was seconded by

COUNCILMAN WOOTEN.

**WHEREAS**, the Town Board of the Town of Riverhead is a Defendant in the above action which concerns a parcel of property owned by North Fork Knolls, I, L.P., located on the west side of Cross River Drive, north of Saw Mill Creek, Riverhead, New York, further described as Suffolk County Tax Map #0600-112.00-01.00- 016.001, commonly known as Hubbard Farm; and

**WHEREAS**, the Plaintiff is willing to discontinue the above action with prejudice, without costs to either party as against the other, provided the Town of Riverhead and the County of Suffolk purchase said property owned by North Fork Knolls, I, L.P. for open space purposes; and

**WHEREAS**, the Town of Riverhead and the County of Suffolk have initiated the purchase of Hubbard Farm and expect the contracts for said purchase to be signed forthwith,

**NOW, THEREFORE, BE IT RESOLVED** that the Town Attorney is hereby authorized to execute the attached Stipulation Discontinuing Action with prejudice, without costs to either party as against the other, and be it further

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

WOOTEN  YES  NO      BUCKLEY  YES  NO

DUNLEAVY  YES  NO      BLASS  YES  NO

CARDINALE  YES  NO

THIS RESOLUTION  IS  IS NOT  
DECLARED DULY ADOPTED

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF SUFFOLK

NORTH FORK KNOLLS I, L.P.,

Plaintiff,

- against -

TOWN OF RIVERHEAD and TOWN BOARD OF  
THE TOWN OF RIVERHEAD,

Defendants.

Index No.: 06-23322

Assigned Justice:

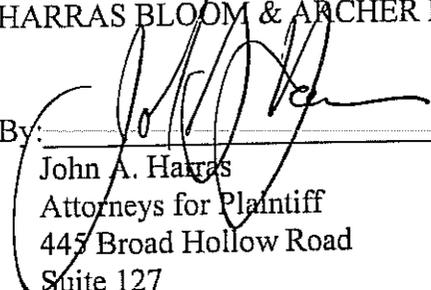
Hon. Sandra L. Sgroi

**STIPULATION DISCONTINUING  
ACTION WITH PREJUDICE**

IT IS HEREBY STIPULATED AND AGREED by and between the undersigned, the attorneys of record for all the parties to the above-entitled action, that whereas no person not a party has an interest in the subject matter of the action, the above-entitled action be, and the same hereby is discontinued with prejudice, without costs to either party as against the other. This stipulation may be filed with the Supreme Court of the State of New York, Suffolk County, without further notice to the parties.

Dated: Melville, New York  
June 30, 2008

HARRAS BLOOM & ARCHER LLP

By: 

John A. Harras  
Attorneys for Plaintiff  
445 Broad Hollow Road  
Suite 127  
Melville, NY 11747  
(631) 393-6220

OFFICE OF THE TOWN ATTORNEY OF  
THE TOWN OF RIVERHEAD

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

Annemarie Prudenti  
Deputy Town Attorney  
Attorneys for Defendants  
200 Howell Avenue  
Riverhead, NY 11901  
(631) 727-3200

July 15, 2008

Adopted

**TOWN OF RIVERHEAD**

Resolution # 637

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

COUNCILMAN WOOTEN *offered the following resolution,*

which was seconded by COUNCILWOMAN BLASS

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

**BE IT RESOLVED, the Town Clerk is hereby authorized to publish and post the following public notice in the JULY 24<sup>TH</sup>, 2008 issue of the News Review and;**

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

**THE VOTE**

Buckley  Yes  No

Wooten  Yes  No

Dunleavy  Yes  No

Blass  Yes  No

Cardinale  Yes  No

The Resolution Was  Was Not   
Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD  
NOTICE TO BIDDERS**

**Sealed bids for the purchase of PROPANE for use by the TOWN OF RIVERHEAD will be received by the Town Clerk of the Town of Riverhead at Town Hall, 200 Howell Avenue, Riverhead, New York, 11901, until 11:05 a.m. on AUGUST 1<sup>ST</sup>, 2008.**

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

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

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

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

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

**Barbara Grattan, Town Clerk**

---

7/15/08

Adopted

TOWN OF RIVERHEAD

Resolution # 638

**AUTHORIZES THE TOWN CLERK TO PUBLISH AND POST PUBLIC NOTICE TO CONSIDER A LOCAL LAW FOR THE ADDITION OF SECTIONS 52-22 THROUGH 52-27, INCLUSIVE, TO CHAPTER 52 ENTITLED, "BUILDING CONSTRUCTION, GREEN BUILDING CONSTRUCTION AND CERTIFICATION REGARDING NEW TOWN-OWNED BUILDINGS AND FACILITIES" OF THE RIVERHEAD TOWN CODE**

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

**RESOLVED**, the Town Clerk is hereby authorized to publish the attached public notice to consider a local law for the addition of Sections 52-22 through 52-27, inclusive, to Chapter 52 entitled, "Building Construction, Green Building Construction and Certification Regarding New Town-Owned Buildings and Facilities" of the Riverhead Town Code once in the July 24, 2008, issue of the News Review, the newspaper hereby designated as the official newspaper for this purpose, and also to cause a copy of the proposed amendment to be posted on the sign board of the Town; and be it further

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

THE VOTE

WOOTEN  YES  NO      BUCKLEY  YES  NO

DUNLEAVY  YES  NO      BLASS  YES  NO

CARDINALE  YES  NO

THIS RESOLUTION  IS  IS NOT  
DECLARED DULY ADOPTED

**TOWN OF RIVERHEAD  
PUBLIC NOTICE**

**PLEASE TAKE NOTICE** that a public hearing will be held before the Town Board of the Town of Riverhead at 200 Howell Avenue, Riverhead, New York on the 5<sup>h</sup> day of August, 2008 at 2:35 p.m. to consider a local law for the addition of Sections 52-22 through 52-27, inclusive, to Chapter 52 entitled, "Building Construction, Green Building Construction and Certification Regarding New Town-Owned Buildings and Facilities" of the Riverhead Town Code.

Dated: Riverhead, New York  
July 15, 2008

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

**BARBARA GRATTAN, Town Clerk**

## Chapter 52: BUILDING CONSTRUCTION

### Green Building Construction and Certification Regarding New Town-Owned Buildings and Facilities

#### Section 52-22 Statement of Findings and Purpose.

Building construction has an impact on human health and the environment. According to the US Green Building Council, buildings consume approximately 12% of potable water, 39% of primary energy, 40% of raw materials and 70% of U.S. electricity. Buildings also generate 48% of U.S. carbon emissions and 136 million tons of construction and demolition waste annually. Furthermore, many indoor building materials release hazardous toxins, impair indoor air quality, and reduce occupant health and productivity.

The Town of Riverhead finds that the use of green-building criteria for new Town-owned facilities will improve the quality of our community by making efficient use of natural resources including water, materials and land for the purpose of promoting a healthy indoor and outdoor environment. Green buildings have a smaller environmental footprint, promote dramatic energy savings, and reduce operating costs.

The Town of Riverhead declares it reasonable and necessary to employ green-building standards in the construction and renovation of Town-owned buildings and facilities.

#### Section 52-23 Definitions

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

- (1) The term "green building standards" shall mean design guidelines, and/or a rating system or rules for constructing or reconstructing buildings that ensure site planning, water efficiency, energy efficiency, renewable energy, conservation of materials and resources and indoor environmental quality.
- (2) The term "LEED" shall mean the Leadership in Energy and Environmental Design building rating system for New Construction, Version 2.2 and "LEED" for Existing Buildings: Operations & Maintenance version, as applicable, published by the US Green Building Council.
- (3) The term "substantial reconstruction" shall mean a project in which the scope of work includes rehabilitation or renovation in at least two of the three major systems: electrical, HVAC, and plumbing of a building affecting at least fifty percent (50%) of the building's total floor area.

#### Section 52-24 Green Building Rating System

- A. The Town of Riverhead hereby adopts the US Green Building Council (USGBC) Leadership in Energy and Environmental Design (LEED) as the applicable standard. Under the LEED rating system, several levels of environmental achievement are possible, including but not limited to a "Certified" rating to a "Platinum" rating.

#### Section 52-25 Applicability and Standard

- A. All new Town-owned buildings or Town-owned buildings undergoing substantial reconstruction shall utilize LEED design and construction guidelines so as to achieve the minimum standard of LEED certification.

#### Section 52-26 Compliance and Enforcement

The Building Department Administrator or designee shall determine procedures for compliance with the provisions of this article. The Building Department Administrator or designee shall also be responsible for undertaking the inspections to determine compliance and certification and filing the necessary documentation.

#### Section 52-27 Exemptions

The following buildings shall be exempt from the provisions of this article.

- A. Buildings that do not use either electricity or fossil fuel for comfort conditioning.

JULY 15, 2008

Adopted

TOWN OF RIVERHEAD

Resolution # 639

**EXTENDS BID CONTRACT FOR LANDSCAPING ITEMS  
FOR THE TOWN OF RIVERHEAD**

COUNCILMAN DUNLEAVY

offered the following resolution,

COUNCILMAN BUCKLEY

which was seconded by

WHEREAS, the TOWN OF RIVERHEAD has requested the contract with IVY ACRES, INC. be extended until AUGUST 6, 2009 and;

WHEREAS, this will be the first extension;

WHEREAS, the above name vendor has agreed to extend the contract until AUGUST 6, 2009 for the same as year 2008 pricing and;

WHEREAS, the Town Board has reviewed said request.

NOW THEREFORE BE IT

RESOLVED, that the contract for LANDSCAPING ITEMS FOR THE TOWN OF RIVERHEAD be and hereby is, extended until AUGUST 9, 2009;

RESOLVED, the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to Jack VanDeWetering of Ivy Acres, Inc. and the Purchasing Department.

**THE VOTE**

Wooten  Yes  No

Buckley  Yes  No

Dunleavy  Yes  No

Blass  Yes  No

Cardinale  Yes  No

The Resolution Was  Was Not   
Thereupon Duly Declared Adopted



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

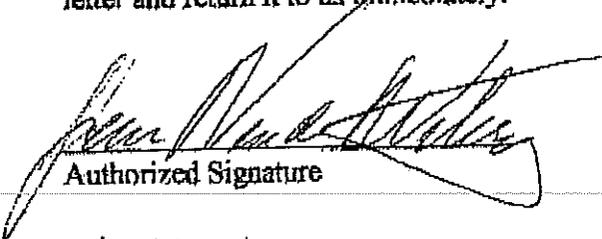
**Bid Extension Notice**

To: Ivy Acres, Inc.  
From: Purchasing Department  
Date: July 3, 2008  
Subject: Extension of bid prices for LANDSCAPING ITEMS FOR THE TOWN OF RIVERHEAD

This letter is to inform you that our current contract for the above bid is about to expire on August 6, 2008.

The Town of Riverhead would like to extend this contract for a period of one year until August 6, 2009.

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

  
Authorized Signature

JACK VAN DE WETERING  
Print Name

Ivy Acres  
Company Name

7-8-08  
Date

7/15/08

Adopted

TOWN OF RIVERHEAD  
Resolution # 640

**WAIVES THE REQUIREMENT OF THE SUBMISSION OF SITE PLAN SECURITY PURSUANT TO §108-133(I) OF THE RIVERHEAD TOWN CODE**

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

**WHEREAS**, the Long Island Power Authority has received site plan approval for the construction of an electric sub-station upon real property located at Edwards Avenue, Riverhead, further described as S.C.T.M. #0600-137-1-32; and

**WHEREAS**, the Long Island Power Authority has petitioned the Town Board for a waiver of the site plan security as required by §108-133 (I) of the Riverhead Town Code; and

**WHEREAS**, the Town Board has determined that it is appropriate to waive the requirement of the site plan security.

**NOW THEREFORE BE IT RESOLVED**, that pursuant to section 108-133(I), the Riverhead Town Code, the Town Board of the Town of Riverhead hereby waives the requirement that the Long Island Power Authority post security in connection with their site plan approval; and be it further

**RESOLVED**, that the Town Clerk is hereby authorized to forward a certified copy of this resolution to Keyspan Real Estate Department, Attn: Helen Duffy, 175 Old Country Road, Hicksville, New York, 11801 and copies to the Riverhead Planning Department; the Riverhead Building Department and the Office of the Town Attorney.

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

TB 7/15/2008

Adopted

TOWN OF RIVERHEAD

RESOLUTION # 641

AUTHORIZES THE TOWN CLERK TO ADVERTISE FORBIDS ON  
A USED DOUBLE DRUM STATIC COMPACTOR

COUNCILMAN WOOTEN OFFERED THE FOLLOWING

RESOLUTION WHICH WAS SECONDED BY COUNCILWOMAN BLASS.

RESOLVED, that the Town Clerk of the Town of Riverhead be and is hereby authorized to advertise for sealed bids for the purchase of a USED DOUBLE DRUM STATIC COMPACTOR for the use of the Town of Riverhead Highway Department, AND BE IT,

RESOLVED, that the specifications and forms for bidding be prepared by the Superintendent of Highways, and all bids to be returnable up to 11:00 A.M. on July 31, 2008, AND BE IT FURTHER,

RESOLVED, that the Town Clerk of the Town of Riverhead be and is hereby authorized to open publicly and read aloud on July 31, 2008 at 11:00 A.M. at the Town Clerk's office, Town Hall, 200 Howell Avenue, Riverhead, New York, all sealed bids bearing the designation "BID ON a USED DOUBLE DRUM STATIC COMPACTOR".

DUNLEAVY  YES \_\_\_ NO WOOTEN  YES \_\_\_ NO  
BLASS  YES \_\_\_ NO BUCKLEY  YES \_\_\_ NO  
CARDINALE  YES \_\_\_ NO  
THIS RESOLUTION  IS \_\_\_ IS NOT

DECLARED DULY ADOPTED

Highway Department

**NOTICE TO BIDDERS**

**Sealed bids for the purchase of “USED DOUBLE DRUM STATIC COMPACTOR” for the use of the Riverhead Highway Department will be received by the Town Clerk of the Town of Riverhead at the Town Hall, 200 Howell Avenue, Riverhead, New York 11901 until 11:00 A.M. on July 31, 2008.**

**Instructions for bidders, specifications and forms may be obtained at the office of the Town Clerk at the Town Hall Monday through Friday between the hours of 8:30 A.M. and 4:30 P.M. or by visiting the Town of Riverhead website at www.riverheadli.com , click on “Bid Requests”.**

**All bids will be submitted on the bid form provided. Any and all exceptions to the specifications will be listed on a separate sheet of paper bearing the designation “Exceptions to the Specifications”, and attached to the bid form.**

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

**All bids will be submitted in a sealed envelope bearing the designation “BID on USED DOUBLE DRUM STATIC COMPACTOR” and addressed to: TOWN CLERK, TOWN OF RIVERHEAD, 200 HOWELL AVENUE, RIVERHEAD, NEW YORK 11901**

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

July 15, 2008

Adopted

**TOWN OF RIVERHEAD**

**AUTHORIZES TOWN CLERK TO PUBLISH & POST  
NOTICE TO BIDDERS FOR ELECTRIC MOTOR EMERGENCY  
REPAIR/REPLACEMENT FOR USE BY THE RIVERHEAD WATER DISTRICT**

**RESOLUTION # 642**

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

**RESOLVED**, that the Town Clerk be and is hereby authorized to publish and post the  
attached Notice to Bidders for Electric Motor Emergency Repair/Replacement to be used by the  
Riverhead Water District in the July 24, 2008, issue of *The News-Review*; and be it further

**THE VOTE**

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

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

**TOWN OF RIVERHEAD  
NOTICE TO BIDDERS**

Sealed bids for the purchase of **ELECTRIC MOTOR EMERGENCY REPAIR/REPLACEMENT** for use by the Town of Riverhead, will be received by the Town Clerk of the Town of Riverhead at Town Hall, 200 Howell Avenue, Riverhead, New York, 11901, until 11:00 a.m. on **August 7, 2008**.

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

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

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

All bids are to be submitted in a sealed envelope addressed to: **TOWN CLERK, TOWN OF RIVERHEAD, 200 HOWELL AVENUE, RIVERHEAD, NEW YORK, 11901**, and bear the designation: **BID FOR ELECTRIC MOTOR EMERGENCY REPAIR/REPLACEMENT – BID #08-35RWD.**

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF RIVERHEAD

Barbara Grattan, Town Clerk

Adopted

7/15/08

TOWN OF RIVERHEAD

RESOLUTION # 643

AUTHORIZES THE SUPERVISOR TO EXECUTE AN AGREEMENT WITH AIR MARK AIR CONDITIONING CORPORATION TO MAINTAIN HEATING, VENTILATION AND AIR CONDITIONING SYSTEMS AT THE RIVERHEAD TOWN ANIMAL SHELTER

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

WHEREAS, the Town of Riverhead is desirous of maintaining the heating, ventilation and air conditioning systems at the Riverhead Town Animal Shelter; and

WHEREAS, procurement of heating, ventilation and air conditioning services are imperative in the safe and efficient operation of the Animal Shelter; and

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

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

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

THE VOTE

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

The Resolution  Was  Was Not Thereupon Duly Declared Adopted

## SERVICE AGREEMENT

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

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

### 1. SCOPE OF SERVICES

During the terms of this Agreement, Air Mark shall provide HVAC maintenance of the Town of Riverhead Animal Shelter more delineated in Schedule A as attached.

### 2. TERM OF AGREEMENT

The Agreement shall commence on February 1, 2008 and terminate on January 31, 2009.

### 3. PAYMENT

For these services Town of Riverhead will pay Air Mark a fee of \$885.00.

### 4. PUBLICITY

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

### 5. ASSIGNMENT AND SUBCONTRACTING

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

### 6. TERMINATION

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

### 7. RECORDS

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

JUL-02-2008 09:10 AM AIR MARK 031 924 8848 P.04

## 8. CHANGES

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

## 9. NOTICES

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

## 10. COMPLIANCE WITH LAWS

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

---

## 11. INSURANCE, INDEMNITY AND LIABILITY

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

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

**12. CONFLICT OF INTEREST**

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

**13. DISCLOSURE**

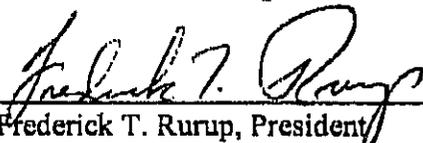
The Town shall have the right, in its discretion, to disclose the terms and conditions of this Agreement (as it may be amended from time to time), including but not limited to amounts paid pursuant hereto, to agencies of the local, state and federal government.

**14. DISPUTES**

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

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

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

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

Schedule A

AIR MARK CONDITIONING CORPORATION

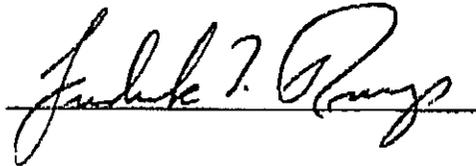
SERVICE AGREEMENT

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

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

DATE: \_\_\_\_\_

ACCEPTED: \_\_\_\_\_



PURCHASER: TOWN OF RIVERHEAD  
ANIMAL CONTROL FACILITY  
YOUNGS AVENUE  
RIVERHEAD, NY 11901

DATE: \_\_\_\_\_

ACCEPTED: \_\_\_\_\_

EFFECTIVE DATE: \_\_\_\_\_

AIR MARK AIR CONDITIONING CORPORATION

LIST OF EQUIPMENT UNDER SERVICE AGREEMENT LOCATED AT:

TOWN OF RIVERHEAD  
ANIMAL CONTROL FACILITY  
YOUNGS AVENUE  
RIVERHEAD, NEW YORK 11901

MAKE	EQUIPMENT	MODEL #	SERIAL #	
RUUD	PROPANE	UGPH-15EARJR	DH5D307F379G00083	150,000 BTU
RUUD	PROPANE	RGPN-10EAMER	FD5D302F350401950	100,000 BTU
MODINE	HEATER	PD50AE0130	30011010699-9675	

AIR MARK AIR CONDITIONING CORPORATION

WORK SCHEDULE

1. We agree to perform 2 periodic inspections consisting of:
    - A. 1 Fall shutdown and/or change over to Winter operation.
    - B. 1 Winter service inspection
  
  2. Furnish written reports of inspections & repairs.
-

7/15/08

**TOWN OF RIVERHEAD**

Adopted

**RESOLUTION # 644**

**AUTHORIZES THE TOWN BOARD TO DESIGNATE AND APPOINT CHERI WIRTH AS TOWN BOARD APPOINTEE TO THE RIVERHEAD BUSINESS IMPROVEMENT DISTRICT MANAGEMENT ASSOCIATION'S BOARD OF DIRECTORS**

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

WHEREAS, the Town of Riverhead enacted a local law pursuant to Town Board Resolution no. 222 of 1991 thereby establishing the Riverhead Business Improvement District; and

WHEREAS, the Riverhead Business Improvement District is administered by the Riverhead Business Improvement District Management Association, Inc., pursuant to the District Plan enacted in 1991; and

WHEREAS, the Riverhead Business Improvement District Management Association adopted By-Laws which established the classes of voting membership (Article II) and delegated responsibility for the management and operation of the Management Association to a Board of Directors (Article III); and

WHEREAS, the Association By-Laws states, in pertinent part, that the Board of Directors shall be managed by a Board of not less than thirteen Directors, one of whom shall be appointed by the Supervisor of the Town of Riverhead, one by the Chief Fiscal Officer of the Town of Riverhead, and one by the Riverhead Town Board; and

WHEREAS, the Association By-Laws, Article III, Section 1, further states, in pertinent part, after the first year (1991), of the three appointed Directors, two shall be commercial property owners, and one shall be a residential tenant as therein defined; and

WHEREAS, the Town Board wishes to designate and appoint Cheri Wirth, a commercial property owner within the Business Improvement District, as the Town Board's appointed Director.

NOW THEREFORE BE IT RESOLVED, that the Town Board hereby designates and appoints Cheri Wirth as a Riverhead Business Improvement District Management Association Director, effective immediately, with all of the rights and responsibilities defined in the District Plan and Association By-Laws.

RESOLVED, that the Town Clerk is hereby directed to forward a certified copy of this Resolution to: Cheri Wirth, c/o Digger O'Dell's Restaurant, 60 West Main Street, Riverhead, New York 11901; the Office of the Supervisor; the Accounting Department; Riverhead Business Improvement District Management Association, Inc., 21 West Second Street, Riverhead, New York, 11901 and the Office of the Town Attorney.

THE VOTE

Wooten  
Dunleavy

Yes  No  
 Yes  No

Buckley  
Blass

Yes  No  
 Yes  No

Cardinale  Yes  No

The Resolution  Was  Was Not  
Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD**

**Resolution # 645**

**Adopted**

**Authorizes Town Clerk to Publish and Post Notice of Scoping Hearing  
DEIS of the Special Use Permit Petition of Jul Bet Enterprises  
(Historic Village of Jamesport)**

COUNCILMAN WOOTEN offered the following resolution,

which was seconded by COUNCILWOMAN BLASS

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

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

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

**WHEREAS**, by resolution dated March 4, 2008, the Riverhead Town Board did determine the action to have potentially significant adverse impacts upon either the natural or social environment and that a Draft Environmental Impact Statement (DEIS) need be prepared, and

**WHEREAS**, the Riverhead Town Board is in receipt of a draft scope of issues, as prepared by the applicant, to be treated in the subject DEIS (undated), and

**WHEREAS**, the Riverhead Town Board desires to hold a public scoping hearing on the matter pursuant to 6NYCRR, Part 617.8, now

**THEREFORE BE IT**

**RESOLVED**, that the Town Clerk hereby be authorized to publish and post the attached notice of public hearing in the July 31, 2008 edition of the official newspaper of the Town of Riverhead.

**THE VOTE**

DUNLEAVY  YES \_\_\_ NO    BUCKLEY  YES \_\_\_ NO

BLASS  YES \_\_\_ NO    WOOTEN  YES \_\_\_ NO

CARDINALE  YES \_\_\_ NO

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

**TOWN OF RIVERHEAD  
NOTICE OF PUBLIC HEARING**

**PLEASE TAKE NOTICE** that a public hearing will be held before the Town Board of the Town of Riverhead will conduct a scoping hearing at the George C. Young Community Center, So. Jamesport Avenue, Jamesport, New York, on the 19<sup>th</sup> Day of August, 2008 at 7:00 o'clock pm, regarding the contemplated Draft Impact Statement of to be prepared to support the bistro and professional office uses as part of a commercial center of 10 buildings with an aggregate size of 42,000 sq.ft. together with related improvements on a 9.712ac. parcel zoned Rural Corridor (RLC) proposed by Jul Bet Enterprises upon real property located at Main Road, Jamesport, New York; such property more particularly described as Suffolk County Tax Lot Number 0600-68-1-35.

Dated: Riverhead, New York  
Date: July 31, 2008

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

7/15/08

TOWN OF RIVERHEAD

Resolution # 646

**ADOPTS A LOCAL LAW TO REPEAL ARTICLE XXV ENTITLED  
"RECREATIONAL DISTRICT" IN CHAPTER 108 OF THE TOWN CODE OF THE  
TOWN OF RIVERHEAD ENTITLED, "ZONING"  
(\$108-124., \$108-125., and \$108-127.)**

COUNCILWOMAN BLASS offered the following resolution, was seconded by

COUNCILMAN DUNLEAVY :

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

**WHEREAS**, a public hearing was held on the 1st day of July, 2008 at 2:20 o'clock p.m. at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, the date, time and place specified in said public notice, and all persons wishing to be heard were heard.

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

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

**RESOLVED**, that the Town Clerk is hereby authorized to forward a copies of this resolution to the Planning Department; the Planning Board; the Building Department and the Office of the Town Attorney.

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

**TOWN OF RIVERHEAD  
NOTICE OF ADOPTION**

**PLEASE TAKE NOTICE**, that the Town Board of the Town of Riverhead adopted a local law to repeal Article XXV entitled "Recreational District" in Chapter 108 entitled "Zoning" of the Riverhead Town Code at its regular meeting held on July 15, 2008. **Be it enacted** by the Town Board of the Town of Riverhead as follows:

**Chapter 108  
Zoning**

**ARTICLE XXV  
Recreational District**

**~~§ 108-124. Purpose.~~**

~~It is the purpose of this Article to implement the recommendations of the Master Plan by permitting the construction, reconstruction and renovation of dwellings and structures for residential and recreational uses within a Recreational District in the Town of Riverhead. This use district designation is to be applied to properties so located that recreational and resort uses would be appropriate. This use district designation may be imposed by the Town Board in conjunction with or to the exclusion of all other use districts shown upon the Official Map of the Town of Riverhead.~~

**~~§ 108-125. Uses.~~**

~~A. In the Recreational District, no building, structure or premises shall be used or arranged or designated to be used, and no building or structure shall be erected, reconstructed, altered or occupied, unless otherwise provided in this chapter, except for one or more of the following permitted uses:~~

- ~~(1) One family dwellings.~~
- ~~(2) Two family dwellings.~~
- ~~(3) Beach clubs.~~
- ~~(4) Golf clubs.~~
- ~~(5) Tennis, handball and racquetball courts and clubs.~~
- ~~(6) Yacht clubs.~~
- ~~(7) Marinas and resorts.~~
- ~~(8) Parks and playgrounds.~~

~~B. Special permit uses. Special permit uses set forth herein shall be subject to the approval of the Town Board pursuant to the definition of "special permit" specified in § 108-3 of this chapter:~~

- ~~(1) Multiple family dwellings, condominiums, apartment houses and garden~~

~~apartments, designed so as to provide both residential and recreational facilities.~~

~~(2) — Motels and boatels.~~

~~(3) — Any other recreational use, by special permit of the Town Board.~~

~~(4) — Day care centers or nursery schools, by special permit of the Town Board.~~

~~(5) — Country inns.~~

~~C. — Properties within the Recreational District must meet at least one of the following criteria, in addition to having a minimum area of 15 acres:~~

~~(1) — The proposed Recreational District site must have no less than 500 feet of frontage on Long Island Sound, Peconic Bay, Flanders Bay, Peconic River or a tidal creek; or~~

~~(2) — The nearest portion of, the proposed Recreational District site is located within 1,000 feet of an existing public beach, public park, public campground, public marina or public golf course.~~

~~D. — The following accessory uses shall be allowed by special permit of the Town Board as uses customarily incident to any of the above permitted uses. Such accessory uses shall be permitted only as incidental to one of the above primary uses:~~

~~(1) — Health spas.~~

~~(2) — Taverns.~~

~~(3) — Restaurants.~~

~~(4) — Retail stores.~~

#### **~~§ 108-126. General lot, yard, height and building requirements.~~**

~~No building shall be erected nor any lot or land area utilized in the Recreational District, unless previously approved by the Town Board after site plan review under the following sections of the Riverhead Town Code: §§ 108-31.1, 108-38, 108-41.1 and 108-44.1. The Recreational District Zone shall, to the extent possible, provide flexibility in construction of buildings and structures.~~

~~A. — One family and two family dwellings shall have a minimum living area of 750 square feet, if kitchen facilities are included, and 400 square feet if no kitchen facilities are included. No property shall be improved with an overall density of more than one residential unit for each 20,000 square feet of land area within the proposed site, unless both public water and sewer facilities are provided.~~

~~B. — Condominium dwellings shall comply with the requirements of § 108-92B of the Riverhead Town Code.~~

~~C. — Cluster dwellings shall comply with the requirements of Article XIX of this chapter.~~

~~D. — Lot widths, side yards, front yards and rear yards may be reduced to zero by the Board of Appeals and granted simultaneously with site plan review as provided above.~~

**~~§ 108-127. Additional requirements.~~**

- A. ~~Where uses are proposed for other than one or two family residences, there shall be a protective planting strip or buffer, not less than 10 feet in width, along any lot line abutting a residential district or use. No structure, storage or parking shall be permitted within this strip or buffer. Said buffer or strip will be planted with evergreens or similar vegetation which, when planted, shall be at least six feet tall and, when mature, shall be maintained at a height of not less than eight feet, so as to provide an effective natural screen between districts. The maintenance of this strip or buffer, any parking area or any green area shown on a site plan submitted as a part of an application for a permitted use under this article, during the continuance of said use, is hereby a condition of said special use, and the failure to maintain said areas shall operate to revoke said special permit in addition to all other penalties provided by this chapter.~~
- B. ~~The site plan shall show, in addition to all other requirements of this chapter, the following:~~
- ~~(1) The proposed method of collection and disposal of stormwater, which shall be designed so as to cause minimal interference with adjoining properties and to create minimal burdens on public facilities.~~
  - ~~(2) The proposed lighting facilities for the safety of pedestrian and vehicular traffic and exterior spotlighting of buildings or grounds shall be from shaded sources and so located that light beams are not directed toward any lot in a residential district or toward a public highway.~~
  - ~~(3) Water supply and sewage disposal facilities shall conform to Suffolk County Health Department requirements.~~
- C. ~~Parking shall be provided in conformity with the Parking Schedule and § 108-60 of this chapter. For each parking space required, other than for single and two family residences, there shall be provided 30 square feet of landscaped island or green area.~~
- Overstrike represents deletion(s)

Dated: Riverhead, New York  
July 15, 2008

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

**BARBARA GRATTAN, Town Clerk**

7/15/08

TOWN OF RIVERHEAD

Resolution # 647

**ADOPTS A LOCAL LAW TO AMEND CHAPTER 101 ENTITLED "VEHICLES & TRAFFIC" OF THE RIVERHEAD TOWN CODE (§101-7. Turns.)**

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

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

**WHEREAS**, a public hearing was held on the 1<sup>st</sup> day of July, 2008 at 2:30 o'clock p.m. at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, the date, time and place specified in said public notice, and all persons wishing to be heard were heard.

**NOW THEREFORE BE IT RESOLVED**, that the local law amending Chapter 101 entitled, "Vehicles & Traffic" of the Riverhead Town Code is hereby adopted as specified in the attached notice of adoption; and be it further

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

**RESOLVED**, all Town Hall Departments may review and obtain a copy of this resolution from the E-Cabinet and if needed, a certified copy of same may be obtained from the Office of the Town Clerk.

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

**TOWN OF RIVERHEAD  
NOTICE OF ADOPTION**

**PLEASE TAKE NOTICE**, that the Town Board of the Town of Riverhead adopted a local law amending Chapter 101 entitled " Vehicles & Traffic" of the Riverhead Town Code at its regular meeting held on July 15, 2008. Be it enacted by the Town Board of the Town of Riverhead as follows:

**Chapter 101  
Vehicles and Traffic  
Article III  
Traffic Regulations**

**§ 101-7. Turns.**

- B. Pursuant to the authority granted by § 1660 of the New York State Vehicle and Traffic Law, the areas designated below restrict turns such that a right turn on red is prohibited at said location and a sign "no turn on red" shall be posted at the location:

**Location**

Griffing Avenue northbound at Pulaski Street

Harrison Avenue southbound at Osborne Avenue

Middle Road eastbound and westbound at Northville Turnpike

North Griffing Avenue southbound at Pulaski Street

Northville Turnpike northbound and southbound at Middle Road

Osborne Avenue north- and southbound at Pulaski Street

Pulaski Street westbound at Griffing Avenue

Pulaski Street eastbound at North Griffing Avenue

Pulaski Street east- and westbound at Osborne Avenue

- Underline represents addition(s)

Dated: Riverhead, New York  
July 15, 2008

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

**BARBARA GRATTAN, Town Clerk**

7/15/08

Adopted

TOWN OF RIVERHEAD

Resolution # 648

**ADOPTS A LOCAL LAW TO AMEND CHAPTER 101 ENTITLED "VEHICLES & TRAFFIC" OF THE RIVERHEAD TOWN CODE**  
**(§101-3. Stop and yield intersections; railroad crossings; parking fields.)**

COUNCILMAN BUCKLEY

offered the following resolution, was seconded by

COUNCILMAN WOOTEN :

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

**WHEREAS**, a public hearing was held on the 1<sup>st</sup> day of July, 2008 at 2:25 o'clock p.m. at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, the date, time, and place specified in said public notice, and all persons wishing to be heard were heard.

**NOW THEREFORE BE IT RESOLVED**, that the local law amending Chapter 101 entitled, "Vehicles & Traffic" of the Riverhead Town Code is hereby adopted as specified in the attached notice of adoption; and be it further

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

**RESOLVED**, all Town Hall Departments may review and obtain a copy of this resolution from the E-Cabinet and if needed, a certified copy of same may be obtained from the Office of the Town Clerk.

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

**TOWN OF RIVERHEAD  
NOTICE OF ADOPTION**

**PLEASE TAKE NOTICE**, that the Town Board of the Town of Riverhead adopted a local law amending Chapter 101 entitled, "Vehicles & Traffic" of the Riverhead Town Code at its regular meeting held on July 15, 2008. **Be it enacted** by the Town Board of the Town of Riverhead as follows:

Chapter 101  
Vehicles and Traffic  
Article III  
**Traffic Regulations**

**§ 101-3. Stop and yield intersections; railroad crossings; parking fields.**

- A. Stop intersections. The following intersections are designated as stop intersections, and stop signs shall be erected at such intersections as follows:

<b>Intersection</b>	<b>Stop Sign On</b>	<b>Entrance From</b>
<u>Grumman Boulevard</u>	<u>Burman Boulevard</u>	<u>North</u>

\* Underline represents addition(s)

Dated: Riverhead, New York  
July 15, 2008

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

**BARBARA GRATTAN, Town Clerk**

7/15/08

Adopted

TOWN OF RIVERHEAD

Resolution # 649

**ADOPTS A LOCAL LAW TO AMEND CHAPTER 95 ENTITLED "TAXATION" OF THE RIVERHEAD TOWN CODE (EXEMPTION FOR COLD WAR VETERANS)**

**COUNCILMAN WOOTEN**

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

**COUNCILWOMAN BLASS** \_\_\_\_\_ :

**WHEREAS**, the Town Clerk was authorized to publish and post a public notice to hear all interested persons to consider a local law amending Chapter 95, entitled "Taxation" of the Riverhead Town Code; and

**WHEREAS**, a public hearing was held on the 1st day of July, 2008 at 2:35 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 the local law amending Chapter 95 entitled, "Taxation" of the Riverhead Town Code is hereby adopted as specified in the attached notice of adoption; and be it further

**RESOLVED**, that the Town Clerk is hereby authorized to publish the attached notice of adoption once in the News Review 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 Assessor's Office and the Town Attorney's Office.

THE VOTE

Buckley  yes \_\_\_ no Wooten  yes \_\_\_ no  
Dunleavy  yes \_\_\_ no Blass  yes \_\_\_ no  
Cardinale  yes \_\_\_ no

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

**TOWN OF RIVERHEAD  
NOTICE OF ADOPTION**

**PLEASE TAKE NOTICE**, that the Town Board of the Town of Riverhead adopted a local law amending Chapter 95 entitled " Taxation" of the Riverhead Town Code at its regular meeting held on July 15, 2008. **Be it enacted** by the Town Board of the Town of Riverhead as follows:

ARTICLE IX  
Exemption for Cold War Veterans

**§ 95-42. Definitions.**

As used in this article, the following terms shall have the meanings indicated:

**COLD WAR VETERAN** - A person, male or female, who served on active duty ~~for a period of more than three hundred sixty-five days~~ in the United States armed forces, during the time period from September second, nineteen hundred forty-five to December twenty-sixth, nineteen hundred ninety-one, and was discharged or released there from under honorable conditions. ~~and has been awarded the Cold War recognition certificate as authorized under Public Law 105-85, the 1998 National Defense Authorization Act.~~

**QUALIFIED RESIDENTIAL REAL PROPERTY** - Property owned by a qualified owner which is used exclusively for residential purposes; provided, however, that in the event that any portion of such property is not used exclusively for residential purposes, but is used for other purposes, such portion shall be subject to taxation and only the remaining portion used exclusively for residential purposes shall be subject to the exemption provided by this article. Such property shall be the primary residence of the Cold War veteran or the un-remarried surviving spouse of a Cold War veteran, unless the Cold War veteran or un-remarried surviving spouse is absent from the property due to medical reasons or institutionalization. ~~for up to five years.~~

**§ 95-44. Limitations.**

- B. If a Cold War veteran receives the exemption under section four hundred fifty-eight-a or four hundred fifty-eight-a b of the Real Property Tax Law, the Cold War veteran shall not be eligible to receive the exemption under this article.

- C. The exemption provided by this article shall be granted for a period of ten years. The commencement of such ten year period shall be governed pursuant to this subparagraph. Where a qualified owner owns qualifying residential real property on the effective date of ~~this section~~ the local law providing for such exemption, such ten year period shall be measured from the assessment roll prepared pursuant to the first taxable status date occurring on or after the effective date of ~~this section~~ the local law providing for such exemption. Where a qualified owner does not own qualifying residential real property on the effective date of ~~this section~~ the local law providing for such exemption, such ten year period shall be measured from the assessment roll prepared pursuant to the first taxable status date occurring at least sixty days after the date of purchase of qualifying residential real property; provided, however, that should the veteran apply for and be granted an exemption on the assessment roll prepared pursuant to a taxable status date occurring within sixty days after the date of purchase of residential real property, such ten year period shall be measured from the first assessment roll in which the exemption occurs. If, before the expiration of such ten year period, such exempt property is sold and replaced with other residential real property, such exemption may be granted pursuant to this subparagraph for the unexpired portion of the ten year exemption period.
- E. Application for exemption shall be made by the owner, or all of the owners, of the property on a form prescribed by the state board. The owner or owners shall file the completed form in the assessor's office on or before the first appropriate taxable status date. ~~The owner or owners of the property shall be required to re-file each year. Applicants shall re-file on or before the appropriate taxable status date.~~ The exemption shall continue in full force and effect for all appropriate subsequent tax years and the owner or owners of the property shall not be required to refile each year. Applicants shall be required to refile on or before the appropriate taxable status date if the percentage of disability percentage increases or decreases or may refile if other changes have occurred which affect qualification for an increased or decreased amount of exemption. Any applicant convicted of willfully making any false statement in the application for such exemption shall be subject to the penalties prescribed in the penal law.
- F. Notwithstanding the provisions of this article or any other provision of law, in a city having a population of one million or more, applications for the exemption authorized pursuant to this article shall be considered timely filed if they are filed on or before the fifteenth day of March of the appropriate year.

F. G. A local law adopted pursuant to this article may be repealed by the governing body of the town. Such repeal shall occur at least ninety days prior to the taxable status date of such town.

- Overstrike represents deletion(s)
- Underscore represents addition(s)

Dated: Riverhead, New York  
July 15, 2008

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

**BARBARA GRATTAN, Town Clerk**

7/15/08

TOWN OF RIVERHEAD

Adopted

Resolution # 650

**APPROVES CHAPTER 90 APPLICATION OF 400 RESTORATION REALTY, LLC (Benefit for SASS Foundation (Medical Research) and East End Breast Cancer Coalition)**

COUNCILWOMAN BLASS offered the following resolution, was seconded by

COUNCILMAN DUNLEAVY :

**WHEREAS**, on July 3, 2008, 400 Restoration Realty, LLC had submitted a Chapter 90 Application for the purpose of conducting a Benefit for SASS Foundation (Medical Research) and the East End Breast Cancer Coalition to be held at the Hawkins Hose Restoration and Inn located at 400 South Jamesport Avenue, Jamesport, New York, on Tuesday, August 12, 2008, between the hours of 5:00 p.m. and 8:00 p.m.; and

**WHEREAS**, 400 Restoration Realty, LLC has completed and filed a Short Environmental Assessment Form in accordance with 6 NYCRR 617; and

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

**WHEREAS**, the applicable Chapter 90 Application fee has been paid; and

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

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

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

**RESOLVED**, that the Chapter 90 Application of 400 Restoration Realty, LLC had submitted a Chapter 90 Application for the purpose of conducting a Benefit for SASS Foundation (Medical Research) and the East End Breast Cancer Coalition to be held at the Hawkins Hose Restoration and Inn located at 400 South Jamesport Avenue, Jamesport, New York, on Tuesday, August 12, 2008, between the hours of 5:00 p.m. and 8:00 p.m., is hereby approved; and be it further

THE VOTE

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

THE RESOLUTION  WAS  WAS NOT THEREFORE DULY ADOPTED

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

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

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

**RESOLVED**, that the Town Clerk is hereby authorized to forward a certified copy of this resolution to 400 Restoration Realty, LLC, P.O. Box 302, 400 South Jamesport Avenue, Jamesport, New York, 11947; and copies to the Riverhead Fire Marshal; the Riverhead Police Department and the Office of the Town Attorney.

Adopted

7/15/08

TOWN OF RIVERHEAD

Resolution # 651

**APPROVES CHAPTER 90 APPLICATION OF  
ST. JOHN THE EVANGELIST R.C. CHURCH  
(Chinese Auction)**

COUNCILMAN DUNLEAVY

offered the following resolution, was seconded by

COUNCILMAN BUCKLEY:

**WHEREAS**, on July 3, 2008, St. John the Evangelist R.C. Church had submitted a Chapter 90 Application for the purpose of conducting a Chinese Auction to be held on their property located at 546 St. John's Place, Riverhead, New York on Saturday, October 18, 2008 between the hours of 10:00 a.m. and 3:00 p.m.; and

**WHEREAS**, St. John the Evangelist R.C. Church has completed and filed a Short Environmental Assessment Form in accordance with 6 NYCRR 617; and

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

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

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

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

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

**RESOLVED** that the Chapter 90 Application of St. John the Evangelist R.C. Church for the purpose of conducting a Chinese Auction to be held on their property located at 546 St. John's Place, Riverhead, New York on Saturday, October 18, 2008 between the hours of 10:00 a.m. and 3:00 p.m. is hereby approved; and be it further

Z:\Laura Calamita\chap90\St.John's2.res.doc

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

**RESOLVED**, that any tent installation and any and all electric shall comply with the applicable provisions of the Building and Fire Code of New York State, including obtaining necessary tent permits, the National Electrical Code and National Fire Protection Agency 102 (Tents & Membrane Structures); 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 Riverhead Fire Marshal shall be contacted at least three days in advance at (631) 727-3200 extension 601 for the purpose of scheduling the required inspection appointment; and be it further

**RESOLVED**, that the Town Board hereby waives the Chapter 90 Application fee in connection with this event; and be it further

**RESOLVED**, that the Town Clerk is hereby authorized to forward a certified copy of this resolution to St. John the Evangelist R.C. Church, 546 St. John's Place, Riverhead, New York, 11901, and copies to the Office of the Fire Marshal; Chief Hegermiller, Riverhead Police Department and the Office of the Town Attorney.

7/15/08

TOWN OF RIVERHEAD

Adopted

Resolution # 652

**APPROVES CHAPTER 90 APPLICATION OF**  
**ST. JOHN THE EVANGELIST R.C. CHURCH**  
**(Craft Fair)**

**COUNCILMAN BUCKLEY**

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

**COUNCILMAN WOOTEN**

\_\_\_\_\_:

**WHEREAS**, on July 3, 2008, St. John the Evangelist R.C. Church had submitted a Chapter 90 Application for the purpose of conducting a Craft Fair to be held on their property located at 546 St. John's Place, Riverhead, New York on Saturday, December 6, 2008 between the hours of 9:00 a.m. and 3:00 p.m.; and

**WHEREAS**, St. John the Evangelist R.C. Church has completed and filed a Short Environmental Assessment Form in accordance with 6 NYCRR 617; and

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

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

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

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

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

**RESOLVED** that the Chapter 90 Application of St. John the Evangelist R.C. Church for the purpose of conducting a Craft Fair to be held on their property located at 546 St. John's Place, Riverhead, New York on Saturday, December 6, 2008 between the hours of 9:00 a.m. and 3:00 p.m. is hereby approved; and be it further

**RESOLVED**, that any tent installation and any and all electric shall comply with the applicable provisions of the Building and Fire Code of New York State, including obtaining necessary tent permits, the National Electrical Code and National Fire Protection Agency 102 (Tents & Membrane Structures); 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 Riverhead Fire Marshal shall be contacted at least three days in advance at (631) 727-3200 extension 601 for the purpose of scheduling the required inspection appointment; and be it further

**RESOLVED**, that the Town Board hereby waives the Chapter 90 Application fee in connection with this event; and be it further

**RESOLVED**, that the Town Clerk is hereby authorized to forward a certified copy of this resolution to St. John the Evangelist R.C. Church, 546 St. John's Place, Riverhead, New York, 11901, and copies to the Office of the Fire Marshal; Chief Hegermiller, Riverhead Police Department and the Office of the Town Attorney.

THE VOTE

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

THE RESOLUTION  WAS  WAS NOT  
THEREFORE DULY ADOPTED

Adopted

7/15/08

TOWN OF RIVERHEAD

Resolution # 653

**APPROVES CHAPTER 90 APPLICATION OF  
LIVING WATER FULL GOSPEL CHURCH (Craft Fair)**

COUNCILMAN WOOTEN offered the following resolution, was seconded by

COUNCILWOMAN BLASS :

**WHEREAS**, on June 30, 2008, Living Water Church had submitted a Chapter 90 Application for the purpose of conducting a Craft Fair to be located on their property located at 24 Shade Tree Lane, Riverhead, New York, on Saturday, August 9, 2008 between the hours of 8:00 a.m. and 3:00 p.m.; and

**WHEREAS**, Living Water Church has completed and filed a Short Environmental Assessment Form in accordance with 6 NYCRR 617; and

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

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

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

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

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

**RESOLVED**, that the Chapter 90 Application of Living Water Church for the purpose of conducting a Craft Fair to be located on their property located at 24 Shade Tree Lane, Riverhead, New York, on Saturday, August 9, 2008 between the hours of 8:00 a.m. and 3:00 p.m., is hereby approved; and be it further

**RESOLVED**, that the Town Board of the Town of Riverhead hereby waives the application fee for this event due to their not-for-profit status; and be it further

**RESOLVED**, that the tent installation and any and all electric shall comply with the applicable provisions of the Building and Fire Code of New York State, including any necessary tent permits, the National Electrical Code and National Fire Protection Agency 102 and the Tents & Membrane Structures; 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 Riverhead Fire Marshal shall be contacted at least three days in advance at (631) 727-3200 extension 601 for the purpose of arranging the "pre-opening" inspection appointment; and be it further

**RESOLVED**, that the Town Clerk is hereby authorized to forward a certified copy of this resolution to Living Water Church, 27 Shade Tree Lane, Riverhead, New York, 11901 and copies to the Riverhead Fire Marshal; the Riverhead Police Department and the Office of the Town Attorney.

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

7/15/08

TOWN OF RIVERHEAD

Adopted

Resolution # 654

**APPROVES CHAPTER 90 APPLICATION OF LARRY'S LIGHTHOUSE MARINA  
(BOAT SHOW)**

COUNCILWOMAN BLASS

offered the following resolution, was seconded by

COUNCILMAN DUNLEAVY :

**WHEREAS**, on July 8, 2008, Larry's Lighthouse Marina had submitted a Chapter 90 Application for the purpose of conducting a Boat Show, to be held in the Vinland Commons parking lot located on the corner of Tuthill Lane and Main Road, Aquebogue, New York, on August 15<sup>th</sup>, 16<sup>th</sup> and 17<sup>th</sup>, 2008 between the hours of 10:00 a.m. and 6:00 p.m.; and

**WHEREAS**, Larry's Lighthouse Marina has completed and filed a Short Environmental Assessment Form in accordance with 6 NYCRR 617; and

**WHEREAS**, Larry's Lighthouse Marina has paid the required Chapter 90 Application fee for this event; and

**WHEREAS**, the Town Attorney of the Town of Riverhead has reviewed all documents regarding said application; and

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

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

**RESOLVED**, that the Chapter 90 Application of Larry's Lighthouse Marina for the purpose of conducting a Boat Show, to be held in the Vinland Commons parking lot located on the corner of Tuthill Lane and Main Road, Aquebogue, New York, on August 15<sup>th</sup>, 16<sup>th</sup> and 17<sup>th</sup>, 2008, between the hours of 10:00 a.m. and 6:00 p.m., is hereby approved; and be it further

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

**RESOLVED**, that any tent installations and any and all electric shall comply with the applicable provisions of the Building and Fire Code of New York State, including obtaining necessary tent permits, the National Electrical Code and National Fire Protection Agency 102 (Tents & Membrane Structures); 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 Riverhead Fire Marshal shall be contacted at (631) 727-3200 extension 601, for the purpose of arranging the “pre-opening” inspection appointment at least three days in advance; and be it further

**RESOLVED**, that the Town Clerk is hereby authorized to forward a certified copy of this resolution to Larry’s Lighthouse Marina, 229 Meetinghouse Creek Road, P.O. Box 1250, Aquebogue, New York, 11931 and copies to the Riverhead Fire Marshal; the Riverhead Police Department and the Office of the Town Attorney.

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

7/15/08

TOWN OF RIVERHEAD

# Tabled

Resolution # 655

**AUTHORIZES TOWN CLERK TO PUBLISH AND POST PUBLIC NOTICE TO  
CONSIDER A LOCAL LAW TO AMEND CHAPTER 90 ENTITLED  
"SPECIAL EVENTS" OF THE RIVERHEAD TOWN CODE**

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

**RESOLVED**, the Town Clerk is hereby authorized to publish the attached public notice to consider a local law to amend Chapter 90 entitled, "Special Events" of the Riverhead Town Code once in the July 24, 2008 issue of the News Review, the newspaper hereby designated as the official newspaper for this purpose, and also to cause a copy of the proposed local law to be posted on the sign board of the Town; and be it further

**RESOLVED**, all Town Hall Departments may review and obtain a copy of this resolution from the E-Cabinet and if needed, a certified copy of same may be obtained from the Office of the Town Clerk.

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

TABLED

**TOWN OF RIVERHEAD  
PUBLIC NOTICE**

**PLEASE TAKE NOTICE** that a public meeting will be held before the Town Board of the Town of Riverhead at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York on the 5<sup>th</sup> day of August, 2008 at 2:40 p.m. o'clock to consider a local law amending Chapter 90 of the Riverhead Town Code entitled, "Special Events" as follows:

Chapter 90  
SPECIAL EVENTS / AGRITOURISM SPECIAL EVENTS

**§ 90-1. Repealer.**

~~The Shows and Exhibitions Ordinance of the Town of Riverhead, adopted by the Town Board of the Town of Riverhead during codification; see Chapter 1, General Provisions, Article II, and any subsequent amendments thereto, is hereby repealed. All rules and regulations of the Town of Riverhead or any agency, department or board thereof inconsistent herewith are hereby repealed as of the effective date of this chapter.~~

**§ 90-21. Definitions.**

Unless otherwise expressly stated, the following terms shall, for the purposes of this chapter, have the meanings set forth below:

AGRITOURISM BUSINESS- Any agricultural operation which includes, but is not limited to, activities such as; corn mazes, "u-pick" produce, hay rides, barn dances, concerts, weddings, private fundraising events.

AGRITOURISM SPECIAL EVENT: activities that are part of an agritourism business operation's total offerings but not tied to farming or to farm buildings, equipment, fields, etc. Such non-agriculturally related uses include, but are not limited to: concerts, weddings, private fundraising events.

SPECIAL EVENT PERMITS

- A. A special event includes, but is not limited to, a temporary and exclusive use by any person of any of the following related uses or impacts events or combination thereof : ~~with a maximum expected attendance of more than 100 persons at any one time.~~

**§ 90-3. 2. Licensing. - Special Event.**

A. Written permit required.

(2) (i) The name and address of the record owner of the subject property or properties and the nature and interest of the applicant in the property; proposed use of Town- or other publicly owned property; proposed dates and hours of the special event, including setup and shutdown times; expected maximum number of persons intended to use the property at one time and collectively, including organizers, employees, vendors, exhibitors and spectators; the expected number of automobiles and other vehicles intended to use the property at one time and collectively; if there are animals, the approximate number and types of animals, the name, address and telephone number of the contractor providing and/or transporting the animals, the storage and provisions for disposal of all animal wastes; the purpose of the event, describing in detail the nature of the activities to be carried on and the admission fee to be charged, if any, and the name of groups, organizations, charities or individuals who shall benefit from the proceeds of the event.

(ii) If the development rights for the property upon which the event is to be held have been sold, certified copies of all applicable deeds together with an original survey showing the areas from which the development rights were sold.

D. Information and material to be submitted with a completed special event long form application. Such application shall include the following written material:

(10) A plan for the use of live music, amplified music, loudspeakers, horns, or other sounds which will be used, if any, and the type and location of speakers and other audio equipment together with a plan for the mitigation of noise.

**§ 90-2.1. Licensing. - Agritourism Special Event**

**A. Written permit required**

An agritourism non-agricultural related event shall include, but not be limited to the following uses:

(1) Private parties or gatherings involving more than 25 people but no more than 350 people including, but not limited to: weddings, fundraising events, or other private events taking place at wineries or upon other premises that are, at the time the event is being held, legally utilized for agricultural production.

**B. Agritourism Special Events shall be permitted only upon properties meeting all of the following criteria:**

(1) The property is currently in active agricultural production;

(2) The development rights upon the portion of the property agritourism special event is to take place are in tact;

(3) The property has adequate ingress and egress, parking

(4) There are no residences within 500 feet of the portion of the premises designated for the agritourism special event.

(5) The property is a minimum of 7 acres in size and has 300 feet of road frontage.

(6) The agritourism special event shall take place on portion rty that is equal to no more than 10 % of the total parcel size but in no event more than 3 acres and no less than one acre.

(7) Where 25 to 350 guests are expected at any one time during the duration of the event, no person shall use, allow, let or permit property to be used for a agritourism special event unless an agritourism special event permit has been issued by the Town Board of the Town of Riverhead.

C. Required filing date. Application for such permit shall be on the form provided by the Town Clerk, addressed to the Town Board and filed with the office of the Town Clerk in accordance with the below filing dates based on the type of special event. The Town Board, in its discretion, may provide for an expedited review for a special events permit under this chapter.

(1) Applications shall be filed at least 40 calendar days prior to the scheduled dates of the agritourism special event.

D. Information and material to be submitted with a completed application. Such application shall include the following written material:

(1) The name, age and address of the applicant; if the applicant is a corporation, the name of the corporation and the names and addresses of directors and officers of the corporation; if the applicant does not reside in Suffolk County, the name, address and phone number of any agent, who shall be a natural person and shall reside or have a place of business in the County of Suffolk and who shall be authorized to and shall agree by verified statement to accept notices or summonses issued with respect to violations of any law, ordinances, rules or regulations.

(2) (i) The name and address of the record owner of the subject property or properties and the nature and interest of the applicant in the property, proposed use of Town- or other publicly owned property; proposed dates and hours of the special event, including setup and shutdown times; expected maximum number of persons intended to use the property at one time and collectively, including organizers, employees, vendors, exhibitors and spectators; the expected number of automobiles and other vehicles intended to use the property throughout the event; the purpose of the event, describing in detail the nature of the activities to be carried on and the admission fee to be charged, if any, and the name of groups, organizations, charities or individuals who shall benefit from the proceeds of the event.

- (ii) If the development rights for the property upon which the event is to be held have been sold, certified copies of all applicable deeds together with an original survey showing the areas from which the development rights were sold.
- (3) A plan and drawing showing the size of the property; the streets or highways abutting said property, the size and location of any existing building, buildings or structures or of any proposed building, buildings or structures or signs to be erected for the temporary event; the location of the stage or tents, if any, proposed to be erected; the designated areas of use for spectators, exhibitors, vendors, employees, and organizers; the location of all exits; the location of all fire extinguishers and other firesafety equipment; and the location of all temporary utilities to be installed for the event.
- (4) A plan and drawing showing the layout of any parking area for automobiles and other vehicles and the means of ingress and egress for such parking area. Such parking area shall provide one parking space for every four persons in attendance and shall be in accordance with the Fire Marshal's setback guidelines.
- (5) The name, address and telephone number of the person(s) who will be engaged in the preparation and sale of food.
- (6) A plan for the use of live music, amplified music, loudspeakers, horns, or other sounds which will be used, if any, and the type and location of speakers and other audio equipment together with a plan for the mitigation of noise.
- (7) The name and address of the security company, if any, which will work on the premises, and a description of the duties to be performed, subject to the approval of the Chief of Police.
- (8) A description of the communications plan to be utilized by the event organizer to facilitate command and control of all routine and emergency activities related to the event, subject to approval by the Chief of Police and Fire Marshal.
- (9) A description of tents or other temporary structures, camping or housing facilities to be available, if any, and a plan showing the intended number and location of them, compliance with the applicable requirements of the NFPA

Life Safety Code (NFPA 101;) the NFPA Temporary Membrane Structures/Tents (NFPA 102) and the Fire Code of New York State.

- E. If permission to hold a special event or an agritourism special event is granted, the permit may set forth the maximum number of persons permitted to attend the event. The Town Board, in determining the maximum limit, shall take into consideration the capacity of the site, the facilities to be available and the availability of public highway and other means of transportation to and from the site.
- F. A special event permit or an agritourism special event is granted is not transferable and shall expire at the close of the event for which it is issued.

**§ 90-4- 3. Conditions for granting permit.**

- C. Where the special event or an agritourism special event will impact the health, safety and welfare, as a condition of the granting of the permit, the Town Board may require the permittee to reimburse the town for costs of police, ambulance protection and/or other Town services as may be deemed necessary by the Town Board to adequately and safely control and protect the persons attending the event, the event area and traffic in and around the area of the event. In no event, however, will the Town be obligated to provide police and ambulance protection or other Town services. Costs for such police, ambulance protection and/or other services provided by Town employees in processing the permit application shall include those over and above routine staffing, including costs for overtime and for the hiring of special police officers and/or emergency medical services personnel. The estimated costs for services shall be provided to the applicant and the Town Board by ~~written report from the Chief of Police, Ambulance Chief, Fire Marshal or other Town department head~~ prior to the issuance of the permit. Based on the number of people, date of the event, the time of the event and the location of the event, the applicant shall be required to reimburse the Town for the cost of police to ensure public health and safety through the smooth flow of traffic in and around the area of the event. The applicant may be required to pay

these fees prior to the event, but all fees shall be due and payable within 10 days of rendering of an invoice for said expenses by the Town of Riverhead.

- E. Permit available on premises. The special event or an agritourism special event permit issued hereunder shall be displayed on the premises during the special event or an agritourism special event and shall be available for inspection by a police officer or other enforcement officer of the Town of Riverhead upon request of such officer.
- F. The Town may issue a permit upon such other reasonable conditions necessary to ensure compliance with this law and for the general protection of the health, safety and welfare of the persons and property in the town. The Town may require the applicant to provide notice, in a form prescribed by the Town, to any residents, business owners or persons that may be affected by the special event or an agritourism special event.

**§ 90-5 4. Review of application; approval or denial of permit.**

- B. In determining whether to approve or den an application, the Town Board shall consider the information provided in the application and such other information as may be available, including but not limited to:
  - (12) If an applicant is requesting a special event or an agritourism special event permit that was held the previous year, verification must be submitted from those charities listed on the previous application.

**§ 90-6 5. Application fees.**

**§ 90-7 6. Modification or rescission of permit.**

**§ 90-8 7. Other approvals.**

**§ 90-9 8. Alcoholic beverages.**

**§ 90-10 9. Persons prohibiting from attending.**

**§ 90-11. 10. Prohibited conduct.**

B. Attendance at a special event or an agritourism special event in excess of the attendance allowed pursuant to the permit shall be prohibited. Applicants allowing excess attendance which requires unanticipated police, Fire Marshal, fire protection, ambulance and/or EMS services shall be responsible to reimburse the public safety agency for services and fees incurred.

**§ 90-12. 11. Prohibited exhibitions and sales.**

**§ 90-13. 12. Hours.**

B. No exhibition, performance for hire, carnival, circus, carrousel, bazaar, open-air show or place of amusement shall be open any day between the hours of 12:01 a.m. and 9:00 a.m., unless this provision is expressly waived by the Town Board in the special event or an agritourism special event permit.

**§ 90-14 13. Severability.**

**§ 90-15 14. Penalties.**

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

Dated: Riverhead, New York  
July 15, 2008

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

**BARBARA GRATTAN, Town Clerk**

7/15/08

Adopted

TOWN OF RIVERHEAD

Resolution # 656

**ACCEPTS OFFER FROM THE BUSINESS IMPROVEMENT DISTRICT  
MANAGEMENT ASSOCIATION  
(RIVERFRONT PAVILION)**

COUNCILMAN BUCKLEY offered the following resolution, was seconded

by COUNCILMAN WOOTEN:

**WHEREAS**, the Town Board wishes to support the revitalization of the Peconic riverfront and believes that the addition of a riverfront pavilion would be a valuable asset and would further enhance the downtown riverfront area; and

**WHEREAS**, the Riverhead Business District Management Association (BIDMA) has offered to obtain the professional assistance of Architect Gary Jacqueman, Architect Martin Sendlewski and Michael Manna of the Spector Group, whom have offered to volunteer their services for this endeavor.

**NOW THEREFORE BE IT RESOLVED**, that the Town Board hereby accepts the offer of BIDMA to assist in the feasibility of the addition of a riverfront pavilion and requests that BIDMA confer with the aforementioned professionals and forward their findings to the Town Board within thirty days, to consider; a) the proposal of a pavilion design which includes a defined function for the building; b) a size which supports the defined function of the building; c) specific types of materials which will enhance the natural nautical setting; d) suggestions for year round utilization, including possible enclosure; e) suggestions for the permanent function of the structure when not being utilized for an event; f) a cost estimate for construction and proposed sources for funding (private and public); g) suggestions and the rationale for the best location for the building and h) any and all relevant suggestions; and be it further

**RESOLVED**, that the Town Clerk is hereby authorized to forward a certified copy of this resolution to the Riverhead Business District Management Association, 21 West 2<sup>nd</sup> Street, Suite 12, Riverhead, New York, 11901 and copies to the Planning Department, the Building Department and the Office of the Town Attorney.

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

Adopted

July 15, 2008

TOWN OF RIVERHEAD  
RESOLUTION # 657

RATIFIES ATTENDANCE OF EMPLOYEE  
AT LEED CERTIFICATION TRAINING

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

WHEREAS, the U. S. Green Building Council (USGBC) offers a rating and certification system referred to as Leadership in Energy and Environmental Design (LEED) to facilitate the "Green" initiative; and

WHEREAS, adopting the LEED rating system will continue the efforts of the Town to reduce the carbon footprint of all Town of Riverhead buildings and facilities and lessen the adverse affects of pollution on the environment; and

WHEREAS, the Town of Riverhead has been registered as a LEED Local Government member that allows the Town to participate and use the rating and commissioning directives of the USGBC to possibly secure grants and funding sources to further this environmental initiative; and

WHEREAS, the USBGC held a seminar on July 16, 2008 for training, testing and certification of accredited professionals; and

WHEREAS, Christine Fetten, P.E., Assistant Town Engineer for the Town of Riverhead did attend this seminar and has received the necessary certification as an accredited professional on behalf of the Town of Riverhead.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Riverhead be and does hereby ratify the attendance of Christine Fetten, P.E. at the July 16, 2008 LEED Certification Seminar; and

BE IT FURTHER RESOLVED, that the Town Board of the Town of Riverhead be and does hereby authorize reimbursement to Christine Fetten, P.E. for the, fully receipted, LEED Certification membership, seminar registration and training manuals in the amount of One Thousand Seven and 50/100 (\$1,007.50); and

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

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

# Adopted

RESOLUTION # 658 ABSTRACT #08-27 July 2, 2008 (TBM 7/15/08)					
COUNCILWOMAN BLASS offered the following Resolution which was seconded by COUNCILMAN DUNLEAVY					
FUND NAME		CD 6/27/08	CD 6/30/08	CHECKRUN TOTALS	GRAND TOTALS
GENERAL FUND	1		5,075,000.00	936,195.10	6,011,195.10
POLICE ATHLETIC LEAGUE	4		22,000.00	240.00	22,240.00
TEEN CENTER	5		10,000.00		10,000.00
RECREATION PROGRAM FUND	6		94,000.00	6,156.30	100,156.30
CHILD CARE CENTER BUILDING FUN	9		36,000.00	1,270.00	37,270.00
TB SPECIAL PROGRAM	24		7,800.00		7,800.00
YOUTH COURT SCHOLAR	25		2,000.00		2,000.00
SRS DAYCARE	27		5,500.00		5,500.00
ANIMAL SPAY/NEUTER	29		1,000.00		1,000.00
ECONOMIC DEVELOPMENT ZONE FUND	30		7,500.00	2,861.93	10,361.93
REC YOUTH	31		2,000.00		2,000.00
HIGHWAY FUND	111		1,135,000.00	69,704.62	1,204,704.62
WATER DISTRICT	112			53,418.97	53,418.97
R&M	113		235,000.00		235,000.00
RIVERHEAD SEWER DISTRICT	114		2,425,000.00	27,169.03	2,452,169.03
REFUSE & GARBAGE COLLECTION DI	115		830,000.00	5,626.90	835,626.90
STREET LIGHTING DISTRICT	116		145,000.00	9,580.30	154,580.30
PUBLIC PARKING	117		98,000.00		98,000.00
BUSINESS IMPROVEMENT DISTRICT	118		100,000.00	31,841.25	131,841.25
AMBULANCE DISTRICT	120		305,000.00		305,000.00
CALVERTON SEWER DISTRICT	124		165,000.00	769.42	165,769.42
RIVERHEAD SCAVANGER WASTE DIST	128			10,327.62	10,327.62
SEWER DISTRICT FUND	130		254,000.00		254,000.00
WORKERS' COMPENSATION FUND	173		1,431,000.00	11,505.37	1,442,505.37
RISK RETENTION	175		765,000.00		765,000.00
UNEMPLOYMENT	176		40,000.00		40,000.00
REV LOAN PRO	178		21,000.00		21,000.00
RES REHAB	179		15,000.00		15,000.00
CDBG CONSORTIUM ACOUNT	181		164,000.00	553.79	164,553.79
UDC WORKING	182		6,000.00		6,000.00
RESTORE	184		6,000.00		6,000.00
PUB PARKING DEBT	381		30,000.00		30,000.00
SEWER DEBT	382		100,000.00		100,000.00
WATER DEBT	383		225,000.00		225,000.00
GENERAL FUND DEBT	384		3,790,000.00		3,790,000.00
SCAV WASTE DEBT	385		95,000.00		95,000.00
SUFFOLK THEATRE	386		84,000.00		84,000.00
TOWN HALL CAPITAL PROJECTS	406	26,848,000.00		2,385.00	26,850,385.00
800 SERIES	408		17,000.00		17,000.00
2 BEARS	440		35,000.00		35,000.00
YOUTH SERVICES CAP PROJECT	452			4,710.75	4,710.75
SENIORS HELP SENIORS CAP PROJE	453		30,000.00	3,039.35	33,039.35
EISEP	454		165,000.00		165,000.00
MUNICIPAL FUEL FUND	625			17,534.01	17,534.01
MUNICIPAL GARAGE FUND	626			14,517.97	14,517.97
TRUST & AGENCY	735			878,224.71	878,224.71
SPEC TRUST	736		2,775,000.00		2,775,000.00
COMM PRES	737		6,925,000.00		6,925,000.00
CDA CALVERTON	914		180,000.00		180,000.00
<b>TOTAL ALL FUNDS</b>		<b>26,848,000.00</b>	<b>27,853,800.00</b>	<b>2,087,632.39</b>	<b>56,789,432.39</b>

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

RESOLUTION # <u>658</u> ABSTRACT #08-28 July 10, 2008 (TBM 7/15/08)				
COUNCILWOMAN BLASS offered the following Resolution which was seconded by				
COUNCILMAN DUNLEAVY				
FUND NAME			CHECKRUN TOTALS	GRAND TOTALS
GENERAL FUND	1		83,865.49	83,865.49
RECREATION PROGRAM FUND	6		17,802.95	17,802.95
HIGHWAY FUND	111		9,534.63	9,534.63
WATER DISTRICT	112		64,853.07	64,853.07
RIVERHEAD SEWER DISTRICT	114		50,327.87	50,327.87
REFUSE & GARBAGE COLLECTION DI	115		152.00	152.00
STREET LIGHTING DISTRICT	116		4,484.61	4,484.61
PUBLIC PARKING DISTRICT	117		2,535.01	2,535.01
BUSINESS IMPROVEMENT DISTRICT	118		6,888.30	6,888.30
AMBULANCE DISTRICT	120		1,156.92	1,156.92
EAST CREEK DOCKING FACILITY FU	122		935.51	935.51
CALVERTON SEWER DISTRICT	124		10,104.06	10,104.06
RIVERHEAD SCAVANGER WASTE DIST	128		11,651.65	11,651.65
RIVERHEAD SEWER DENITRIFICATIO	130		75,000.00	75,000.00
WORKERS' COMPENSATION FUND	173		10,623.17	10,623.17
RISK RETENTION FUND	175		50.00	50.00
CDBG CONSORTIUM ACOUNT	181		233.55	233.55
WATER DISTRICT DEBT SERVICE	383		619.38	619.38
GENERAL FUND DEBT SERVICE	384		4,061.87	4,061.87
COMMUNITY DEVELOPMENT AGENCY C	405		52,870.55	52,870.55
TOWN HALL CAPITAL PROJECTS	406		229,286.34	229,286.34
MUNICIPAL FUEL FUND	625		17,775.55	17,775.55
MUNICIPAL GARAGE FUND	626		10,557.42	10,557.42
TRUST & AGENCY	735		551.25	551.25
COMMUNITY PRESERVATION FUND	737		2,200.00	2,200.00
CALVERTON PARK - C.D.A.	914		530.00	530.00
<b>TOTAL ALL FUNDS</b>			<b>668,651.15</b>	<b>668,651.15</b>

THE VOTE

Buckley \_\_\_ yes \_\_\_ no Wooten \_\_\_ yes \_\_\_ no

Dunleavy \_\_\_ yes \_\_\_ no Blass \_\_\_ yes \_\_\_ no

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

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