

FEBRUARY 1, 2011

CDA

Res. #3 Authorizes Publication of Notice and Issuance for Developer of Workforce Housing Unit

CDA

Res. #4 Authorizes the Supervisor to Execute an Agreement with VHB Engineering, Surveying and Landscape Architecture, P.C.

RESOLUTION LIST

Res. #70 Authorization for Supervisor to Execute an Agreement with East End Accounting Services Corp.

Res. #71 Authorization for Supervisor to Execute an Agreement with the Galamery Company, Inc.

Res. #72 Authorizes Attendance at the Government Finance Officers' Association Annual Conference

Res. #73 Grangebel Park Bulkheading Phase II Budget Adjustment

Res. #74 Ratifies the Acceptance of New York State Archives Local Government Records Management Improvement Fund Inventory Grant

Res. #75 Authorizes Town Clerk to Advertise for Bids on 1979 Peterbilt Tractor or Equal

Res. #76 Authorizes Town Clerk to Advertise for Bids on 1995 Summit Aluminum Trailer or Equal

Res. #77 Authorizes Highway Superintendent to Attend Annual NTEA Convention

- Res. #78** Authorizes Publication of Notice and Issuance for Developer of Workforce Housing Unit
- Res. #79** Amends Resolution #1095 of 2005 (Animal Control Forms and Policy)
- Res. #80** Authorizes the Supervisor to Execute a license Agreement with AEROS Cultured Oyster Company to Allow the Installation of Floating Upweller Systems (FLUPSY) in East Creek
- Res. #81** Authorizes the Law Firm of Smith, Finkelstein, Lundberg, Isler and Yakaboski, LLP to Act as Special Counsel and Authorizes the Supervisor to Execute a Retainer Agreement
- Res. #82** Authorizes the Supervisor to Execute Second Addendum to Professional Services Agreement with Milliman, Inc. for Actuary Services
- Res. #83** Resolution to Provide NUNC PRO TUNC Authorization for the Office of the Town Attorney to Defend, Institute or Appear in Legal Action by or Against the Owners of the Property Described as SCTM #0600-119-1-23.1
- Res. #84** Authorization for Supervisor to Sign Closing Certificate and Supplemental Agreement with NYS EFC
- Res. #85** Authorizes the Supervisor to Enter into an Intermunicipal Agreement Among the Peconic Bay Region Towns Establishing the Peconic Bay Region Community Preservation Fund Joint Town Coordinating Committee
- Res. #86** Public Access to Records Policy

- Res. #87** Authorizes Town Clerk to Advertise for Bids Project No. RDWD 10-03 Interim and Permanent Treatment at Well No. 17-1 Contract G – General and Mechanical Construction Contract E – Electrical Construction Riverhead Water District
- Res. #88** Authorizes Town Clerk to Publish the Advertisement Pursuant to NYS Sanitary Code
- Res. #89** Re-Appoints Members to the Suffolk County/Town of Riverhead Empire Zone Administrative Board (George Nunnaro, Ken Rollins)
- Res. #90** Awards Bid for Work Clothes
- Res. #91** Ratifies an Appointment for a Call-In Assistant Recreation Leader to the Recreation Department (Doreen Jackson)
- Res. #92** Appoints a Call-In Guard to the Recreation Department (Ronny A. Strange, Jr.)
- Res. #93** Authorizes the Supervisor to Execute a Stipulation with Local 1000, AFSCME, AFL-CIO, Riverhead Unit of Suffolk Local #852
- Res. #94** Adopts a Local Law Amending Chapter 64 Entitled “Fire Prevention” of the Riverhead Town Code
- Res. #95** Authorizes Town Clerk to Publish and Post Public Notice of Public Hearing to Consider a Local Law to Amend Chapter 101 Entitled “Vehicles and Traffic” of the Riverhead Town Code (§101-8 Weight Limit of Eight Tons)
- Res. #96** Authorizes the Town Engineering Department to Facilitate the Removal of an Unsafe and Abandoned Structure Located at 77 Kay Road, Calverton, Also Known as Suffolk County Tax Map No. 600-115.1-1-43 and to Removal Costs Against the Subject Property

- Res. #97** Authorizes Town Clerk to Publish and Post Public Notice to Consider a Local Law to Amend Chapter 108 Entitled “Zoning” of the Riverhead Town Code (Accessory Apartments, §108-35, Applications)
- Res. #98** Rescinds Res. #926 of 2010 and Authorizes Town Clerk to Publish and Post Public Notice of Public Hearing to Consider a Proposed Local Law for an Amendment to Chapter 108 Entitled “Zoning” of the Riverhead Town Code (Article XX, §108-97 Major Subdivision, (14) (c) Park and Playground Sites)
- Res. #99** Rescinds Res. #853 of 2010 and Authorizes Town Clerk to Publish and Post Public Notice to Consider a Local Law to Amend Chapter 108 Entitled, “Zoning” of the Riverhead Town Code (Peconic River Community Zoning use District)
- Res. #100** Adopts a Local Law Amending Chapter 45 Entitled “Alarm Systems” of the Riverhead Town Code
- Res. #101** Appoints William M. Duffy to Act as Special Prosecutor for Violations of the Code of the Town of Riverhead
- Res. #102** 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. #103** Resolution to Provide NUNC PRO TUNC Authorization for the Office of the Town Attorney to Defend, Institute or Appear in Legal Action by or Against the Owners of the Property Described as SCTM #0600-85-3-72.4
- Res. #104** Pays Bills

02.01.2011
11003

ADOPTED

**TOWN OF RIVERHEAD
Community Development Agency
Resolution # 3**

**AUTHORIZES PUBLICATION OF NOTICE AND ISSUANCE FOR DEVELOPER OF
WORKFORCE HOUSING UNIT**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Suffolk County Office of Economic Development and Workforce Housing has made available to the Town of Riverhead a parcel with existing home for rehabilitation as workforce housing one (1) single family workforce home located at 0600-105.00-02.00-069.000 (aka 27 Wilson Avenue, Riverhead, New York, 11901; and

WHEREAS, the Town of Riverhead and the Town of Riverhead Community Development Agency (CDA) Board desires to foster the continued development of workforce housing infrastructure to retain critically important members of our community that typically qualify for workforce housing include young professionals, nurses and nurses aids, teachers, entry-level public safety personnel, grocery clerks, secretaries, mechanics, accounting clerks, retail and restaurant employees, and many other jobs integral to a balanced community; and

WHEREAS, the CDA Board wishes to seek responses from qualified not-for-profits engaged in the development of workforce housing who are specifically qualified to perform the rehabilitation of said property; and

NOW, THEREFORE, BE IT RESOLVED, the Town of Riverhead Community Development Agency is authorized to proceed with publication of notice and solicitation of proposals for this workforce housing unit; and

BE IT FURTHER RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and, if needed, a certified copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

PUBLIC NOTICE
RFP ISSUED FOR WORKFORCE HOUSING DEVELOPMENT

Please take notice that the Town of Riverhead Community Development Agency hereby solicits written proposals from qualified not-for-profits engaged in the development of workforce housing for reconstruction of one (1) single family workforce home located at 0600-105.00-02.00-069.000 (aka 27 Wilson Avenue, Riverhead, New York, 11901).

Full specifications of the solicitation are available online at www.riverheadli.com or at Town of Riverhead Community Development Office at 200 Howell Avenue, Riverhead, New York, 11901.

Responses must be received at the CDA office by 3:00 p.m. on Friday, February 25, 2011.

Written questions concerning this request should be directed to Chris Kempner, Director Town of Riverhead CDA, 200 Howell Avenue, Riverhead, NY 11901 or via email at kempner@riverheadli.com, or via facsimile at (631) 727-5772.

Dated: February 3, 2011

BY ORDER OF THE TOWN BOARD
Town of Riverhead, NEW YORK

DIANE WILHELM, TOWN CLERK

Request for Proposals

2011 Riverhead Workforce Housing Initiative

Town of Riverhead, New York

I. Introduction and Background

The Town of Riverhead Community Development Agency (“CDA”) hereby solicits written proposals from qualified not-for-profits engaged in the development of workforce housing (“**Builder**”) for reconstruction of one (1) single family workforce home located at 0600-105.00-02.00-069.000 (aka 27 Wilson Avenue, Riverhead, New York, 11901).

The Need for Workforce Housing

The target population for this project is low-to-moderate income, first-time homebuyers who live or work in the Town of Riverhead. The maximum income that a household may earn and be eligible to apply is 80% of the Suffolk County median income adjusted by family size.

Income % Median	Household Size							
	1	2	3	4	5	6	7	8
2008								
80%	\$50,950	\$58,250	\$65,500	\$72,800	\$78,600	\$84,450	\$90,250	\$96,100

Critically important members of our community that typically qualify for qualify for workforce housing include young professionals, nurses and nurses aids, teachers, entry-level public safety personnel, grocery clerks, secretaries, mechanics, accounting clerks, retail and restaurant employees, and many other jobs integral to a balanced community. Persons so employed are vital to the community, and absent provision of workforce housing might not otherwise be able to live in the Town of Riverhead.

II. Scope of Services

The CDA is seeking responses from qualified not-for-profits engaged in the development of workforce housing who are specifically qualified to perform the following services (the “services”):

A. Rehabilitation and Construction Services:

The scope of work involves rehabilitation of a single family home that must comply with New York State Building and Energy codes (“**Code**”).

B. General Specifications (as applicable/necessary for rehabilitation to Code):

- *Site Work*—Lots will be cleared to the minimal extent possible and graded as necessary for rehabilitation of residence. Sites will be excavated for any necessary repairs to

foundation, blacktop driveway and blacktop walk from driveway, septic system, and back filled to grade, with slope away from buildings. All water, electric, telephone, cable services and sanitary systems will be provided by the builder developer.

- All surveys for permits and closing will be provided by the builder/developer.
- *Foundation, Exterior Shell*— Foundation and Exterior Shell will be rehabilitated to be fully water-proofed with termite shield. Damp proof to grade as per code.
- *Insulation*—Insulation shall meet or exceed New York State Energy Code standards.
R15—All exterior walls
R30—main ceiling
R30—basement
- *Roofing*—Roofing will consist of #235 asphalt shingles laid on #15 felt, light or dark brown or grey in color. Shingles to be 30-year architectural asphalt.
- *Railing / Stairs*—Main stairs to be pine box with sheetrocked ½” wall rail. Basement stairs to be Southern yellow pine treads and risers.
- *Sheathing*—All sheathing will be ½” construction-grade plywood, side walls and roof.
- *Siding*—Siding, Vinyl Double 4, will consist exclusively of certified vinyl siding, which meets or exceed the specifications of the Vinyl Siding Institute’s (VSI). The Rigid Vinyl (PVC) Siding shall be manufactured principally of PVC compound prepared from PVC homopolymer resin that conforms to all requirements of ASTM 3679.
- *Doors and Windows*—Main entry doors will be insulated metal-clad manufactured by Benchmark, 3068 Therma Tru or equivalent. Rear door can also be a 6 foot sliding glass with wood steps to grade.

Windows will be to New York State Energy Code.

Interior doors to be smooth-surface hollow core, painted white or natural wood stain with passage privacy knobs.

- *General Carpentry*—Soffits and fascia to match siding at exterior. Interior trim to be 2 1/2 “finger joint colonial casing around doors and windows. 3 ½ finger joint OG base trim.
- *Electric Service*—200+-ampere electric service per New York State Code; one exterior weather-proof outlet; interior wiring, switches and outlets to be provided per New York State Building Code. Circuit breakers to be provided.

All switches to be standard white devices. Include allowance for the following:

- ✓ Interconnected smoke detectors to code

- ✓ Carbon monoxide detectors
 - ✓ At least 1 builders grade ceiling fixtures in every room
 - ✓ recessed lights in kitchen
 - ✓ two telephone jacks
 - ✓ two cable jacks
 - ✓ 1 doorbell
 - ✓ 3 bath vanity lights
 - ✓ electrical hookup of all builder supplied appliances (range, rangehood, dishwasher)
 - ✓ electrical hookups for washer / dryer
- *Plumbing*—Supply and install all PVC wastelines and vents, as well as all hot and cold water supply lines. All water feed lines to be copper, all waste lines to be PVC, connection to septic system to be cast iron. Two exterior frost free hose bib to be provided. Septic system is to meet county specifications. Connection of existing line to public water supply is required.

Hookups for clothes washer and dryer to be provided.

All plumbing shall conform to the New York State Building Code.

- *Fixtures*—Five foot high tub/shower surround will be provided. Fixtures shall consist of sinks, bowls and faucets that will be American Standard or equivalent. Bathroom sinks to be installed in vanities. Kitchen sink to be 22 inch stainless steel single-pan with chrome faucet spray. Bathroom sink to be 19 inch round.
- *Flooring*—Sub floor to be ¾” plywood. Finish floor will be FHA grade carpet and padding with tackless installation for bedrooms and living areas, or alternatively, strip oak throughout.

Kitchen, bathroom and laundry areas will be ceramic tile on mud floors.

- *Interior Walls*—Interior walls will be finished with ½” sheet rock, to receive tape and at least three coats of spackle, sanded smooth. Corners will be reinforced. Water-resistant sheet rock will be provided in bath areas.
- *Sheetrock*—½” Gypsum board on all walls and ceilings. ½” moisture resistant board in bathroom around wet areas. All sheetrock to receive tape and at least three coats of spackle. 5/8” firerock to be installed above burner.
- *Paint Areas*—All walls and ceilings will be primed and receive one finish coat of Benjamin Moore or equal flat antique white. All doors and trim, and kitchen and bath walls and ceiling will receive primer coat plus semi-gloss antique white finish coat.
- *Cabinets*— Kitchen and bath cabinets by Merrilat and Formica countertops. Bathroom vanities will be white with mirrored medicine cabinet above.

- *Appliances*—Refrigerator, dishwasher and electric range with oven and range hood with two speed fan and light, General Electric or equivalent, to be provided.
- *Heating System*—Heating system will be oil fired hot water with baseboard radiation, steel boiler with internal tankless coil, and 275-gallon oil tank to be installed in the basement. The boiler is to have hot water coil. The chimney must be masonry with brick veneer. (Builder may offer cast iron boiler as an option to buyer for an additional cost agreed to by the Town of Riverhead).
- *Gutters and Leaders*—Gutters and leaders will be seamless aluminum, baked enamel finish.
- *Smoke Detectors*—Smoke detectors, as well as carbon monoxide detectors, will be provided in conformance with New York State Code.
- *Closets*—White epoxy wire shelving

C. Project Construction Budget:

Builder must demonstrate the capability to finance construction of the project, including site preparation, surveying, permits and construction. Payment in full will be made at closing by purchaser selected by the Town of Riverhead or its agent. Closing will take place within 45 days from issuance of a Certificate of Occupancy. Builder should evidence financing capability to rehabilitate the home.

In determining the appropriate price for the target market, the builder must include a minimum \$5,000 land payment to the Town of Riverhead, however, builder may offer additional incentive above and beyond this \$5,000 that may be taken into consideration during Builder selection process.

D. Site Information

	SCTM #	ADDRESS	PARCEL SIZE	OTHER
	0600-105-2-69	27 Wilson Avenue	. acres	See photo attached

III. **Criteria for Selection**

- a) Experience of builder / developer in residential construction.
- b) Quality of proposed scope of work.
- c) Financial capability of builder/developer to carry proposed units to closing.

- d) Affordability of homes to households with incomes within 60% to 80% of the median income for Suffolk County. Builder developer's proposal may include subsidies that have been or are anticipated to be provided, however it is the builder / developer's responsibility to secure said subsidies. Commitment letters supporting any assumptions must be provided.

IV. Process for Submitting Proposal

The Proposal should include the following:

- a) Letter of Interest, including overview of firm and officers
- b) Construction qualifications with reference to similar projects.
- c) Preliminary proposed scope of work indicating quantity, type, location and price of home.
- d) Development Schedule: Provide a timeline for completion of the project.
- e) Provide a list of clients to whom your firm has provided similar services including the names, titles and phone numbers of individuals whom the CDA may contact as references
- f) Community, resident and minority participation, if applicable.
- g) Financial qualifications of developer (Financial Plan) including construction costs of homes and ability to finance construction of same simultaneously.
- h) Provide a statement from your firm's general counsel (or outside counsel reasonably acceptable to the CDA) that there is no material pending or threatening litigation, or contractual or other business relationship, involving your firm or its principals, shareholders, partners, officers, directors or employees that would prevent or limit your firm from providing any and all of the services, or would constitute a conflict of interest or cause the appearance of impropriety.

V. Submission Requirements

Responses must be received at the CDA office by 3:00 p.m. on Friday, February 25, 2011. It is the sole responsibility of the respondent to ensure that its response is received by the CDA on or before the submission deadline.

Send the original and seven (7) copies of your response marked "**Request for Proposals—2011 Town of Riverhead Workforce Housing Initiative**" to:

Ms. Chris Kempner, Director
Town of Riverhead Community Development Agency
200 Howell Avenue
Riverhead, NY 11901

Written questions concerning this request should be directed to the above address, or via email at kempner@riverheadli.com, or via facsimile at (631) 727-5772.

Please note that the response should be in an 8½" by 11" letter format and bound into one document.

A committee appointed by the Town Supervisor will review responses to this Request for Proposals to prequalify firms that demonstrate the experience and ability to perform the required services. Each response will be evaluated on the basis of its completeness and conformity with the submission requirements in Sections IV and V. Responses that are deemed by the Town, in its sole discretion, to be complete and in conformance will then be evaluated on the basis of each firm's experience and demonstrated ability to perform the services required in the timeframe required.

After receiving the responses, the Town reserves the right to request additional information from any of the responding firms. Each response will be evaluated and, if necessary, inquiries may be made to third parties regarding the response, the respondent, or other parties associated with the firm or named in the response. Submission of a response shall constitute permission by the respondent for the Town to make such inquiries and requests for further information as it deems necessary. Responses that are incomplete or unresponsive to this Request for Proposals may be eliminated immediately from consideration by the Town at its sole discretion. Oral presentations may be required.

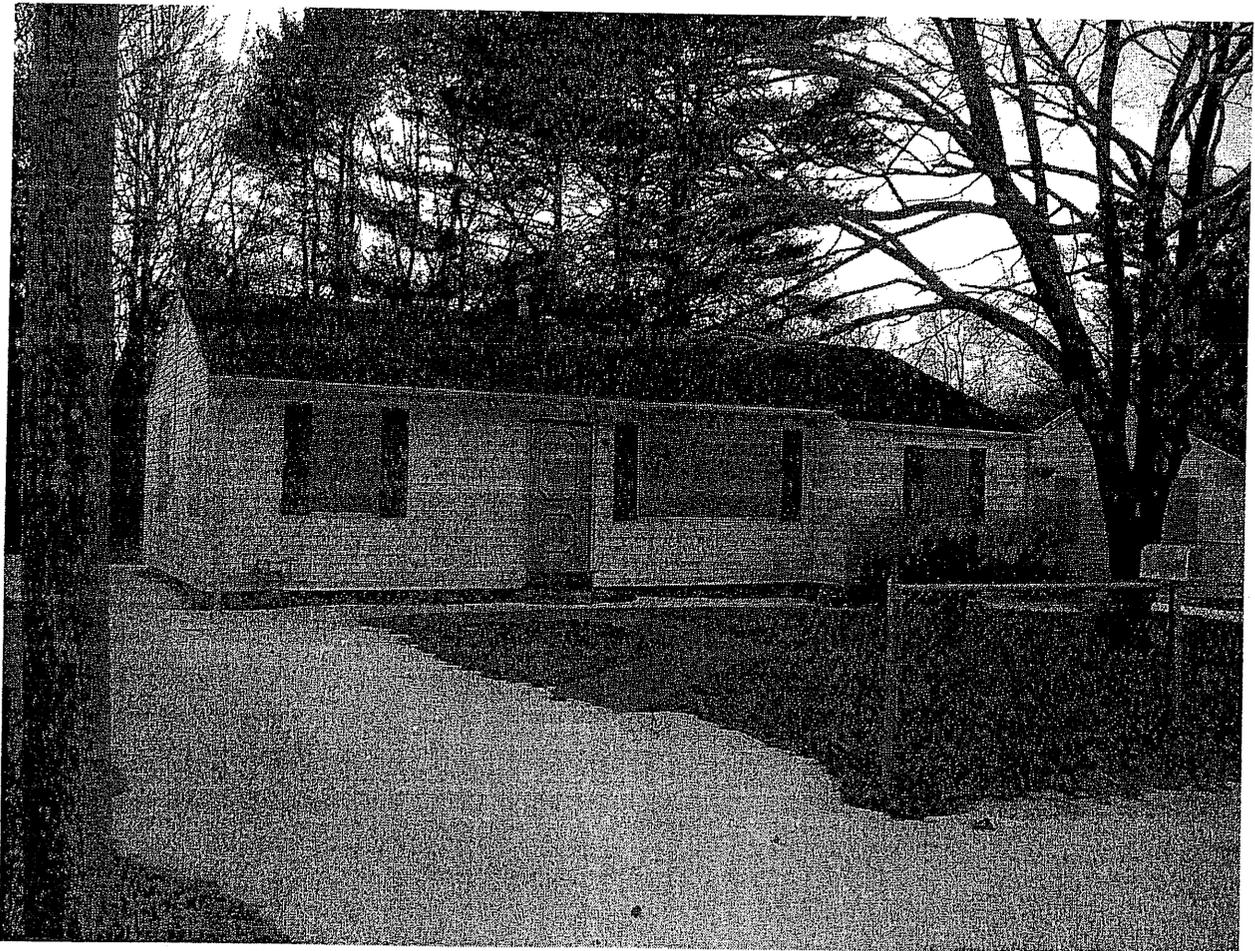
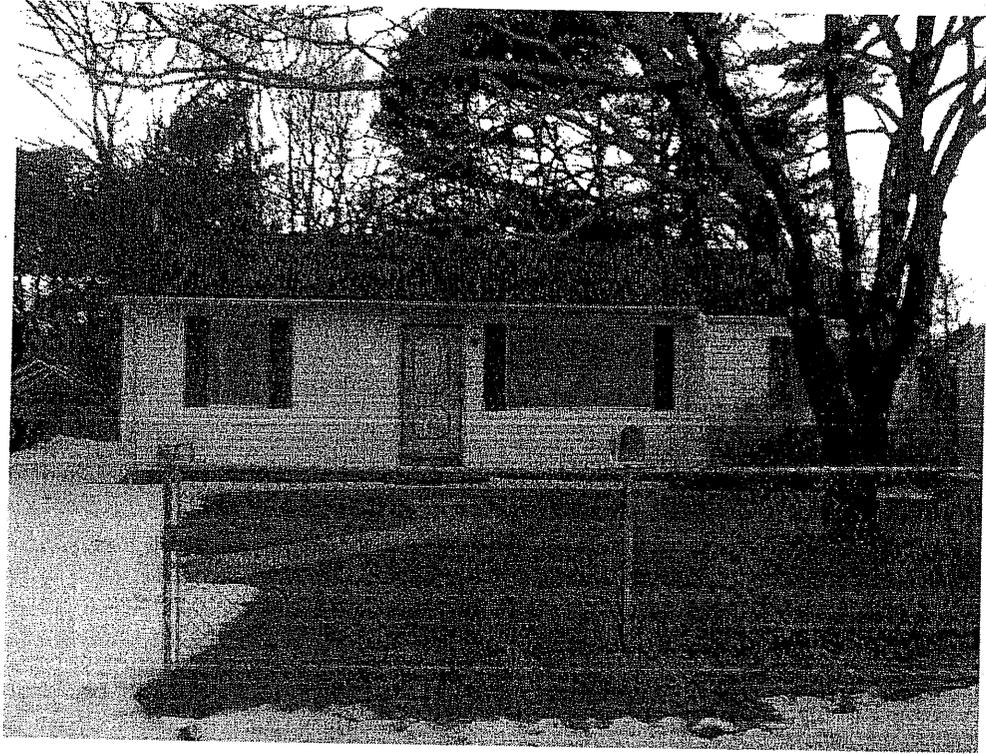
VI. General Conditions, Terms and Disclaimers

- A. The Town and its respective officers, agents, directors, trustees and employees assume no responsibilities for errors and omission contained herein.
- B. The Town shall be the sole judge of whether a response complies with the requirements of this Request for Proposals and the merits of such response. Notwithstanding anything to the contrary contained herein, the Town reserves the right to waive any conditions or modify any provisions of this Request for Proposals with respect to one or more respondents, to negotiate with one or more of the respondents, to establish additional terms and conditions, to encourage respondents to work together, or to reject any or all responses, if in its sole judgment it is in the best interest of the Town to do so.
- C. This Request for Proposals may be reissued, amended, or withdrawn if it is deemed in the best interest of the Town to do so, or if, in the sole judgment of the Town, all responses are unacceptable. Issuance of this Request for Proposals does not obligate the Town to undertake any action.
- D. Nothing contained in this Request for Proposals nor in the selection of a firm to act as a consultant to the Town pursuant to this Request for Proposals shall limit the Town in its selection of firm(s) to be issued Request for Proposals for any projects or programs in the future.
- E. Respondents shall conform to and be subject to all applicable laws, regulations, ordinances, policies, procedures and executive orders of all Federal, State and Local authorities having jurisdiction, as the same may be amended from time to time.

- F. Respondents to this Request for Proposals will be rejected by the Town if such respondent, or a principal, partner, officer, director or principal shareholder of the respondent's firm, is determined, in the sole discretion of the Town, to have been convicted of, plead guilty or nolo contendere to a felony, or crime of moral turpitude, to be an "organized crime figure," to be under indictment or criminal investigation, or to be in arrears or in default on any debt, contract, or obligation to or with a New York State or local government entity. Selected respondents will be required to complete a background questionnaire to verify that such respondents are in full compliance with these Section F requirements.
- G. Neither the CDA nor the Town shall be obligated to pay or in any way compensate any respondent and/or respondent's firm for the cost incurred in the preparation of any response to this Request for Proposals.
- H. The CDA, as grant administrator, and the Town encourage responses from minority and women owned firms so as to promote and assist participation by such enterprises.
- I. Materials submitted to the Town are subject to the Freedom of Information Law ("FOIL"). If a respondent provides materials of a confidential nature not intended for disclosure to third parties, the respondent should clearly indicate the specific material it considers confidential. Subject to the provisions of FOIL and any other applicable laws, the Town may agree to maintain the confidentiality of such materials, if requested. The CDA and the Town assume no responsibility for any loss or damage resulting out of any determination requiring disclosure of information pursuant to FOIL.

VII. Resource List

Tax Maps for Project Area and photographs are included as an attachment to this RFP.



**TOWN OF RIVERHEAD
Community Development Agency
Resolution # 4**

**AUTHORIZES THE EXECUTION OF AN AGREEMENT WITH
VHB ENGINEERING, SURVEYING AND LANDSCAPE ARCHITECTURE, P.C.**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, the Town of Riverhead Community Development Agency (CDA) seeks to update the Comprehensive Reuse Plan for the 2,900 acre Calverton site formerly known as the Naval Weapons Industrial Reserve Plant at Calverton; and

WHEREAS, VHB Engineering, Surveying and Landscape Architecture, P.C. (VHB) has agreed to assist the Town in preparing an updated Comprehensive Reuse Plan for the Calverton site; and

WHEREAS, the services to be provided by VHB include, but are not limited to, development of a revised land use plan and associated zoning, updated market assessment, preparation of subdivision plan, and assistance in the administration of the SEQRA process; and

WHEREAS, related to and made part of the services to be provided by VHB, VHB shall prepare the requests for proposals related to the update of the 1996 Reuse Plan (also described as market study) and proposals related to any required changes, modifications, expansions, development of the water supply infrastructure, and, in turn, the Town shall retain the professional and/or expert services related to the Reuse Plan and water supply infrastructure such that VHB can complete to totality the tasks and services integral to an updated Comprehensive Reuse Plan; and

WHEREAS, in addition to the Town's commitment to retaining the professional services to update the 1996 Reuse Plan and modification and/or development of water supply infrastructure, the Town shall retain the services of a New York State licensed surveyor to map and/or update maps, identify certain site conditions, and finally, prepare a complete boundary and topographic survey necessary for VHB to complete tasks related to sketch, preliminary and final plats; and

NOW THEREFORE BE IT RESOLVED, that the CDA Chairman is hereby authorized to execute an agreement with VHB in substantially the same form annexed hereto; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Theresa Elkowitz, M.S., Principal, 2150 Joshua's Path, Suite 300, Hauppauge, New York 11788; and be it further

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and, if needed, a certified copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

02.01.2011
110070

ADOPTED

TOWN OF RIVERHEAD

Resolution # 70

**AUTHORIZATION FOR SUPERVISOR TO EXECUTE AN AGREEMENT WITH
EAST END ACCOUNTING SERVICES CORP.**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Town is in the process of completing the independent audit for 2009 and 2010; and

WHEREAS, the Town is in need of assistance in the preparation of the books and records for the 2010 financial statements to complete both audits during 2011; and

WHEREAS, East End Accounting Services Corp. has knowledge of the Town of Riverhead's financial system and has a certain expertise in this area.

NOW, THEREFORE, BE IT RESOLVED, that the Supervisor's execution of the attached Agreement with East End Accounting Services Corp. for the purpose of assisting in the preparation of the books and records, and be it further

RESOLVED that the Town Clerk is hereby directed to forward a copy of this resolution to The East End Accounting Services Corp., Post Office Box 3054, Southampton, New York 11969, and be it further

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device, if needed, a certified copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

EAST END ACCOUNTING SERVICES CORP.

Mr. William Rothaar, CPA
Financial Administrator
Town of Riverhead
1296 Pulaski Street
Riverhead, NY 11901

PROPOSAL January 5, 2011

Assist the Financial Administrator in preparation for the year-end December 31, 2010 financial statement audit. We will perform the following tasks:

- Assist in the reconciliation of general ledger accounts (specifically the balance sheet accounts);
- Preparation of detailed schedules supporting the general ledger accounts as needed;
- Analysis of transactions to complete reconciliations, as needed;
- Propose adjusting journal entries needed to reconcile accounts;
- Provide accounting support as directed by the Financial Administrator.

Municipal accounting team hourly rates for 2010:

Charlene Kagel, CPA, Company President	\$ 125
Helen McEntire, Senior Accounting Consultant	80
Robert Brandt, Accounting Associate	40

Staff will be scheduled to provide the level of expertise needed to perform tasks, provide support and conform to budget constraints, as set forth by the Financial Administrator.

As discussed, proposed schedule:

Charlene Kagel - 4 hours per week
Robert Brandt - 2-3 days per week

We appreciate the opportunity to be of service to the Town and if you have any questions, please don't hesitate to contact me.

Charlene G. Kagel, CPA
PO Box 3054
Southampton, NY
11969

PHONE (631) 398-4938
FAX (631) 283-1595
E-MAIL eastend.accounting@gmail.com
WEB SITE www.eastendaccounting.com

02.01.2011
110071

ADOPTED

TOWN OF RIVERHEAD

Resolution # 71

**AUTHORIZATION FOR SUPERVISOR TO EXECUTE AN AGREEMENT WITH
THE GALAMERY COMPANY, INC.**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, the Town is in the process of completing the independent audit for 2009 and 2010; and

WHEREAS, the Town is in need of assistance in the preparation of the books and records for the 2010 financial statements to complete both audits during 2011; and

WHEREAS, The Galamery Company, Inc. has knowledge of the Town of Riverhead's financial system and has a certain expertise in this area.

NOW, THEREFORE, BE IT RESOLVED, that the Supervisor's execution of the attached Agreement with The Galamery Company, Inc. for the purpose of assisting in the preparation of the books and records, and be it further

RESOLVED that the Town Clerk is hereby directed to forward a copy of this resolution to The Galamery Company, Inc., Post Office Box 830, Hicksville, New York 11802-0830, and be it further

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device, if needed, a certified copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted



The Galamery Company, Inc.

**PO Box 830, Hicksville, New York 11802-0830
(516) 364-3800 facsimile (516) 364-0083**

January 10, 2011

Mr. William Rothaar
Financial Administrator
Town of Riverhead
1295 Pulaski Street
Riverhead, NY 11901

Dear Mr. Rothaar:

We are pleased to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services we will provide. We will assist the Town of Riverhead (the "Town") staff with accounting services as requested by the Financial Administrator and/or his Deputy as they deem necessary to further the preparation of the Financial Statements of the Town for the years ending December 31, 2009 and 2010 in conformity with generally accepted accounting principles.

This engagement letter embodies the entire agreement regarding the services to be rendered by The Galamery Company, Inc. (the "Firm") to the Town.

Planned Timing of the Engagement

We expect to commence our work immediately after receiving Town Board approval. We will make staff available for an average minimum of sixteen hours per week for the duration of these services. The actual days to be worked will be coordinated in advance with the staff. A monthly summary of hours worked will be submitted for your records.

Management's Responsibilities and Representations

Management is responsible for:

- Making all financial records and related information available to the Firm and assuring the accuracy and completeness of this information;
- Designating a qualified management-level individual to be responsible and accountable for overseeing the accounting services;
- Reviewing all proposed journal entries and understanding the nature of those entries and the impact they have on the financial statements;
- Ensuring the Town complies with the laws and regulations applicable to its activities.

Because of the importance of management's representations, the Town hereby releases and will indemnify, defend and hold harmless the Firm and its personnel from any claims, liabilities, costs and expenses from intentional misrepresentations by management.

By signing this engagement letter we have assumed that you are the person responsible for these matters of the Town. If this is not a correct assumption, please furnish us with the name of the individual with whom this work should be coordinated.

Rates and Payment Terms

The above services will be performed on an hourly basis. Travel time will not be billed on this engagement. The final billing rate will be determined by the final number of hours provided. Once services provided exceed the minimum hours per tier the Town will be billed for all hours incurred on this engagement at the next lower rate, until the lowest rate is reached.

Accounting services – Michele Calen Yen

Hourly Rate	Minimum hours provided
\$140	Under 256
\$110	Under 320
\$100	Under 384
\$ 95	384

This rate is based upon the complexity of the work to be performed, timing of the engagement and experience level of the personnel required to complete the required services. Timely completion of this engagement is dependent on the availability, quality and completeness of your records and, where applicable, upon Town personnel providing the level of assistance identified during our planning work.

Mr. William Rothaar

January 10, 2011

Page 3

Should our assumptions with respect to these matters be incorrect or should the condition of the records, degree of cooperation, or other matters beyond the Firm's reasonable control require additional time an adjustment of the planned completion dates may become necessary. In addition, fees for any research and/or consultation on other issues, will be billed separately from the accounting services referred to above and will be the subject of other written agreements. Our billing rates do not include out-of-pocket expenses, which will only be charged with prior authorization, based on actual costs.

Billing will be held until six months has been reached or the Town has notified the Firm that the services necessary for this engagement have been fulfilled. If the engagement goes beyond six months, future billings will be submitted monthly at the rate of \$95/ hour until the completion of this engagement. Billings are payable upon receipt.

Except to the extent finally determined to have resulted from the Firm's fraudulent behavior or willful misconduct, the Firm's maximum liability to the Town for any reason, including the Firm's negligence related to the services under this letter, shall be limited to the fees paid to the Firm for the services or work product giving rise to the liability or the actual damages of the Town.

Use of the Analysis

This analysis is intended solely for the information and use of the Town, and is not intended to be and should not be used by anyone other than the parties specified by the Town.

Workpapers Requested

In the event that we are requested or authorized by the Town or are required by government regulation, subpoena, or other legal process to produce documents or personnel as witnesses with respect to our engagements for the Town, the Town will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as for the fees and expenses of our counsel incurred in responding to such requests.

Records and Retention Policy

At the conclusion of this agreement, we will return all original records supplied by the Town. The Town records are the primary records for your operations and comprise the backup and support for your financial statements. Our records and files are our property and are not a substitute for your own records. Our firm destroys our current client files and all pertinent work papers after a retention period of seven (7) years, after which time, these items will no longer be available. Catastrophic events or physical deterioration could result in our firm's records being unavailable.

Mr. William Rothaar

January 10, 2011

Page 4

Disputes

We agree that any dispute other than those arising from fee and payment terms, including those that arise regarding the meaning, performance, or enforcement of this engagement will, prior to resorting to litigation, be submitted to mediation upon the written request of either party. The results of this mediation shall be binding only upon agreement of each party to be bound. Costs of any mediation proceeding shall be shared equally by both parties.

Use of e-mail

This letter shall serve as the Town's authorization for the use of e-mail and other electronic methods to transmit and receive information, including confidential information, between our organizations. The Town acknowledges that e-mail travels over the public Internet, which is not a secure means of communication and thus, confidentiality of the transmitted information could be compromised through no fault of the Firm. The Firm will employ commercially reasonable efforts and take appropriate precautions to protect the privacy and confidentiality of transmitted information. As e-mails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that e-mails from us will be properly delivered and read only by the addressee. Therefore, the Firm specifically disclaims and waives any liability or responsibility whatsoever for interception or unintentional disclosure or communication of e-mail transmissions, or for the unauthorized use or failed delivery of e-mails transmitted by us in connection with the performance of this engagement. In that regard, the Town agrees that the Firm shall have no liability for any loss or damage to any person or entity resulting from the use of e-mail transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential information.

Entire Agreement

This engagement letter reflects the entire agreement between the Town and the Firm relating to the services covered by this letter. It replaces and supersedes any previous proposals, correspondence and understanding, whether written or oral. The understanding of the Town and the Firm contained in this engagement letter shall survive the completion or termination of this engagement letter.

Mr. William Rothaar
January 10, 2011
Page 5

We appreciate the opportunity to be of service to you. If you have any questions, please let us know. Please sign the enclosed copy of this letter and return it to us.

Sincerely yours,
The Galamery Company, Inc.

Officer's signature: Michele Galamery

Title: President

Date: 1/10/2011

Enclosure

RESPONSE:

This letter correctly sets forth the understanding of

Town of Riverhead

and The Galamery Company, Inc.

Officer's signature: _____

Title: _____

Date: _____

02.01.2011
110072

ADOPTED

TOWN OF RIVERHEAD

Resolution # 72

AUTHORIZES ATTENDANCE AT THE GOVERNMENT FINANCE OFFICERS' ASSOCIATION ANNUAL CONFERENCE

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, the NYS Government Finance Officers Association is conducting its annual conference from Wednesday, April 6 thru Friday, April 8, 2011 in Albany, NY; and

WHEREAS, the Financial Administrator has requested authorization for a CPA in the accounting office to attend said conference; and

WHEREAS, the cost to attend said course shall not exceed \$600 (expenses to include fees for registration, meals and other travel costs such as tolls and gas);

NOW, THEREFORE BE IT, RESOLVED, that the Financial Administrator is authorized to send a CPA in the accounting office to attend the NYS GFOA Annual Conference in Albany, NY.

BE IT FURTHER, RESOLVED, expenses for the conference and travel will be reimbursed upon proper submission of receipts.

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and, if needed, a certified copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

02.01.11
110073

ADOPTED

TOWN OF RIVERHEAD

Resolution # 73

GRANGEBEL PARK BULKHEADING PHASE II

BUDGET ADJUSTMENT

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

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

		<u>FROM</u>	<u>TO</u>
406.071100.549000.40186	Contingency	5,600	
406.071100.543505.40186	Professional Svc.		5,600

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to the Accounting Department and the Department of Engineering.

THE VOTE

Giglio <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Gabrielsen <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
Walter <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

The Resolution Was Thereupon Duly Declared Adopted

02.01.2011
110074

ADOPTED

TOWN OF RIVERHEAD

Resolution # 74

RATIFIES THE ACCEPTANCE OF NEW YORK STATE ARCHIVES, LOCAL GOVERNMENT RECORDS MANAGEMENT IMPROVEMENT FUND INVENTORY GRANT

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, the Town Clerk, as the official Records Management Officer has applied for and been awarded an Inventory Grant from the New York State Archives (SED) Local Government Records Management Improvement Fund in the amount of \$60,506.00; and

WHEREAS, these grant funds will allow for a complete inventory of all records in Town Hall; and

WHEREAS, once the inventory is complete the grant provides for training of Town Hall personnel to allow for future efficient management of town records; and

WHEREAS, the award requires no matching grant funds;

NOW THEREFORE BE IT RESOLVED, that the Riverhead Town Board hereby accepts these grant funds from New York State Archives, a unit of the New York State Department of Education; and

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

RESOLVED, all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and if needed, a certified copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

02.01.2011
110075

ADOPTED

TOWN OF RIVERHEAD

Resolution # 75

**AUTHORIZES TOWN CLERK TO ADVERTISE FOR BIDS ON
1979 PETERBILT TRACTOR OR EQUAL**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

RESOLVED, that the Town Clerk of the Town of Riverhead be and is hereby authorized to advertise for sealed bids for 1979 Peterbilt Tractor or Equal 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 February 22, 2011, 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 February 22, 2011 at 11:00A.M. at the Town Clerk's office, Town Hall, 200 Howell Avenue, Riverhead, New York, all sealed bids bearing the designation "BID ON 1979 PETERBILT TRACTOR OR EQUAL".

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and, if needed, a certified copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

NOTICE TO BIDDERS

Sealed bids for "1979 PETERBILT TRACTOR OR EQUAL" 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 February 22, 2011.

Instructions for bidders, specifications and forms may be obtained on the website at www.riverheadli.com or 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.

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 1979 PETERBILT TRACTOR OR EQUAL".

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD
DIANE M. WILHELM, TOWN CLERK

02.01.2011
110076

ADOPTED

TOWN OF RIVERHEAD

Resolution # 76

**AUTHORIZES TOWN CLERK TO ADVERTISE FOR BIDS ON
1995 SUMMIT ALUMINUM TRAILER or EQUAL**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

RESOLVED, that the Town Clerk of the Town of Riverhead be and is hereby authorized to advertise for sealed bids for 1995 Summit Aluminum Trailer or Equal 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 11:05 A.M. on February 22, 2011, 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 February 22, 2011 at 11:05A.M. at the Town Clerk's office, Town Hall, 200 Howell Avenue, Riverhead, New York, all sealed bids bearing the designation "BID ON 1995 SUMMIT ALUMINUM TRAILER or EQUAL".

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and, if needed, a certified copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

NOTICE TO BIDDERS

Sealed bids for "1995 SUMMIT ALUMINUM TRAILER or EQUAL" 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 11:05 A.M. on February 22, 2011.

Instructions for bidders, specifications and forms may be obtained on the website at www.riverheadli.com or 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.

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 1995 SUMMIT ALUMINUM TRAILER or EQUAL".

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD
DIANE M. WILHELM, TOWN CLERK

02.01.2011
110077

ADOPTED

TOWN OF RIVERHEAD

Resolution # 77

AUTHORIZES HIGHWAY SUPERINTENDENT TO ATTEND ANNUAL NTEA CONVENTION

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Annual National Truck Equipment Association Convention (NTEA) is being held March 8-10th, 2011 in Indianapolis, IN.; and

WHEREAS, the attendance of said convention will afford the Highway Superintendent the opportunity to gain knowledge of government policies and incentives, fleet management and the implementation of the green fleet program; and

WHEREAS, it is the desire of the Highway Superintendent, George Woodson, to attend the NTEA Convention for a cost not to exceed \$2,000.00 including registration, travel, lodging and meals; and

WHEREAS, all associated cost will be fully receipted upon his return and all pertinent receipts and documents will be submitted to the Office of Accounting for reimbursement

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead be and does authorize the Highway Superintendent to attend the Annual NTEA Convention, and be it further

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and, if needed, a certified copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

02.01.2011
110078

ADOPTED

TOWN OF RIVERHEAD

Resolution # 78

**AUTHORIZES PUBLICATION OF NOTICE AND ISSUANCE FOR DEVELOPER OF
WORKFORCE HOUSING UNIT**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, the Suffolk County Office of Economic Development and Workforce Housing has made available to the Town of Riverhead a parcel with existing home for rehabilitation as workforce housing one (1) single family workforce home located at 0600-105.00-02.00-069.000 (aka 27 Wilson Avenue, Riverhead, New York, 11901; and

WHEREAS, the Town of Riverhead and the Town of Riverhead Community Development Agency (CDA) Board desires to foster the continued development of workforce housing infrastructure to retain critically important members of our community that typically qualify for workforce housing include young professionals, nurses and nurses aids, teachers, entry-level public safety personnel, grocery clerks, secretaries, mechanics, accounting clerks, retail and restaurant employees, and many other jobs integral to a balanced community; and

WHEREAS, the Town Board wishes to seek responses from qualified not-for-profits engaged in the development of workforce housing who are specifically qualified to perform the rehabilitation of said property; and

NOW, THEREFORE, BE IT RESOLVED, the Town of Riverhead Community Development Department is authorized to proceed with publication of notice and solicitation of proposals for this workforce housing unit; and

BE IT FURTHER RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and, if needed, a certified copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

PUBLIC NOTICE
RFP ISSUED FOR WORKFORCE HOUSING DEVELOPMENT

Please take notice that the Town of Riverhead Community Development Agency hereby solicits written proposals from qualified not-for-profits engaged in the development of workforce housing for reconstruction of one (1) single family workforce home located at 0600-105.00-02.00-069.000 (aka 27 Wilson Avenue, Riverhead, New York, 11901).

Full specifications of the solicitation are available online at www.riverheadli.com or at Town of Riverhead Community Development Office at 200 Howell Avenue, Riverhead, New York, 11901.

Responses must be received at the CDA office by 3:00 p.m. on Friday, February 25, 2011.

Written questions concerning this request should be directed to Chris Kempner, Director Town of Riverhead CDA, 200 Howell Avenue, Riverhead, NY 11901 or via email at kempner@riverheadli.com, or via facsimile at (631) 727-5772.

Dated: February 3, 2011

BY ORDER OF THE TOWN BOARD
Town of Riverhead, NEW YORK

DIANE WILHELM, TOWN CLERK

TOWN OF RIVERHEAD

Resolution # 79

AMENDS RESOLUTION #1095 OF 2005

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, Resolution #1095, duly adopted by the Riverhead Town Board on November 15, 2005, established Riverhead animal control forms and set policy of the Town Board; and,

WHEREAS, Resolution #1095 included a Veterinarian Euthanasia Agreement and a Veterinarian Medical Agreement, to be signed by local veterinarians wishing to participate in the evaluation process of dogs held in custody at the Riverhead Animal Shelter; and,

WHEREAS, Dr. Mandip S. Lachhar, of The New Animal Hospital of Riverhead, has agreed to participate in the evaluation process of these dogs.

NOW, THEREFORE, BE IT RESOLVED, that the Riverhead Town Board accept the attached forms submitted by Dr. Mandip S. Lachhar, of The New Animal Hospital of Riverhead; and,

BE IT FURTHER RESOLVED, that the Veterinarian Euthanasia Agreement and the Veterinarian Medical Agreement, previously signed and submitted by Dr. Dexter Archer, formerly of the Riverhead Animal Hospital, be null and void.

BE IT FURTHER RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and, if needed, a certified copy of same from the Office of the Town Clerk.

THE VOTE

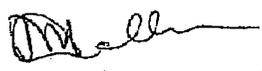
Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted



TOWN OF RIVERHEAD ANIMAL CONTROL
200 HOWELL AVENUE, RIVERHEAD, NY 11901
Shelter: 369-6189, Emergency: 727-4500, Town Hall: 727-3200

VETERINARIAN MEDICAL AGREEMENT

I,  MANDIP S LACHHAR,
SIGNATURE PRINT NAME AND TITLE

agree to perform necessary services for the Town of Riverhead Animal Shelter for the medical evaluation of animals brought to me for observation and/or treatment. I will perform this service based on the guidelines and policy approved by the Riverhead Town Board.

VETERINARIAN NAME: MANDIP S. LACHHAR
VETERINARY HOSPITAL: The new ANIMAL HOSPITAL OF RIVERHEAD
ADDRESS: 1182 W. MAIN STREET. RIVERHEAD NY 11901
PHONE: 631 727 2009
DATE: 1/5/11
COST FOR SERVICE: _____

TO BE FILED IN:
THE OFFICE OF THE TOWN CLERK
200 HOWELL AVENUE
RIVERHEAD, NY 11901



TOWN OF RIVERHEAD ANIMAL CONTROL
 200 HOWELL AVENUE, RIVERHEAD, NY 11901
 Shelter: 369-6189, Emergency: 727-4500, Town Hall: 727-3200

VETERINARIAN EUTHANASIA AGREEMENT

I,  MANDIPS LACHHAR
 SIGNATURE PRINT NAME AND TITLE

agree to perform necessary services for the Town of Riverhead Animal Shelter for the behavioral evaluation of animals brought to me for observation and/or treatment. I will perform this service based on the guidelines and policy approved by the Riverhead Town Board.

VETERINARIAN NAME: MANDIP S. LACHHAR
 VETERINARY HOSPITAL: The new Animal Hospital of Riverhead
 ADDRESS: 1182 W. MAIN STREET. RIVERHEAD NY 11901
 PHONE: 631 727 2209
 DATE: 1/5/10
 COST FOR SERVICE: DOGS UP TO 50 LBS - \$ 35
DOGS OVER 50 LBS - \$ 50

TO BE FILED IN:
 THE OFFICE OF THE TOWN CLERK
 200 HOWELL AVENUE
 RIVERHEAD, NY 11901

02.01.2011
110080

ADOPTED

TOWN OF RIVERHEAD

Resolution # 80

**AUTHORIZES THE SUPERVISOR TO EXECUTE A LICENSE AGREEMENT WITH
AEROS CULTURED OYSTER COMPANY TO ALLOW THE INSTALLATION OF
FLOATING UPWELLER SYSTEMS (FLUPSY) IN EAST CREEK**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Peconic Estuary Management Conference has identified six priority management issues facing the estuary, one of which is the threat to habitat and living resources; and

WHEREAS, the Peconic watershed contains a large variety of natural communities, all of which are important to the ecology and productivity of the ecosystem; and

WHEREAS, Aeros Cultured Oyster Company is in the business of cultivating oysters, scallops and hard clams for the purpose of providing cultivated shellfish to entities wishing to aid in the proliferation of shellfish; and

WHEREAS, Aeros Cultured Oyster Company wishes to install five (5) Floating Upweller Systems in East Creek for the purposes of cultivating shellfish; and

WHEREAS, it is in the best interests of the residents of the Town of Riverhead to encourage such environmental companies to locate within the Township; and

WHEREAS, Aeros Cultured Oyster Company has agreed to provide monthly tours of its East Creek facility.

NOW THEREFORE BE IT HEREBY RESOLVED, that the Supervisor is hereby authorized to execute the attached License Agreement with Aeros Cultured Oyster Company; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Aeros Cultured Oyster Company, P.O. Box 964, Southold, New York, 11971, the Office of the Town Attorney and the Office of Accounting; and be it further

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and, if needed, a copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

LICENSE

License ("License"), made as of the ___ day of February, 2011, by and between the Town of Riverhead, ("Licensor") having and address at 200 Howell Avenue, Riverhead, New York and Aeros Cultured Oyster Company, ("Licensee"), having an address at P.O. Box 964, Southold, New York, 11971, a not for profit corporation.

WITNESSETH

WHEREAS, Aeros Cultured Oyster Company wishes to utilize a floating Upweller System (FLUPSY) to be located at the northerly terminus of East Creek, in Jamesport, for the purpose of culturing seed hard clams, bay scallops and oysters set forth in the contract between the parties, and

WHEREAS, the Town of Riverhead wishes to grant the Licensor the right to install and utilize up to five (5) FLUPSY tanks at the aforementioned location.

NOW, THEREFORE, in consideration of the mutual agreements herein contained, Licensor and Licensee, for themselves and their successors, hereby agree as follows:

1. Licensing. Upon the terms and conditions hereinafter set forth below, Licensor hereby licenses to Licensee the right to use the licensed premises, a copy of the leased premises is annexed hereto as Exhibit A.

2. Term of the License. The term of this License (the "term") shall commence on January 1, 2011 and shall end on December 31, 2011.

3. Condition of the License Properties. Licensee is familiar with the licensed premises, has examined same and is aware of defects, if any, in it. Notwithstanding the foregoing, licensee agrees to accept the license property "as is".

4. License Fee. Licensee shall pay to Licensor, upon the execution of this agreement the license fee of \$50.00 per month for each FLUPSY installed at the Town's site for the term of the license, in full. In addition, licensee agrees to pay metered electric and water charges related to use of the site.

a) The License fee and any other monies payable by the licensee shall be paid by check made payable to the Town of Riverhead and delivered to William Rothaar, Financial Administrator, at 1295 Pulaski Street, Riverhead, New York, 11901.

5. Use of License Property. Licensee agrees to utilize the licensed properties exclusively for the purpose of operating the FLUPSY and to provide educational tours of the facility. The Town of Riverhead shall issue to the Licensee four (4) temporary parking permits to enable Licensee, its employees and agents to gain access to the East Creek Marina for the sole purpose of accessing the FLUPSY dock and tanks located at the northern terminus of the creek. The temporary parking permits shall be limited to the duration of this License Agreement.

6. Repair, Maintenance and Inventory of License Properties.

a) Licensee agrees to maintain the licensed area free of trash and debris.

b) The licensee shall not be permitted to alter the licensed property without the prior permission of the licensor.

7. Damage to Property on Premises. Licensee agrees that all property of every kind and description kept, stored or placed in or on the licensed premises shall be at Licensee's sole risk and hazard and that Licensor shall not be responsible for any loss or damage to any of such property resulting from the elements, electric or fire, whether or not originating in the premises, caused by or from leaks or defects in or breakdown of plumbing, piping, wiring, or any other facility, equipment or fixtures or any other cause or act and whether or not resulting from the negligence of Licensor or other tenants of Licensor or anyone for whom Licensor may be responsible.

8. Damage by Casualty. In case the licensed premises shall be destroyed or shall be so damaged by fire or other casualty as to become un-tenantable, then, in such event, at the option of Licensor, this Licensee shall terminate from the date of such damage or

destruction and Licensee shall immediately surrender such premises and all interest in the premises to Licensor, and Licensee shall pay rent only to the time of such surrender. Licensor shall exercise such option to terminate this License by notice in writing, delivered to Lessee within 10 days after such damage or destruction. In case Licensor shall not elect to terminate this License in such event, this License shall continue in full force and effect and Licensor shall repair the licensed premises with all reasonable promptness, placing the same in as good a condition as they were at the time of the damage or destruction and for that purpose may enter such premises, and rent shall abate in proportion to the extent and duration of un-tenantability. In either event, Licensee shall remove all rubbish, debris, equipment and other personal property within five days after the request of Licensor. If the licensed premises shall be only slightly injured by fire or the elements, so as not to render the same un-tenantable and unfit for the use described above, then Licensor shall repair the same with all reasonable promptness, and in that case the rent shall not abate. No compensation or claim shall be made by or allowed to Licensee by reason of any inconvenience or annoyance arising from the necessity of repairing any portion of the bulkhead, dock or the licensed premises, however the necessity may occur.

9. Insurance. Aeros Cultured Oyster Company further agrees to carry General Liability Insurance and in an amount not less than \$1,000,000.00 combined single limit covering bodily injury and property damage per occurrence in a company(ies) acceptable to the Town of Riverhead, in which policy the Town of Riverhead shall be named as additional insured. Aeros Cultured Oyster Company shall furnish satisfactory evidence that such insurance is in effect and will not be canceled during the term of this License Agreement without thirty (30) days prior written notice of such cancellation to Licensor.

10. Indemnity. In addition to the Comprehensive General Liability Coverage set forth in paragraph 9, if applicable Licensee shall carry worker's compensation insurance. Licensee shall indemnify and hold the Licensor, its departments, officers, agents and

employees harmless against any and all claims, actions, liabilities, losses (including, without limitation, consequential and special damages), costs and expenses (including, without limitation, court costs and reasonable attorney fees and expenses), arising from or in connection with the acts, omissions, or use of the licensed property by Licensee, its employees, agents, or invitees.

11. Assignment. Notwithstanding anything to the contrary contained in the License, Licensee shall not assign this license or otherwise transfer the rights set forth in this license, in whole or in part, or permit licensee's interest to be vested in any other party other than licensee by operation of law or otherwise. A transfer of more than fifty (50%) percent at any one time, or in the aggregate from time to time, of the stock, partnership or other ownership interests in Licensee, direct or indirectly shall be deemed to be an assignment of this License.

12. Compliance with Laws Licensee shall comply with all laws and ordinances and other public requirements now or later affecting the premises or the use of the premises, and save Licensor harmless from expense or damage resulting from failure to do so.

13. Notices: Any notices to be given under this License shall be in writing and shall be sent by registered or certified mail, return receipt requested. If such notice is directed to Licensor, it shall be addressed to the attention of the Riverhead Town Supervisor at 200 Howell Avenue, Riverhead, New York. If such notice is directed at the Licensee, it shall be addressed to PO Box 964, Southold, New York, 11971.

14. Miscellaneous: Merger. All prior understandings and agreements between the parties with respect to the subject matter hereof are merged within this agreement, which alone, fully and completely sets forth the understanding of the parties with respect to the subject matter hereof. This license may not be changed or terminated orally, or in any manner, other than in writing signed by the party against whom enforcement is sought.

15. Cross Default: To the extent that the Licensor and Licensee are parties to related agreements, any default under the related agreements shall be deemed to be a default under this License, and any default under this license shall be deemed a default under such similar agreements.

16. Approval by Town Board. This License is not effective until it is approved by Resolution of the Town Board of the Town of Riverhead.

IN WITNESS WHEREOF, Licensor and Licensee do hereby execute this License as of the date and year first above written.

TOWN OF RIVERHEAD

By: _____
SEAN M. WALTER, Supervisor

AEROS CULTURED OYSTER COMPANY

By: _____
KAREN RIVARA, President

02.01.2011
110081

TABLED

TOWN OF RIVERHEAD

Resolution # 81

AUTHORIZES THE LAW FIRM OF SMITH, FINKELSTEIN, LUNDBERG, ISLER AND YAKABOSKI, LLP TO ACT AS SPECIAL COUNSEL AND AUTHORIZES THE SUPERVISOR TO EXECUTE A RETAINER AGREEMENT

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, by Resolution No. 15, adopted on February 9, 2009, the Planning Board of the Town of Riverhead authorized the Law Firm of Smith, Finkelstein, Lundberg, Isler, and Yakaboski, LLP to act as special counsel to the Planning Board regarding all matters relating to the site plan application submitted by Kar-McVeigh (applicant/property owner) for property described as SCTM # 0600-047.00-02-003.00; and

WHEREAS, since February 9, 2009 to the present, the Law Firm of Smith, Finkelstein, Lundberg, Isler, and Yakaboski, LLP has researched and reviewed all records and communications related to the subject property, applications/site plans, and represented the Planning Board in all matters related to same including legal proceedings related to the subject property; and

WHEREAS, as the legal proceedings referenced above name the Zoning Board of Appeals and the Town of Riverhead, by the adoption of this resolution, the Town Board seeks to expand and make certain, that the authority of the Law Firm of Smith, Finkelstein, Lundberg, Isler, and Yakaboski, LLP to act as special counsel includes all legal proceedings pending in the Supreme Court and Appellate Division related to applicant and the subject property described as SCTM # 0600-047.00-02-003.00 naming the Town of Riverhead, Town of Riverhead Planning Department and Zoning Board of Appeals.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby appoints Law Firm of Smith, Finkelstein, Lundberg, Isler, and Yakaboski, LLP to act as legal counsel in connection with the aforementioned matter; and be it further

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

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Law Firm of Smith, Finkelstein, Lundberg, Isler, and Yakaboski, LLP; and be it further

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and, if needed, a certified copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared TABLED

02.01.2011
110082

ADOPTED

TOWN OF RIVERHEAD

Resolution # 82

**AUTHORIZES THE SUPERVISOR TO EXECUTE SECOND ADDENDUM TO
PROFESSIONAL SERVICES AGREEMENT WITH MILLIMAN, INC.
FOR ACTUARY SERVICES**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, the Town Board of the Town of Riverhead required the services of an actuary expert to assist the Town in complying with GASB 45 requirements (an actuarial calculation of the Town's employment benefit liability); and

WHEREAS, by Resolution #278 adopted on March 31, 2009, the Town retained the services of Milliman, Inc. and authorized the Supervisor to execute an Agreement on behalf of the Town for said actuary services; and

WHEREAS, by Resolution # 692 adopted on September 8, 2010, the Town authorized an Addendum to Professional Services Agreement with Milliman, Inc. to include actuarial services necessary to re-compile and re-calculate to meet certain GASB 45 standards necessary for the successful completion of 2008 and 2009 audits; and

WHEREAS, pursuant to the Professional Services Agreement with Milliman Inc., Milliman was provided with information to perform the required services, however, a review of the draft audit report from Milliman revealed that the information provided to Milliman was incorrect and incomplete such that post benefit information for nearly 90 employees was not provided for the actuarial calculation; and

WHEREAS, it is critical to audit the succeeding years, as each year serves as a basis for calculation of employment benefit liability used for purposes of review and confirmation of the proper amortization of the post employment benefit liability to provide information reflective of all employee post benefit information; and

WHEREAS, the Town seeks to enter into a Second Addendum to the Professional Services Agreement to permit the Town to correct the information provided to Milliman necessary for 2008 audit and require Milliman to recalculate the actuarial services based upon the corrected information; and

WHEREAS, Milliman has agreed that the terms and provisions in the Professional Services Agreement and Addendum Professional Services Agreement relating to the 2009 actuarial services shall remain in full force and effect and will not be changed or effected by this Second Addendum; and

NOW THEREFORE BE IT RESOLVED, that the Town Board authorizes the Supervisor to execute a Second Addendum to the Professional Services Agreement with Milliman, Inc., in substantially the form annexed hereto, and be it further;

RESOLVED, that the fee for the work to be provided for in the Second Addendum Agreement shall not exceed \$5000.00 related to the actuarial services necessary to complete the 2008 Annual Audit and be it further;

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to Milliman, Inc., c/o Ken Friedman, One Pennsylvania Plaza, 38th Floor, New York, NY 10119 and the Financial Administrator.; and be it further

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and, if needed, a certified copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

SECOND ADDENDUM TO PROFESSIONAL SERVICES AGREEMENT

This Second Addendum (the "Addendum") to the Professional Services Agreement dated May 8, 2009 (the "PSA") and Addendum to Professional Services Agreement made in October, 2010 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 (hereinafter referred to as the "Town") and Milliman, Inc., a corporation existing under the laws of the State of Washington with a place of business at One Pennsylvania Plaza, 38th Floor, New York, NY 10119 c/o Ken Friedman (hereinafter referred to as "Milliman").

The Town and Milliman entered into the Professional Services Agreement for work and services related GASB 45 Actuarial Valuation required for the Town's 2008 (fiscal year ending 12/31/08) and 2009 (fiscal year ending 12/31/09) Annual Audit, including but not limited to, collect and process data, prepare data for valuation, calculate Net OPEB Liability, and such other information required for disclosure under GASB 45. Milliman did submit actuarial data in the form of a report which did include calculations and computations identified in Schedule A of the Professional Services Agreement which in turn was provided for review and inclusion in the Town's Annual Audit(s).

After said review, it was recommended that Milliman modify and re-calculate such that information be reported and presented to meet certain GASB standards. Recommended reporting criteria is set forth in Addendum Professional Services Agreement Schedule A. Milliman agreed to report data up to date for 12/31/2008 as set forth in the Professional Services Agreement and address/re-calculate/re-compute such other information set forth in Addendum Professional Services Agreement Schedule A necessary for completion of the 2008 Annual Audit pursuant to the terms set forth therein. Similarly, Milliman agreed to report data up to date for 12/31/2009 as set forth in the Professional Services Agreement and submit a "preliminary report" for comment by the Town such that Milliman shall address/corrections/re-calculate the data to address and conform to said comments and thereafter incorporate into the final actuarial report for the 2009.

The Town, pursuant to the Professional Services Agreement and Addendum Professional Services Agreement with Milliman, provided Milliman with information to perform the required services, however, a review of the draft audit report from Milliman revealed that the information provided to Milliman was incorrect and incomplete such that post benefit information for nearly 90 employees was not provided for the actuarial calculation. As it is critical to audit of succeeding years, each year serves as a basis for calculation of employment benefit liability used for purposes of review and confirmation of the proper amortization of the post employment benefit liability, the Town and Milliman seek to enter into a second addendum to the professional services agreement to permit the Town to correct the information provided to Milliman necessary for 2008 audit and require Milliman to recalculate the actuarial services for 2008 audit based upon the corrected information for an addition fee not to exceed \$5000.00 with all other terms and provisions in the professional services agreement and addendum to professional services agreement, including provisions relating to the 2009 actuarial services, shall remain in full force and effect and will not be changed or effected by this second addendum.

MILLIMAN, INC.

By: _____

Name: _____

Title: _____

Date: _____

TOWN OF RIVERHEAD

By: _____

Name: _____

Title: _____

Date: _____

02.01.2011
110083

ADOPTED

TOWN OF RIVERHEAD

Resolution # 83

RESOLUTION TO PROVIDE NUNC PRO TUNC AUTHORIZATION FOR THE OFFICE OF THE TOWN ATTORNEY TO DEFEND, INSTITUTE OR APPEAR IN LEGAL ACTION BY OR AGAINST THE OWNERS OF THE PROPERTY DESCRIBED AS SCTM # 0600-119-1-23.001

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, the Town Code §52-4 provides in pertinent part “that the Building Inspector shall administer and enforce all rules, regulations, laws and ordinances applicable to the building code...”; and

WHEREAS, the Town Code §108-3 provides authority for the Zoning Officer to enforce the provisions of that chapter; and

WHEREAS, pursuant to said authority the Building Inspector/Zoning Officer did take action against owners of property described as SCTM # 0600-119-1-23.001 for violations of the provisions of the town code; and

WHEREAS, the Town Code §3-1 provides in pertinent part “the Building Inspector, ...Town Investigator,...and persons who are certified as Code Enforcement Officials, as provided by Title 19 NYCRR Part 434, are hereby authorized to issue appearance tickets, as defined by 150.10 of the Criminal Procedure Law, for violations of those sections of the Town Code of the Town of Riverhead over which they have jurisdiction” and pursuant to said authority the Town Investigator and Code Enforcement Officer did issue violations against owners of property described as SCTM # 0600-119-1-23.001 for violations of the provisions of the town code; and

WHEREAS, the Office of the Town Attorney, as well as the Building Inspector, informed and discussed the proceedings referenced in the paragraphs above with the Town Board, the Town Board authorized the Office of the Town Attorney to perform such duties and functions necessary for the benefit of or protection of the Town, including authorization to institute, defend or appear, in an action or any such legal action/proceeding to remedy the code violations cited against owners of property described as SCTM # 0600-119-1-23.001; and

NOW, THEREFORE, BE IT RESOLVED, that pursuant to Town Law § 65, the Town Board of the Town of Riverhead hereby provides nunc pro tunc authorization,

as of the time when the stop work order and violations of the provisions of the Town Code first issued against owners of property described as SCTM # 0600-119-1-23.001, to the Office of the Town Attorney to institute, defend or appear, in any action or legal proceeding as in its judgment may be necessary for the benefit or protection of the town in any of its rights or property and ratifies all actions taken by or on behalf of the Office of the Town Attorney and Town Board of the Town of Riverhead related to enforcement of the Town Code against owners of property described as SCTM # 0600-119-1-23.001.

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

02.01.2011
110084

ADOPTED

TOWN OF RIVERHEAD

Resolution # 84

**AUTHORIZATION FOR SUPERVISOR TO SIGN CLOSING CERTIFICATE AND
SUPPLEMENTAL AGREEMENT WITH NYS EFC**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the New York State Environmental Facilities Corporation is in the process of refinancing Series 1997 A Loan Structuring Bond and a closing document must be signed by the Supervisor; and

WHEREAS, this will be a cost effective measure for the Town as it will lower the interest on said Bond; and

WHEREAS, The New York State Environmental Facilities Corporation has agreed to complete all refinancing procedures and paperwork.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board be and hereby approves the Supervisor's execution of the attached Closing Certificate and Supplemental Agreement with The New York State Environmental Facilities Corporation for the purpose of refinancing the Series 1997 A Loan Structuring Bond; and be it further

RESOLVED that the Town Clerk is hereby directed to forward a copy of this resolution to the Accounting Office; and be it further

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device, if needed, a certified copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

STATE WATER POLLUTION CONTROL REVOLVING FUND

TOWN OF RIVERHEAD, (the "Recipient")

and

**NEW YORK STATE
ENVIRONMENTAL FACILITIES CORPORATION**

**CLOSING CERTIFICATE AND SUPPLEMENTAL AGREEMENT
Regarding New York State Environmental Facilities Corporation State Water Pollution Control
Revolving Fund Revenue Bonds**

(LEVERAGED FINANCING PROGRAM)

STATE CLEAN WATER REVOLVING FUND PROJECT NO.: C1-5123-01-00

Dated as of February 11, 2011

CLOSING CERTIFICATE AND SUPPLEMENTAL AGREEMENT

I, the undersigned officer of the Recipient, a municipal corporation, public benefit corporation or public authority duly organized and existing under the laws of the State of New York, as set forth on the cover page of this Closing Certificate and Supplemental Agreement (hereinafter, this "Certificate") , HEREBY CERTIFY AND AGREE on behalf of the Recipient as set forth below with respect to the Recipient Bonds, as defined in Exhibit A hereto, delivered by the Recipient to the New York State Environmental Facilities Corporation, a body corporate and politic, constituting a public benefit corporation, established and existing under and by virtue of the laws of the State of New York (the "Corporation") to evidence the obligation of the Recipient to repay the Leveraged Financing (as defined in Exhibit A hereto) made available from the proceeds of Prior Corporation Bonds (as defined in Exhibit A).

I. GENERAL MATTERS

1.1. *Authority to Execute Certificate.* I am an officer of the Recipient and am acting for and on behalf of the Recipient in signing this Certificate.

1.2. *Definitions.* Any capitalized terms used but not defined in this Certificate shall have the meanings set forth in the Existing Tax Certificate and the Existing Agreement (each as defined in Exhibit A). On and after the issuance of the Corporation Bonds, all capitalized terms defined in Exhibit A hereto and used in the Existing Agreement as amended and supplemented hereby shall have the meaning set forth in Exhibit A hereto rather than the meaning set forth in the Existing Agreement.

1.3. *The Refinancing Transaction.* The Recipient acknowledges that: (a) the Corporation is issuing its New Corporation Bonds and making the proceeds thereof and certain other Corporation moneys available for the purpose, among others, of refinancing a portion of the Prior Corporation Bonds; (b) the Recipient will receive an economic benefit from such refinancing; and (c) the Corporation will apply principal and interest payments it receives from the Recipient Bonds to the payment of the principal of and interest on the New Corporation Bonds and to reimburse itself for other moneys made available to refinance the Prior Corporation Bonds. Following the issuance of the New Corporation Bonds, the Corporation will deliver a Notice of Terms to the Recipient, reflecting the additional credits projected to be available as an offset to principal and interest otherwise payable on the Recipient Bonds by reason of the issuance of the New Corporation Bonds and the making available of other Corporation moneys to refinance the Prior Corporation Bonds. In no event shall any debt service payment, after taking into account the projected additional credits, be greater than the amount that would have been due for the same period (maturity) under the Existing Agreement.

II. AMENDMENT OF EXISTING AGREEMENT

2.1. *Amendment of Existing Agreement.* The Recipient hereby agrees that the first two paragraphs of Section 3.1(C) of the Existing Agreement are hereby amended and restated in their entirety to read as follows:

The Corporation hereby covenants and agrees that it will on or before each interest payment date on the Recipient Bonds credit the Subsidy Credit relating to such interest payment date to the Recipient Bonds. Monies applied as the Subsidy Credit will

be derived from (a) amounts representing Earnings on Reserve Allocation, if applicable, (b) amounts representing earnings from the investment of prepayments of the Leveraged Financing deposited in accordance with Section 4.4 hereof and (c) any other funds within the Revolving Fund so designated from time to time by the Corporation. Subject to the next succeeding sentence, the amount payable by the Recipient as interest on the Recipient Bonds will be reduced by the Subsidy Credit available to be deposited by the Corporation with the Trustee and credited to the Recipient Bonds. Notwithstanding the foregoing, in the event there are not monies available to deposit and credit such Subsidy Credit on or before any interest payment date, the Recipient shall be obligated to pay interest on the Recipient Bonds at the rates set forth thereon and the Recipient's sole remedy shall be to bring an action against the Corporation seeking to (i) compel the Corporation to credit such Subsidy Credit, or (ii) in the event that the Recipient shall have paid interest on the Recipient Bonds at the interest rates set forth thereon, obtain reimbursement from the Corporation for the additional interest so paid.

In the event the Recipient fails to pay when due any sum owing to the Corporation pursuant to Section 3.2 hereof, the Corporation may, in addition to all rights and remedies provided in or permitted by Section 6.1 hereof, deduct such sum from any Subsidy Credit otherwise available to the Recipient pursuant to Section 3.1, until such sum has been paid in full to the Corporation. In the event that the Recipient fails to make any payment on the Recipient Bonds when due but thereafter the Recipient pays in full all amounts then due or past due and the Corporation waives such payment default, then the portion of the Subsidy Credit used to make payments on the New Corporation Bonds due to Recipient's default shall be credited to the Recipient on the Business Day next succeeding such payment-in-full or as soon thereafter as shall be practicable; provided, however, that such Subsidy Credit shall be reduced in the amount of any Corporation expenses (including but not limited to any investment losses and the reasonable fees and expenses of the Corporation, the Trustee, the owners of New Corporation Bonds and attorneys representing any of the foregoing) incurred as a result of the Recipient's failure to make any payment on the Recipient Bonds when due. In addition, in the event a breach of this Project Financing and Loan Agreement occurs and such breach continues for a period of more than thirty (30) days following written notice from the Corporation to the Recipient, the Corporation may cease providing Subsidy Credit to the Recipient after such thirty (30) day period has expired, and until such breach is cured or corrected provided, that if the nature of the breach is such that it cannot reasonably be cured or corrected within such thirty (30) day period, the Corporation shall continue to provide Subsidy Credit to the Recipient if the Recipient commences cure or correction within such thirty (30) day period and thereafter diligently completes such cure or correction within a further thirty (30) day period.

On and after the issuance of the New Corporation Bonds, all references in the Existing Agreement to Earnings on Reserve Allocation shall be deemed to refer to the Subsidy Credit made available by the Corporation from time to time in accordance with the Project Financing and Loan Agreement.

2.2. Conversion of Financing. Notwithstanding anything herein or in the Existing Agreement to the contrary, the Recipient agrees that the Corporation may, but shall not be obligated to, alter the source of the funding for the Recipient Bonds for any reason the

Corporation determines in its sole discretion to be necessary or advisable. In such event, unless the Corporation and the Recipient otherwise agree, the principal of the Recipient Bonds shall be due on the same dates as they would otherwise have been due and interest shall be payable at a fixed rate of interest equal to the effective interest rate of the Recipient Bonds taking into account the Subsidy Credit. Such effective interest rate shall be specified to the Recipient by a written notice of the Corporation. The Recipient agrees at the request of the Corporation to enter into such further agreements and amendments to the Existing Agreement and this Certificate as shall be necessary to effectuate the foregoing.

2.3. *Administrative Fee Payment Dates.* The Recipient shall pay the Corporation's annual administrative fee payable in accordance with Section 3.2(A) of the Existing Agreement, on the dates and in the amounts set forth in the Notice of Terms. The fee due in the year 2012 shall be prorated from the last payment date, based on a 30/360 day count.

2.4 *Completion of Project.* The Recipient hereby represents that it has completed the Project and that the Project is in operation.

III. TAX MATTERS

3.1. *Confirmation of Certain Tax Matters.* The Recipient executed an Arbitrage and Use of Proceeds Certificate in connection with the issuance of the Recipient Bonds (the "Existing Tax Certificate"). The Recipient confirms that it has complied with and covenants that it will comply with all the procedures, provisions and covenants set forth in the Existing Tax Certificate with respect to the Project and the Recipient Bonds and Prior Corporation Bonds. The Recipient agrees that it will apply the procedures, provisions and covenants set forth in the Existing Tax Certificate to the New Corporation Bonds and covenants to comply with all such procedures, provisions and covenants to the extent necessary to maintain the exclusion of the interest on the New Corporation Bonds allocable to the Recipient Bonds from federal income taxation, including, without limitation any yield restriction payment or rebate to the United States Treasury Department required under Section 148 of the Code.

3.2. *Use of Prior Bond Proceeds and Grants.* The Recipient has spent all proceeds and amounts treated as proceeds of the Recipient Bonds (other than amounts periodically deposited in a debt service fund) for the purposes set forth in the Existing Tax Certificate and all grant moneys received, if any, with respect to the Project, all as set forth in Schedule A hereto. All moneys remaining in such funds, excluding any amounts held in escrow for the purpose of refunding Existing Indebtedness (as defined in the Existing Agreement) and such amount required to be held in the Local Debt Service Fund, if any, by the Recipient's bond documents have been or will be applied to the redemption of the Recipient Bonds on or prior to the Closing Date. To the extent that such moneys are held by the Corporation or the Depository Bank, the Recipient hereby authorizes the Corporation to direct the application of such moneys to the redemption of the Recipient Bonds. To the extent such moneys are not held by the Corporation or the Depository Bank, the Recipient shall transfer such moneys to the Corporation ten (10) business days prior to the Effective Date.

3.3. *Limitations on Private Use of the Project.* The Project has been and is owned by the Recipient. The Project has not and will not be sold, leased or otherwise disposed of, in whole or in part, to any person who is not a state or local governmental unit prior to the last maturity date of the Recipient Bonds. Except as provided in the Existing Tax

Certificate, the Recipient has not entered and will not enter any contract or arrangement or cause or permit any contract or arrangement to be entered (to the extent of its reasonable control) with persons or entities that are not state or local governmental units if that contract or arrangement would confer on such persons or entities any right to use the Project on a basis different from the right of members of the general public. Except as provided in the Existing Tax Certificate, the Recipient will not permit any of the proceeds of the Recipient Bonds to be used by any person who is not a state or local government that is unrelated or disproportionate to the governmental purpose of the Recipient Bonds or to make any private loan(s).

IV. MISCELLANEOUS

4.1. *Existing Agreement.* The Recipient further acknowledges, agrees and represents that (i) the Existing Agreement, except as amended and supplemented hereby, remains in full force and effect; (ii) the Recipient Bonds delivered thereunder remain in full force and effect; (iii) the Recipient is not in default under the Existing Agreement or the Recipient Bonds; (iv) the representations and warranties of the Recipient made in the Existing Agreement, as amended and supplemented hereby, are true and correct as of the Effective Date as if made on and as of the Effective Date and taking into account the amendments and supplements affected by this Certificate; and (v) the Recipient has complied with and performed and will continue to comply with and perform all of its covenants and agreements in the Existing Agreement, as amended and supplemented hereby.

4.2. *No Right of Redemption of Recipient Bonds.* In consideration of the benefits derived from the refinancing of the Recipient Bonds in accordance with this Certificate, the Recipient agrees that the Recipient Bonds may not be redeemed prior to maturity and the Recipient hereby irrevocably waives any right to so redeem the Recipient Bonds prior to their maturity.

4.3. *Consent to Pledge and Assignment.* The Recipient acknowledges that the Corporation may, in its sole discretion, pledge and assign the Recipient Bonds and/or any right to receive payments thereunder for the benefit of the New Corporation Bonds, and hereby consents to any such pledge and assignment. The Corporation may also hold all or any or any portion of the Recipient Bonds for its own account or sell the same to any third party.

4.4. *Joint Investment of Prepayments.* Notwithstanding anything to the contrary in the Existing Agreement, the Recipient hereby authorizes the Corporation and Manufacturers and Traders Trust Company as the Depository Bank to invest and hold, for the benefit of the Recipient, any prepayments of the Leveraged Financing, together with any other moneys of the Corporation held within the State Water Pollution Control Revolving Fund and any other moneys constituting the proceeds or prepayments of the bonds of other recipients of financing from the Corporation deposited with the Depository Bank or the Corporation, in investments authorized by the Corporation. Any such joint investment shall be held, made and administered in accordance with the Corporation's investment guidelines, as in effect from time to time, with earnings allocable to the investment of any such prepayment being applied in accordance with Section 2.1 hereof.

4.5. *Effective Date.* This Certificate shall be effective as of the date of issuance of the New Corporation Bonds.

IN WITNESS WHEREOF, on behalf of the Recipient, I have hereunto set my hand as of the date set forth on the cover page of this Certificate.

TOWN OF RIVERHEAD

By: _____

Name: Sean M. Walter

Title: Supervisor

Email Address: _____

Accepted and Agreed:

**NEW YORK STATE ENVIRONMENTAL
FACILITIES CORPORATION**

By: _____

Name: Matthew J. Driscoll

Title: President

EXHIBIT A

Definitions:

Earnings on Reserve Allocation means net earnings derived from investment of a Reserve Allocation, if any, relating to the Recipient Bonds, and credited as a part of the Subsidy Credit, as and when such earnings are received, all as determined by the Corporation.

Effective Date means the date of issuance of the New Corporation Bonds

Existing Agreement means the Project Financing and Leveraged Financing Agreement entered into between the Recipient and the Corporation dated February 15, 1997 in relation to the Leveraged Financing.

Existing Tax Certificate means the Arbitrage and Use of Proceeds Certificate that the Recipient delivered in connection with the Leveraged Financing dated the date of delivery of the Prior Corporation Bonds.

Leveraged Financing means the financial assistance made available to the Recipient from the proceeds of the Prior Corporation Bonds pursuant to the Existing Agreement.

New Corporation Bonds means any Corporation bonds or notes issued and other Corporation financing made available to refund the Prior Corporation Bonds or any other Corporation bonds or notes hereafter issued to refund such bonds or refinance the Leveraged Financing.

Notice of Terms means a notice setting forth and confirming the definitive principal, interest and subsidy amounts, maturity dates and interest rates of the Recipient Bonds and certain other terms of the Leveraged Financing and credits, giving effect to the additional credits projected to be available by reason of the issuance of the New Corporation Bonds.

Prior Corporation Bonds means the series of bonds of the Corporation issued to finance the Leveraged Financing, being Series 1997A.

Recipient Bonds means the bonds or notes issued and delivered by the Recipient to or upon the order of the Corporation in accordance with the Existing Agreement, in order to evidence the Recipient's obligation to repay the Leveraged Financing.

Reserve Allocation means the amount of monies, if any, allocated from the Revolving Fund and deposited in a debt service reserve fund, the interest earnings on which are to provide financial assistance to reduce a Recipient's total financing costs for the Project.

Subsidy Credit means funds applied as a credit to the Recipient's debt service payments due to the Corporation immediately prior to each debt service payment date set forth on the Recipient Bonds. The Subsidy Credit with respect to each debt service payment date on the Recipient Bonds will be as set forth on the Notice of Terms delivered pursuant to Section 1.3.

Schedule A

**Unspent Proceeds and Deemed Proceeds of Prior Bonds
and Project-associated Grant Moneys**

TOTAL ESTIMATED UNSPENT*

Fund	\$ Unspent Prior Bond Proceeds	\$ Unspent Grant Moneys
Construction Fund	\$0.00	\$0.00
Debt Service Fund	\$0.00	\$0.00
Escrow Fund	\$0.00	\$0.00
Local Debt Service Reserve Fund	\$0.00	\$0.00
Other Funds (List)	\$0.00	\$0.00

*Actual Unspent Proceeds as determined as of February 1st, 2011 will be applied as set forth in Section 3.2

02.01.2011
110085

ADOPTED

TOWN OF RIVERHEAD

Resolution # 85

AUTHORIZES THE SUPERVISOR TO ENTER INTO AN INTERMUNICIPAL AGREEMENT AMONG THE PECONIC BAY REGION TOWNS ESTABLISHING THE PECONIC BAY REGION COMMUNITY PRESERVATION FUND JOINT TOWN COORDINATING COMMITTEE

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, in 1998, the New York State Legislature adopted Chapter 114 of the Laws of 1998 which authorized towns in the Peconic Bay Region to establish Community Preservation Funds for the purpose of preserving land for open space, farmland preservation, historic preservation and for park and recreation purposes with the revenue for said fund was to derived from a two-percent real estate tax; and

WHEREAS, in 2002, the State Legislature adopted Chapter 250 of the Laws of 2002 which authorized the Towns in the Peconic Bay Region to extend the expiration date of the real estate transfer tax until December 31, 2020, subject to mandatory referendum; and

WHEREAS, in 2006, the State Legislature again extended the expiration date of the real estate transfer tax until December 31, 2030 by Chapter 391 of the Laws of 2006; and

WHEREAS, in 2009, the State Legislature enacted Chapter 373 of the Laws of 2008 to institute fiscal oversight measures to insure the integrity of the Fund; and

WHEREAS, among the amendments made by Chapter 373 of the Laws of 2008 was the enactment of subsection 11 of Section 64-e of the Town Law which permits the Peconic Bay Region towns to enter into an intermunicipal agreement to perform certain functions jointly that are authorized by Community Preservation Fund Law, including but not limited to: (a) to jointly acquire interests in land; and (b) to establish an office to render legal opinions and interpretations to facilitate the efficient administration of the fund; and

WHEREAS, it would be beneficial for the taxpayers of the five towns which comprise the Peconic Bay Region to work with each other to unify the policy and

procedures of each respective town with respect to use of community preservation monies,

NOW THEREFORE BE IT RESOLVED, that the Town Board authorizes the Supervisor to execute an intermunicipal agreement among the Peconic Bay Region towns establishing the Peconic Bay Region Community Preservation Fund Joint Town Coordinating Committee to review and make recommendations on proposed joint town acquisitions of interest in real property using community preservation funds and to establish an office to render legal opinions and interpretations to facilitate the efficient administration of the fund, and to act in an advisory capacity with respect to administration of the fund as annexed hereto; and be it further

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and, if needed, a copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

02.01.2011
110086

ADOPTED

TOWN OF RIVERHEAD

Resolution # 86

PUBLIC ACCESS TO RECORDS POLICY

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, the Town of Riverhead is legally required to implement a policy regarding public access to records pursuant to 21 New York Codes, Rules and Regulations Part 1401; and

WHEREAS, the Town of Riverhead is also legally required to comply with the provisions of New York State Public Officers Law section 87, among others, also known more commonly as the freedom of information law.

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby adopts the attached public access to records policy; and be it further

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and, if needed, a certified copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

PUBLIC ACCESS TO RECORDS

1. Purpose and scope.

A. The people's right to know the process of government decision-making and the documents and statistics leading to determinations is basic to our society. Access to such information shall be provided pursuant to the law, rules and regulations of New York State.

B. This policy statement provides information concerning the procedures by which records may be obtained.

C. Town personnel shall furnish to the public the information and records required to be disclosed by the Freedom of Information Law, as well as records otherwise available by law.

2. Designation of records access officer.

A. The Town of Riverhead hereby designates the following person(s) as records access officer(s) regarding each individual town department as follows:

- (1) Accounting: Department Head or Designee
- (2) Animal Control: Department Head or Designee
- (3) Assessor: Department Head or Designee
- (4) Building: Department Head or Designee
- (5) Code Enforcement: Department Head or Designee
- (6) Community Development: Department Head or Designee
- (7) Economic Development Zone: Designee
- (8) Engineering: Department Head or Designee
- (9) Fire Marshal: Department Head or Designee
- (10) Highway: Department Head or Designee
- (11) Historian: Designee
- (12) Information Technology: Department Head or Designee
- (13) Justice Court: Department Head or Designee

- (14) Municipal Garage: Department Head or Designee
- (15) Personnel: Designee
- (16) Planning: Department Head or Designee
- (17) Police/COPE/JAB/Youth Court: Department Head or Designee
- (18) Purchasing: Designee
- (19) Receiver of Taxes: Department Head or Designee
- (20) Recreation: Department Head or Designee
- (21) Sanitation: Department Head or Designee
- (22) Senior Citizen Programs: Department Head or Designee
- (23) Sewer District: Department Head or Designee
- (24) Supervisor's Office: Designee
- (25) Town Attorney's Office: Department Head or Designee
- (26) Town Board: Designee
- (27) Town Clerk: Department Head or Designee
- (28) Water District: Department Head or Designee

B. The respective records access officer is responsible for insuring appropriate agency response to public requests for access to records. The designation of a records access officer shall not be construed to prohibit officials who have in the past been authorized to make records or information available to the public from continuing to do so.

The records access officer shall insure that each respective department:

- (1) Maintain an up-to-date subject matter list.
- (2) Assist persons seeking records to identify the records sought, if necessary, and when appropriate, indicate the manner in which the records are filed, retrieved or generated to assist persons in reasonably describing records.
- (3) Contact persons seeking records when a request is voluminous or when locating the records involves substantial effort, so that personnel may ascertain the nature of records of primary interest and attempt to reasonably reduce the volume of records requested.

- (4) Upon locating the records, take one of the following actions:
 - (a) Make records available for inspection; or,
 - (b) Deny access to the records in whole or in part and explain in writing the reason(s) for denial.
- (5) Upon request for copies of records:
 - (a) Make a copy available upon payment or offer to pay established fees, if any, in accordance with Section 8; or,
- (6) Upon request, certify that a record is a true copy; and
- (7) Upon failure to locate records, certify that:
 - (a) The Town of Riverhead is not the custodian for such records, or
 - (b) The records of which The Town of Riverhead is a custodian cannot be found after diligent search.

3. Location.

Records shall be available for public inspection and copying at each respective department delineated in Section 2.

4. Hours for public inspection.

Requests for public access to records shall be accepted and records produced during the following hours of business: 9:00 a.m. to 4:00 p.m., Monday to Friday, excluding holidays.

5. Requests for public access to records.

A. Each request for records must be in writing and shall be submitted to the Town Clerk's Office, 200 Howell Avenue, Riverhead, New York, 11901, whereupon such written request shall be time-stamped and assigned a unique FOIL number for identification purposes. The Town Clerk or designee shall thereafter immediately forward the records request via e-mail to the appropriate town department's records access officer delineated herein for processing.

B. If records are maintained on the internet, the requester shall be informed that the records are accessible via the internet and in printed form either on paper or other information storage medium.

C. A response by the appropriate records access officer shall be given within five business days of receipt of a request by:

- (1) informing a person requesting records that the request or portion of the request does not reasonably describe the records sought, including

direction, to the extent possible, that would enable that person to request records reasonably described;

- (2) granting or denying access to records in whole or in part;
- (3) acknowledging the receipt of a request in writing, including an approximate date when the request will be granted or denied in whole or in part, which shall be reasonable under the circumstances of the request and shall not be more than twenty business days after the date of the acknowledgment, or if it is known that circumstances prevent disclosure within twenty business days from the date of such acknowledgment, providing a statement in writing indicating the reason for inability to grant the request within that time and a date certain, within a reasonable period under the circumstances of the request, when the request will be granted in whole or in part; or
- (4) if the receipt of request was acknowledged in writing and included an approximate date when the request would be granted in whole or in part within twenty business days of such acknowledgment, but circumstances prevent disclosure within that time, providing a statement in writing within twenty business days of such acknowledgment specifying the reason for the inability to do so and a date certain, within a reasonable period under the circumstances of the request, when the request will be granted in whole or in part.

D. In determining a reasonable time for granting or denying a request under the circumstances of a request, personnel shall consider the volume of a request, the ease or difficulty in locating, retrieving or generating records, the complexity of the request, the need to review records to determine the extent to which they must be disclosed, the number of requests received by the agency, and similar factors that bear on the ability to grant access to records promptly and within a reasonable time.

E. A failure to comply with the time limitations described herein shall constitute a denial of a request that may be appealed. Such failure shall include situations in which an officer or employee:

- (1) fails to grant access to the records sought, deny access in writing or acknowledge the receipt of a request within five business days of the receipt of a request;
- (2) acknowledges the receipt of a request within five business days but fails to furnish an approximate date when the request will be granted or denied in whole or in part;
- (3) furnishes an acknowledgment of the receipt of a request within five business days with an approximate date for granting or denying access in whole or in part that is unreasonable under the circumstances of the request;

- (4) fails to respond to a request within a reasonable time after the approximate date given or within twenty business days after the date of the acknowledgment of the receipt of a request;
- (5) determines to grant a request in whole or in part within twenty business days of the acknowledgment of the receipt of a request, but fails to do so, unless the agency provides the reason for its inability to do so in writing and a date certain within which the request will be granted in whole or part;
- (6) does not grant a request in whole or in part within twenty business days of the acknowledgment of the receipt of a request and fails to provide the reason in writing explaining the inability to do so and a date certain by which the request will be granted in whole or in part; or
- (7) responds to a request, stating that more than twenty business days is needed to grant or deny the request in whole or in part and provides a date certain within which that will be accomplished, but such date is unreasonable under the circumstances of the request.

6. Subject matter list.

- A. The records access officer shall maintain a reasonably detailed current list by subject matter of all records in its possession, whether or not records are available pursuant to subdivision two of Section eighty-seven of the Public Officers Law.
- B. The subject matter list shall be sufficiently detailed to permit identification of the category of the record sought.
- C. The subject matter list shall be updated annually. The most recent update shall appear on the first page of the subject matter list.

7. Appeal/denial of access to records.

- A. Denial of access to records shall be in writing stating the reason therefore and advising the requester of the right to appeal to the individual or body established to determine appeals, [who or which] shall be identified by name, title, business address and business phone number.
- B. If requested records are not provided promptly, as required in Section 5 of these regulations, such failure shall also be deemed a denial of access.
- C. The following person or persons or body shall determine appeals regarding denial of access to records under the Freedom of Information Law:

William M. Duffy or designee
FOIL Records Appeals Officer
Town of Riverhead, 200 Howell Avenue, Riverhead, New York, 11901
Tel: 631-727-3200 x 378 e-mail address: duffy@riverheadli.com

D. Any person denied access to records may appeal within thirty days of notice of the denial by filing a written appeal addressed to the FOIL Records Appeals Officer stated in subsection (C), above.

E. The time for deciding an appeal by the individual or body designated to determine appeals shall commence upon receipt of a written appeal identifying:

- (1) the date and location of requests for records;
- (2) a description, to the extent possible, of the records that were denied; and
- (3) the name and return address of the person denied access.

F. A failure to determine an appeal within fifteen business days of its receipt by granting access to the records sought or fully explaining the reasons for further denial in writing shall constitute a denial of the appeal.

8. Fees.

A. There shall be no fee charged for:

- (1) inspection of records;
- (2) search for records; or
- (3) any certification pursuant to this part.

B. Fees for copies:

- (1) the fee for copying records shall be twenty-five (.25) cents per page for photocopies not exceeding 9 by 14 inches;
- (2) the fee for photocopies of records in excess of 9 x 14 inches shall not exceed the actual cost of reproduction; or

C. The fee for a copy of any other record shall be based on the actual cost of reproduction and subject to the following:

- (1) an amount equal to the hourly salary attributed to the lowest paid employee who has the necessary skill required to prepare a copy of the requested record, but only when more than two hours of the employee's time is necessary to do so; and
- (2) the actual cost of the storage devices or media provided to the person making the request in complying with such request; or
- (3) the actual cost to the agency of engaging an outside professional service to prepare a copy of a record, but only when an agency's information technology equipment is inadequate to prepare a copy, and if such service is used to prepare the copy.

D. For those records that the Town of Riverhead has the ability to retrieve or extract from a computer storage system with reasonable effort, or when doing so requires less employee time than engaging in manual retrieval or redactions from non-electronic records, the Town shall retrieve or extract such record or data electronically. In such case, the Town may charge a fee in accordance with subsection B. and C. above.

E. The Town shall inform a person requesting a record of the estimated cost of preparing a copy of the record including but not limited to circumstances involving more than two hours of an employee's time, or if it is necessary to retain an outside professional service to prepare a copy of the record.

F. The Town reserves the right to require that the fee for copying or reproducing a record be paid in advance of the preparation of such copy.

G. Payment of Fees: Applicants may pay with cash or postal money order, certified bank check or an attorney's account check (checking account or IOLA account), payable to the "Town of Riverhead". Please write the FOIL request number on the check.

H. The Town reserves the right to waive a fee in whole or in part when making copies of records.

9. Abandonment of request.

The Town of Riverhead shall deem your FOIL application withdrawn (without notification of same) in the event that you, as applicant, fail to retrieve or review the requested documents within 10 (ten) business days. You will be required to file a new application in the event you still wish to retrieve or review the requested documents subject to all attendant costs.

10. Public notice.

A copy of this policy statement is available on the Town of Riverhead web site at www.riverheadli.com and in the Town Clerk's Office.

11. Severability.

If any provision of this policy statement or the application thereof to any person or circumstances is adjudged invalid by a court of competent jurisdiction, such judgment shall not affect or impair the validity of the other provisions of this policy statement or the application thereof to other persons and circumstances.

Dated: Riverhead, New York
February 1, 2011

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD

DIANE M. WILHELM, Town Clerk

02.01.2011
110087

ADOPTED

TOWN OF RIVERHEAD

Resolution # 87

AUTHORIZES TOWN CLERK TO ADVERTISE FOR BIDS PROJECT NO. RDWD 10-03 INTERIM AND PERMANENT TREATMENT AT WELL NO. 17-1 CONTRACT G – GENERAL AND MECHANICAL CONSTRUCTION CONTRACT E – ELECTRICAL CONSTRUCTION RIVERHEAD WATER DISTRICT

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, plans and specifications have been prepared by H2M, consulting engineers to the Riverhead Water District, regarding Contract G – General and Mechanical Construction and Contract E – Electrical Construction for Interim and Permanent Treatment at Well No. 17-1 located at Northville Turnpike and Route 105.

NOW THEREFORE BE IT RESOLVED, that the Town Clerk be and is hereby authorized to publish and post the attached Notice to Bidders in the February 3, 2011 edition of The News Review, with regard to receiving bids for Contract G – General and Mechanical Construction and Contract E – Electrical Construction for Interim and Permanent Treatment at Well No. 17-1, and be it further

RESOLVED, that the Town Clerk shall publicly open and read aloud the submitted bids on the date as advertised in the Notice to Bidders; and be it further

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and, if needed, a certified copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

The Town Board of Riverhead will receive bids for the "INTERIM AND PERMANENT TREATMENT AT WELL NO. 17-1" for the Riverhead Water District at the Town Clerk's office, Town Hall, 200 Howell Avenue, Riverhead, New York 11901, until **11:00 A.M.**, on **Friday, February 11, 2011**, at which time and place all bids will be publicly opened and read aloud for:

PROJECT NO.: RDWD 10-03
INTERIM AND PERMANENT TREATMENT AT WELL NO. 17-1
CONTRACT G – GENERAL AND MECHANICAL CONSTRUCTION
CONTRACT E – ELECTRICAL CONSTRUCTION

A paper copy of the plans and specifications may be examined on or after **Thursday, February 3, 2011** at the Office of the Town Clerk between the hours of 8:30 A.M. and 4:30 P.M. weekdays, except holidays. An electronic copy may be obtained by visiting the Town of Riverhead website: www.riverheadli.com and clicking on "Bid Requests."

Each proposal must be accompanied by a bid bond in the amount of five percent (5%) of the total bid, or a certified check made payable to the TOWN OF RIVERHEAD as assurance that the bid is made in good faith.

The right is reserved to reject any or all bids, to waive any informalities, and to accept the lowest responsible bid.

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

ACTING AS THE GOVERNING BODY
OF THE RIVERHEAD WATER DISTRICT

DIANE WILHELM, TOWN CLERK

DATED: **Thursday, February 3, 2011**

02.01.2011
110088

ADOPTED

TOWN OF RIVERHEAD

Resolution # 88

**AUTHORIZES TOWN CLERK TO PUBLISH THE
ADVERTISEMENT PURSUANT TO NYS SANITARY CODE**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Riverhead Water District prepares an Annual Water Quality Report (AWQR) supplement; and

WHEREAS, NYS Sanitary Coder Subpart 5-1.72(g)(1)(v) requires that the supplement be available to the public.

NOW THEREFORE BE IT RESOLVED, that the Town Clerk is hereby authorized to publish and post the attached advertisement, which is to be at least ½-page in length, in the next issue of *The News-Review*; and be it further

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and, if needed, a certified copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

Town Board Members

Supervisor Sean Walter
Councilmember John Dunleavy
Councilmember George E. Gabrielsen
Councilmember Jodi Giglio
Councilmember James Wooten

Superintendent

Gary Pindzick

Riverhead Water District 2009 Drinking Water Quality Report

Public Water Supply Identification No. 5103705

ANNUAL WATER SUPPLY REPORT

May 2010

Dear Water District Resident:

We are pleased to present to you the Riverhead Water District 2009 Consumer Confidence Report/ Annual Water Supply Statement. As shown in this report, the Riverhead Water District continues to provide the residents with a source of water for all of our domestic needs which is reliable and of high quality. Our water is continuously tested to ensure that it meets all drinking water standards. As the Town grows, so does our Water District. We are currently constructing additional wells and pumping stations to increase our water supply capabilities. Simultaneously, we encourage all of our residents to conserve water so we can limit the expense connected with the construction of new facilities.

Our Water District staff works hard to make sure every resident has clean water every time he or she turns on the tap. Additional information about our Water District and our water supply can be found on our Town website, www.riverheadli.com.

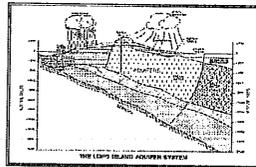
INFORMATION ABOUT OUR DRINKING WATER

This report is required to be delivered to all residents of our District in compliance with Federal and State regulations. This report is designed to inform you about the quality water and services we deliver to you every day. Our constant goal is to provide you with a safe and dependable supply of drinking water. The Riverhead Town Board and the District employees are committed to ensuring that you and your family receive the highest quality water.

SOURCE OF OUR WATER

The source of water for the District is groundwater pumped from eleven (11) active wells and four (4) wells under construction located throughout the community that are drilled into the Glacial and Megothly aquifers beneath Long Island, as shown on the following figure. Generally, the water quality of the aquifer is good to excellent, although there are localized areas of contamination.

The population served by the Riverhead Water District during 2009 was approximately 35,000. The total amount of water withdrawn from the aquifer in 2009 was 2.18 billion gallons, of which approximately 93.9 percent was billed directly to the residents of the District.



COST OF WATER

The District utilizes a unit price billing schedule with the consumer being billed at a rate of \$10.90 for the first 7,000 gallons per quarter plus \$1.10 for each additional 1,000 gallons for the District's 3/4 inch service.

The Riverhead Water District, as a public service to its customers, prepares an Annual Water Quality Report (AWQR). Additional information regarding your water supply is available in the Annual Water Quality Report Supplement. The Supplement contains raw water analytical data for our wells from samples that were collected before treatment and prior to being pumped to our customers. The Supplement is available to you on the Town of Riverhead website at www.riverheadli.com. The AWQR is also available at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, the Riverhead Water District Office, 1035 Pulaski Street, Riverhead, New York and the Riverhead Free Library, 330 Court Street, Riverhead, New York.

02.01.2011
110089

ADOPTED

TOWN OF RIVERHEAD

Resolution #89

**RE-APPOINTS MEMBERS TO THE SUFFOLK COUNTY/TOWN OF RIVERHEAD
EMPIRE ZONE ADMINISTRATIVE BOARD**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, New York State created the Economic Development Zone Program, now known as the Empire Zone Program, to encourage industrial and commercial development in select municipalities across the State; and

WHEREAS, Town of Riverhead, as an eligible municipality in conjunction with the County of Suffolk, received designation of what is now known as an Empire Zone; and

WHEREAS, the implementation of the Empire Zone requires certain actions by the municipality including the establishment of a Zone Administrative Board to be responsible for the operation of the zone and its programs; and

WHEREAS, the Zone Administrative Board must include a representative of a local business, organized labor, community group organization, financial institution, education institution, local utility provider and zone area residents, as well as the Town Supervisor, Community Development Agency Director, the Suffolk County Executive; and

WHEREAS, members of the Zone Administrative Board must be appointed as their terms expire or to fill a vacancy, and as of February 2011 the terms representing a community group organization and local business did expire; and

WHEREAS, it is the desire of the Town Board of the Town of Riverhead to re-appoint George Nunnaro representing a local business and Ken Rollins representing a community group organization; and

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby re-appoints George Nunnaro and Ken Rollins as members of the Suffolk County/Town of Riverhead Empire Zone Administrative Board for a term of three years until January 2014 or until reappointment or replaced by the Riverhead Town Board; and

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and, if needed, a certified copy of same may be obtained from the Office of the Town Clerk.

BE IT FURTHER RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to the Office of Suffolk County Executive Steve Levy.

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

02.01.2011
110090

ADOPTED

TOWN OF RIVERHEAD

Resolution #90

AWARDS BID FOR WORK CLOTHES

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, the Town Clerk was authorized to publish and post a notice to bidders for WORK CLOTHES being utilized by employees of the TOWN OF RIVERHEAD and;

WHEREAS, 2 bids were received, opened and read aloud on the 5th day of November, 2010 at 11:15 am in the Office of the Town Clerk, 200 Howell Avenue, Riverhead, New York,

NOW THEREFORE BE IT RESOLVED, that the bid for the purchase WORK CLOTHES be and is hereby awarded per the attached pages to ARAMARK AND CINTAS; and

BE IT FURTHER RESOLVED, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to Cintas Corporation, 500 South Research Place, Central Islip, NY and Aramark Uniform & Career Apparel; and

BE IT FURTHER, RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from electronic storage device and, if needed, a certified copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

02.01.2011
110091

ADOPTED

TOWN OF RIVERHEAD

Resolution # 91

**RATIFIES AN APPOINTMENT FOR A CALL-IN ASSISTANT RECREATION LEADER
TO THE RECREATION DEPARTMENT**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, an Assistant Recreation Leader is needed by the Riverhead Town Recreation Department for work in recreation programs,

NOW THEREFORE BE IT RESOLVED, that effective January 28th, 2011, this Town Board hereby appoints Doreen Jackson to the position of Call-In Assistant Recreation Leader, Level 11, to be paid the rate of \$13.60 per hour and

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and, if needed, a certified copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Giglio - ABSTAIN
Wooten Yes No
Walter Yes No
Gabrielsen Yes No
Dunleavy Yes No

The Resolution Was Thereupon Duly Declared Adopted

02.01.2011
110092

ADOPTED

TOWN OF RIVERHEAD

Resolution # 92

APPOINTS A CALL-IN GUARD TO THE RECREATION DEPARTMENT

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, a Call-In Guard is needed by the Riverhead Town Recreation Department for work in recreation facilities,

NOW THEREFORE BE IT RESOLVED, that effective February 2, 2011, this Town Board hereby appoints Ronny A. Strange, Jr. to the position of Call-In Guard, Level 1, to be paid the rate of \$10.60 per hour and

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to Ronny A. Strange, Jr., the Personnel Department and the Office of Accounting; and be it further

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and, if needed, a certified copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Giglio - ABSTAIN Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

02.01.2011
110093

ADOPTED

TOWN OF RIVERHEAD

Resolution # 93

AUTHORIZES THE SUPERVISOR TO EXECUTE A STIPULATION WITH LOCAL 1000, AFSCME, AFL-CIO, RIVERHEAD UNIT OF SUFFOLK LOCAL #852

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, on December 27, 2010 the Town experienced a significant snow storm which created hazardous travel conditions; and

WHEREAS, on December 27, 2010, due to the hazardous road conditions, the Town Supervisor closed all the Town offices; and

WHEREAS, any CSEA member who was scheduled to work on December 27, 2010, but who did not report to work, shall be granted an excused absence; and

WHEREAS, the parties have reached a resolution of the matter and wish to enter into a formal stipulation reflecting their agreement;

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby approves the aforementioned stipulation and authorizes the Town Supervisor to execute same; and be it further

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to the Town Attorney, Financial Administrator and the Personnel Director; and be it further

RESOLVED, all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and if needed, a certified copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

1/14/11

STIPULATION OF AGREEMENT, made and entered into this ____ day of January 2011, by and between the Town of Riverhead ("the Town") and the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, Riverhead Unit of the Suffolk Local #852 ("the CSEA").

WHEREAS, due to a blizzard, the Town closed Town Hall on December 27, 2010; and

WHEREAS, Article III(10) of the 2008-2010 collective bargaining agreement between the Town and the CSEA provides that the Town may grant a full or partial excused absence for reasons it deems acceptable and to give any employee who is required to work the same number of hours as compensatory time for future use as set forth in the agreement; and

WHEREAS, the Town has deemed it acceptable to grant an excused absence to CSEA unit members who were scheduled to work on December 27, 2010, but who did not come to work as a result of the blizzard; and

WHEREAS, a dispute has arisen regarding whether the CSEA unit members who did work on December 27, 2010 are entitled to overtime for the hours which they worked on that date; and

WHEREAS, the parties wish to resolve this matter in an amicable way, without the uncertainties, costs and risks of continued litigation; and

WHEREAS, the parties have reached an agreement with regard to this dispute and wish to codify their understandings in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereby agree and stipulate as follows:

1. Any CSEA unit member who was scheduled to work on December 27, 2010, but who did not report to work, shall be granted an excused absence.
2. Any CSEA unit member who was not scheduled to work on December 27, 2010 due to an approved sick, vacation, personal or other day off from work day shall not be granted an excused absence.
3. Any CSEA unit member who reported to work on December 27, 2010 shall receive overtime (time and one-half) for any hours worked for the Town.
4. This Agreement represents the total agreement between the Town and the CSEA with regard to the granting of an excused absence for December 27, 2010. There are no other agreements, oral or otherwise.
5. Nothing contained in this Agreement shall be deemed as precedent setting with regard to any other matter. This Agreement is entered into solely due to the unique circumstances of the instant situation. It may not be cited in any other matter, such as, but not limited to, any grievance, grievance hearing, arbitration, PERB conference/hearing, court matter or any other similar proceeding, except to enforce the provisions of this Agreement.
6. The provisions of this Agreement are subject to ratification and approval by the Town Board.

FOR THE TOWN:

FOR THE CSEA:

02.01.2011
110094

ADOPTED

TOWN OF RIVERHEAD

Resolution # 94

**ADOPTS A LOCAL LAW AMENDING CHAPTER 64 ENTITLED
"FIRE PREVENTION" OF THE RIVERHEAD TOWN CODE**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

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 64 entitled "Fire Prevention" of the Riverhead Town Code; and

WHEREAS, a public hearing was held on the 21st day of January, 2011 at 7:10 o'clock p.m. at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, the date, time and place specified in said public notice, and all persons wishing to be heard were heard.

NOW THEREFORE BE IT RESOLVED, that a local law amending Chapter 64 entitled "Fire Prevention" of the Riverhead Town Code is hereby adopted as specified in the attached notice of adoption; and be it further

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

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and, if needed, a certified copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared 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 64 entitled "Fire Prevention" of the Riverhead Town Code at its regular meeting held on February 1, 2011. **Be it enacted** by the Town Board of the Town of Riverhead as follows:

**Chapter 64
FIRE PREVENTION
ARTICLE III
Administration**

§ 64-9. Fire-prevention permit fees.

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

(1) Installation permit fees.

- (a) Installation of fire detection/alarm systems and water-based fire protection systems: \$250 for the first 25 devices and ~~\$4~~ \$5 per device in excess thereof. A device shall include, but not be limited to, a heat detector, a smoke detector, a pull station, a bell or other sounding device, a speaker, a fire alarm control panel, a remote annunciator, a floor command station, an alarm and check valve, a deluge valve, an exhauster, an accelerator, a retard chamber or a Fire Department connection.
- (e) Installation permit required by § 64-9A(1) for review of new building construction plans or existing building alteration plans: \$100 – under 10,000 square feet; \$150 – 10,000 square feet or more.

(2) Operational permit fees.

- (b) Operational permits required by Article X, Automobile Wrecking Yards, Junkyards and Waste Material Handling Plants: ~~\$50~~ \$55.
- (c) Operational permits required by Article XI, Dry-Cleaning Plants: ~~\$25~~ \$45.
- (e) Operational permits required by Article XIV, Flammable and Combustible Liquids.
 - [1] Storage: ~~\$150~~ \$180 for the first 10,000 gallons and ~~\$0.005~~ \$0.01 per gallon in excess thereof.
- (f) Operational permits required by Article XV, Automotive Repair Facilities: ~~\$25~~ \$45.
- (g) Operational permits required by Article IX, Hazardous Chemicals and Materials: \$200 for the first 1,000 gallons or pounds and ~~\$0.005~~ \$0.01 per gallon or pound in excess thereof.

(h) Operational permits required by Article XX, Liquefied Petroleum Gases.

[1] General storage/use: ~~\$150~~ \$180 for the first 2,000 gallons' water capacity and ~~\$0.005~~ \$0.01 per gallon in excess thereof.

(k) Operational permits required by Article XVIII, Welding and Cutting: ~~\$15~~ \$35.

* Overstrike represents deletion(s)

* Underline represents addition(s)

Dated: Riverhead, New York
February 1, 2011

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

DIANE M. WILHELM, Town Clerk

02.01.2011
110095

ADOPTED

TOWN OF RIVERHEAD

Resolution # 95

AUTHORIZES TOWN CLERK TO PUBLISH AND POST PUBLIC NOTICE OF PUBLIC HEARING TO CONSIDER A LOCAL LAW TO AMEND CHAPTER 101 ENTITLED "VEHICLES AND TRAFFIC" OF THE RIVERHEAD TOWN CODE (§101-8. Weight limit of eight tons.)

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

RESOLVED, that the Town Clerk is hereby authorized to publish and post the attached public notice to consider a proposed local law to consider the amendment of Chapter 101 entitled "Vehicles & Traffic" of the Riverhead Town Code, once in the February 10, 2011 issue of the News-Review Newspaper, the newspaper hereby designated as the official newspaper for this purpose and to post same on the signboard in Town Hall; and be it further

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and, if needed, a copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD
PUBLIC NOTICE**

PLEASE TAKE NOTICE, that a public hearing will be held on the 1st day of March, 2011 at 2:20 p.m. at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, to consider a proposed local law to amend Chapter 101 of the Riverhead Town Code entitled, "Vehicles & Traffic" as follows:

§ 101-8. Weight limits.

No person shall operate a motor vehicle of a total weight of greater than 16,000 pounds (8 tons) upon the following designated town highways or part thereof, except local deliveries.

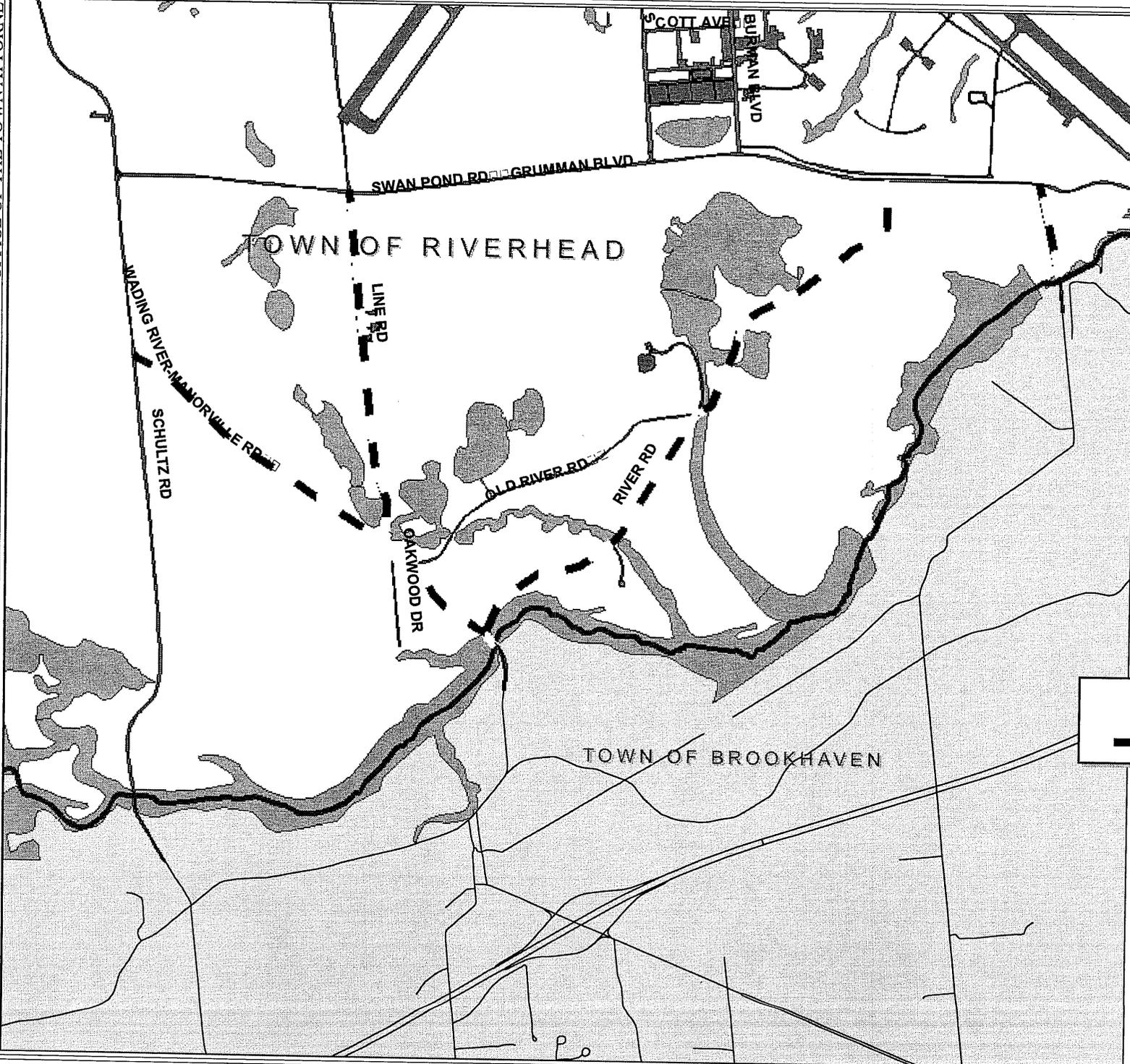
Street	Location
<u>Connecticut Avenue</u>	<u>From its intersection with River Road in a southerly direction to the Town line</u>
<u>Line Road</u>	<u>From its intersection with Grumman Boulevard in a southerly direction to its intersection with Wading River Manor Road</u>
<u>River Road</u>	<u>From its intersection with Grumman Boulevard in a southwesterly direction to its intersection with Wading River Manor Road</u>
<u>Wading River Manor Road</u>	<u>From its intersection with Schultz Road to the Town line</u>

- Underline represents additions(s)

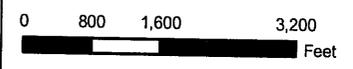
Dated: Riverhead, New York
February 1, 2011

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

DIANE M. WILHELM, Town Clerk



DATE: 1/27/2011



LEGEND

 Proposed Weight Limitations



TOWN OF RIVERHEAD
 200 Howell Ave.
 Riverhead, New York 11901

02.01.2011
110096

ADOPTED

TOWN OF RIVERHEAD

Resolution # 96

AUTHORIZES THE TOWN ENGINEERING DEPARTMENT TO FACILITATE THE REMOVAL OF AN UNSAFE AND ABANDONED STRUCTURE LOCATED AT 77 KAY ROAD, CALVERTON, ALSO KNOWN AS SUFFOLK COUNTY TAX MAP NO. 600-115.1-1-43 AND TO REMOVAL COSTS AGAINST THE SUBJECT PROPERTY

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, the Riverhead Town Clerk was directed to publish and post a public notice for a public hearing regarding an alleged unsafe structure as delineated above; and

WHEREAS, a public hearing was conducted on January 19, 2011 at 7:15 p.m., at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, for the purpose of determining the structural integrity of the delineated structure, pursuant to Chapter 54 of the Riverhead Town Code, and pursuant to statutory notice requirements; and

WHEREAS, the Town Board received testamentary evidence as well as other evidence in the form of exhibits during the public hearing on January 19, 2011; and

WHEREAS, the Town Board, upon due deliberation and consideration of all evidence adduced at the hearing, has determined that the delineated structure is unsafe and abandoned and constitutes a hazard to the safety, health and welfare of the public; and

WHEREAS, the evidence adduced at the public hearing warrants the removal of the structure.

NOW THEREFORE BE IT RESOLVED, that the Town Engineering Department is ordered to facilitate the removal of the delineated structure by whatever means it deems appropriate and assess all costs and expenses incurred by the Town in connection with the proceedings to the property owner, including the cost of actually removing said structure and/or remediate or secure the property such that the dangerous condition is not accessible to the public pursuant to Riverhead Town Code Chapter 54; and be it further

RESOLVED, that the Town Clerk is authorized to forward a copy of this resolution to James Karabiberoglu, 11 Dennis Lane, Middle Island, New York 11953; Catherine Karabiberoglu, P.O. Box 411, Calverton, New York 11953; GMAC Mortgage, LLC, 3451 Hammond Avenue, Waterloo, IA 50704; Steven J. Baum, Esq., P.O. Box 1291, Buffalo, New York 14240; the Office of the Supervisor, the Office of the Town Attorney, the Engineering Department; and the Fire Marshal's Office; and be it further

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and, if needed, a certified copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

02.01.2011
110097

ADOPTED

TOWN OF RIVERHEAD

Resolution # 97

**AUTHORIZES TOWN CLERK TO PUBLISH AND POST PUBLIC NOTICE TO
CONSIDER A LOCAL LAW TO AMEND CHAPTER 108 ENTITLED "ZONING"
OF THE RIVERHEAD TOWN CODE
(ACCESSORY APARTMENTS - §108-35. APPLICATIONS.)**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

RESOLVED, the Town Clerk is hereby authorized to publish the attached public notice to consider a local law to amend Chapter 108 entitled, "Zoning" of the Riverhead Town Code once in the February 10th, 2011 issue of the News-Review Newspaper, 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 all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and, if needed, a copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared 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 at Riverhead at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, on the 1st day of March, 2011 at 2:10 o'clock p.m. to amend Chapter 108, entitled "Zoning" of the Riverhead Town Code as follows:

CHAPTER 108
ZONING
ARTICLE VIII
Accessory Apartments

§ 108-35. Applications.

A. There shall be submitted to the Building Department the following:

(1) An application to the Building Department for pre-approval of occupancy and use, together with plans by a licensed design professional and any such other plans, documents or surveys required by the Building Department;

(2) A non –refundable administration fee of \$150.00;

~~(2)~~ (3) An application to the Building Department for all necessary building permits;

~~(3)~~ (4) An application to the Accessory Apartment Review Board for an accessory apartment permit.

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

Dated: Riverhead, New York
February 1, 2011

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

DIANE M. WILHELM, Town Clerk

02.01.2011
110098

ADOPTED

TOWN OF RIVERHEAD

Resolution # 98

RESCINDS RES. #926 OF 2010 AND AUTHORIZES TOWN CLERK TO PUBLISH AND POST PUBLIC NOTICE OF PUBLIC HEARING TO CONSIDER A PROPOSED LOCAL LAW FOR AN AMENDMENT TO CHAPTER 108 ENTITLED "ZONING" OF THE RIVERHEAD TOWN CODE (Article XX, §108-97 Major subdivision. (14) (c) Park and Playground sites.)

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, pursuant to Resolution #926 dated December 21, 2010, the Town Clerk was authorized to publish and post a public notice to consider a local law to amend Chapter 108 entitled "Zoning" of the Riverhead Town Code in the January 6, 2011 issue of the News-Review Newspaper; and

WHEREAS, the public hearing notice was posted incorrectly in the January 6, 2011 issue of the News-Review Newspaper.

NOW THEREFORE BE IT RESOLVED, that the Town Clerk is hereby authorized to publish and post the attached public notice to consider a proposed local law to consider the amendment to Chapter 108 entitled, "Zoning" of the Riverhead Town Code, once in the February 10th, 2011 issue of the News-Review Newspaper, the newspaper hereby designated as the official newspaper for this purpose, and to post same on the signboard in Town Hall; and be it further

RESOLVED, that the Town Board hereby rescinds Resolution #926 adopted on December 21, 2010; and be it further

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and, if needed, a copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD
PUBLIC NOTICE**

PLEASE TAKE NOTICE, that a public hearing will be held on the 1st day of March, 2011 at 2:05 p.m. at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, to consider a proposed local law to amend Chapter 108 of the Riverhead Town Code entitled "Zoning" as follows:

**ZONING
ARTICLE XX
Subdivision Regulations**

§108-97. Major subdivision.

B. General requirements. The subdivider shall observe the following general requirements and principals of land subdivision:

(14) Park and playground sites.

(c) Where the Planning Board deems it to be in the best interest to require the developer to deposit a payment, the amount to be paid shall be at the rate of ~~\$5,000~~ \$3,000 per each lot in the subdivision effective immediately. In lieu of a cash payment, the subdivider may post certificate of deposit or pass book in the name of the Town of Riverhead equal to the total fee as required herein. Where such cash, certificate of deposit or pass book is deposited, the fee of ~~\$5,000~~ \$3,000 shall be paid to the Town of Riverhead prior to the issuance of each certificate of occupancy of residential structures with the subdivision by the Building Inspector. The balance shall be payable in full on the second anniversary date on which this certificate of deposit or passbook was deposited and shall be withdrawn from such account by order to the Town Board. Such interest as may accrue on the certificate of deposit or passbook shall be returned and taxable to the depositor.

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

Dated: Riverhead, New York
February 1, 2011

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

DIANE M. WILHELM, Town Clerk

02.01.2011
110099

ADOPTED

TOWN OF RIVERHEAD

Resolution # 99

RESCINDS RES. #853 OF 2010 AND AUTHORIZES TOWN CLERK TO PUBLISH AND POST PUBLIC NOTICE TO CONSIDER A LOCAL LAW TO AMEND CHAPTER 108 ENTITLED, "ZONING" OF THE RIVERHEAD TOWN CODE (PECONIC RIVER COMMUNITY ZONING USE DISTRICT)

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, Resolution #853 adopted on November 16, 2010, authorized the Town Clerk to publish and post the attached public notice to consider a local law to amend Chapter 108 entitled "Zoning" of the Riverhead Town Code for the addition of a Peconic River Community Zoning Use District once in the November 25, 2010 issue of the News-Review Newspaper; and

WHEREAS, a public hearing was held on the 21st day of December, 2010 at 7:10 p.m. at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York at which time it was made known that a map was not available for public view depicting the areas to be contained within the proposed zoning use district.

NOW THEREFORE BE IT RESOLVED, the Town Clerk is hereby authorized to publish and post the attached public notice to consider a local law to amend Chapter 108 entitled "Zoning" of the Riverhead Town Code for the addition of a Peconic River Community Zoning Use District, with the accompanying map, once in the February 10, 2011 issue of the News-Review Newspaper, 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 all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and, if needed, a copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared 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 Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York on the 1st day of March, 2011 at 2:15 o'clock p.m. to consider a local law to amend Chapter 108 entitled, "Zoning" of the Riverhead Town Code as follows:

Chapter 108
ZONING
ARTICLE XXX

Peconic River Community (PRC) Zoning Use District

§ 108-147. Purpose.

It is the intent of the Peconic River Community Zoning Use District to provide for an array of residential, commercial and recreational uses pursuant to the land use policy of the State of New York in the Peconic River Corridor to conserve the legislated ecological resources and the free flowing nature of the River while preserving the existing character and promoting the economic viability of the real property with the River Corridor.

§ 108-148. Uses.

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

A. Permitted uses:

- (1) Retail stores or shops.
- (2) Wholesale business
- (3) Offices
- (4) Non-motorized open space recreational uses
- (5) Public parks, play grounds
- (6) Restaurants
- (7) Agricultural production

B. Specially permitted uses, by special permit of the Town Board:

- (1) Bed and breakfast
- (2) Country inns

C. Accessory uses. Accessory uses shall include those uses customarily incidental to any

of the above permitted uses or specially permitted uses when located on the same lot. Specifically included are the following:

- (1) Accessory uses shall include those uses customarily incidental to any permitted or specially permitted uses when located on the same lot
- (2) Outdoor storage, suitably screened

D. Prohibited uses:

- (1) Industrial uses
- (2) Dry cleaning establishments
- (3) Motor vehicle sales

§ 108-149. Lot, yard, bulk and height restrictions.

- A. No building shall be erected or any lot or land area utilized unless in conformity with the Zoning Schedule incorporated herein.
- B. In order to foster conservation of scenic values, all commercial site plans shall have open space designated in such a manner as to have a minimum of fifty percent (50%) of open space areas planted with native species or left undisturbed.

Lot Coverage

<u>Minimum Lot Area</u>	<u>Minimum Lot Width</u>	<u>Maximum w/o Sewer</u>	<u>Maximum with Sewer</u>	<u>Maximum Impervious Surface</u>
<u>80,000 sq. ft.</u>	<u>200</u>	<u>20%</u>	<u>30%</u>	<u>40%</u>

Floor Area

<u>Maximum Height</u>	<u>Maximum w/o Sewer</u>	<u>Maximum with Sewer</u>	<u>Maximum Front Yard Depth</u>
<u>34 feet</u>	<u>40%</u>	<u>60%</u>	<u>25 feet</u>

Side Yards

Minimum Side
Yard

Minimum Combined
Side Yards

Minimum Rear
Yard Depth

15 ft.

30 ft.

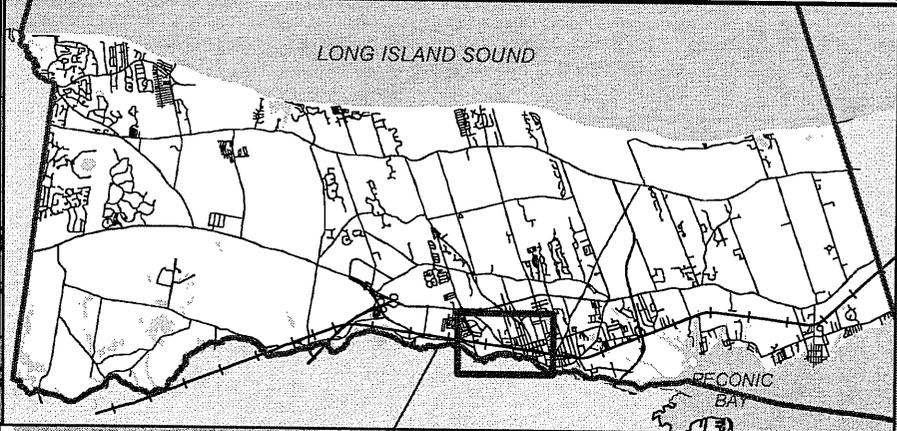
50 ft.

- Underline represents addition(s)

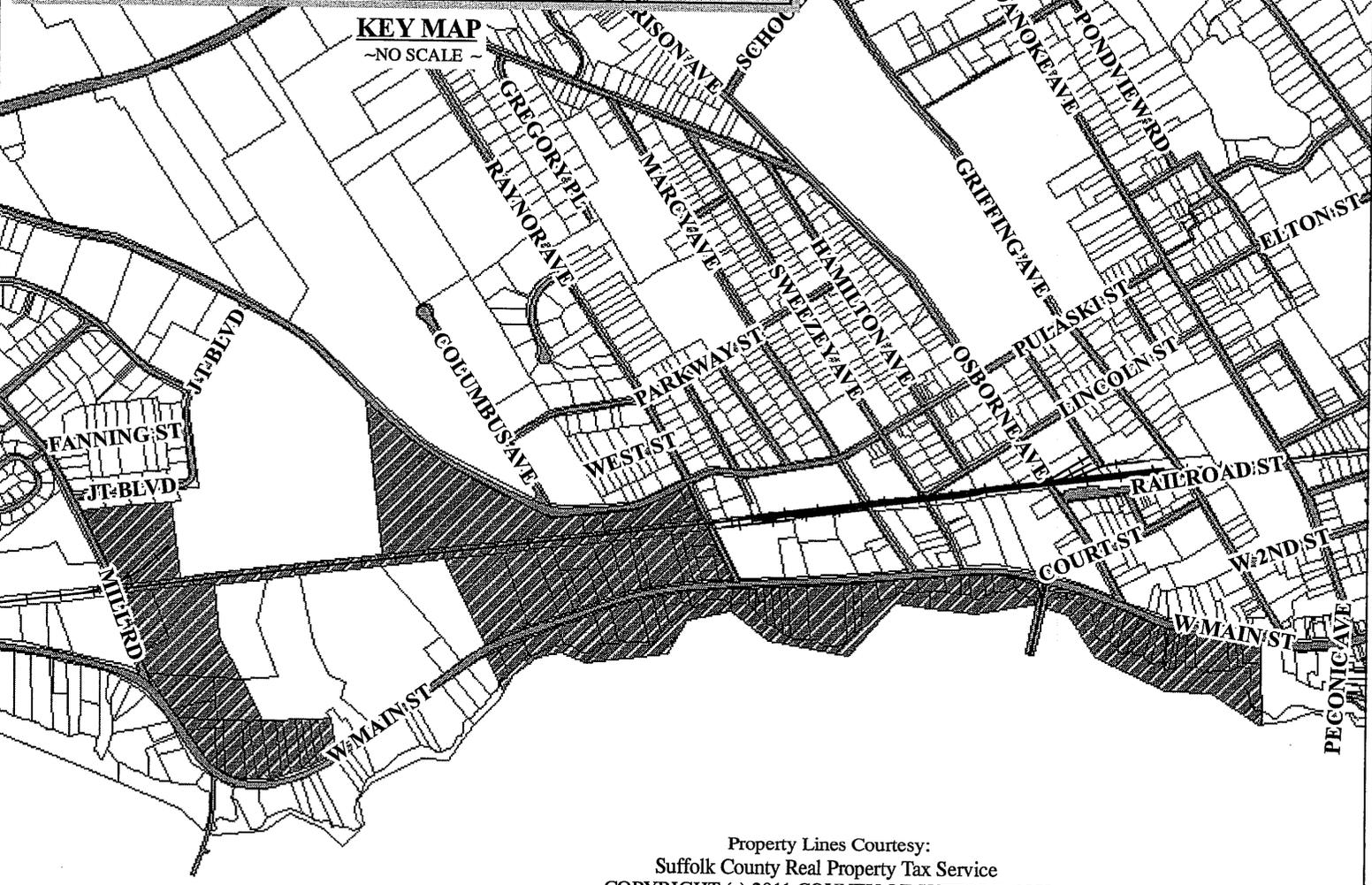
Dated: Riverhead, New York
February 1, 2011

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

DIANE M. WILHELM, Town Clerk



KEY MAP
~NO SCALE~



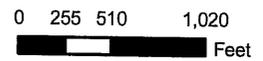
LEGEND

Proposed Community Area

Community Segment of the Peconic River Corridor as described in the Commissioners Decision and Order dated January 12, 2010



DATE: 1/13/2010
Rev.: 1/25/2010
Rev.: 2/1/2011



map of
**PROPOSED
COMMUNITY
RIVER AREA**



TOWN OF RIVERHEAD
200 Howell Ave.
Riverhead, New York 11901

Property Lines Courtesy:
Suffolk County Real Property Tax Service
COPYRIGHT (c) 2011 COUNTY OF SUFFOLK, N.Y.

02.01.2011
110100

ADOPTED

TOWN OF RIVERHEAD

Resolution # 100

**ADOPTS A LOCAL LAW AMENDING CHAPTER 45 ENTITLED
"ALARM SYSTEMS" OF THE RIVERHEAD TOWN CODE**

Councilwoman Giglio offered the following resolution,

which 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 amending Chapter 45 entitled "Alarm Systems" of the Riverhead Town Code; and

WHEREAS, a public hearing was held on the 28th day of December, 2010 at 2:10 o'clock p.m. at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, the date, time and place specified in said public notice, and all persons wishing to be heard were heard.

NOW THEREFORE BE IT RESOLVED, that a local law amending Chapter 45 entitled "Alarm Systems" of the Riverhead Town Code be and is hereby adopted as specified in the attached notice of adoption; and be it further

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

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device, and if needed, a certified copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared 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 45 entitled "Alarm Systems", of the Riverhead Town Code at its regular meeting held on February 1, 2011. **Be it enacted** by the Town Board of the Town of Riverhead as follows:

**CHAPTER 45
ALARM SYSTEMS**

§ 45-1 Purpose.

The purpose of this chapter is to establish standards and controls for the various ~~nonresidential~~ types of fire, intrusion, holdup and other emergency signals from fire and police alarm services that require Fire Department or police responses, investigation or safeguarding of property at the location of an event reported by a signal which is transmitted by telephone or radio to the Police or Fire Department from a central station as hereinafter defined.

§ 45-2 Definitions.

For the purpose of this chapter, the following definitions shall apply:

FALSE EMERGENCY ALARM Any signal activated by an emergency alarm to which the Fire or Police Department responds which is not the result of a fire, flame, smoke, combustible event, holdup, robbery or other crime or emergency.

FIRE DEPARTMENTS Buildings owned and personnel employed by the fire districts of Riverhead, Manorville, Jamesport and Wading River and their respective protection areas.

§ 45-3 Permit required.

- A. ~~Any~~ All commercial, industrial, cooperative (commercial and residential), condominium (commercial and residential) and apartment property owner(s) or lessee(s) of property in the Town of Riverhead having on his/her/its premises a fire or police alarm device, or system of fire or police alarm devices, shall apply to the Town Clerk for a permit to own or otherwise operate such device on his/her/its premises. The applicant for a permit shall provide specifications relating to the device or system of devices installed or to be installed on the premises. No such device shall be operated or installed on the premises of the owner or lessee after the effective date of this chapter without first obtaining a permit under this chapter. No such device shall be modified after the effective date of this chapter without first having obtained an amended permit under this chapter. Such permit shall be valid for a period of one year from issuance and must be renewed upon expiration.
- B. Property owners or lessees shall have ~~six months~~ 90 days from the effective date of this chapter to obtain a permit.

§ 45-5 Intentional false alarms.

It shall be a violation of this chapter to intentionally cause a false emergency alarm, and any person who does cause an intentional false emergency alarm shall be subject to the penalty provisions hereof.

§ 45-6 Charges for false alarms.

- A. Any All commercial, industrial, cooperative (commercial and residential), condominium (commercial and residential) and apartment owner(s) or lessee(s) of property having a fire or police alarm device or system of fire or police alarm devices on his or its premises on the effective date of this chapter shall pay to the Town a charge for each and every false emergency alarm to which the Fire or Police Department responds, in each calendar year, as follows:
- (1) First and second false emergency alarm each calendar year: no charge.
 - (2) Third and all subsequent false emergency alarm each calendar year: \$100.00 charge per occurrence.
 - (3) Fourth false emergency alarm each calendar year: \$200.00 charge per occurrence.
 - (4) Fifth and each subsequent false emergency alarm each calendar year: \$300.00 charge per occurrence.
- B. The Police Department shall maintain a record of all false emergency alarms and submit the same to the Town Clerk on a monthly basis. The Town Clerk Police Department shall then send an invoice by certified mail, return receipt requested for applicable false emergency alarm charges to the alarm permit holder of record. Upon receipt of said invoice, the alarm permit holder shall remit a payment to the Town Clerk Police Department for the charges due within 30 days. Any property owner or lessee of property that incurs a charge for a false emergency alarm may appeal such determination to the Town Board within 30 days of service of the invoice for such charge(s) by filing a written request with the Police Department setting forth the basis for the appeal. A hearing shall be held by the Town Board or its designee. Failure to pay any such charges shall subject such owner, lessee or user to the penalty provisions of this chapter.
- C. Hearing. In the event the property owner or lessee timely challenges such determination, the Town Board, or its designee, shall conduct a hearing on the merits of the determination.
- D. Hearing Determination. In the event the Town Board, or its designee, sustains the determination based upon substantial evidence, or in the event the property owner or lessee fails to timely appeal the determination, said charge shall be due and must be paid within 30 days of the written notice of the hearing determination.
- E. Charge Distribution. Each charge collected for an intentional false fire, flame, smoke, or combustible event emergency alarm or false fire, flame, smoke or combustible event emergency alarm pursuant to this chapter shall be applied as follows:
- (1) Seventy percent (70%) of the charge shall be remitted to the treasurer of the fire district having jurisdiction over the property on which the emergency alarm was activated and in

which fire district personnel actually responded.

- (2) Thirty percent (30%) of the charge shall be retained by the Town of Riverhead for general fund purposes.
- (3) Each fire district shall submit to the Riverhead Town Police Department a copy of the fire report for each false fire, smoke, flame or combustible event emergency alarm for which fire district personnel response was necessary within 30 days of the event.

§45-9 Penalties for offenses.

Any person, firm or corporation who or which does not pay any charge or fee established in this chapter or who or which violates any other provision of this chapter shall be subject to a fine not in excess of ~~\$250.00~~ 750.00 for each offense. A separate offense shall be deemed committed upon each day during which a violation occurs or is committed.

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

Dated: Riverhead, New York
February 1, 2011

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD

DIANE M. WILHELM, Town Clerk

02.01.2011
110101

ADOPTED

TOWN OF RIVERHEAD

Resolution # 101

APPOINTS WILLIAM M. DUFFY TO ACT AS SPECIAL PROSECUTOR FOR VIOLATIONS OF THE CODE OF THE TOWN OF RIVERHEAD

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

NOW THEREFORE BE IT RESOLVED that William M. Duffy is hereby authorized to act as special Assistant District Attorney for prosecution of violations of the Code of the Town of Riverhead (Town Code); and be it further

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and, if needed, a copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

02.01.2011
110102

ADOPTED

TOWN OF RIVERHEAD

Resolution # 102

**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 Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

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; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Joanne Kandell, Principal Accountant, Suffolk County Office for the Aging, H. Lee Dennison Building, 100 Veterans Memorial Highway, P.O. Box 6100, Hauppauge, NY 11788; and be it further

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and, if needed, a certified copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

Contract

This Contract (“the Contract”) is between the **County of Suffolk (“the County”)**, a municipal corporation of the State of New York, acting through its duly constituted **Office for the Aging (Aging)**, located at the H. Lee Dennison Building – 3rd Floor, 100 Veterans Memorial Highway, Hauppauge, New York (Mailing address: P.O. Box 6100, Hauppauge, New York 11788-0099); and the

Town of Riverhead (“the 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 for to provide a Residential Repair Program for the Elderly as set forth in Article I, entitled “Description of Services.”

Term of the Contract: January 1, 2011 through December 31, 2011; with an option, to be exercised at the County’s discretion, to extend for an additional one year to December 31, 2012.

Service Levels: 1,550 Units of Residential Repair Services
350 Elderly Serviced, Unduplicated

Total Cost of the Contract: Shall not exceed \$27,701, to be paid as set forth in Article V and Exhibit 6, attached.

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

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

Town of Riverhead

By: _____
Sean M. Walter
Supervisor
Fed. Tax ID #: 11-6001935
Date _____

_____ hereby certifies
under penalties of perjury that I am an officer of
_____, that I have read and
I am familiar with §A5-7 of Article V of the Suffolk
County Code, and that
_____ meets all
requirements to qualify for exemption thereunder.

Name _____
Date _____

Approved as to Legality:
Christine Malafi, County Attorney

By: _____
Jacqueline Caputi
Assistant County Attorney
Date _____

COUNTY OF SUFFOLK

By: _____
Ed Dumas
Deputy County Executive
Date: _____

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

Recommended:
By: _____
Regina DeTuro
Administrator I
Date _____



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Article I
IIIB Residential Repair
Description of Services

Whereas, the Suffolk County Legislature has adopted the Suffolk County Operating Budget through Resolution No. 979-2010 and

Whereas, the Riverhead IIIB Residential Repair Program has been designated as a line item in the Suffolk County Operating Budget to receive funding; and

Whereas, the continuity of service delivery is considered to be in the best interest of the County and the elderly residents of Suffolk County for the best possible outcomes;

Now therefore, in consideration of the mutual provisions and covenants hereafter set forth, the parties hereto agree as follows:

1. Conflicting Provisions

In the event of any conflict between this **Article I** and any other provision to this Contract, such other provision shall prevail unless it is expressly stated that this **Article I** shall prevail.

2. 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.

3. 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 4 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.

4. 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.

5. 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.

6. 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	\$10,830/year
2	\$14,570/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.

7. 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 Article IA – Grievance Procedures.

8. 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.

9. 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.

10. 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.

11. 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 –

Article IA
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.

Article II
Definitions

1. Meanings of Terms

As used herein:

“**Audit of Financial Statements**” means the examination by the Comptroller and any Federal or State auditing authority of the financial statements of the Contractor resulting in the publication of an independent opinion on whether or not those financial statements are relevant, accurate, complete, and fairly presented.

“**Budget**” means the Contractor’s summary or plan of all intended revenue, whether received in the form of fees, grants, County funding, or any other source, and expenditures necessary to render the Services.

“**Budget Deficiency Plan**” means an analysis of the cost of the Services, changes in fiscal conditions, and required modifications to the Contract to continue to render the Services.

“**Comptroller**” means the Comptroller of the County of Suffolk.

“**Contract**” means all terms and conditions of this Contract, forming all rights and obligations of the Contractor and the County.

“**Contractor**” means the signatory corporation, its officers, officials, employees, agents, servants, sub-contractors, and any successor or assign of any one or more of the foregoing performing the Services.

“**County**” means the County of Suffolk, its departments, and agencies.

“**County Attorney**” means the County Attorney of the County of Suffolk.

“**Department**” means the signatory department approving the Contract.

“**Engineering Services**” means the definition of the practice of engineering and the definition of practice of land surveying, as the case may be, under Section 7201 and Section 7203 of the State Education Law, respectively.

“**Event of Default**” means

- a. the Contractor’s failure to perform any duty required of it under paragraphs 1(b)-(c) of **Article III** of the Contract; or
- b. the Contractor’s failure to maintain the amount and types of insurance with an authorized insurer as required by the Contract; or
- c. the Contractor’s failure to maintain insurance required by the Contract with an insurer that has

designated the New York Superintendent of Insurance as its lawful agent for service of process; or

- d. the Contractor’s failure to comply with any Federal, State or local law, rule, or regulation, and County policies or directives; or
- e. the Contractor’s bankruptcy or insolvency; or
- f. the Contractor’s failure to cooperate in an Audit of Financial Statements; or
- g. the Contractor’s falsification of records or reports, misuse of funds, or malfeasance or nonfeasance in financial record keeping arising out of, or in connection with, any contract with the County; or
- h. the Contractor’s failure to submit, or failure to timely submit, documentation to obtain Federal or State funds; or
- i. the inability of the County or the Contractor to obtain Federal or State funds due to any act or omission of the Contractor; or
- j. any condition that the County determines, in its sole discretion, is dangerous.

“**Federal**” means the United States government, its departments, and agencies.

“**Fringe Benefits**” means non-wage benefits which accompany, or are in addition to, a person’s salary, such as paid insurance, sick leave, profit-sharing plans, paid holidays, and vacations.

“**Fund Source**” means any direct or indirect sum payable to the Contractor by the County pursuant to any lawful obligation.

“**Legislature**” means the Legislature of the County of Suffolk.

“**Management Letter**” means a letter certified as true by the Contractor’s certified public accountant or chief financial officer of findings and recommendations for improvements in internal fiscal control that were identified during an Audit of Financial Statements, but which were not required to be included in an audit report.

“**Municipal Corporation**” means a town, village, or school district.

“**Services**” means all that which the Contractor must do, and any part thereof arising out of, or in connection with, the Contract as described in Article I “Description of Services.”

“**State**” means the State of New York.

“**Statement of Other Contracts**” means a complete list of all other contracts under which money has been or will be paid to the Contractor from the County, Federal, or State governments, or a

Municipal Corporation, and (i) which are currently in effect or (ii) which have expired within the past twelve (12) months and have not been renewed.

End of Text for Article II

“Suffolk County Payment Voucher” means the document authorized and required by the Comptroller for release of payment.

“Term” means the time period set forth on page one of the Contract and, if exercised by the County, the option period.

2. Elements of Interpretation

Words of the masculine gender shall mean and include correlative words of the feminine and neuter genders and words importing the singular number shall mean and include the plural number and vice versa. Words importing persons shall include firms, associations, partnerships (including limited partnerships), trusts, corporations, and other legal entities, including public bodies, as well as natural persons, and shall include successors and assigns.

Capitalized terms used, but not otherwise defined, herein, shall have the meanings assigned to them in the Contract.

Article III
General Terms and Conditions

1. Contractor Responsibilities

a. Duties and Obligations

- i.) It shall be the duty of the Contractor to discharge, or cause to be discharged, all of its responsibilities, and to administer funds received in the interest of the County in accordance with the provisions of the Contract.
- ii.) The Contractor shall promptly take all action as may be necessary to render the Services.
- iii.) The Contractor shall not take any action that is inconsistent with the provisions of the Contract.
- iv.) Services provided under this Contract shall be open to all residents of the County over 60 years of age.

b. Qualifications, Licenses, and Professional Standards

- i.) The Contractor represents and warrants that it has, and shall continuously possess, during the Term, the required licensing, education, knowledge, experience, and character necessary to qualify it to render the Services.
- ii.) The Contractor shall continuously have during the Term all required authorizations, certificates, certifications, registrations, licenses, permits, and other approvals required by Federal, State, County, or local authorities necessary to qualify it to render the Services.

c. Notifications

- i.) The Contractor shall immediately notify the County, in writing, of any disciplinary proceedings, commenced or pending, with any authority relating to a license held by any person necessary to qualify him, her, or the Contractor to perform the Services.
- ii.) In the event that a person is no longer licensed to perform the Services, the Contractor must immediately notify the County, but in no event shall such notification be later than five (5) days after a license holder has lost the license required to qualify the license

holder or the Contractor to perform the Services.

- iii.) In the event that the Contractor is not able to perform the Services due to a loss of license, the Contractor shall not be reimbursed for the Services rendered after the effective date of termination of such license. Without limiting the generality of the foregoing, if any part of the Contract remains to be performed, and the termination of the license does not affect the Contractor's ability to render the Services, every other term and provision of the Contract shall be valid and enforceable to the fullest extent permitted by law.

d. Documentation of Professional Standards

The Contractor shall maintain on file, in one location in Suffolk County, all records that demonstrate that it has complied with subparagraphs (b) and (c) above. The address of the location of the aforesaid records and documents shall be provided to the County no later than the date of execution of the Contract. Such documentation shall be kept, maintained, and available for inspection by the County upon twenty-four (24) hours notice.

e. Credentialing

- i.) In the event that the Department, or any division thereof, maintains a credentialing process to qualify the Contractor to render the Services, the Contractor shall complete the required credentialing process. In the event that any State credential, registration, certification or license, Drug Enforcement Agency registration, or Medicare or Medicaid certification is restricted, suspended, or temporarily or permanently revoked, it is the duty of the Contractor to contact the Department, or division thereof, as the case may be, in writing, no later than three (3) days after such restriction, suspension, or revocation.
- ii.) The Contractor shall forward to the Department, or division thereof, as the case may be, on or before July 1 of each year during the Term, a complete list of the names and addresses of all persons providing the Services, as well as their respective areas of certification, credentialing, registration, and licensing.

f. Engineering Certificate

In the event that the Contract requires any Engineering Services, the Contractor shall submit to the County, no later than the due date for submission for approval of any engineering work product, the Certificate of Authorization ("Certificate"), issued pursuant to § 7210 of the New York Education Law, of every person performing any Engineering Services. The failure to file, submit, or maintain the Certificate shall be grounds for rejection of any engineering work product submitted for approval.

termination notice.

iv.) Upon termination, the Contractor shall reimburse the County the balance of any funds advanced to the Contractor by the County no later than thirty (30) days after termination of the Contract. The provisions of this subparagraph shall survive the expiration or termination of the Contract.

v.) Nothing contained in this paragraph shall be construed as a limitation on the County's rights set forth in paragraph 8 of this Article III.

2. Termination

a. Thirty Days Termination

The County shall have the right to terminate the Contract without cause, for any reason, at any time, upon such terms and conditions it deems appropriate, provided, however, that no such termination shall be effective unless the Contractor is given at least thirty (30) days notice.

b. Event of Default; Termination on Notice

- i.) The County may immediately terminate the Contract, for cause, upon such terms and conditions it deems appropriate, in the Event of Default.
- ii.) If the Contractor defaults under any other provision of the Contract, the County may terminate the Contract, on not less than five (5) days notice, upon such terms and conditions it deems appropriate.

c. Termination Notice

Any notice providing for termination shall be delivered as provided for in paragraph 24 of this Article III.

d. Duties upon Termination

- i.) The Contractor shall discontinue the Services as directed in the termination notice.
- ii.) The County shall pay the Contractor for the Services rendered through the date of termination.
- iii.) The County is released from any and all liability under the Contract, effective as of the date of the

3. Indemnification and Defense

a. The Contractor shall protect, indemnify, and hold harmless the County, its agents, servants, officials, and employees from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, suits or actions, costs, and expenses caused by the negligence or any acts or omissions of the Contractor, including reimbursement of the cost of reasonable attorneys' fees incurred by the County, its agents, servants, officials, and employees in any action or proceeding arising out of, or in connection with, the Contract.

b. The Contractor hereby represents and warrants that it will not infringe upon any copyright in performing the Services. The Contractor agrees that it shall protect, indemnify, and hold harmless the County, its agents, servants, officials, and employees from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, suits or actions, costs, and expenses arising out of any claim asserted for infringement of copyright, including reimbursement of the cost of reasonable attorneys' fees incurred by the County, its agents, servants, officials, and employees in any action or proceeding arising out of or in connection with any claim asserted for infringement of copyright.

c. The Contractor shall defend the County, its agents, servants, officials, and employees in any proceeding or action, including appeals, arising out of, or in connection with, the Contract, and any copyright infringement proceeding or action. At the County's option, the County may defend any such proceeding or action and require the Contractor to pay reasonable attorneys' fees of salary costs of County employees of the Department of Law for the defense of any such suit.

4. Insurance

- a. The Contractor shall continuously maintain, during the Term of the Contract, insurance in amounts and types 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. The County shall be named an additional insured.
 - ii.) **Automobile Liability** insurance (if any vehicles are used by the Contractor in the performance of the Contract) 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. The Contractor shall furnish to the County, prior to its execution of the Contract, 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, the Contract shall be void and of no effect unless the Contractor shall provide and maintain coverage during the Term for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
 - iv.) **Professional Liability** insurance in an amount not less than Two Million Dollars (\$2,000,000.00) on either a per-occurrence or claims-made coverage basis.
- b. The County may mandate an increase in the liability limits set forth in the immediately preceding paragraphs (4)(a)(i), (ii), and (iv).
- c. All policies providing such coverage shall be

issued by insurance companies authorized to do business in New York with an A.M. Best rating of A- or better.

- d. The Contractor shall furnish to the County, prior to the execution of the Contract, declaration pages for each policy of insurance, other than a policy for commercial general liability insurance, and upon demand, 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 Contractor shall furnish to the County, prior to the execution of the Contract, a declaration page or insuring agreement and endorsement page evidencing the County's status as an additional insured on said policy, and upon demand, a true and certified original copy of such policy evidencing compliance with the aforesaid insurance requirements.
- e. All evidence of insurance shall provide for the County to be notified in writing thirty (30) days prior to any cancellation, nonrenewal, or material change in the policy to which such evidence relates. It shall be the duty of the Contractor to notify the County immediately of any cancellation, nonrenewal, or material change in any insurance policy.
- f. In the event the Contractor shall fail to provide evidence of insurance, the County may provide the insurance required in such manner as the County deems appropriate and deduct the cost thereof from a Fund Source.
- g. If the Contractor is a Municipal Corporation and has a self-insurance program under which it acts as a self-insurer for any of such required coverage, the Contractor shall provide proof, acceptable to the County, of self-funded coverage.

5. Independent Contractor

The Contractor is not, and shall never be, considered an employee of the County for any purpose. Notwithstanding anything contained in this Contract, the Contract shall not be construed as creating a principal-agent relationship between the County and the Contractor or the Contractor and the County, as the case may be.

6. Severability

It is expressly agreed that if any term or provision of this Contract, or the application thereof to any person or circumstance, shall be held invalid or unenforceable to any extent, the remainder of the Contract, 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 the Contract shall be valid and shall be enforced to the fullest extent permitted by law.

7. Merger; No Oral Changes

It is expressly agreed that the Contract represents the entire agreement of the parties and that all previous understandings are herein merged in the Contract. No modification of the Contract shall be valid unless in written form 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 from a Fund Source an amount no greater than any sum due and owing to the County for any reason. The County shall exercise its set-off rights subject to approval by the County Attorney. In cases of set-off pursuant to a Comptroller's audit, the County shall only exercise such right after the finalization thereof, and only after consultation with the County Attorney.

9. Non-Discrimination in Services

- 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 the Services provided pursuant to the Contract; or
 - ii.) provide the Services to an individual that is different, or provided in a different manner, from those provided to others pursuant to the Contract; or
 - iii.) subject an individual to segregation or separate treatment in any matter related to the individual's receipt of the Services provided pursuant to the Contract; or
 - iv.) restrict an individual in any way from any advantage or privilege enjoyed by others receiving the Services provided pursuant to the Contract; or
 - v.) treat an individual differently from others in determining whether or not the individual satisfies any eligibility or other requirements or conditions which individuals must meet in order to receive the Services provided pursuant to the Contract.

- 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 substantially impairing the Contract with 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 Services to be provided; or
- ii.) the class of individuals to whom, or the situations in which, the Services will be provided; or
- iii.) the class of individuals to be afforded an opportunity to receive the Services.

10. Nonsectarian/Nonpartisan Declaration

The Services performed under the Contract are secular in nature. No funds received pursuant to the Contract shall be used for sectarian purposes or to further the advancement of any religion. The Services will be available to all eligible individuals regardless of religious belief or affiliation.

11. Governing Law

The Contract shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to conflict of laws. Venue shall be designated in the Supreme Court, Suffolk County, the United States District Court for the Eastern District of New York, or, if appropriate, a court of inferior jurisdiction in Suffolk County.

12. No Waiver

It shall not be construed that any failure or forbearance of the County to enforce any provision of the Contract in any particular instance or instances is a waiver of that provision. Such provision shall otherwise remain in full force and effect, notwithstanding any such failure or forbearance.

13. Conflicts of Interest

The Contractor shall not, during the Term, pursue a course of conduct which would cause a reasonable person to believe that he or she is likely to be engaged in acts that create a substantial conflict between its obligations under the Contract and its private interests. 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 as long as the Term. The determination as to whether or when a conflict may

potentially exist shall ultimately be made by the County Attorney after full disclosure is obtained.

partnership interests (other than the purchase of partnership interests by existing partners, by the partnership itself or the immediate family members by reason of gift, sale or devise), or the dissolution of the partnership without immediate reconstitution thereof, and

14. Cooperation on Claims

The Contractor and the County shall render diligently to each other, without compensation, any and all cooperation that may be required to defend the other party, its employees and designated representatives, against any claim, demand or action that may be brought against the other party, its employees or designated representatives arising out of, or in connection with, the Contract.

ii.) if the Contractor is a closely held corporation (i.e. whose stock is not publicly held and not traded through an exchange or over the counter):

15. Confidentiality

Any document of the County, or any document created by the Contractor and used in rendering the Services, shall remain the property of the County and shall be kept confidential in accordance with applicable laws, rules, and regulations.

1. the dissolution, merger, consolidation or other reorganization of the Contractor; and
2. the sale or other transfer of twenty percent (20%) or more of the shares of the Contractor (other than to existing shareholders, the corporation itself or the immediate family members of shareholders by reason of gift, sale or devise).

16. Assignment and Subcontracting

a. The Contractor shall not delegate its duties under the Contract, or assign, transfer, convey, sublet, or otherwise dispose of the Contract, or any of its right, title or interest therein, or its power to execute the Contract, or assign all or any portion of the monies that may be due or become due hereunder, (collectively referred to in this paragraph 16 as "Assignment"), to any other person, entity or thing without the prior written consent of the County, and any attempt to do any of the foregoing without such consent shall be void ab initio.

b. If the Contractor is a not-for-profit corporation, a change of twenty percent (20%) or more of its shares or members shall be deemed a Permitted Transfer.

b. Such Assignment shall be subject to all of the provisions of the Contract and to any other condition the County requires. No approval of any Assignment shall be construed as enlarging any obligation of the County under the terms and provisions of the Contract. No Assignment of the Contract or assumption by any person of any duty of the Contractor under the Contract shall provide for, or otherwise be construed as, releasing the Contractor from any term or provision of the Contract.

c. The Contractor shall notify the County in writing, which notice (the "Transfer Notice") shall include:

i.) the proposed effective date of the Permitted Transfer, which shall not be less than thirty (30) days nor more than one hundred eighty (180) days after the date of delivery of the Transfer Notice;

ii.) a summary of the material terms of the proposed Permitted Transfer;

iii.) the name and address of the proposed transferee;

iv.) such information reasonably required by the County, which will enable the County to determine the financial responsibility, character, and reputation of the proposed transferee, nature of the proposed assignee/transferee's business and experience;

17. Changes to Contractor

a. The Contractor may, from time to time, only with the County's written consent, enter into a Permitted Transfer. For purposes of the Contract, a Permitted Transfer means:

v.) all executed forms required pursuant to Article IV of the Contract, that are required to be submitted by the Contractor; and

i.) if the Contractor is a partnership, the withdrawal or change, whether voluntary, involuntary or by operation of law, of the partners, or transfer of

vi.) such other information as the County may reasonably require.

d. The County agrees that any request for its consent to a Permitted Transfer shall be granted, provided that the transfer does not violate any provision of the Contract, and the transferee has not been convicted of a criminal offense as described under Article II of Chapter 143 of the Suffolk County Code. The County shall grant or deny its consent to any request of a Permitted Transfer within twenty (20) days after delivery to the County of the Transfer Notice, in accordance with the provisions of Paragraph 24 of Article III of the Contract. If the County shall not give written notice to the Contractor denying its consent to such Permitted Transfer (and setting forth the basis for such denial in reasonable detail) within such twenty (20)-day period, then the County shall be deemed to have granted its consent to such Permitted Transfer.

e. Notwithstanding the County's consent,
i.) the terms and conditions of the Contract shall in no way be deemed to have been waived or modified; and
ii.) such consent shall not be deemed consent to any further transfers.

18. No Intended Third Party Beneficiaries

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

19. Certification as to Relationships

The Contractor certifies under penalties of perjury that, other than through the funds provided in the Contract and other valid agreements with the County, there is no known spouse, life partner, business, commercial, economic, or financial relationship with the County or its elected officials. The Contractor also certifies that there is no relationship within the third degree of consanguinity, between the Contractor, any of its partners, members, directors, or shareholders owning five (5%) percent or more of the Contractor, and the County.

20. Publications and Publicity

a. The Contractor shall not issue or publish any book, article, report, or other publication related to the Services without first obtaining written prior approval from the County. After approval in writing is obtained, all 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 Contractor shall not issue press releases or any other information to the media, in any form, concerning the Services, without obtaining prior written approval from the County.

21. Copyrights and Patents

a. Copyrights

If the work of the Contractor 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 to itself, and the Contractor hereby gives to the County, and to any other person 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 makes any discovery or invention during the Term, as a result of work performed under the Contract, the Contractor may apply for and secure for itself patent protection. However, the County reserves to itself, and the Contractor hereby gives to the County, and to any other person designated by the County, a royalty-free, nonexclusive license to produce or otherwise use any item so discovered or patented.

22. Arrears to County

Contractor warrants that, except as may otherwise be authorized by agreement, it is not in arrears to the County upon any debt, contract, or any other lawful obligation, and is not in default to the County as surety.

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

In the event that the Contract 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 Article entitled "Suffolk County Legislative Requirements," the Contractor shall maintain the documentation mandated to be kept by this law on the construction site at all times. Employee sign-in sheets and register/log books shall be kept on the construction site at

all times and all covered employees, as defined in the law, shall be required to sign such sign-in sheets/register/log books to indicate their presence on the construction site during such working hours.

24. Notice

Unless otherwise expressly provided, all notices shall be in writing and shall be deemed sufficiently given if sent by regular first class mail and certified mail, or personally delivered during business hours as follows: 1.) to the Contractor at the address on page 1 of the Contract and 2.) to the County at the Department, or as to either of the foregoing, to such other address as the addressee shall have indicated by prior written notice to the addressor. All notices received by the Contractor relating to a legal claim shall be immediately sent to the Department and also to the County Attorney at H. Lee Dennison Building, 100 Veterans Memorial Highway, P.O. Box 6100, (Sixth Floor), Hauppauge, New York, 11788-0099.

End of Text for Article III

Article IV

Suffolk County Legislative Requirements

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

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of section A5-7 of Article V of the Suffolk County Code.

Unless certified by an officer of the Contractor as being exempt from the requirements of section A5-7 of Article V of the Suffolk County Code, the Contractor represents and warrants that it has filed with the Comptroller 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 Comptroller on or before the 31st day of January in each year of the Contract'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 the Contract, 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 Contract.

Required Form:

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

2. Living Wage Law

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Chapter 347, of the Suffolk County Code.

This Contract 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 the Contract and to seek other remedies as set forth therein, for violations of this 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

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Chapter 466 of the Suffolk County Code.

County Contractors (as defined by section 466-2) shall comply with all requirements of Chapter 466 of the Suffolk County Code, 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. 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 the Services are performed on County property, the Contractor must adopt a reasonable access agreement, a neutrality agreement, fair communication agreement, non-intimidation agreement, and a majority authorization card agreement.

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

Under the provisions of Chapter 466, the County shall have the authority, under appropriate circumstances, to terminate the Contract 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

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Chapter 234 of the Suffolk County Code.

This Contract is subject to the Lawful Hiring of Employees Law of the County of Suffolk. 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 the Contract.

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

The documentation mandated to be kept by this law shall at all times be kept on site. 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.

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**

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Chapter 386 of the Suffolk County Code.

The Contractor represents and warrants that it has not offered or given any gratuity to any official, employee or agent of the County or the 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.

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

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of sections A4-13 and A4-14 of Article IV of the Suffolk County Code.

The Contractor represents that it is in compliance with sections A4-13 and A4-14 of Article IV of the Suffolk County Code. 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**

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Article IV of Chapter 577 of the Suffolk County Code.

The Contractor shall comply with Article IV of Chapter 577, 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 the Contract with regard to child sexual abuse reporting policy.

8. **Non Responsible Bidder**

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Article II of Chapter 143 of the Suffolk County Code.

Upon signing the Contract, the Contractor certifies that it has 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."

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

Suffolk County Local Laws, Rules and Regulations can be accessed on the Suffolk County website by following the County's Ez link to the Laws of Suffolk County.

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

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of section 590-3 of Article III of Chapter 590 of the Suffolk County Code.

The Contractor shall not use any of the moneys, in part or in whole, and either directly or indirectly, received under the Contract in connection with the prosecution of any civil action against the County in any jurisdiction or any judicial or administrative forum.

10. **Youth Sports**

It shall be the duty of the Contractor to read, become familiar with, and comply with Article III of Chapter 419 of the Suffolk County Code.

All contract agencies that conduct youth sports programs are required to develop and maintain a written plan or policy addressing incidents of possible or actual concussion or other head injuries among sports program participants. Such plan or policy must be submitted prior to the award of a County contract, grant or funding. Receipt of such plan or policy by the County does not represent approval or endorsement of any such plan or policy, nor shall the County be subject to any liability in connection with any such plan or policy.

11. **Work Experience Participation**

If the Contractor is a not-for-profit or governmental agency or institution, each of the Contractor's locations in the County at which the Services are provided shall be a work site for public-assistance clients of Suffolk County pursuant to Chapter 211 of the Suffolk County Code at all times during the Term of the Contract. 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 the Contract, the Contractor, if it is a not-for-profit or governmental agency or institution, shall enter into such MOU as soon as possible after the execution of the Contract 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 the Contract, for which the County may withhold payment, terminate the Contract or exercise such other remedies as may be appropriate in the circumstances.

End of Text for Article IV

Article V
General Fiscal Terms and Conditions

1. General Payment Terms

a. Presentation of Suffolk County Payment Voucher

In order for payment to be made by the County to the Contractor for the Services, the Contractor shall prepare and present a Suffolk County Payment Voucher, which shall be documented by sufficient, competent and evidential matter.

b. Voucher Documentation

The Suffolk County Payment Voucher shall list all information regarding the Services and other items for which expenditures have been or will be made in accordance with the Contract. Either upon execution of the Contract (for the Services already rendered and expenditures already made), or not more than thirty (30) days after the expenditures were made, and in no event after the 31st day of January following the end of each year of the Contract, the Contractor shall furnish the County with detailed documentation in support of the payment for the Services or expenditures under the Contract e.g. dates of the Service, worksite locations, activities, hours worked, pay rates and all program Budget categories. The Suffolk County Payment Voucher shall include time records, certified by the Contractor as true and accurate, of all personnel for whom expenditures are claimed during the period. Time and attendance records of a project director, if any, shall be certified by the Chairperson, President or other designated member of the Board of Directors of the Contractor. All Suffolk County Payment Vouchers must bear a signature as that term is defined pursuant to New York State General Construction Law §46 by duly authorized persons, and certification of such authorization with certified specimen signatures thereon must be filed with the County by a Contractor official empowered to sign the Contract. Disbursements made by the Contractor in accordance with the Contract and submitted for reimbursement must be documented and must comply with accounting procedures as set forth by the Suffolk County Department of Audit and Control. Documentation, including any other form(s) required by County or the Suffolk County Department of Audit and Control, shall be furnished to the County pursuant to, and as limited by, the Regulations for Accounting Procedures for Contract Agencies of the Suffolk County Department of Audit and Control. 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.

c. Payment by County

Payment by the County shall be made within thirty (30) days after approval of the Suffolk County Payment Voucher by the Comptroller.

d. Budget Modification

i.) The parties shall use the Contract Budget Modification Request form ("Budget Modification") for revisions to the Budget and Services not involving an increase to the total cost of the Contract. The Contractor shall submit to the County the Budget Modification proposed revisions for either Budget or the Services. Such request must be made in advance of incurring any expenditure for which the revision is needed.

ii.) When the County and the Contractor agree as to such revisions, the Contractor shall execute the Budget Modification form. The Contractor shall return it to the County for execution.

iii.) Upon complete execution of the Budget Modification form, the County shall return a copy to the Contractor. The revision shall not be effective until the Budget Modification is completely executed.

iv.) The Budget Modification form may be submitted only twice per calendar year and may only be submitted prior to November 15th of that year.

e. Budget and/or Services Revisions

i.) The parties shall use the Contract Budget/Services Revision Approval Form (Budget /Services Revisions) for revisions to the Budget and Services involving any change to the total cost of the Contract due to a resolution of the Legislature, changes to the County's adopted annual budget, or for any other reason necessitating revisions to the Budget or Services.

ii.) When the County and the Contractor agree as to such revisions, the Contractor shall execute the Budget/Services Revisions form. The

Contractor shall return it to the County.

fourteen (14) days.

iii.) Upon complete execution of the form by the parties, the County shall return a copy to the Contractor. The revision shall not be effective until the Budget /Services Revisions is completely executed.

f. Taxes

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

g. Final Voucher

The acceptance by the Contractor of payment of all billings made on the final approved Suffolk County Payment Voucher shall operate as and shall be a release of the County from all claims by the Contractor.

2. Subject to Appropriation of Funds

a. The Contract is subject to the amount of funds appropriated and any subsequent modifications thereof by the Legislature, and no liability shall be incurred by the County beyond the amount of funds appropriated by the Legislature for the Services.

b. If the County fails to receive Federal or State funds originally intended to pay for the Services, or to reimburse the County, in whole or in part, for payments made for the Services, the County shall have the sole and exclusive right to:

- i.) determine how to pay for the Services;
- ii.) determine future payments to the Contractor; and
- iii.) determine what amounts, if any, are reimbursable to the County by the Contractor and the terms and conditions under which such reimbursement shall be paid.

c. The County may, during the Term, impose a Budget Deficiency Plan. In the event that a Budget Deficiency Plan is imposed, the County shall promptly notify the Contractor in writing of the terms and conditions thereof, which shall be deemed incorporated in and made a part of the Contract, and the Contractor shall implement those terms and conditions in no less than

3. Personnel Salaries, Pension and Employee Benefit Plans, Rules and Procedures

a. Upon request, the Contractor shall submit to the County a current copy, certified by the Contractor as true and accurate, of its

- i.) salary scale for all positions listed in the Budget;
- ii.) personnel rules and procedures;
- iii.) pension plan and any other employee benefit plans or arrangements.

b. The Contractor shall not be entitled to reimbursement for costs under any pension or benefit plan the Comptroller deems commercially unreasonable.

c. Notwithstanding anything in this paragraph 3 of this Article V, the County shall not be limited in requesting such additional financial information it deems reasonable.

4. Accounting Procedures

a. The Contractor shall maintain accounts, books, records, documents, 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 Contract, in accordance with generally accepted accounting principles and with rules, regulations and financial directives, as may be promulgated by the Suffolk County Department of Audit and Control and the Department. The Contractor shall permit inspection and audit of such accounts, books, records, documents and other evidence by the Department and the Suffolk County Comptroller, or their representatives, as often as, in their judgment, such inspection is deemed necessary. Such right of inspection and audit as set forth in subparagraph b. below shall exist during the Term and for a period of seven (7) years after expiration or termination of the Contract.

b. The Contractor shall retain all accounts, books, records, and other documents relevant to the Contract for seven (7) years after final payment is made by the County. 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. Such access is granted notwithstanding any exemption from disclosure that may be

claimed for those records which are subject to nondisclosure agreements, trade secrets and commercial information or financial information that is privileged or confidential.

- c. The Contractor shall utilize the accrual basis of accounting and will submit all financial reports and claims based on this method of accounting during the Term.

5. Audit of Financial Statements

- a. All payments made under the Contract are subject to audit by the Comptroller pursuant to Article V of the Suffolk County Charter. The Contractor further agrees that the 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 the Contract. 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 the Contract or otherwise.
- b. The provisions of this paragraph shall survive the expiration or termination of the Contract.

6. Financial Statements and Audit Requirements

- a. Notwithstanding any other reporting or certification requirements of Federal, State, or local authorities, the Contractor shall obtain the services of an independent licensed public accountant or certified public accountant (the "Auditor") to audit its financial statements for each Contractor's "fiscal year" in which the Contractor has received, or will receive, three hundred thousand (\$300,000.00) dollars or more from the County, whether under the Contract or other agreements with the County, and shall submit a report to the County 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 may solicit requests for proposals from a number of qualified accounting firms and 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 not-for-profit, governmental or profit-making areas, as applicable; and
 - iii.) a satisfactory peer review issued within not more than three (3) 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. 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. In the event the Contractor is a not-for-profit organization or unit of local government and expends five hundred thousand (\$500,000.00) dollars or more of Federal monies, whether as a recipient expending awards received directly from Federal awarding agencies, or as a sub recipient expending Federal awards received from a pass-through entity, such as New York State or Suffolk County, during any fiscal year within which it receives funding under the Contract, 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 referred to above.
- e. The Contractor must submit to the County 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 the Executive Director of Auditing Services, Suffolk County Department of Audit and Control, H. Lee Dennison Building, 100 Veterans Memorial Highway, P. O. Box 6100, Hauppauge, New York 11788-0099, as soon as possible after the end of the Contractor's

fiscal year. The statement must 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 and other audit reports must be transmitted to the County and to the Executive Director of Auditing Services at the address set forth above. 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 year, to which the audit relates.
- g. These requirements do not preclude the County, the Comptroller, or their authorized representatives, or Federal or State auditors from auditing all records of the Contractor. Therefore, the records of the Contractor must be made available to authorized representatives of Federal, State and County government for that purpose.
- h. The provisions of this paragraph shall survive the expiration or termination of the Contract.

7. **Furniture, Fixtures, Equipment, Materials, Supplies**

a. **Purchases, Rentals or Leases Requiring Prior Approval**

Prior to placing any order to purchase, rent or lease any furniture, fixtures, or equipment valued in excess of one thousand dollars (\$1,000.00) per unit for which the Contractor will seek reimbursement from the County, 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, 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 or like new unless specifically described otherwise in the Budget.

b. **Purchase Practices/Proprietary Interest of County**

- i.) The Contractor shall follow the general practices that are designed to obtain furniture, fixtures, equipment, materials, or supplies at the most reasonable price or cost possible.
- ii.) The County reserves the right to

purchase or obtain furniture, fixtures, equipment, materials, or supplies for the Contractor in accordance with the programmatic needs of the Contract. 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 programs encompassed by the Contract and entrusted to the Contractor, shall remain in the County.

- iii.) The County shall retain a proprietary interest in all furniture, removable fixtures, equipment, materials, and supplies purchased or obtained by the Contractor and paid for or reimbursed to the Contractor pursuant to the terms of the Contract or any prior agreement between the parties.
- iv.) The Contractor shall attach labels indicating the County's proprietary interest or title in all such property.

c. **County's Right to Take Title and Possession**

Upon the termination or expiration of the Contract or any renewal thereof, the discontinuance of the business of the Contractor, the failure of the Contractor to comply with the terms of the Contract, 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 of the judgment, the County shall have the right to take title to and possession of all 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.

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 the Contract and all prior agreements between the parties, if any. Three (3) months before the expiration date of the Contract, 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 or expiration date of the Contract, the Contractor shall submit to the County six (6) copies of the same report updated to such date of the Contract, 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 expiration date, and revised, if necessary, to include any inventory changes during the last three (3) months of the Term.

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 any of the Services covered by the Contract, 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.

8. Lease or Rental Agreements

If lease payments or rental costs are included in the Budget as an item of expense reimbursable by the County, the

Contractor shall promptly submit to the County, upon request, any lease or rental agreement. If during the Term, the Contractor shall enter into a lease or rental agreement, or shall renew a lease or rental agreement, the Contractor shall, prior to the execution thereof, submit such lease or rental agreement, to the County for approval.

9. Statement of Other Contracts

Prior to the execution of the Contract, the Contractor shall submit a Statement of Other Contracts to the County, which shall be attached as an exhibit to the Contract. If the Contract is amended during the Term, or if the County exercises its option right, the Contractor shall attach a then current Statement of Other Contracts.

10. Miscellaneous Fiscal Terms and Conditions

a. Limit of County's Obligations

The maximum amount to be paid by the County is set forth on the first page of the Contract.

b. Duplicate Payment from Other Sources

Payment by the County for the Services shall not duplicate payment received by the Contractor from any other source.

c. Funding Identification

The Contractor shall promptly submit to the County upon request, a schedule for all programs funded by the County, itemizing for each such program the sums received, their source and the total program budget.

d. Outside Funding for Non-County Funded Activities

Notwithstanding the foregoing provisions of the Contract, it is the intent of the County that the terms and conditions of the Contract shall not limit the Contractor from applying for and accepting outside grant awards or from providing additional educational activities/services which may result in the Contractor incurring additional costs, as long as the following conditions are met:

i.) The County is not the Fund Source for the additional services;

ii.) Sufficient funding is available for or can be generated by the Contractor to cover the cost incurred by the Contractor to provide these additional services; and

iii.) If sufficient funding is not available or cannot be generated, the County shall

not be held liable for any of the additional costs incurred by the Contractor in furnishing such additional services.

- iv.) Prior to scheduling any such additional services on County-owned property, the Contractor shall obtain written County approval. The Contractor shall, to the County's satisfaction, submit any documentation requested by the Department reflecting the change, and identify the additional services to be provided and the source of funding that shall be utilized to cover the expenditures incurred by the Contractor in undertaking the additional services.

e. Potential Revenue

The Contractor shall actively seek and take reasonable steps to secure all potential funding from grants and contracts with other agencies for programs funded by the County.

f. Payments Contingent upon State/Federal Funding

Payments under the Contract may be subject to and contingent upon continued funding by State and/or Federal agencies. In the event payments are subject to such funding no payment shall be made until the Contractor submits documentation in the manner and form as shall be required by State and/or Federal agency. If late submission of claims precludes the County from claiming State or Federal reimbursement, such late claims by the Contractor shall not be paid by the County subject to subparagraph g. below, if, for any reason, the full amount of such funding is not made available to the County, the Contract may be terminated in whole or in part, or the amount payable to the Contractor may be reduced at the discretion of the County, provided that any such termination or reduction shall not apply to allowable costs incurred by the Contractor prior to such termination or reduction, and provided that money has been appropriated for payment of such costs.

g. Denial of Aid

If a State or Federal government agency is funding the Contract and fails to approve aid in reimbursement to the County for payments made hereunder by the County to the Contractor for expenditures made during the Term 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 state or federal government agency, and the County's obligation to the Contractor 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 under the Contract, on demand by the County, the Contractor shall reimburse the County for the amount of the balance due the County, payable to the Suffolk County Treasurer. The provisions of this subparagraph shall survive the expiration or termination of the Contract.

h. Budget

The Contractor expressly represents and agrees that the Budget lists all revenue, expenditures, personnel, personnel costs and/or all other relevant costs necessary to provide the Services.

i. Payment of Claims

Upon receipt of a Suffolk County Payment Voucher, the County, at its discretion, may pay the Contractor during the Term, in advance, an amount not to exceed one sixth (1/6) of the maximum amount to be paid by the County set forth on the first page of the Contract.

j. Payments Limited to Actual Net Expenditures

The Contractor agrees that if, for any reason whatsoever, the Contractor shall spend during the Term for the purposes set forth in the Contract an amount less than, or receive amounts more than, provided in the Budget, the total cost of the Contract shall be reduced to the net amount of actual Contractor expenditures made for such purposes. The total amount to be paid by the County shall not exceed the lesser of (i) actual net expenditures or (ii) the total cost of the Contract on the cover page and in the Budget. Upon termination or expiration of the Contract, if the Contractor's total amount of allowable expenses is less than the total amount of the payments made during the Term, the Contractor shall prepare a check payable to the Suffolk County Treasurer for the difference between the two amounts and submit such payment to the County, along with the final Suffolk County Payment Voucher.

k. Travel Costs

Reimbursement to the Contractor for travel costs shall not exceed amounts allowed to County employees.

l. Attendance at Conferences

All conferences that are partially or fully funded by the County that the Contractor's staff wishes to attend must be pre-approved, in writing, by the County and must be in compliance with Suffolk County Standard Operating Procedure A-07 and Executive Order No. 4-2004.

m. Salaries

The Contractor shall not be eligible to receive any salary reimbursement until proof of deposit or payment of all withholding and payroll taxes to the Federal/State governments has been provided to the County.

n. Salary Increases

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

End of Article V

o. Contractor Vacancies

The County shall have the right of prior approval of the Contractor's filling of any vacant position as of the date of execution of the Contract or as may thereafter become vacant, and, in the exercise of that right, the County may promulgate reasonable regulations involving filling of vacancies which shall be deemed to be incorporated by reference in, and be made part of, the Contract.

p. No Limitation On Rights

Notwithstanding anything in this Article V to the contrary, the County shall have available to it all rights and remedies under the Contract and at law and equity.

q. Comptroller's Rules and Regulations

The Contractor shall comply with the "Comptroller's Rules and Regulations for Consultant's Agreements" as promulgated by the County Department of Audit and Control and any amendments thereto during the Term. The County shall provide the Contractor with a copy of any amendments to the "Comptroller's Rules and Regulations for Consultant Agreements" during the Term.

Exhibits

- Exhibit 1** Public Disclosure **-not applicable – see cover page**
- Exhibit 2** Living Wage
- Exhibit 3** Union Certification
- Exhibit 4** Lawful Hiring
- Exhibit 5** Certification Regarding Lobbying
- Exhibit 6** Legislative Designated Funding Applications; Budget
- Exhibit 7** Budget Modification Request
- Exhibit 8** Budget/Services Revisions Approval
- Exhibit 9** Standard Operating Procedure A-07 Amendment 1
and Executive Order 4-04
- Exhibit 10** Comptroller’s Rules and Regulations for Consultant’s Agreements
- Exhibit 11** Statement of Other Contracts

EXHIBIT VI
BUDGET
Town of Riverhead

IIIB Residential Repair Program
January 1, 2011 - December 31, 2011

<u>PERSONNEL</u>	<u>\$28,551</u>
Workers	28,551
<u>TOTAL</u>	<u>28,551</u>
Less Anticipated Income	(850)
<u>NET REIMBURSABLE</u>	<u>\$27,701</u>

02.01.2011
110103

ADOPTED

TOWN OF RIVERHEAD

Resolution # 103

RESOLUTION TO PROVIDE NUNC PRO TUNC AUTHORIZATION FOR THE OFFICE OF THE TOWN ATTORNEY TO DEFEND, INSTITUTE OR APPEAR IN LEGAL ACTION BY OR AGAINST THE OWNERS OF THE PROPERTY DESCRIBED AS SCTM # 0600-85-3-72.4

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, the owners of property located on the north side of Hubbard Avenue, Riverhead NY described as SCTM #0600-85-3-72.4 filed a notice of claim and demand for an audit and refund of fees; and

WHEREAS, the Town Board, during work sessions held in June of 2010, requested and directed to the Office of the Town Attorney to review all documents related to the notice of claim and demand for audit, perform legal research and render legal opinion, and perform such other duties and functions necessary for the benefit of or protection of the Town in any of its rights; and

WHEREAS, by Resolution # 775 adopted on October 5, 2010, the Town Board completed audit of the claim and denied the claim; and

WHEREAS, the owners of the property commenced an action against the Town of Riverhead, Town Board of the Town of Riverhead and Planning Board of the Town of Riverhead challenging the Town's denial of the claim and refusal to refund fees; and

NOW, THEREFORE, BE IT RESOLVED, that pursuant to Town Law § 65, the Town Board of the Town of Riverhead hereby provides nunc pro tunc authorization as of the time when the action by Harriman Estates at Aquebogue LLC, Harriman Estates Development Corp., and owners of property described as SCTM # was commenced against the Town, Town Board of the Town of Riverhead, and Planning Board of the Town of Riverhead and directs the Office of the Town Attorney to institute, defend or appear, in this action or any such legal action/proceeding as in its judgment may be necessary for the benefit or protection of the town in any of its rights or property.

THE VOTE

Giglio Yes No

Gabrielsen Yes No

Wooten Yes No

Dunleavy Yes No

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

02.01.2011
110104

ADOPTED

TOWN OF RIVERHEAD

Resolution #104

PAYS BILLS

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

FUND NAME			01/20/11 CHECKRUN	GRAND TOTALS
ABSTRACT #11-03 January 20, 2011 (TBM 02/01/11)				
GENERAL FUND	1		1,017,741.59	1,017,741.59
POLICE ATHLETIC LEAGUE	4		20.00	20.00
WATER DISTRICT	112		173.98	173.98
COMMUNITY DEVELOPMENT AGENCY C	405		434,732.28	434,732.28
TOWN HALL CAPITAL PROJECTS	406		354,575.77	354,575.77
WATER DISTRICT CAPITAL PROJECT	412		50,000.00	50,000.00
TRUST & AGENCY	735		15,015,342.02	15,015,342.02
TOTAL ALL FUNDS			16,872,585.64	16,872,585.64

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

02.01.2011
110104

ADOPTED

TOWN OF RIVERHEAD

Resolution #104

PAYS BILLS

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

ABSTRACT #11-04 January 27, 2011 (TBM 02/01/11)					
FUND NAME			01/27/11 CHECKRUN	GRAND TOTALS	
GENERAL FUND	1		1,951,208.64	1,951,208.64	
RECREATION PROGRAM FUND	6		3,893.74	3,893.74	
NUTRITION SITE COUNCIL FUND	7		1,280.00	1,280.00	
ECONOMIC DEVELOPMENT ZONE FUND	30		4,378.36	4,378.36	
HIGHWAY FUND	111		295,997.88	295,997.88	
WATER DISTRICT	112		171,303.81	171,303.81	
RIVERHEAD SEWER DISTRICT	114		368,030.25	368,030.25	
REFUSE & GARBAGE COLLECTION DI	115		48,112.83	48,112.83	
STREET LIGHTING DISTRICT	116		63,892.11	63,892.11	
PUBLIC PARKING DISTRICT	117		5,756.17	5,756.17	
BUSINESS IMPROVEMENT DISTRICT	118		756.36	756.36	
AMBULANCE DISTRICT	120		11,265.28	11,265.28	
EAST CREEK DOCKING FACILITY FU	122		325.48	325.48	
CALVERTON SEWER DISTRICT	124		8,171.40	8,171.40	
RIVERHEAD SCAVANGER WASTE DIST	128		46,448.97	46,448.97	
WORKERS' COMPENSATION FUND	173		59,500.72	59,500.72	
RISK RETENTION FUND	175		489	489	
CDBG CONSORTIUM ACOUNT	181		669.75	669.75	
GENERAL FUND DEBT SERVICE	384		220,885.91	220,885.91	
COMMUNITY DEVELOPMENT AGENCY C	405		48,788.06	48,788.06	
TOWN HALL CAPITAL PROJECTS	406		1,308.50	1,308.50	
WATER DISTRICT CAPITAL PROJECT	412		11,550.00	11,550.00	
TRUST & AGENCY	735		3,985,678.03	3,985,678.03	
CALVERTON PARK - C.D.A.	914		1,938.12	1,938.12	
TOTAL ALL FUNDS			7,311,629.37	7,311,629.37	

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted