

PUBLIC COMMENT ON ANY CDA RESOLUTION LISTED BELOW:

CDA
#14-2008 Community Development Budget Adjustment

CDA
#15-2008 Appoints Committee Members as Required by the Public Authorities Accountability Act of 2005

PUBLIC COMMENT ON ANY REGULAR TOWN BOARD RESOLUTION LISTED BELOW:

- Res. #352 Scavenger Waste Budget Adjustment
- Res. #353 Accessory Apartment Review Board Budget Adoption
- Res. #354 EPCAL Sewer Improvement Project Budget Adjustment
- Res. #355 Biosolids Reuse Program Feasibility Study Capital Project
- Res. #356 2008 Stotzky Park Capital Improvement Project
- Res. #357 Recreation Program Budget Adjustment
- Res. #358 2008 Sound Avenue Road Improvement Project Budget Adjustment
- Res. #359 2008 Wading River Beach Capital Improvement Project Budget Adjustment
- Res. #360 2008 Recreation Parks Capital Improvement Project Budget Adjustment
- Res. #361 Awards Bid Removal of Liquid Sludge
- Res. #362 Order Calling Public Hearing Riverhead Water District Lateral Water Main Baiting Hollow Club Residential Subdivision Warner Road Baiting Hollow, NY
- Res. #363 Authorizes the Town Clerk to Advertise for Bids on a Komatsu WB-156 Backhoe or Equal

- Res. #364 Authorizes Town Clerk to Publish and Post Notice of Public Hearing Special Use Permit of Dr. Gerald Weber
- Res. #365 Authorizes Town Clerk to Publish and Post Notice of Public Hearing for New York SMSA, Limited Partnership d/b/a Verizon Wireless
- Res. #366 Authorizes Town Clerk to Publish and Post Notice of Public Hearing Omnipoint Communications, Inc.
- Res. #367 Authorizes the Supervisor to Execute an Agreement with the Riverhead Business Improvement District Management Association, Inc.
- Res. #368 Appoints a Chaperone Level II to the Riverhead Recreation Department (Darlene Gray)
- Res. #369 Ratifies the Appointment of a Park Attendant II Level II to the Riverhead Recreation Department (Steven Cumberbatch)
- Res. #370 Appoints Temporary Clerks to the Tax Receiver's Office (Nicole Forlenza, Catherine Herbst)
- Res. #371 Ratifies the Appointment of a Call-In Recreation Supervisor to the Riverhead Recreation Department (Cynthia Hynds)
- Res. #372 Appoints Student Interns to the Accounting Department (William Torre, Justin Blass)
- Res. #373 Ratifies the Appointment of an Assistant Town Engineer (Christine Fetten)
- Res. #374 Appoints a Part-Time Site Plan Reviewer to the Planning Department (Bruno Semon)
- Res. #375 Appoints Pump Out Boat Operators to the Police Department
- Res. #376 Seasonal Beach Manager Level II to the Recreation Department (Elizabeth Flood)
- Res. #377 Seasonal Waterfront Coordinator Level IX to the Recreation Department (Matthew Sanders)

- Res. #378 Sets Fee for Community First Aid/CPR/AED Certifications for the Riverhead Recreation Department
- Res. #379 Sets Fee for Lifeguard, First Aid, CPR/AED and Waterfront Module Re-certifications for the Riverhead Recreation Department
- Res. #380 Awards Bid on Kawasaki 60ZV-2 Wheel Loader or Equal
- Res. #381 Approves Chapter 90 Application of Peconic Bay Medical Center
- Res. #382 Rescinds Resolution #251 of March 18, 2008 (Authorizes Town Clerk to Publish and Post a Public Notice to Consider a Local Law to Amend Chapter 108 Entitled “Zoning” of the Riverhead Town Code)
- Res. #383 Authorizes Town Clerk to Publish and Post a Public Notice for a Local Law to Consider Amendments to Chapter 108 Entitled “Zoning” of the Riverhead Town Code
- Res. #384 Adopts a Local Law Amending Chapter 108 Entitled “Zoning” of the Riverhead Town Code (Industrial C (IC) Zoning Use District – Uses)
- Res. #385 Extends Bid Contract for Annual Diesel/Generator Maintenance for the Riverhead Water District
- Res. #386 Authorizes Town Clerk to Republish & Repost Notice to Bidders for Corrosion Control Chemical
- Res. #387 Authorizes Town Clerk to Publish & Post Notice to Bidders for Water Meters & Accessory Equipment for Use by the Riverhead Water District
- Res. #388 Authorizes Town Clerk to Publish & Post Notice to Bidders for Well & Pump Emergency Service for the Water District
- Res. #389 Authorizes Town Clerk to Republish & Repost Notice to Bidders for Water Service Materials
- Res. #390 Authorizes Chief Fire Marshal to Attend Code Development Conference and Final Action Hearings

- Res. #391 Adopts a Local Law Amending Chapter 108 Entitled, “Zoning” of the Riverhead Town Code (Agriculture Protection Zoning Use District §108-22 C. Accessory Uses)
- Res. #392 Authorizes Town Clerk to Publish and Post a Public Notice for a Local Law to Consider Amendments to Chapter 86 Entitled “Rental Dwelling Units” of the Riverhead Town Code
- Res. #393 Authorizes Town Clerk to Publish and Post a Public Notice for a Local Law to Consider Amendments to Chapter 52 Entitled “Building Construction” of the Riverhead Town Code
- Res. #394 Awards Bid for East Creek Marina Improvement Dock Procurement
- Res. #395 Awards Bid for East Creek Marina Improvement Plan Phase I – Infrastructure Improvements and Dock Installation
- Res. #396 Authorizes the Release of a Bond for Culinary Arts Riverhead LLC
- Res. #397 Authorizes the Supervisor to accept a Building Permit Fee and Building Permit Renewal Fee NUNC PRO TUNC
- Res. #398 Approves Chapter 90 Application of Vail-Leavitt Music Hall, Inc. (Blues Festival)
- Res. #399 Accepts Bond of Jaral Riverhead Corp. (Holiday Inn Express Hotel)
- Res. #400 Authorizes the Supervisor to Execute an Agreement to Spend Town Highway Funds for the Repair and Improvement of Various Highways Throughout the Town
- Res. #401 Sets Sewer Rent for Mill Pond Commons Riverhead Sewer District
- Res. #402 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 (§108-278 Uses – Industrial C (IC) Zoning Use District)

- Res. #403 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 (§108-282. Uses – Rural Corridor (RLC) Zoning Use District)
- Res. #404 Approves Major Subdivision-Finn’s Landing REFUND (Schembri Homes at Mountain View Estates)
- Res. #405 Classifies Action and Declares Lead Agency on Special Permit of Gendot Associates, and Refers Petition to Planning Board
- Res. #406 Approves Chapter 90 Application of Town of Riverhead Business Improvement District (Car Show)
- Res. #407 Authorizes Legal Action Against the Owners, Tenants, Occupants and Mortgagee of the Property Located at 57 Zdunko Lane, Riverhead, New York
- Res. #408 Authorizes Legal Action Against the Owners, Tenants, Occupants and Mortgagee of the Property Located at 4062-613(A) Grumman Boulevard, Calverton, New York
- Res. #409 Authorizes Highway Superintendent to Attend Cornell Annual School for Highway Superintendents
- Res. #410 Appoints Chairman of the Accessory Apartment Review Board (Charles Funda)
- Res. #411 Establishes Location for Farmers’ Market for 2008 Season
- Res. #412 Ratifies the Submission of an Application to the U.S. EPA for Technical Assistance to Support Smart Growth Development for the Town of Riverhead
- Res. #413 Authorizes the Supervisor to Execute a Grant Agreement with Suffolk County for Funds to Conduct Structural Analysis of Grangebél Park North Dam
- Res. #414 Authorizes the Supervisor to Execute a grant Agreement with Suffolk County for Community Development Block Grant Funds

- Res. #415 Authorizes Acceptance of a U.S. Department of Agriculture Grant Funds of Up to \$80,000 to Support the Town of Riverhead Home Improvement Program
- Res. #416 Ratifies the Acceptance of Security of Rugby Recreational Group, LLC (Baiting Hollow Country Club)
- Res. #417 Authorizes the Release of Letter of Credit of Vinland Commons, LLC
- Res. #418 Authorizes the Supervisor to Execute an Agreement with Tanger Properties Limited Partnership
- Res. #419 Pays Bills

May 6, 2008

Adopted

TOWN OF RIVERHEAD

COMMUNITY DEVELOPMENT AGENCY

RESOLUTION # 14

Community Development Agency Budget Adjustment

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

BE IT RESOLVED, that the Town Board hereby authorizes the following budget adjustment to the budget adopted 10/17/06 by CDA Resolution #16 pursuant to CDA Resolution #6 dated 7/18/06 and further amended by CDA Resolution #1 dated 2/6/07 and CDA Resolution #4 dated 1/15/08 reflecting costs associated with the preparation of the GEIS and Urban Renewal Plan update by Dunn Engineering Associates/Norton Brothers-Dunn and AKRF and paid by Apollo Real Estate Investors, LP d/b/a Riverhead Renaissance, LLC.

<u>Account</u>	<u>Purpose</u>	<u>FROM:</u>	<u>TO:</u>
405.064500.421050.70058	Developer Fees	\$81,180	
405.064500.543500.70058	Planning Consultants		\$81,180

THE VOTE

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

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

5/6/08

Adopted

TOWN OF RIVERHEAD
COMMUNITY DEVELOPMENT AGENCY
RESOLUTION # 15

RESOLUTION APPOINTING COMMITTEE MEMBERS AS REQUIRED BY THE
PUBLIC AUTHORITIES ACCOUNTABILITY ACT OF 2005

COUNCILMAN DUNLEAVY

_____ offered the following resolution, which

COUNCILMAN BUCKLEY

was seconded by _____

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

WHEREAS, the PAAA requires each Board of Directors (the "Board") of a local authority to have a Governance Committee and an Audit Committee and to adopt various policies, guidelines and procedures and to take various actions;

WHEREAS, CDA Resolution #6 dated May 1, 2007 established a Governance Committee, as described in the Charter of the Governance Committee attached to CDA Resolution #6 as Attachment A, the responsibility of the members of which shall be primarily, to keep the Board informed of current best governance practices, to review corporate governance trends, to update the CDA's corporate governance principles and to advise appointing persons on the skills and experiences required of potential Board members; and

Further RESOLVED that there is hereby established an Audit Committee, as described in the Charter of the Audit Committee attached to CDA Resolution #6 as Attachment B, the responsibility of the members of which shall be primarily to become familiar with corporate financial and accounting practices to the extent practicable, to recommend to the Board the hiring of an independent certified public accounting firm ("Independent Auditor"), to establish the compensation to be paid to the Independent Auditor and to provide direct oversight of the performance of the independent annual audit performed by the Independent Auditor; and

Further RESOLVED that each member of the Governance Committee and each member of the Audit Committee shall be "independent" as defined by the PAAA, which means that the member (for purposes of the following, an "affiliate" is any person that controls, is controlled by, or is under common control with the CDA):

- (a) is not, and in the past two years has not been, employed by the CDA or an affiliate of the CDA in an executive capacity;

- (b) is not, and in the past two years has not been, employed by an entity that received remuneration valued at more than \$15,000 for goods and services provided to the CDA or an affiliate or received any other form of financial assistance valued at more than \$15,000 from the CDA or an affiliate;
- (c) is not a relative of an executive officer or employee in an executive position of the CDA or an affiliate; and
- (d) is not, and in the past two years has not been, a lobbyist registered under a state or local law and paid by a client to influence the management decisions, contract awards, rate determinations or other similar actions of the CDA or an affiliate; and

Further RESOLVED that Barbara Blass and John Dunleavy are appointed to the Governance Committee and shall serve at the pleasure of the Board; and

Further RESOLVED that Timothy Buckley and James Wooten are appointed to the Audit Committee and shall serve at the pleasure of the Board; and

Further RESOLVED that the Town Attorney will remain as the CDA's Contracting Officer for real property dispositions; and

Further RESOLVED that the Deputy Supervisor will remain as the CDA's Contracting Officer for personal property dispositions;

RESOLVED, THAT THE Town Clerk is hereby authorized to forward a certified copy of this resolution to the New York State Office of State Controller, and notification to the Accounting Department, the Community Development Agency, and the Town Attorney.

THE VOTE

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

THE RESOLUTION WAS ___ WAS NOT THEREFORE DULY ADOPTED

May 6, 2008

Adopted

TOWN OF RIVERHEAD

SCAVENGER WASTE

BUDGET ADJUSTMENT

RESOLUTION # 352

COUNCILMAN BUCKLEY

offered the following resolution,

which was seconded by COUNCILMAN WOOTEN

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

		<u>FROM</u>	<u>TO</u>
128.000000.390599	Appropriated Fund Balance	\$ 23,500	
128.081890.524900	Generator Equipment/Maintenance		\$ 23,500

THE VOTE

Wooten Yes No

Buckley Yes No

Dunleavy Yes No

Blass Yes No

Cardinale Yes No

MAY 6, 2008

Adopted

TOWN OF RIVERHEAD

ACCESSORY APARTMENT REVIEW BOARD

BUDGET ADOPTION

RESOLUTION # 353

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

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

		<u>FROM</u>	<u>TO</u>
001.031560.422055	Accessory Apartment Fees	22,000	
001.036210.511500	Personal Services		17,000
001.036210.542100	Office Expense		5,000

THE VOTE

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

May 6, 2008

Adopted

TOWN OF RIVERHEAD

EPCAL SEWER IMPROVEMENT PROJECT

BUDGET ADJUSTMENT

RESOLUTION # 354

COUNCILWOMAN BLASS

_____ offered the following resolution,

COUNCILMAN DUNLEAVY

which was seconded by _____.

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

	<u>FROM</u>	<u>TO</u>
406.081300.523012.20017 Sewer Mains	17,900	
406.081300.543504.20017 Professional Svcs – Engineering		17,900

THE VOTE

Wooten Yes No

Buckley Yes No

Dunleavy Yes No

Blass Yes No

Cardinale Yes No

May 6, 2008

TOWN OF RIVERHEAD

BIOSOLIDS REUSE PROGRAM FEASIBILITY STUDY
CAPITAL PROJECT

BUDGET ADJUSTMENT

RESOLUTION # 355

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

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

		<u>FROM</u>	<u>TO</u>
114.081300.547504	Sanitation Disposal - Sewer	17,500	
128.081890.547504	Sanitation Disposal – Scavenger Waste	17,500	
406.081300.543504.80076	Professional Svcs – Engineering		35,000

THE VOTE

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

MAY 6, 2008

Tabled

TOWN OF RIVERHEAD

2008 STOTZKY PARK
CAPITAL IMP PROJECT

BUDGET ADOPTION

RESOLUTION # 356

COUNCILMAN BUCKLEY

offered the following resolution,

which was seconded by COUNCILMAN WOOTEN

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

		<u>FROM</u>	<u>TO</u>
406.095031.481900.70803	Special Trust Transfers	311,000	
406.071100.523020.70803	Fence Installation Improvement		210,000
406.071100.523028.70803	Tennis Court Improvement		101,000

THE VOTE

Wooten Yes No

Buckley Yes No

Dunleavy Yes No

Blass Yes No

Cardinale Yes No

May 6, 2008

Adopted

TOWN OF RIVERHEAD

RECREATION PROGRAM

BUDGET ADJUSTMENT

RESOLUTION # 357

COUNCILMAN WOOTEN

offered the following resolution,

which was seconded by COUNCILWOMAN BLASS

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

		<u>FROM</u>	<u>TO</u>
006.076205.542200	Food Supplies	1,900	
006.076203.542000	Arts and Crafts Supplies	1,464	
006.076201.542000	Dance Supplies	100	
006.071800.518607	Beach Attendants	2,411	
006.076202.542000	Exercise Equipment	500	
006.073100.543405	Travel Expenses	3,713	
006.076200.542600	Printing		10,088

THE VOTE

Wooten Yes No

Buckley Yes No

Dunleavy Yes No

Blass Yes No

Cardinale Yes No

MAY 6, 2008

Adopted

TOWN OF RIVERHEAD

2008 SOUND AVE ROAD IMP PROJECT

BUDGET ADOPTION

RESOLUTION # 358

COUNCILWOMAN BLASS

offered the following resolution,

COUNCILMAN DUNLEAVY

which was seconded by _____.

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

		<u>FROM</u>	<u>TO</u>
451.053589.492500.45106	CHIPS	175,000	
451.051100.523030.45106	CHIPS – ROAD RECONSTRUCTION IMP		173,000
451.051100.523008.45106	DRAINAGE CONSTRUCTION		2,000

THE VOTE

Wooten Yes No

Buckley Yes No

Dunleavy Yes No

Blass Yes No

Cardinale Yes No

May 6, 2008

Adopted

TOWN OF RIVERHEAD

2008 WADING RIVER BEACH
CAPITAL IMPROVEMENT PROJECT

BUDGET ADJUSTMENT

RESOLUTION # 359

COUNCILMAN DUNLEAVY

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

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

		<u>FROM</u>	<u>TO</u>
406.095031.481900.70802	Special Trust Transfers	45,100	
406.071100.523011.70802	Construction for New Playground		45,100

THE VOTE

Wooten Yes No

Buckley Yes No

Dunleavy Yes No

Blass Yes No

Cardinale Yes No

May 6, 2008

Adopted

TOWN OF RIVERHEAD

2008 RECREATION PARKS
CAPITAL IMPROVEMENT PROJECT

BUDGET ADJUSTMENT

RESOLUTION # 360

COUNCILMAN BUCKLEY

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

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

		<u>FROM</u>	<u>TO</u>
406.095031.481900.70800	Special Trust Transfers	68,700	
406.071100.523011.70800	Horton Ave – Playground		30,520
406.071100.523012.70800	Unity Park – Playground		38,180

THE VOTE

Wooten Yes No Buckley Yes No

Dunleavy Yes No Blass Yes No

Cardinale Yes No

resolution to the above named contractor, Frank A. Isler, Esq., Riverhead Sewer District, Riverhead Scavenger Waste District and the Accounting Department, and be it further

RESOLVED, that the Town Clerk is hereby authorized to return to all the unsuccessful original bidders their respective bid security, and be it further

RESOLVED, that upon completion of fully executed contracts and the filing of said contract with the Town Clerk, the Town Clerk is hereby authorized to release to the successful bidder the bidder's bid security.

THIS RESOLUTION PREPARED BY FRANK A. ISLER FOR THE RIVERHEAD SEWER DISTRICT AND RIVERHEAD SCAVENGER WASTE DISTRICT

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

5/6/08

Adopted

TOWN OF RIVERHEAD

ORDER CALLING PUBLIC HEARING
RIVERHEAD WATER DISTRICT
LATERAL WATER MAIN
BAITING HOLLOW CLUB RESIDENTIAL SUBDIVISION
WARNER ROAD
BAITING HOLLOW, NY

RESOLUTION # 362
Adopted _____

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

WHEREAS, by report dated September 1, 2007 and revised April 1, 2008, H2M, consulting engineers to the Riverhead Water District, did prepare a report detailing the necessary measures and costs associated with extending the lateral water mains to the proposed Baiting Hollow Club subdivision located along the west side of Warner Road of Baiting Hollow, New York, and

WHEREAS, this proposed development will consist of the construction of 30 single family dwellings to be accessed via two new roadways to be dedicated to the Town of which Lot No. 1 will be accessed via Warner Road and is considered an agricultural lot in which the developer will not construct a new home. Although this lot will not be built on as part of this project, it is a buildable lot and the future construction of a single family dwelling is allowable, and

WHEREAS, approximately 3,500 feet of 6 inch and 8 inch water main will be required to be installed to provide service to this development, and

WHEREAS, the applicant's cost of the above improvements is estimated to be \$243,500, with the entire cost of this project to be borne by the developer and prepaid by the applicant before a competitive bid is awarded. If, after public hearing and bidding the cost increases above the amount set forth herein, the Riverhead Town Board as governing body of the Riverhead Water District may amend the final order to reflect such cost increase to be solely borne by the developer at no cost to the district. In such event, the scope of work shall be the same as set forth herein, and

WHEREAS, in addition to the construction costs key money in the amount of \$6,052 per single family dwelling for a total cost of \$181,560 shall be levied in order to cover the cost of constructing capital improvement facilities, and

WHEREAS, it is necessary for the Town Board to hold a public hearing to hear all persons wishing to be heard with regard to the proposed lateral water main of the Riverhead Water District as described above,

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board will hold a public hearing on the 3rd day of June, 2008, at 2:35 p.m. at the Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, to hear all interested persons with regard to the proposed lateral water main of Baiting Hollow Club Subdivision, and

BE IT FURTHER RESOLVED, that the Town Clerk be and is hereby authorized to publish and post a copy of this resolution in full in the May 22, 2008, edition of The News Review, and

BE IT FURTHER RESOLVED, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to Gary Pendzick, Frank Isler, Esq., the applicant, and H2M.

BY ORDER OF THE RIVERHEAD
TOWN BOARD
BARBARA GRATTAN
TOWN CLERK

Dated: May 6, 2007
Riverhead, NY 11901

RESOLUTION PREPARED BY FRANK A. ISLER FOR THE RIVERHEAD WATER DISTRICT

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

Adopted

TB 5/6/2008

TOWN OF RIVERHEAD

RESOLUTION # 363

AUTHORIZES THE TOWN CLERK TO ADVERTISE FOR BIDS ON A KOMATSU WB-156 BACKHOE OR EQUAL

COUNCILMAN DUNLEAVY OFFERED THE FOLLOWING

RESOLUTION WHICH WAS SECONDED BY COUNCILMAN BUCKLEY

RESOLVED, that the Town Clerk of the Town of Riverhead be and is hereby authorized to advertise for sealed bids for the purchase of a KOMATSU WB-156 BACKHOE 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 11:15 A.M. on May 27, 2008, AND BE IT FURTHER,

RESOLVED, that the Town Clerk of the Town of Riverhead be and is hereby authorized to open publicly and read aloud on May 27, 2008 at 11:15 A.M. at the Town Clerk's office, Town Hall, 200 Howell Avenue, Riverhead, New York, all sealed bids bearing the designation "BID ON a KOMATSU WB-156 OR EQUAL".

DUNLEAVY YES ___ NO WOOTEN YES ___ NO
BLASS YES ___ NO BUCKLEY YES ___ NO
CARDINALE YES ___ NO
THIS RESOLUTION IS ___ IS NOT

DECLARED DULY ADOPTED

Z: SUE- HIGHWAY

NOTICE TO BIDDERS

Sealed bids for the purchase of a **"KOMATSU-WB156 BACKHOE 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 11:15 A.M. on May 27, 2008.

Instructions for bidders, specifications and forms may be obtained on line at www.riverheadli.com or 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 KOMATSU WB-156 BACKHOE or EQUAL**"** and addressed to: TOWN CLERK, TOWN OF RIVERHEAD, 200 HOWELL AVENUE, RIVERHEAD, NEW YORK 11901.

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

TOWN OF RIVERHEAD

Resolution # 364

Adopted

**Authorizes Town Clerk to Publish and Post Notice of Public Hearing
Special Use Permit of Dr. Gerald Weber**

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

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

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

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

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

THEREFORE BE IT

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

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

**TOWN OF RIVERHEAD
NOTICE OF PUBLIC HEARING**

PLEASE TAKE NOTICE that a public hearing will be held before the Town Board of the Town of Riverhead at the Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, on the 17th Day of June, 2008 at 7:15 o'clock pm, to consider the special use permit of Dr. Gerald Weber to allow the conversion and use of an existing single family residence as a professional office on real property located at Main Road, Jamesport, New York; such property more particularly described as Suffolk County Tax Lot Number 0600-68-4-28.

Dated: Riverhead, New York

Date: May 6, 2008

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

TOWN OF RIVERHEAD

Resolution # 365

Adopted

Authorizes Town Clerk to Publish and Post Notice of Public Hearing For New York SMSA, Limited Partnership d/b/a Verizon Wireless

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

WHEREAS, the Riverhead Town Board is in receipt of a special permit petition from New York SMSA, Limited Partnership d/b/a Verizon Wireless pursuant to Article XXVIA and Article XLI, Section 108-216A of the Town Code to attach twelve nine wireless panel antennas in three arrays onto an existing hotel and to locate associated equipment in the building's basement and on the site's periphery on a 2.03 acre parcel zoned Business Center (BC); such property more particularly described as SCTM 0600-119-1-9.4, and

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

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

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

THEREFORE BE IT

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

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

**TOWN OF RIVERHEAD
NOTICE OF PUBLIC HEARING**

PLEASE TAKE NOTICE that a public hearing will be held before the Town Board of the Town of Riverhead at the Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, on the 17th Day of June, 2008 at 7:10 o'clock pm, to consider the special permit petition of New York SMSA, Limited Partnership d/b/a Verizon Wireless to attach twelve nine wireless panel antennas in three arrays onto an existing hotel and to locate associated equipment in the building's basement located at Old Country Road, Riverhead, New York; such real property more particularly described as Suffolk County Tax Map Number 0600-119-1-9.4.

Dated: Riverhead, New York

Date: May 6 2008

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

TOWN OF RIVERHEAD

Resolution # 366

Adopted

**Authorizes Town Clerk to Publish and Post Notice of Public Hearing
Omnipoint Communications, Inc.)**

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

WHEREAS, the Riverhead Town Board is in receipt of a special permit petition sought by Omnipoint Communications, Inc. to allow the construction of nine (9) wireless panel antennae and associated equipment cabinets upon an existing sign pylon located at Route 58, Riverhead, New York; such real property more particularly described as Suffolk County Tax Map Number 0600-118-3-4, and

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

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

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

THEREFORE BE IT

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

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

**TOWN OF RIVERHEAD
NOTICE OF PUBLIC HEARING**

PLEASE TAKE NOTICE that a public hearing will be held before the Town Board of the Town of Riverhead at the Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, on the 17th Day of June, 2008 at 7:05 o'clock pm, to consider the special permit petition of Omnipoint Communications, Inc. to allow the construction of nine (9) wireless panel antennae and associated equipment cabinets upon an existing sign pylon located at Route 58, Riverhead, New York; such real property more particularly described as Suffolk County Tax Map Number 0600-118-3-4.

Dated: Riverhead, New York

Date: May 6 2008

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

5/6/08

Adopted

TOWN OF RIVERHEAD

RESOLUTION # 367

AUTHORIZES THE SUPERVISOR TO EXECUTE AN AGREEMENT WITH THE RIVERHEAD BUSINESS IMPROVEMENT DISTRICT MANAGEMENT ASSOCIATION, INC.

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

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

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

WHEREAS, the Town of Riverhead wishes to authorize the Riverhead Business Improvement District Management Association, Inc., to continue to administer the Riverhead Business Improvement District.

NOW THEREFORE BE IT RESOLVED, that the Supervisor is hereby authorized to execute an Agreement on behalf of the Riverhead Business Improvement District with the Riverhead Business Improvement District Management Association, Inc., regarding administrative services for the benefit of Riverhead Business Improvement District; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a certified copy of this Resolution to: the Office of the Supervisor; the Accounting Department; Riverhead Business Improvement District Management Association, Inc., 21 West Second Street, Riverhead, New York, 11901 and the Office of the Town Attorney.

THE VOTE

Buckley yes no Wooten yes no 5 yes

Dunleavy yes no Blass yes no

Cardinale yes no

THE RESOLUTION WAS WAS NOT THEREFORE DULY ADOPTED

THE VOTE

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

Cardinale Yes No

The Resolution Was Was Not
Thereupon Duly Declared Adopted

Agreement

-made between-

TOWN OF RIVERHEAD
(Business Improvement District)

-and-

RIVERHEAD BUSINESS IMPROVEMENT DISTRICT
MANAGEMENT ASSOCIATION, INC.

This Agreement, made the day of May 2008, between the Town of Riverhead Business Improvement District ("District"), with principal offices located at 200 Howell Avenue, Riverhead, New York, 11901 and the Riverhead Business Improvement District Management Association, Inc. ("BIDMA"), a not-for-profit corporation organized under the laws of the State of New York, having its principal offices at 21 West Second Street, Riverhead, New York, 11901.

WHEREAS, the parties hereto entered into an Agreement dated December 21, 1999, wherein the Town of Riverhead and the BIDMA agreed that the BIDMA would provide the administrative services necessary to carry out the Business Improvement District Plan; and

WHEREAS, the parties hereto wish to enter into a new Agreement;

Now, therefore, the parties mutually agree that:

1. The BIDMA shall act as administrator of the Business Improvement District. BIDMA shall provide all administrative services necessary to carry out the District Plan as adopted by the Town of Riverhead pursuant to Local Law #222 of 1991. Administrative services as specified herein include but are not limited to payment of employee salaries and the associated payroll expenses, and the purchase of incidental office supplies.
2. In consideration of the foregoing, the Business Improvement District shall make payments to the BIDMA in the following schedule of monthly amounts included herein, subject to the terms and conditions enumerated herein.

3. The BIDMA agrees that the purchase of incidental supplies in carrying out its obligations under this contract shall be made in accordance with the Town's procurement policy as may be amended from time to time.
4. The BIDMA agrees that funds transferred to it by the Town, together with any interest earned and realized thereon by the BIDMA, shall not be used for any purpose other than those enumerated in the District Plan, and further agrees to maintain and, upon request, make available to the Town's Financial Administrator and/or Chief Fiscal Officer its accounting, financial, and other records regarding the funds received from and the services performed on behalf of the District in a timely manner.
5. The BIDMA agrees to account for the expenditure of funds and to furnish verified accounts of any disbursements made hereunder, together with certified or verified invoices attached thereto, at such times and in such form and detail as may be required by the Town's Financial Administrator and/or Chief Fiscal Officer. The BIDMA further agrees to furnish the Town's Financial Administrator and/or Chief Fiscal Officer a final accounting of the BIDMA's disbursements hereunder within one hundred twenty (120) days after the close of the BIDMA's fiscal year (December 31, 2008). The BIDMA agrees to fulfill its obligations to any governmental agency governing a not-for-profit corporation and to furnish the Town's Financial Administrator and/or Chief Fiscal Officer with a copy of any of its findings.
6. The parties hereby agree that any special events, defined as events that occur on a one-time or occasional basis, sponsored or co-sponsored by the District and administered by the BIDMA on behalf of the District shall be insured by the Town of Riverhead and a final accounting of said event and proceeds from said special event shall be delivered to the Town's Financial Administrator within sixty (60) days of the close of said special event. Any events sponsored by the BIDMA for the benefit of the BIDMA or its members shall be insured by the BIDMA and which shall name the Town of Riverhead as an additional insured.
7. This Agreement may not be assigned by the BIDMA without the express written consent of the Town of Riverhead Business Improvement District.
8. The schedule of payments to the BIDMA from the Town of Riverhead Business Improvement District regarding administrative services shall be

\$4,548.75 per month from January, 2008 through December, 2008, with five months payable upon execution of this Agreement.

9. This Agreement shall expire on December 31, 2008, and shall not be renewed except upon the written consent of all parties.

IN WITNESS WHEREOF, this Agreement has been duly executed by the respective parties on the date last written herein.

RIVERHEAD BUSINESS IMPROVEMENT DISTRICT
MANAGEMENT ASSOCIATION, INC.

By: Bill London, President

Dated

TOWN OF RIVERHEAD
BUSINESS IMPROVEMENT DISTRICT

By: Phil Cardinale, Supervisor

Dated

5/6/2008

TOWN OF RIVERHEAD

Adopted

Resolution # 368

APPOINTS A CHAPERONE LEVEL II
TO THE RIVERHEAD RECREATION DEPARTMENT

COUNCILMAN BUCKLEY offered the following resolution,

which was seconded by COUNCILMAN WOOTEN

RESOLVED, that Darlene Gray is hereby appointed to serve as a call-in Chaperone Level II effective May 7, 2008 at the rate of \$9.35 per hour, and to serve at the pleasure of the Town Board; and

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

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

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

1

THE VOTE

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

THE RESOLUTION WAS WAS NOT
THEREFORE DULY ADOPTED

¹ Rec. Kelly/ Res. Darlene Gray

5/6/08

Adopted

TOWN OF RIVERHEAD

Resolution # 369

RATIFIES THE APPOINTMENT OF A PARK ATTENDANT II LEVEL II TO THE RIVERHEAD RECREATION DEPARTMENT

COUNCILMAN WOOTEN

offered the following resolution,

which was seconded by COUNCILWOMAN BLASS

RESOLVED, that Steven Cumberbatch is hereby appointed to serve as a Park Attendant II Level II effective April 30th , 2008 to serve as needed on an at-will basis and to be paid at the rate of \$10.75 per hour, and to serve at the pleasure of the Town Board; and

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

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

BE IT FURTHER, RESOLVED, that the Town Board hereby authorizes the Town Clerk to forward this Resolution to Steven Cumberbatch.

1

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

¹ Rec. Doris/ Res Steven Cumberbatch

May 6, 2008

Adopted

TOWN OF RIVERHEAD

Resolution # 370

APPOINTS TEMPORARY CLERKS TO THE TAX RECEIVER'S OFFICE

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

WHEREAS, This Town Board recognizes that the need to provide additional clerical personnel to the Office of the Receiver of Taxes to assist in the processing of tax money.

NOW, THEREFORE, BE IT RESOLVED, that Nicole Forlenza and Catherine Herbst be and are hereby appointed as temporary clerks effective May 19, 2008 through June 21, 2008 the hourly rate of \$10.25.

BE IT FURTHER, RESOLVED, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to Nicole Forlenza, Catherine Herbst, the Accounting Department, and the Personnel Officer.

The Vote

Wooten Yes No

Buckley Yes No

Dunleavy Yes No

Blass Yes No

Cardinale Yes No

THE RESOLUTION WAS WAS NOT

THEREFORE DULY ADOPTED

5/6/08

Adopted

TOWN OF RIVERHEAD

Resolution # 371

RATIFIES THE APPOINTMENT OF A CALL-IN RECREATION SUPERVISOR TO THE RIVERHEAD RECREATION DEPARTMENT

COUNCILMAN DUNLEAVY

offered the following resolution,

which was seconded by COUNCILMAN BUCKLEY

RESOLVED, that Cynthia Hynds is hereby appointed to serve as a Call-In Recreation Supervisor effective April 21, 2008 to serve as needed on an at-will basis and to be paid at the rate of \$20.00 per hour, and to serve at the pleasure of the Town Board; and

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

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

BE IT FURTHER, RESOLVED, that the Town Board hereby authorizes the Town Clerk to forward this Resolution to Cynthia Hynds.

1

THE VOTE

Buckley yes no Wooten yes no

Dunleavy yes no Blass yes no

Cardinate yes no

THE RESOLUTION WAS WAS NOT THEREFORE DULY ADOPTED

¹ Rec. Kelly/ Res Cynthia Hynds

May 6, 2008

Adopted

TOWN OF RIVERHEAD

Resolution # 372

APPOINTS STUDENT INTERNS TO THE ACCOUNTING DEPARTMENT

COUNCILMAN BUCKLEY

offered the following

resolution, which was seconded by

COUNCILMAN WOOTEN

WHEREAS, the need for Student Interns exists in the Accounting Department, and

WHEREAS, interviews were conducted, and

WHEREAS, the recommendation of the Financial Administrator and the Personnel Officer has been received.

NOW, THEREFORE, BE IT RESOLVED, that effective May 27, 2008 through September 15, 2008 William Torre and Justin Blass are hereby appointed to the positions of Student Intern II at the hourly rate of \$10.00.

BE IT FURTHER, RESOLVED, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to William Torre, Justin Blass, the Accounting Department, and the Personnel Officer.

The Vote

Wooten ~~Yes~~ No

Buckley ~~Yes~~ No

Dunleavy ~~Yes~~ No

Blass ~~Yes~~ No

abstain

Cardinale ~~Yes~~ No

THE RESOLUTION WAS WAS NOT

THEREFORE DULY ADOPTED

May 6, 2008

TOWN OF RIVERHEAD

Adopted

Resolution # 373

RATIFIES THE APPOINTMENT OF AN ASSISTANT TOWN ENGINEER

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

WHEREAS, Christine Fetten has been serving as a provisional appointment in the position of Assistant Town Engineer, and

WHEREAS, Civil Service has established a certified list of Eligibles, list # 07-1041-297 for the position of Assistant Town Engineer, and Christine Fetten is reachable on that list.

NOW, THEREFORE, BE IT RESOLVED, that effective April 30, 2008, this Town Board hereby removes the provisional status of Christine Fetten and ratifies her appointment to the position of Assistant Town Engineer at no change in salary.

BE IT FURTHER, RESOLVED, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to Christine Fetten, the Town Engineer's Office, the Accounting Office, and the Personnel Officer.

The Vote

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

THE RESOLUTION WAS WAS NOT

THEREFORE DULY ADOPTED

May 6, 2008

TOWN OF RIVERHEAD

Adopted

Resolution # 374

APPOINTS A PART-TIME SITE PLAN REVIEWER TO THE PLANNING DEPARTMENT

COUNCILWOMAN BLASS

offered the following

resolution, which was seconded by COUNCILMAN DUNLEAVY

WHEREAS, a vacancy exists for the position of Part-Time Site Plan Reviewer in the Planning Department; and

WHEREAS, the position was duly posted for, job posting #6, advertised for, interviews conducted; and

WHEREAS, a recommendation has been received by the Personnel Committee.

NOW, THEREFORE, BE IT RESOLVED, that pursuant to a completed background investigation, the Town Board hereby appoints Bruno Semon to the position of Part-Time Site Plan Reviewer effective May 7, 2008 at the hourly rate of \$29.40.

BE IT FURTHER RESOLVED, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to Bruno Semon, the Personnel Officer, the Planning Department, and the Accounting Office.

The Vote

Wooten ~~Yes~~ No

Buckley ~~Yes~~ No

Dunleavy ~~Yes~~ No

Blass ~~Yes~~ No

Cardinale ~~Yes~~ No

THE RESOLUTION ~~X~~ WAS ___ WAS NOT

THEREFORE DULY ADOPTED

May 6, 2008

Adopted

TOWN OF RIVERHEAD

Resolution # 375

APPOINTS PUMP OUT BOAT OPERATORS TO THE POLICE DEPARTMENT

COUNCILMAN DUNLEAVY

offered the following

resolution, which was seconded by

COUNCILMAN BUCKLEY

WHEREAS, vacancies for Pump Out Boat Operators exist in the Police Department, and

WHEREAS, pursuant to a completed background investigation, the recommendation of the Chief of Police and the Personnel Officer has been received.

NOW, THEREFORE, BE IT RESOLVED, that effective May 20, 2008 through September 15, 2008, Richard Quick, William Carpenter, Sean Edenfield, and Salvatore Calandra are hereby appointed to the seasonal positions of Pump out Boat Operator at the hourly rate of \$10.00.

BE IT FURTHER, RESOLVED, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to Richard Quick, William Carpenter, Sean Edenfield, Salvatore Calandra, the Police Department, Personnel Officer and the Accounting Department..

The Vote

Wooten ~~Yes~~ No

Buckley ~~Yes~~ No

Dunleavy ~~Yes~~ No

Blass ~~Yes~~ No

Cardinale ~~Yes~~ No

THE RESOLUTION ~~X~~ WAS WAS NOT

THEREFORE DULY ADOPTED

5/6/08

Adopted

TOWN OF RIVERHEAD

Resolution # 376

APPOINTS A
SEASONAL BEACH MANAGER LEVEL II TO THE
RECREATION DEPARTMENT

COUNCILMAN BUCKLEY

offered the following resolution,

which was seconded by **COUNCILMAN WOOTEN**

RESOLVED, that Elizabeth Flood is hereby appointed as a Beach Manager Level II effective, May 15, 2008 to serve as needed on an at will basis to be paid at the rate of \$14.30 per hour, and to serve at the pleasure of the Town Board; and

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

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

BE IT FURTHER, RESOLVED, that the Town Board hereby authorizes the Town Clerk to forward a copy of this Resolution to Elizabeth Flood.

1

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

¹ Rec. Colleen: Res Liz Flood- Beach Manager 08

5/6/08

Adopted

TOWN OF RIVERHEAD

Resolution # 377

APPOINTS A SEASONAL WATERFRONT COORDINATOR LEVEL IX TO THE RECREATION DEPARTMENT

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

RESOLVED, that Matthew Sanders is hereby appointed as a Waterfront Coordinator Level IX effective, May 15, 2008 to serve as needed on an at will basis to be paid at the rate of \$18.30 per hour, and to serve at the pleasure of the Town Board; and

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

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

BE IT FURTHER, RESOLVED, that the Town Board hereby authorizes the Town Clerk to forward a copy of this Resolution to Matthew Sanders.

1

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

1 Rec. Colleen: Res Matt Sanders- Waterfront Coordinator 08

5/6/08

TOWN OF RIVERHEAD

Adopted

Resolution # 378

**SETS FEE FOR COMMUNITY FIRST AID/CPR/AED CERTIFICATIONS
FOR THE
RIVERHEAD RECREATION DEPARTMENT**

COUNCILWOMAN BLASS

offered the following resolution,

which was seconded by

COUNCILMAN DUNLEAVY

RESOLVED, that the Town Board does authorize the Recreation Department to set the following fee of \$50.00 for Community First Aid, CPR, and AED certifications for the 2008 calendar year.

BE IT FURTHER, RESOLVED, that the Town Board hereby authorizes the Town Clerk to forward this Resolution to the Recreation Department.

1

THE VOTE

Buckley yes no Wooten yes no

Dunleavy yes no Blass yes no

Cardinale yes no

THE RESOLUTION WAS WAS NOT
THEREFORE DULY ADOPTED

¹ Rec. Colleen/Resolution Sets Fees Community CPR

5/6/08

Adopted

TOWN OF RIVERHEAD

Resolution # 379

**SETS FEE FOR LIFEGUARD, FIRST AID, CPR/AED AND WATERFRONT
MODULE RECERTIFICATIONS
FOR THE
RIVERHEAD RECREATION DEPARTMENT**

COUNCILMAN DUNLEAVY

_____ offered the following resolution,

which was seconded by COUNCILMAN BUCKLEY

RESOLVED, that the Town Board does authorize the Recreation Department to set the following fee of \$30.00 for Lifeguard, First Aid, CPR/AED and Waterfront Module recertifications for the 2008 calendar year

BE IT FURTHER, RESOLVED, that the Town Board hereby authorizes the Town Clerk to forward this Resolution to the Recreation Department.

1

THE VOTE

Buckley yes no Wooten yes no

Dunleavy yes no Blass yes no

Cardinale yes no

THE RESOLUTION WAS WAS NOT
THEREFORE DULY ADOPTED

¹ Rec. Colleen/Resolution Sets Fees Recerts

Adopted

TOWN OF RIVERHEAD

Resolution # 380

AWARDS BID ON KAWASAKI 60ZV-2 WHEEL LOADER OR EQUAL

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

WHEREAS, the Town Clerk was authorized to advertise for sealed bids on a Kawasaki 60ZV-2 Wheel Loader or Equal for the use of the Riverhead Highway Department, and

WHEREAS, all bids were received and read aloud on the 21st of April at 11:00 A.M. at the Town Hall, 200 Howell Avenue, Riverhead, New York the date, time and place given in the Notice to Bidders, and

WHEREAS, two bids were received,

NOW, THEREFORE, BE IT

RESOLVED, that the bid for the Kawasaki 60ZV-2 Wheel Loader be and is hereby awarded to ALL ISLAND EQUIPMENTCORP., 39 Jersey Street, West Babylon, New York 11704 in the amount of \$95,400.00 with trade-in , and

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

DUNLEAVY YES ___ NO BUCKLEY YES ___ NO

BLASS YES ___ NO WOOTEN YES ___ NO

CARDINALE YES ___ NO

THIS RESOLUTION IS ___ IS NOT DECLARED DULY ADOPTED

Office of The Town CLERK
Barbara Grattan, Town Clerk

Registrar of Vital Statistics

Records Management Officer

Marriage Officer

MEMO

Supervisor Cardinale, Councilwoman Blass, Councilmen
Dunleavy, Buckley, Wooten, Geo Woodson

DATE: April 21, 2008

SUBJECT: Bid Opening

Kawasaki 60ZV-2 Wheel Loader or Equal
Opened: 04/21/08 @11:00 am
(Two Bids Were Received)

1. All Island Equipment Corp, Offer for 1990 Dresser 520,S/N 6114 with 4in1 bucket	\$107,900.00
	12,500.00
Total Price	\$ 95,400.00
2. Hoffman Trade Value Dresser 520	\$103,500.00
	3,500.00

5/6/08

Adopted

TOWN OF RIVERHEAD

Resolution # 381

APPROVES CHAPTER 90 APPLICATION OF PECONIC BAY MEDICAL CENTER

COUNCILMAN WOOTEAL offered the following resolution, was seconded by

COUNCILWOMAN BLASS :

WHEREAS, on March 28, 2008, Peconic Bay Medical Center, formerly known as Central Suffolk Hospital, had submitted a Chapter 90 Application for the purpose of conducting their 15th Annual East End Garden Festival and Plant Sale to be held in the Suffolk Life Newspaper parking lot located at 1461 Route 58, Riverhead, New York, on Thursday, May 8th, 2008 through Sunday, May 11th, 2008 between the hours of 9:00 a.m. and 6:00 p.m.; and

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

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

WHEREAS, Suffolk Life Newspapers has given written consent to hold this event on their property; and

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

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

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

RESOLVED that the Chapter 90 Application of Peconic Bay Medical Center for the purpose of conducting their 15th Annual East End Garden Festival and Plant Sale to be held in the Suffolk Life Newspaper parking lot located at 1461 Route 58, Riverhead, New York, on Thursday, May 8th, 2008 through Sunday, May 11th, 2008 between the hours of 9:00 a.m. and 6:00 p.m. is hereby approved; and be it further

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

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

RESOLVED, that a fire safety inspection by the Town Fire Marshal is required prior to the opening of this event to the public. The Riverhead Fire Marshal shall be contacted no later than *May 2, 2008* at (631) 727-3200 extension 601, for the purpose of arranging the "pre-opening" inspection appointment; and be it further

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

THE VOTE

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

THE RESOLUTION WAS WAS NOT
THEREFORE DULY ADOPTED

5/6/08

Adopted

TOWN OF RIVERHEAD

Resolution # 382

RESCINDS RESOLUTION #251 OF March 18, 2008
(AUTHORIZES TOWN CLERK TO PUBLISH AND POST A PUBLIC
NOTICE TO CONSIDER A LOCAL LAW TO AMEND CHAPTER 108
ENTITLED "ZONING" OF THE RIVERHEAD TOWN CODE)

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

WHEREAS, pursuant to Resolution #251 adopted by the Riverhead Town Board on March 18, 2008, the Town Clerk was authorized to publish and post a public notice to consider a local law to amend Chapter 108 entitled "Zoning", §108-3 entitled "Definitions" of the Riverhead Town Code in the March 27, 2008 issue of the News Review; and

WHEREAS, a public hearing was held on April 15, 2008 at 7:15 p.m. at Riverhead Town Hall to consider the amendment to Chapter 108 of the Riverhead Town Code; and

WHEREAS, it has been determined that there are additional changes to be made in the contents of the revisions to Chapter 108 as proposed in Resolution No. 251 before a resolution can be adopted by the Town Board.

NOW THEREFORE BE IT HEREBY RESOLVED, that the Town Board of the Town of Riverhead hereby rescinds Resolution #251 of March 18, 2008; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to the members of the Town Board of the Town of Riverhead, Highway Department, Director of Personnel, Office of the Town Attorney and the Town Clerk.

WOOTEN YES ___ NO BUCKLEY YES ___ NO
DUNLEAVY YES ___ NO BLASS YES ___ NO
CARDINALE YES ___ NO

THIS RESOLUTION IS ___ IS NOT
DECLARED DULY ADOPTED

TOWN OF RIVERHEAD

Adopted

Resolution # 383

AUTHORIZES TOWN CLERK TO PUBLISH AND POST A PUBLIC NOTICE FOR A LOCAL LAW TO CONSIDER AMENDMENTS TO CHAPTER 108 ENTITLED "ZONING" OF THE RIVERHEAD TOWN CODE

COUNCILWOMAN BLASS offered the following resolution, was seconded by

COUNCILMAN DUNLEAVY :

RESOLVED, that the Town Clerk be and is hereby authorized to publish the attached public notice once in the May 5, 2008 issue of the News Review, the newspaper hereby designated as the official newspaper for this purpose, and also to cause a copy of the proposed local law amending Chapter 108 entitled "Zoning", §108-3 entitled "Definitions; word usage", to be posted on the sign board of the Town, and be it further

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

THE VOTE

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

THE RESOLUTION WAS WAS NOT
THEREFORE DULY ADOPTED

**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 3rd day of June, 2008 at 2:20 o'clock p.m. to consider a local law amending Chapter 108 entitled "Zoning", §108-3 entitled "Definitions; word usage", of the Riverhead Town Code as follows:

**CHAPTER 108
ZONING
Article I
General Provisions**

BAR or TAVERN — An establishment primarily engaged in the sale and service of alcoholic beverages for on-premises consumption, subject to regulatory authority of the New York State Liquor Authority and consisting of one or more of the following characteristics: age restrictions or cover charges for admission; listening to music; hours of operation which extend beyond the normal dining times for dinner; and snacks, chips, peanuts, finger foods, tapas is ancillary to the principal use of serving and consuming alcoholic beverages. The accessory or incidental sale of food or snacks shall not entitle such a use to be considered a restaurant or bistro under other provisions of this Code.

BISTRO/CAFE — An eating establishment of 50 seats or less, whether indoor or outdoor, without drive-through or drive-in service.

BISTRO- An establishment limited to 50 seats and a maximum seating area of 750 square feet where food or drink are prepared and served within an enclosed building or outside dining area, and predominantly consumed by customers seated at tables and served by wait staff on the premises, and shall not include bars, taverns, or fast-food restaurants. A bar or lounge area serving beverages shall be accessory to the principal use. The gross floor area devoted to an accessory bar shall constitute no more than 10% of the total gross floor area of the dining area. The architectural style, height, size, scale and appearance of the building shall be compatible with the hamlet in which the bistro is located as determined by Planning Board site plan approval.

DRIVE IN RESTAURANT — A building with accessory uses devoted to the preparation, sale and/or service of food, refreshments, edibles or drink within the premises and which makes available any facility (including but not limited to parking or standing space on the premises for vehicles or persons) for, or which permits in open spaces, patios, accessory buildings or automobiles on the premises, the consumption of such food, refreshments, edibles or drink.

RESTAURANT — A use in a building having as its sole purpose the preparation and serving of food to patrons for consumption on the premises within furnished dining areas, including as possible accessory uses live entertainment, outdoor dining and the serving of alcoholic beverages with meals and which does not provide for nor permit the consumption of food in vehicles. A

~~restaurant shall not be construed to include any form of drive-in, open-front or curb-service eating establishments, cart, wagon, vehicle, lunch wagon, dining car or camp-car or any form of tavern, bar, nightclub or similar entertainment establishment.~~

RESTAURANT — An establishment kept, used, maintained, advertised, or held out to the public as a place where the primary business is the service of meals with suitable kitchen facilities and with sit-down service to customers for the preparation and serving of food and beverages selected by patrons from a full menu. Customers must be served by a waitperson, and the food must be consumed on the premises. The facility must focus primarily on the preparation and serving of food and any other activity such as entertainment or the operation of a bar is ancillary to this purpose. No fee or cover charge is required for entry. The facility will have permanent seating facilities with counters or tables adequate to accommodate all customers served, and the surface of these counters and/or tables will be sufficient to accommodate full culinary services for each customer. In the floor plan for the facility, the area devoted to a bar, if any, can represent no more than 15% of the gross floor area. A special permit shall be required for seasonal outdoor seating and outside music or entertainment. To the extent that food is separately ordered and taken out, this latter function shall be considered accessory to the primary restaurant use. The term "restaurant" shall not include bars, taverns, fast food restaurants, take-out restaurants or bistro.

RESTAURANT, FAST-FOOD — An establishment in which food is pre-prepared or prepared according to standardized procedures for consumption either on or off the premises and selection is made from a limited menu. Generally, the food or beverage is sold over a counter or pick up is made though a drive through window, the food is packaged in disposable containers and wrappers. Generally, there is no table service and cleanup is performed by the customer.

RESTAURANT, TAKE-OUT — An establishment that offers quick food service, which is accomplished through a limited menu of items already prepared and held for service, or prepared, fried or griddled quickly or heated in a device such as an oven or microwave oven. Generally, there is no table service, and food is generally served in a disposable wrapping or container. Take-out restaurants include prepared ice cream stores, bakeries, pizza-to-go, bagel and coffee establishments and the like, whether these have tables for patron seating or not.

~~TAVERN — Any building or use commonly known as a "bar," "barroom," "tavern," "saloon," "cabaret" or "nightclub"; a place or building where intoxicating liquors are sold to be drunk on the premises; a room containing a bar or counter at which liquors are sold or where liquors and refreshments are sold; or a room or place of entertainment where live music, live performances or films are permitted in conjunction with the sale of liquors.~~

Underline represents addition(s)

Strikethrough indicates deletion(s)

Dated: Riverhead, New York
May 6, 2008

BY ORDER OF THE TOWN BOARD
OF THE TONW OF RIVERHEAD

BARBARA GRATTAN, Town Clerk

5/6/08

Adopted

TOWN OF RIVERHEAD

Resolution # 384

ADOPTS A LOCAL LAW AMENDING CHAPTER 108 ENTITLED "ZONING"
OF THE RIVERHEAD TOWN CODE
(Industrial C (IC) Zoning Use District – Uses.)

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

WHEREAS, the Town Clerk was authorized to publish and post a public notice to hear all interested persons to consider a local law amending Chapter 108 entitled "Zoning", Section 108-278 entitled "Uses", of the Riverhead Town Code; and

WHEREAS, a public hearing was held on the on the 15th day of April, 2008 at 7:05 o'clock p.m. at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, the date, time and place specified in said public notice, and all persons wishing to be heard were heard.

NOW THEREFORE BE IT RESOLVED, that a local law amending Chapter 108 entitled "Zoning", Section 108-278 entitled "Uses", of the Riverhead Town Code be and is hereby adopted as specified in the attached notice of adoption; and be it further

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

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

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

**TOWN OF RIVERHEAD
NOTICE OF ADOPTION**

PLEASE TAKE NOTICE that the Town Board of the Town of Riverhead adopted a local law amending, Chapter 108 entitled "Zoning", Section 108-278 entitled "Uses", of the Riverhead Town Code at its regular meeting held on May 6, 2008. **Be it enacted** by the Town Board of the Town of Riverhead as follows:

**Chapter 108
Zoning
ARTICLE LI
Industrial C (IC) Zoning Use District**

§ 108-278. Uses.

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

D. Prohibited uses:

- (1) Professional offices.
- (2) Municipal offices.
- (3) Outdoor storage, except as accessory to the specially permitted use set forth in B(3) of this Article.
- (4) Indoor theater.
- (5) Residential uses.

* Underline represents addition(s)

Dated: Riverhead, New York
May 6, 2008

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

BARBARA GRATTAN, Town Clerk

May 6, 2008

Adopted

TOWN OF RIVERHEAD

EXTENDS BID CONTRACT FOR ANNUAL DIESEL/GENERATOR
MAINTENANCE FOR THE RIVERHEAD WATER DISTRICT

RESOLUTION # 385

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

WHEREAS, the Riverhead Water District has requested that the contract with Atlantic Detroit Diesel Allison for diesel/generator maintenance for the Riverhead Water District, originally awarded under Resolution #070324 adopted April 4, 2007, for the contract period June 19, 2007 to June 19, 2008, be extended until June 19, 2009, pursuant to the attached Bid Extension Notice; and

WHEREAS, the above-named vendor has agreed to extend the contract until June 19, 2009, at the original bid amount as attached hereto; and

WHEREAS, the Town Board has reviewed said request.

NOW, THEREFORE, BE IT

RESOLVED, that the bid contract awarded to Atlantic Detroit Diesel Allison for diesel/generator annual maintenance for the Riverhead Water District be and is hereby extended to June 19, 2009; and be it further

RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to Mr. Michael McNeil, Atlantic Detroit Diesel Allison, 3025 Veterans Memorial Highway, Ronkonkoma, New York, 11779.

THE VOTE

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

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

2: water DEPT



RWD Riverhead Water District

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

Bid Extension Notice

To: Guy Davi
From: Riverhead Water District
Date: 4/16/08
Subject: Extension of Bid Services

This letter is to inform you that our current bid contract with you for Annual Diesel/Generator Maintenance will expire on June 19, 2008.

The Town of Riverhead would like to extend this contract for a period of one (1) year until June 19, 2009. This will be the first extension.

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

Guy Davi
Authorized Signature

GUY DAVI
Print Name

ATLANTIC DETROIT DIESEL/ALLISON
Company Name

April 17, 2008
Date

LYNNBIDFORMS\BIDEXTEND

May 6, 2008

Adopted

TOWN OF RIVERHEAD

**AUTHORIZES TOWN CLERK TO REPUBLISH & REPOST
NOTICE TO BIDDERS FOR CORROSION CONTROL CHEMICAL**

RESOLUTION # 386

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

WHEREAS, the Town Clerk was authorized to publish and post a notice to bidders for the purpose of receiving bids for corrosion control chemical; and

WHEREAS, no bids were received on the day and at the time specified in the notice to bidders.

NOW, THEREFORE, BE IT

RESOLVED, that the Town Clerk be and is hereby authorized to republish and repost the attached Notice to Bidders for corrosion control chemical.

THE VOTE

Wooten Yes No

Buckley Yes No

Dunleavy Yes No

Blass Yes No

Cardinale Yes No

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

**TOWN OF RIVERHEAD
NOTICE TO BIDDERS**

Sealed bids for the purchase of **CORROSION CONTROL CHEMICAL** for use by the **TOWN OF RIVERHEAD** will be received by the Town Clerk of the Town of Riverhead at Town Hall, 200 Howell Avenue, Riverhead, New York, 11901, until **11:00 a.m. on May 27, 2008.**

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

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

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

All bids are to be submitted in a sealed envelope addressed to: **TOWN CLERK, TOWN OF RIVERHEAD, 200 HOWELL AVENUE, RIVERHEAD, NEW YORK, 11901**, and bear the designation: **BID FOR CORROSION CONTROL CHEMICAL - RIVERHEAD WATER DISTRICT.**

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD

Barbara Grattan, Town Clerk

May 6, 2008

Adopted

TOWN OF RIVERHEAD

AUTHORIZES TOWN CLERK TO PUBLISH & POST
NOTICE TO BIDDERS FOR WATER METERS &
ACCESSORY EQUIPMENT FOR USE BY THE
RIVERHEAD WATER DISTRICT

RESOLUTION # 387

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

RESOLVED, that the Town Clerk be and is hereby authorized to publish and post the
attached Notice to Bidders for water meters and accessory equipment to be used by the
Riverhead Water District in the May 15, 2008 issue of *The News-Review*.

THE VOTE

Buckley Yes No

Wooten Yes No

Dunleavy Yes No

Blass Yes No

Cardinale Yes No

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

**TOWN OF RIVERHEAD
NOTICE TO BIDDERS**

Sealed bids for the purchase of **WATER METERS & ACCESSORY EQUIPMENT** for use by the **RIVERHEAD WATER DISTRICT** will be received by the Town Clerk of the Town of Riverhead at Town Hall, 200 Howell Avenue, Riverhead, New York, 11901, until **11:00 a.m. on May 30, 2008.**

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

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

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

All bids are to be submitted in a sealed envelope addressed to: **TOWN CLERK, TOWN OF RIVERHEAD, 200 HOWELL AVENUE, RIVERHEAD, NEW YORK, 11901**, and bear the designation: **BID FOR WATER METERS & ACCESSORY EQUIPMENT – BID #08-20-RWD.**

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD

Barbara Grattan, Town Clerk

May 6, 2008

Adopted

TOWN OF RIVERHEAD

AUTHORIZES TOWN CLERK TO PUBLISH & POST NOTICE TO BIDDERS FOR WELL & PUMP EMERGENCY SERVICE FOR THE WATER DISTRICT

RESOLUTION # 388

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

RESOLVED, that the Town Clerk be and is hereby authorized to publish and post the attached Notice to Bidders for well and pump emergency service for the Riverhead Water District in the May 15, 2008, issue of *The News-Review*; and be it further

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

THE VOTE

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

THE RESOLUTION WAS WAS NOT THEREFORE DULY ADOPTED.

**TOWN OF RIVERHEAD
NOTICE TO BIDDERS**

Sealed bids for the purchase of WELL & PUMP EMERGENCY SERVICE for use by the TOWN OF RIVERHEAD will be received by the Town Clerk of the Town of Riverhead at Town Hall, 200 Howell Avenue, Riverhead, New York, 11901, until **11:00 a.m. on June 5, 2008.**

Bid packets, including Specifications, may be obtained at the Town Clerk's office at Town Hall Monday through Friday between the hours of 8:30 a.m. and 4:30 p.m.

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

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

All bids are to be submitted to the Town Clerk's Office in a sealed envelope bearing the designation BIDS FOR WELL & PUMP EMERGENCY SERVICE.

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD

Barbara Grattan, Town Clerk

May 6, 2008

Adopted

TOWN OF RIVERHEAD

**AUTHORIZES TOWN CLERK TO REPUBLISH & REPOST
NOTICE TO BIDDERS FOR WATER SERVICE MATERIALS**

RESOLUTION # 389

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

WHEREAS, the Town Clerk was authorized to publish and post a notice to bidders for the purpose of receiving bids for water service materials; and

WHEREAS, bids were received on the day and at the time specified in the notice to bidders; and

WHEREAS, after reviewing the bids, it was determined that it would be in the best interest of the Town of Riverhead to reject the bids received and republish and repost the notice to bidders for water service materials.

NOW, THEREFORE, BE IT

RESOLVED, that the Town Clerk be and is hereby authorized to republish and repost the attached Notice to Bidders for Water Service Materials in the May 15, 2008, issue of *The News-Review*.

THE VOTE

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

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

**TOWN OF RIVERHEAD
NOTICE TO BIDDERS**

Sealed bids for the purchase of **WATER SERVICE MATERIALS** for use by the **TOWN OF RIVERHEAD** will be received by the Town Clerk of the Town of Riverhead at Town Hall, 200 Howell Avenue, Riverhead, New York, 11901, until **11:15 a.m. on June 5, 2008.**

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

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

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

All bids are to be submitted in a sealed envelope bearing the designation **BIDS FOR WATER SERVICE MATERIALS – BID #08-36A-RWD.**

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD

Barbara Grattan, Town Clerk

TOWN OF RIVERHEAD

Resolution # 390

Adopted

AUTHORIZES CHIEF FIRE MARSHAL TO ATTEND CODE DEVELOPMENT CONFERENCE AND FINAL ACTION HEARINGS

COUNCILMAN WOOTE offered the following resolution,

which was seconded by COUNCILWOMAN BLASS

WHEREAS, Chief Fire Marshal Scott W. Davonski requests to attend the International Code Council (ICC) Annual Conference and Final Action Hearing in Minneapolis, Minnesota; and

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

WHEREAS, the International Code Council (ICC) Annual Conference and Final Action Hearings will be held September 19th through September 23rd in Minneapolis, Minnesota; and

WHEREAS, the cost to attend this conference shall not exceed \$1,250.00 (expenses to include lodging, meals, and travel costs such as airfare); and

NOW, THEREFORE BE IT RESOLVED, that the Chief Fire Marshal be authorized to attend this conference and shall remit to the Accounting Department all pertinent receipts and documentation to be reimbursed for expenditures not to exceed the authorized limit; and

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

THE VOTE

Dunleavy Yes No

Buckley Yes No

Blass Yes No

Wooten Yes No

Cardinale Yes No

THE RESOLUTION WAS WAS NOT THEREFORE DULY ADOPTED.

5/6/08

TOWN OF RIVERHEAD

Resolution # 391

**ADOPTS A LOCAL LAW AMENDING CHAPTER 108 ENTITLED, "ZONING" OF
THE RIVERHEAD TOWN CODE
(Agriculture Protection Zoning Use District §108-22 C. Accessory uses.)**

COUNCILWOMAN BLASS

offered the following resolution, was seconded by

COUNCILMAN DUNLEAVY

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

WHEREAS, a public hearing was held on the 15th day of April, 2008 at 7:05 o'clock p.m. at Town Hall, 200 Howell Avenue, Riverhead, New York, the date, time and place specified in said public notice, and all persons wishing to be heard were heard.

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

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

THE VOTE

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

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

**TOWN OF RIVERHEAD
NOTICE OF ADOPTION**

PLEASE TAKE NOTICE, that the Town Board of the Town of Riverhead adopted a local law amending Chapter 108 entitled, "Zoning" of the Riverhead Town Code at its regular meeting held on May 6, 2008. **Be it enacted** by the Town Board of the Town of Riverhead as follows:

**Chapter 108
Zoning**

**ARTICLE VI
Agriculture Protection Zoning Use District (APZ)**

§ 108-22. Uses.

In the APZ, 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:

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 permitted are the following:

- (1) Home occupations or professions conducted within the dwelling by the residents thereof or in a building accessory thereto.
- (2) The sale at retail of homegrown or homemade products, upon a parcel of a minimum of 7 acres, provided that all retail uses shall be subject to site plan approval pursuant to Article XXVI of the Riverhead Town Code and the provisions of Chapter 108. The farmer may sell supporting farm products and farm products not grown by the farmer, provided that the area devoted to the sale of said products at no time exceeds 40% of the total merchandising area.
- (3) Agricultural worker housing pursuant to the requirements of §108-64.4.
- (4) Farm operations.

- Underline represents addition(s)

Dated: Riverhead, New York
May 6, 2008

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

BARBARA GRATTAN, Town Clerk

Adopted

5/6/08

TOWN OF RIVERHEAD

Resolution # 392

AUTHORIZES TOWN CLERK TO PUBLISH AND POST A PUBLIC NOTICE FOR A LOCAL LAW TO CONSIDER AMENDMENTS TO CHAPTER 86 ENTITLED "RENTAL DWELLING UNITS" OF THE RIVERHEAD TOWN CODE

COUNCILMAN DUNLEAVY

offered the following resolution, was seconded by

COUNCILMAN BUCKLEY :

RESOLVED, that the Town Clerk be and is hereby authorized to publish the attached public notice once in the May 15, 2008 issue of the News Review, the newspaper hereby designated as the official newspaper for this purpose, and also to cause a copy of the proposed local law amending Chapter 86 entitled "Rental Dwelling Units", §86-18 entitled "Presumptive evidence of violations of this chapter", Subsection A(4), to be posted on the sign board of the Town, and be it further

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

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

**TOWN OF RIVERHEAD
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 3rd day of June, 2008 at 2:10 o'clock p.m. to consider a local law amending Chapter 86 entitled "Rental Dwelling Units", §86-18 entitled "Presumptive evidence of violations of this chapter", Subsection A(4), of the Riverhead Town Code as follows:

**CHAPTER 86
RENTAL DWELLING UNITS**

§ 86-18. Presumptive evidence of violations of this chapter.

- A. It shall be presumed that a single or one-family dwelling unit is occupied by more than one family if any two or more of the following features are found to exist on the premises by the Code Enforcement Official authorized to enforce or investigate violations of Chapter 86 of the Code of the Town of Riverhead or any laws, codes, rules and regulations of the State of New York:
- (1) More than one mailbox, mail slot or post office address;
 - (2) More than one doorbell or doorway on the same side of the dwelling unit;
 - (3) More than one gas meter;
 - (4) More than one electric meter; except as may be permitted by the Building Department Administrator or his designee as set forth in §52(6)(J)(3) of the Code of the Town of Riverhead.
 - (5) More than one connecting line for cable television service;
 - (6) More than one antenna, dish antenna or related receiving equipment;
 - (7) Separate entrances for segregated parts of the dwelling unit, including but not limited to bedrooms;
 - (8) Partitions or internal doors with locks which may serve to bar access between segregated portions of the dwelling unit, including but not limited to bedrooms;
 - (9) Separate written or oral leases or rental arrangements, payments or agreements for portions of the dwelling unit among its owner(s) and occupants;
 - (10) The inability of any occupant to have lawful access to all parts of the dwelling unit; or

- (11) Two or more kitchens, each containing one or more of the following: a range, oven, hotplate, microwave or other similar device customarily used for cooking or the preparation of food, refrigerator and/or a sink.

Underline represents addition(s)

Strikethrough indicates deletion(s)

Dated: Riverhead, New York
May 6, 2008

BY ORDER OF THE TOWN BOARD
OF THE TONW OF RIVERHEAD

BARBARA GRATTAN, Town Clerk

5/6/08

Adopted

TOWN OF RIVERHEAD

Resolution # 393

AUTHORIZES TOWN CLERK TO PUBLISH AND POST A PUBLIC NOTICE FOR A LOCAL LAW TO CONSIDER AMENDMENTS TO CHAPTER 52 ENTITLED "BUILDING CONSTRUCTION" OF THE RIVERHEAD TOWN CODE

COUNCILMAN BUCKLEY offered the following resolution, was seconded by

COUNCILMAN WOOTEN :

RESOLVED, that the Town Clerk be and is hereby authorized to publish the attached public notice once in the May 15, 2008 issue of the News Review, the newspaper hereby designated as the official newspaper for this purpose, and also to cause a copy of the proposed local law amending Chapter 86 entitled "Rental Dwelling Units", §52-6 entitled "Application for building permit", Subsection J(3), to be posted on the sign board of the Town, and be it further

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

THE VOTE

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

THE RESOLUTION WAS WAS NOT THEREFORE DULY ADOPTED

**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 3rd day of June, 2008 at 2:15 o'clock p.m. to consider a local law amending Chapter 52 entitled "Building Construction", §52-6 entitled "Application for building permit", Subsection J(3), of the Riverhead Town Code as follows:

**CHAPTER 52
BUILDING CONSTRUCTION**

§52-6. Application for building permit.

- J. The Building Department may approve, disapprove or approve with modification the application for a building permit based upon the standards provided for in this chapter. **[Added 1-17-1995]**
- (1) In the event that the Building Department determines that the information required pursuant to § 52-6 of the Code of the Town of Riverhead is inadequate to ascertain whether or not the applicant can or will comply or has complied with this chapter, it may require the applicant to submit to the Building Department a topographical survey prepared by a registered land surveyor or registered professional engineer showing the following:
 - (a) The existing topography at two-foot intervals.
 - (b) The proposed regrading plan at two-foot intervals.
 - (c) Test borings.
 - (d) The proposed structure or other on-site improvements in sufficient detail to determine compliance with this chapter.
 - (e) Elevations of the proposed structures.
 - (2) Application for the installation, extension, modification or removal of any electrical systems or parts thereof shall be made to the Electrical Inspector on forms provided by him. Such forms shall contain information as may reasonably be required by the Electrical Inspector to establish compliance with the applicable ordinances and regulations. A fee schedule will be determined by resolution of the Town Board of the Town of Riverhead.

- (3) Consistent with the provisions of Chapter 86, the Electrical Inspector shall interpret electrical permit applications for single-family dwelling units and/or their accessory structures which propose the installation of more than one electric meter as being in conflict with the provisions of the Town Code of the Town of Riverhead. Therefore, electrical permit applications proposing the installation of two or more electric meters for single-family dwelling units and/or their accessory structures shall be denied by the ~~Electrical Inspector~~ Building Department Administrator or his designee, unless the applicant can demonstrate that the location of the principal structure to the accessory structure is such that the electrical service requires two or more meters, and the applicant completes an affidavit attesting to single-family use in conformance with the applicable zoning district. Applicants may seek relief from the denial of such applications based upon this interpretation from the Zoning Board of Appeals.

Underline represents addition(s)

Strikethrough indicates deletion(s)

Dated: Riverhead, New York
May 6, 2008

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD

BARBARA GRATTAN, Town Clerk

May 6, 2008

Adopted

TOWN OF RIVERHEAD

RESOLUTION # 394

AWARDS BID FOR EAST CREEK MARINA IMPROVEMENT
DOCK PROCUREMENT

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

WHEREAS, the Town Clerk was authorized to publish and post a Notice to Bidders for the East Creek Marina Improvement – Dock Procurement; and

WHEREAS, two (2) bids were received, opened and read aloud on the 9th day of April, 2008 at 11:00 am in the Office of the Town Clerk, 200 Howell Avenue, Riverhead, New York; and

WHEREAS, the low bidder withdrew their bid due to non-compliance of product to Town plans and specifications.

NOW, THEREFORE, BE IT RESOLVED, that the bid for the East Creek Marina Improvement Dock Procurement be and is hereby awarded to Concrete Floation Systems d/b/a/ Bellingham Marine in the amount of Five Hundred Forty Seven Thousand Seven Hundred Eighty Four (\$547,784); and

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

BE IT FURTHER RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to Concrete Floation Systems, 225 Hanover Road, York, PA 17408, a certified copy to Jim Gladysz, P.E., Cashin Associates, PC, 1200 Veterans Memorial Highway, Hauppauge, NY 11788 and a copy to Christine Fetten, P.E., Purchasing Department and the Office of Accounting.

THE VOTE

Dunleavy Yes No

Buckley Yes No

Blass Yes No

Wooten Yes No

Cardinale Yes No

THE RESOLUTION WAS WAS NOT
THEREFORE DULY ADOPTED.

Office of The Town CLERK
Barbara Grattan, Town Clerk

East Creek

Registrar of Vital Statistics ~ Records Management Officer ~ Marriage Officer

MEMO TO: Supervisor Cardinale, Councilwoman Blass, Councilmen Dunleavy, Buckley, Wooten, Ken Testa

DATE: April 9, 2008

SUBJECT: Bid Opening

East Creek Marina Improvement Plan-Dock Procurement
Opened: 04/09/08 @11:00 am
(Two Bids Were Received)

- 1. CMI Limited Co. Bid Price: \$524,873.00
- 2. Concrete Flootation Systems
d/b/a Bellingham Marine Bid Price: \$547,784.00

East Creek Marina Improvement Plan-Phase I
Infrastructure Improvements & Dock Installation
Three Bids were received

- 1. Chesterfield Associates Bid Price: \$1,139,000.00
- 2. Terry Contracting Bid Price: \$1,220,500.00
- 3. Newborn Construction Bid Price: \$1,234,567.00

May 6, 2008

Adopted

TOWN OF RIVERHEAD

RESOLUTION # 395

AWARDS BID FOR EAST CREEK MARINA IMPROVEMENT PLAN
PHASE I - INFRASTRUCTURE IMPROVEMENTS AND DOCK INSTALLATION

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

WHEREAS, the Town Clerk was authorized to publish and post a Notice to Bidders for the East Creek Marina Improvement Plan - Phase I - Infrastructure Improvements and Dock Installation; and

WHEREAS, three (3) bids were received, opened and read aloud on the 9th day of April 2008 at 11:00 am in the Office of the Town Clerk, 200 Howell Avenue, Riverhead, New York.

NOW, THEREFORE, BE IT RESOLVED, that the bid for the East Creek Marina Improvement Plan - Phase I - Infrastructure Improvements and Dock Installation be and is hereby awarded to Chesterfield Associates in the amount of One Million One Hundred Thirty Nine Thousand & 00/100 (\$1,139,000.00); and

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

BE IT FURTHER RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to Chesterfield Associates, P. O. Box 1229, Westhampton Beach, NY 11978, a certified copy to Jim Gladysz, P.E., Cashin Associates, PC, 1200 Veterans Memorial Highway, Hauppauge, NY 11788 and a copy to Christine Fetten, P.E., Purchasing Department and the Office of Accounting.

THE VOTE

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

THE RESOLUTION WAS WAS NOT
THEREFORE DULY ADOPTED.

Office of The Town CLERK
Barbara Grattan, Town Clerk

East Creek

Registrar of Vital Statistics ~ Records Management Officer ~ Marriage Officer

MEMO TO: Supervisor Cardinale, Councilwoman Blass, Councilmen
Dunleavy, Buckley, Wooten, Ken Testa

DATE: April 9, 2008

SUBJECT: Bid Opening

East Creek Marina Improvement Plan-Dock Procurement
Opened: 04/09/08 @11:00 am
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d/b/a Bellingham Marine Bid Price: \$547,784.00

East Creek Marina Improvement Plan-Phase I
Infrastructure Improvements & Dock Installation
Three Bids were received

- 1. Chesterfield Associates Bid Price: \$1,139,000.00
- 2. Terry Contracting Bid Price: \$1,220,500.00
- 3. Newborn Construction Bid Price: \$1,234,567.00

5/6/08

Adopted

TOWN OF RIVERHEAD

Resolution # 396

**AUTHORIZES THE RELEASE OF A BOND FOR CULINARY ARTS
RIVERHEAD LLC**

COUNCILMAN DUNLEAVY offered the following resolution,

which was seconded by **COUNCILMAN BUCKLEY**

WHEREAS, Culinary Arts Riverhead LLC had posted a surety bond (#711919 National Grange Mutual - Surety) in the amount of One Hundred Twenty Five Thousand Dollars (\$125,000) in accordance with Resolution #727 dated August 1, 2006 for work at East Main Street, Riverhead, New York Suffolk County Tax Map Numbers 0600 /128.-1-50.1, 128.-5-51, 128.-6-53, 128.-6-66.3 and 128.-6-55, pursuant to Section 108-133(I) of the Riverhead Town Code; and

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

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby authorizes the release of the aforementioned performance bond (#711919) in the sum of One Hundred Twenty Five Thousand Dollars (\$125,000); and

BE IT FURTHER RESOLVED, that the Town Clerk is hereby authorized to forward a certified copy of this resolution to Culinary Arts Riverhead LLC, 2150 Smithtown Avenue, Suite One, Ronkonkoma, New York, 11779, and copies to the Building Department, the Accounting Department and the Town Attorney's Office.

THE VOTE

Buckley Yes No

Wooten Yes No

Dunleavy Yes No

Blass Yes No

Cardinale Yes No

The Resolution Was Was Not
Therefore Duly Adopted

5/6/08

TOWN OF RIVERHEAD

Adopted

RESOLUTION # 397

AUTHORIZES THE SUPERVISOR TO ACCEPT A BUILDING PERMIT FEE AND
BUILDING PERMIT RENEWAL FEE NUNC PRO TUNC

COUNCILMAN BUCKLEY, offered the following resolution, which was seconded

by COUNCILMAN WOOTEN

WHEREAS, Joseph and Karen Ann Muncey purchased property from the Resolution Trust Corporation on September 7, 1994, located at 23 Goose Lane, Calverton; and

WHEREAS, Joseph and Karen Ann Muncey purportedly undertook to commence renovation to the subject property in and about 1995; and

WHEREAS, Joseph and Karen Ann Muncey were instructed to contact the Town's Building Department for final inspection of the purported renovation; and

WHEREAS, Joseph and Karen Ann Muncey purportedly contacted the Town's Building Department for final inspection but never confirmed final inspection took place; and

WHEREAS, no final inspection of the subject property ever took place according to the Town's Building Department; and

WHEREAS, the original building permit renewal expired on March 25, 1997, with no subsequent building renewal permit issued between March 25, 1997, and the present date; and

WHEREAS, a final inspection by the Town may not be scheduled absent an active building renewal permit for the subject property; and

WHEREAS, a certificate of occupancy for the subject property may not be issued absent approval upon final inspection; and

WHEREAS, Joseph and Karen Ann Muncey, in the interests of resolving this matter, are willing to convey the sum of \$527.00 which represents the original building permit fee and building permit renewal fee pursuant to 1995 Town Building Code standards according to the Town's Building Department Administrator; and

WHEREAS, the Town of Riverhead is desirous of inspecting the subject premises according to applicable building code standards;

NOW THEREFORE BE IT RESOLVED, that the Supervisor is hereby authorized to accept a building permit fee and building permit renewal fee in the total amount of \$527.00 from Joseph and Karen Ann Muncey regarding real property at 23 Goose Lane, Calverton, for the purpose of facilitating inspection of the subject property nunc pro tunc.

RESOLVED, that the Town Clerk is hereby directed to forward a certified copy of this resolution to Joseph and Karen Ann Muncey, 23 Goose Lane, Calverton, New York 11933; the Office of the Supervisor; Leroy Barnes, Building Department Administrator and the Office of the Town Attorney.

THE VOTE

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

Cardinale Yes No

The Resolution Was Was Not
Thereupon Duly Declared Adopted

5/6/08

TOWN OF RIVERHEAD

Adopted

Resolution # 398

**APPROVES CHAPTER 90 APPLICATION OF VAIL-LEAVITT MUSIC HALL, INC.
(BLUES FESTIVAL)**

COUNCILMAN WOOTEN

_____ offered the following resolution, was seconded by

COUNCILWOMAN BLASS

WHEREAS, on January 29, 2008, the Vail-Leavitt Music Hall, Inc. had submitted a Chapter 90 Application for the purpose of conducting a Blues Festival to be held in the Peconic River Municipal Parking Lot, from the East End Arts facility to Peconic Avenue, Riverhead, New York, on the following dates and times:

Saturday, July 19, 2008 between the hours of 11:00 a.m. and 10:00 p.m.

Sunday, July 20, 2008 between the hours of 12:00 noon and 8:00 p.m.; and

WHEREAS, Vail-Leavitt Music Hall, Inc. has completed and filed a Long Environmental Assessment Form in accordance with 6 NYCRR 617; and

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

WHEREAS, Vail-Leavitt Music Hall, Inc. has requested that this event be exempt from Chapter 46 of the Riverhead Town Code entitled, "Alcohol Consumption"; and

WHEREAS, Vail-Leavitt Music Hall, Inc. has paid the applicable Chapter 90 Application fee; and

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

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

RESOLVED, that the Chapter 90 Application of Vail-Leavitt Music Hall, Inc. for the purpose of conducting a Blues Festival to be held in the Peconic River Municipal Parking Lot from the East End Arts facility to Peconic Avenue, Riverhead, New York, on the aforementioned dates and times, is hereby approved; and be it further

RESOLVED, that approval for this event shall be subject to the following:

5/6/08

TOWN OF RIVERHEAD

Adopted

Resolution # 399

ACCEPTS BOND OF JARAL RIVERHEAD CORP.
(Holiday Inn Express Hotel)

COUNCILWOMAN BLASS

offered the following resolution, was seconded

by COUNCILMAN DUNLEAVY :

WHEREAS, by Resolution #21 adopted on March 6, 2008, the Riverhead Planning Board approved the site plan of Jaral Riverhead Corp. for the construction of a 20 ft. by 40 ft. swimming pool, a 78 sq. ft. pool equipment building and related improvements upon real property located at County Road Route 58, Riverhead, New York, further described as Suffolk County Tax Map #0600-119-1-9.4; and

WHEREAS, said resolution required the posting of a bond in the amount of \$28,000.00 in order to assure the construction of the above mentioned improvements; and

WHEREAS, Jaral Riverhead Corp. has submitted Berkley Regional Insurance Company Performance/Labor and Material #0122445 in the amount of \$28,000.00; and

WHEREAS, the Town Attorney has reviewed said Bond and determines same to be acceptable.

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby accepts Berkley Regional Insurance Company Performance/Labor and Material #0122445 in the amount of \$28,000.00; and be it

RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to Jaral Riverhead Corp., 585 Stewart Avenue, Suite 546, Garden City, New York, 11530 and copies to the Planning Department; the Building Department and the Town Attorney's Office.

THE VOTE

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

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

TOWN OF RIVERHEAD

Resolution # 400

AUTHORIZES THE SUPERVISOR TO EXECUTE AN AGREEMENT TO SPEND TOWN HIGHWAY FUNDS FOR THE REPAIR AND IMPROVEMENT OF VARIOUS HIGHWAYS THROUGHOUT THE TOWN

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

WHEREAS, the Town of Riverhead Highway Department would like to make general repairs and improvements to various highways throughout the Town using existing Highway accounts and the Local Street and Highway Capital Project (CHIPS); and

WHEREAS, pursuant to the provisions of Section 284 of the Highway Law, the Town agrees that money levied and collected for the repair and improvement of highways, and received from the state for the repair and improvement of highways, shall be extended for general repairs and improvements,

NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Riverhead authorizes the Supervisor and members of the Town Board to execute the attached agreement to spend Town Highway funds, and be it further

RESOLVED that the Town Clerk is hereby directed to send notification of this resolution to the Office of the Town Attorney, the Riverhead Highway Superintendent and the Office of Accounting.

WOOTEN YES NO BUCKLEY YES NO
DUNLEAVY YES NO BLASS YES NO
CARDINALE YES NO
THIS RESOLUTION IS IS NOT
DECLARED DULY ADOPTED

AGREEMENT TO SPEND TOWN HIGHWAY FUNDS

TOWN OF RIVERHEAD
COUNTY OF SUFFOLK

Pursuant to the provisions of Section 284 of the Highway law, we agree that moneys levied and collected for the repair and improvement of highways, and received from the state for the repair and improvement of highways, shall be extended as follows:

1. GENERAL REPAIRS. The sum of \$ 250,000 may be expended for general repairs upon 204.02 miles of town highways, including sluices, culverts and bridges having a span of less than five feet and boardwalks or the renewals thereof.

2. IMPROVEMENTS. The following sums shall be set aside to be expended for the improvement of town highways:

(a.) On the road commencing at Harrison Ave. and leading to Schub/St & N. Griffing Ave., a distance of .666 miles, there shall be expended over the sum of \$ 59,143.14
Type 1A Asphalt Width of traveled surface 28'
Thickness 1 1/2" Subbase _____

(b.) On the road commencing at E. Main St. and leading to Fairway Ave, a distance of .28 miles, there shall be expended not over the sum of \$ 25,018.83
Type 1A Asphalt Width of traveled surface 28'
Thickness 1 1/2" Subbase _____

(c.) On the road commencing at Roanoke Ave. and leading to West 2nd St, a distance of _____ miles, there shall be expended not over the sum of \$ 10,698.05
Type 1A Asphalt Width of traveled surface 40'
Thickness 1 1/2" Subbase _____

Executed in duplicate this 28 day of January, 2008

SUPERVISOR

COUNCILMAN

COUNCILMAN

COUNCILMAN

COUNCILMAN

Ken Wood
TOWN SUPERINTENDENT

NOTE: This agreement should be signed in duplicate by a majority of the members of the Town Board and by the Town Superintendent. One copy must be filed in the Town Clerk's office and one in the Town Superintendent's office. COPIES DO NOT HAVE TO BE FILED IN ALBANY.

5/6/08

~~Tabled~~

TOWN OF RIVERHEAD

Resolution # 401

**SETS SEWER RENT FOR MILL POND COMMONS
RIVERHEAD SEWER DISTRICT**

COUNCILMAN BUCKLEY offered the following resolution which was

seconded by COUNCILMAN WOOTEN.

WHEREAS, Riverhead Town Code §87-4 permits the Riverhead Town Board, as governing body of the Riverhead Sewer District, to determine sewer rents on an equitable basis where metered water used is substantially greater than the quantity of sewage generated; and

WHEREAS, Mill Pond Commons on Elton Street, Riverhead, has demonstrated that the quantity of metered water is overstated due to onsite irrigation, which water is not treated by the Sewer District,

NOW, THEREFORE, BE IT RESOLVED that the sewer rent for Mill Pond Commons shall be calculated on the basis of 65% of the metered water for the 2008/2009 tax bill, and be it further

RESOLVED that the Town Clerk shall forward a copy of this Resolution to the Board of Managers of the Mill Pond Commons Condominium, 609 Blueberry Commons, Riverhead, New York 11901, the Assessor's Office, Tax Receiver, Michael Reichel and the Accounting Department.

WOOTEN YES ___ NO BUCKLEY YES ___ NO
DUNLEAVY YES ___ NO BLASS YES ___ NO
CARDINALE YES ___ NO

THIS RESOLUTION ___ IS ___ IS NOT
DECLARED DULY ~~ADOPTED~~

~~Tabled~~

5/6/08

Adopted

TOWN OF RIVERHEAD

Resolution # 402

**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
(\$108-278. Uses. – Industrial C (IC) Zoning Use District)**

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

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 May 15, 2008 issue of the News Review, the newspaper hereby designated as the official newspaper for this purpose, and also to cause a copy of the proposed local law to be posted on the sign board of the Town; and be it further

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

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

**TOWN OF RIVERHEAD
PUBLIC NOTICE**

PLEASE TAKE NOTICE that a public hearing will be held before the Town Board of the Town of Riverhead at 200 Howell Avenue, Riverhead, New York on the 3rd day of June, 2008 at 2:25 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 LI
Industrial C (IC) Zoning Use District**

§ 108-278. Uses.

In the IC 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) Offices.
- (2) Warehouses.
- (3) Greenhouses.
- (4) Wholesale businesses.
- (5) Laboratories, including prototype manufacturing.
- (6) Vocational schools.
- (7) Golf courses.
- (8) Parks and playgrounds.
- (9) Equestrian facilities.
- (10) Commercial sports and recreation facilities.
- (11) Dog and horse training and boarding facilities.
- (12) Agricultural production upon real property seven (7) acres or greater lying within Scenic River Areas defined pursuant to the Order of the Commissioner of the New York State Department of Environmental Conservation dated September 18, 1990.
- (13) Dwelling, one family upon real property of four (4) acres or greater within Scenic River Areas defined pursuant to the Order of the Commissioner of the New York State Department of Environmental Conservation dated September 18, 1990.

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 permitted are the following:

- (1) Cafeteria for an office or other building, when contained within the building or ancillary structure on the same parcel, for the purpose of serving employees and their guests.
- (2) Retail uses, as accessory to wholesale business, subject to the following limitations:
 - (a) Retail use shall not exceed 10% of the gross floor area of the wholesale business or 3,000 square feet, whichever is less.
 - (b) The parcel shall have frontage on an arterial road.
 - (c) Retail uses shall be located at front of parcel and building.
 - (d) Off-street visitor parking shall be provided.
- (3) Day care, as accessory to an office use.
- (4) Outdoor recreation facilities, as accessory to an office use.
- (5) The sale at retail of homegrown or homemade products upon agriculturally used land provided that all retail uses shall be subject to site plan approval pursuant to Article XXVI of the Riverhead Town Code and the provisions of Chapter 108. The farmer may sell supporting farm products and farm products not grown by the farmer, provided that the area to the sale of said products at no time exceeds 40% of the total merchandising area.

* Underline represents addition(s)

Dated: Riverhead, New York
May 6, 2008

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

BARBARA GRATTAN, Town Clerk

5/6/08

Adopted

TOWN OF RIVERHEAD

Resolution # 403

**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
(\$108-282. Uses. – Rural Corridor (RLC) Zoning Use District)**

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

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 May 15, 2008 issue of the News Review, the newspaper hereby designated as the official newspaper for this purpose, and also to cause a copy of the proposed local law to be posted on the sign board of the Town; and be it further

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

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

**TOWN OF RIVERHEAD
PUBLIC NOTICE**

PLEASE TAKE NOTICE that a public hearing will be held before the Town Board of the Town of Riverhead at 200 Howell Avenue, Riverhead, New York on the 3rd day of June, 2008 at 2:30 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 LII
Rural Corridor (RLC) Zoning Use District**

§ 108-282. Uses.

In the RLC 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:

B. Special permit uses:

- (1) Professional offices, provided they are within 1/4 mile of the Hamlet Center (HC) or Village Center (VC) Zoning Use Districts.
- (2) Country inns, provided they are within 1/4 mile of the HC or VC Zoning Use Districts.
- (3) Funeral homes, provided they are within 1/4 mile of the HC or VC Zoning Use Districts.
- (4) Bistros, cafes.
- (5) Bed-and-breakfast establishments.
- (6) Professional offices of attorneys, architects, medical doctors, or dentists provided that the subject real property conforms to the following conditions:
 - (a) the property is improved with a single family residence at the time of the adoption of this local law.
 - (b) the professional office use shall be within the building footprint of the existing single family residence.
 - (c) the property has frontage along New York State Route 25 between Route 105 and the town boundary with the Town of Southold.

* Underline represents addition(s)

Dated: Riverhead, New York
May 6, 2008

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

BARBARA GRATTAN, Town Clerk

May 6, 2008

TOWN OF RIVERHEAD

Resolution # 404

Adopted

**Re: Major Subdivision – Finn’s Landing - Refund
(Schembri Homes at Mountain View Estates)**

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

WHEREAS, the Riverhead Town Board is in receipt of a request for a refund of fees paid by Schembri Homes at Mountain View Estates at Sound Avenue, Wading River, New York, also known as SCTM No. 0600-58-2-13.1 & 14 and 0600-76-2-9, and

WHEREAS, the Town of Riverhead Planning Board did approve the final plat entitled, “Finn’s Landing” prepared by Joseph A. Ingegno, Land Surveyor last revised March 17, 2006 and the Final Road and Drainage Plan for Finn’s Landing prepared by Allen Glenn Bernhard, P.E. Last revised April 2, 2006 subject to conditions, and

WHEREAS, the applicant did submit a Water Fee of \$47,500, and

WHEREAS, the development rights have sold to the County of Suffolk by deed dated January 8, 2008 and will not be subdivided, and

WHEREAS, the contemplated impact to groundwater resources is no longer material; and

WHEREAS, Charles R. Cuddy, Attorney at Law, on behalf of Schembri Homes at Mountain View Estates, requested a refund Water Fees, and requests that the subdivision approval be rescinded, now

THEREFORE, BE IT

RESOLVED, that the Planning Board of the Town of Riverhead did approve the request of Charles R. Cuddy by resolution No. 15, dated February 7, 2008 and that the final subdivision approval of Finn’s Landing is hereby rescinded and is of no further force or effect, and

BE IT FURTHER

RESOLVED, that the Town Board of the Town of Riverhead hereby approves that the water extension key money fee of \$47,500 be returned to the applicant, Schembri Homes at Mountain View Estates, and

BE IT FURTHER

RESOLVED, that copies of this resolution be forwarded to Schembri Homes at Mountain View Estates, its agent, the Town Attorney, the Town Board Members of the Town of Riverhead, the Supervisor of the Town of Riverhead, the Accounting Department and to the Office of the Town Clerk.

THE VOTE

DUNLEAVY YES ___ NO BUCKLEY YES ___ NO
BLASS YES ___ NO WOOTEN YES ___ NO
CARDINALE YES ___ NO

THIS RESOLUTION WAS ___ WAS NOT
THEREFORE DULY ADOPTED

May 6, 2008

Adopted

TOWN OF RIVERHEAD

Resolution # 405

**Classifies Action and Declares Lead Agency on Special Permit of
Gendot Associates, and Refers Petition to Planning Board**

COUNCILMAN BUCKLEY

_____ offered the following resolution which

was seconded by **COUNCILMAN WOOTEN** _____

WHEREAS, the Riverhead Town Board is in receipt of a special permit petition from Gerald Simone pursuant to Article XXVIA and Section 108-117 of the Riverhead Town Code, for the construction of a retirement community complex consisting of 16 condominium dwelling units and related site improvements arranged in seven new duplex buildings, one new single unit building and an existing single family dwelling located on a 3.7ac. parcel zoned Residence RC, such property more particularly described as SCTM 0600-82-4-221.12, and

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

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

WHEREAS, the Planning Department has prepared a staff report respecting the project's impact upon the natural and social environment as well as issues pertaining to the considerations and determinations of special permits and has recommended that a negative declaration of significance be rendered, and

WHEREAS, the Town Board desires the recommendations of the Riverhead Planning Board respecting planning and zoning issues prior to determining the action's environmental significance, now

THEREFORE, BE IT

RESOLVED, that the Riverhead Town Board declares itself to be the lead agency for the special permit application of Gendot Associates which it classifies as an Unlisted action for the purposes of SEQR compliance, and

BE IT FURTHER

RESOLVED, that the Town Clerk be directed to refer the petition to the Riverhead Planning Board for their review and recommendation and upon receipt of their report to schedule the necessary public hearing, and

BE IT FURTHER

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

THE VOTE

Wooten ~~Yes~~ No

Buckley ~~Yes~~ No

Dunleavy ~~Yes~~ No

Blass ~~Yes~~ No

Cardinale ~~Yes~~ No

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

5/6/08

TOWN OF RIVERHEAD

Adopted

Resolution # 4060

**APPROVES CHAPTER 90 APPLICATION OF
TOWN OF RIVERHEAD BUSINESS IMPROVEMENT DISTRICT
(CAR SHOW)**

~~COUNCILMAN WOOTE~~

_____ offered the following resolution, was seconded by

~~COUNCILWOMAN BLASS~~ _____:

WHEREAS, on April 25, 2008, the Town of Riverhead Business Improvement District (“BID”) submitted a Chapter 90 Application for the purpose of conducting a Car Show, to be held at the Peconic River Waterfront, Riverhead, New York on Sunday, June 15, 2008 between the hours of 9:00 a.m. and 3:00 p.m., having a rain date of Sunday, June 22, 2008; and

WHEREAS, BID has completed and filed a Short Environmental Assessment Form in accordance with 6 NYCRR 617; and

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

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

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

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

RESOLVED that the Chapter 90 Application of BID for the purpose of conducting a Car Show, to be held at the Peconic River Waterfront, Riverhead, New York on Sunday, June 15, 2008 between the hours of 9:00 a.m. and 3:00 p.m., having a rain date of Sunday, June 22, 2008 is hereby approved; and be it further

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

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

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

RESOLVED, that the Town Clerk is hereby authorized to forward a certified copy of this resolution to Vincent Tria, Riverhead Town Hall and copies to the Riverhead Fire Marshal; Chief Hegermiller, Riverhead Police Department; the Engineering Dept. and the Office of the Town Attorney.

THE VOTE

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

THE RESOLUTION WAS WAS NOT
THEREFORE DULY ADOPTED

5/6/08

RESOLUTION # 407

AUTHORIZES LEGAL ACTION AGAINST THE OWNERS, TENANTS, OCCUPANTS AND MORTGAGEE OF THE PROPERTY LOCATED AT 57 ZDUNKO LANE, RIVERHEAD, NEW YORK

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

WHEREAS, the Town Board has determined that the property situated at 57 Zdunko Lane, Riverhead, New York, is being used and occupied in violation of various sections of the Code of the Town of Riverhead;

NOW, THEREFORE, BE IT RESOLVED, that Dawn C. Thomas, Town Attorney for the Town of Riverhead is authorized to institute legal action in the name of the Town of Riverhead against the owners, tenants, occupants and mortgagee of the property situated at 57 Zdunko Lane, Riverhead, New York, in the Supreme Court of the State of New York to enjoin the illegal use, occupancy and/or maintenance of said property; and be it further

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

WOOTEN YES ___ NO BUCKLEY YES ___ NO
DUNLEAVY YES ___ NO BLASS YES ___ NO
CARDINALE YES ___ NO

THIS RESOLUTION IS ___ IS NOT
DECLARED DULY ADOPTED

5/6/08

RESOLUTION # 408

Adopted

AUTHORIZES LEGAL ACTION AGAINST THE OWNERS, TENANTS, OCCUPANTS AND MORTGAGEE OF THE PROPERTY LOCATED AT 4062-613(A) GRUMMAN BOULEVARD, CALVERTON, NEW YORK

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

WHEREAS, the Town Board has determined that the property situated at 4062-613(A) Grumman Boulevard, Calverton, New York, is being used and occupied in violation of various sections of the Code of the Town of Riverhead;

NOW, THEREFORE, BE IT RESOLVED, that Dawn C. Thomas, Town Attorney for the Town of Riverhead is authorized to institute legal action in the name of the Town of Riverhead against the owners, tenants, occupants and mortgagee of the property situated at 4062-613(A) Grumman Boulevard, Calverton, New York, in the Supreme Court of the State of New York to enjoin the illegal use, occupancy and/or maintenance of said property; and be it further

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

WOOTEN YES NO BUCKLEY YES NO
 DUNLEAVY YES NO BLASS YES NO
 CARDINALE YES NO
 THIS RESOLUTION IS IS NOT
 DECLARED DULY ADOPTED

5/6/2008

Adopted

TOWN OF RIVERHEAD

Resolution # 409

**AUTHORIZES HIGHWAY SUPERINTENDENT TO ATTEND
CORNELL ANNUAL SCHOOL FOR HIGHWAY SUPERINTENDENTS**

COUNCILMAN BUCKLEY

_____ offered the following resolution,

which was seconded by _____ **COUNCILMAN WOOTEN**

WHEREAS, Superintendent George Woodson requests to attend the Annual School for Highway Superintendents through Cornell Local Roads Program in Ithaca, New York; and

WHEREAS, the attendance of said programs is advantageous to the tax payers of the Town of Riverhead; and

WHEREAS, the Annual School for Highway Superintendents will be held June 2nd through June 4th in Ithaca, New York; and

WHEREAS, the cost to attend this conference shall not exceed \$1,000.00 (expenses to include lodging, meals, and travel costs);

NOW, THEREFORE BE IT RESOLVED, that the Highway Superintendent be authorized to attend this conference and shall remit to the Accounting Department all pertinent receipts and documentation to be reimbursed for expenditures not to exceed the authorized limit; and

BE IT FURTHER RESOLVED, that the Town Clerk be and is authorized to forward a copy of this resolution to Highway Superintendent George Woodson and the Office of Accounting.

THE VOTE

Dunleavy Yes No

Buckley Yes No

Blass Yes No

Wooten Yes No

Cardinale Yes No

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

TOWN OF RIVERHEAD

Adopted

Resolution # 410

APPOINTS CHAIRMAN OF THE ACCESSORY APARTMENT REVIEW BOARD

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

WHEREAS, the Accessory Apartment Review Board was established pursuant to Resolution No. 312, adopted at the April 15, 2008 Town Board Meeting; and

WHEREAS, the Town Board deems it necessary to appoint a Chairman for said Board; and

WHEREAS, the Accessory Apartment Review Board met on May 5, 2008 as and for its first organizational meeting and the members unanimously recommend to the Town Board that Charles Funda be appointed as Chairman of the Accessory Apartment Review Board,

NOW, THEREFORE, BE IT RESOVLED that Charles Funda is appointed as Chairman of the Accessory Apartment Review Board, for the term and salary set forth in Resolution No. 312, adopted at the April 15, 2008 Town Board Meeting, and be it further

RESOLVED that the Town Clerk is hereby directed to forward a copy of this resolution to Charles Funda, Felicia A. Wilson, Christine Curtis, Linda Hulse, John Hubbard, Riverhead Town Board, Planning Department, Building Department; Investigations Unit and the Office of the Town Attorney.

WOOTEN YES ___ NO BUCKLEY YES ___ NO

DUNLEAVY YES ___ NO BLASS YES ___ NO

CARDINALE YES ___ NO

THIS RESOLUTION IS ___ IS NOT DECLARED DULY ADOPTED

Adopted

May 6, 2008

TOWN OF RIVERHEAD

RESOLUTION # 411

ESTABLISHES LOCATION FOR FARMERS' MARKET FOR 2008 SEASON

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

WHEREAS, the Town of Riverhead provides space within the downtown riverfront parking area for the Farmers' Market on a seasonal basis; and

WHEREAS, the Farmers' Market utilized the area located behind SCTM#0600-129-1-11, 12 and 13 on property owned by the Town of Riverhead in 2006 and 2007, and found the location to be acceptable.

THEREFORE, BE IT RESOLVED, that the Town Board hereby authorizes the Farmers' Market to be located on said property on each Thursday beginning July 3, 2007 for the 2008 season.

BE IT FURTHER RESOLVED, that Town Clerk shall forward a certified copy of this resolution to Bob Gammon, 70 Woodside Lane, Laurel, NY 11948, and Suffolk County Dept. of Health Services (WIC Administrative Office), H. Lee Dennison Building 100 Veterans Memorial Hwy., PO Box 6100, Hauppauge, NY 11788 and provide notification to Chris Kempner, Community Development Director

THE VOTE

Dunleavy Yes No

Buckley Yes No

Blass Yes No

Wooten Yes No

Cardinale Yes No

THE RESOLUTION WAS WAS NOT THEREFORE DULY ADOPTED.

May 6, 2008

Adopted

TOWN OF RIVERHEAD

RESOLUTION # 412

RATIFIES THE SUBMISSION OF AN APPLICATION TO THE U.S. EPA FOR TECHNICAL ASSISTANCE TO SUPPORT SMART GROWTH DEVELOPMENT FOR THE TOWN OF RIVERHEAD

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

WHEREAS, the U.S. Environmental Protection Agency (EPA) developed the Smart Growth Implementation Assistance (SGIA) Program to assist communities with tools, resources, and information to achieve their goals to foster economic growth, protect environmental resources, enhance public health, and plan for development; and

WHEREAS, the SGIA program is an annual, competitive solicitation open to state, local, regional, and tribal governments that want to incorporate smart growth techniques into their future development. Once selected, communities receive direct technical assistance (not a monetary grant) from a team of national experts tailored to the community's unique situation and priorities.

NOW, THEREFORE, BE IT RESOLVED, that the Riverhead Town Board hereby ratifies the submission of an application to the EPA for technical assistance to incorporate smart growth techniques.

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

THE VOTE

Wooten ~~Yes~~ No

Buckley ~~Yes~~ No

Dunleavy ~~Yes~~ No

Blass ~~Yes~~ No

Cardinale ~~Yes~~ No

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

Smart Growth Implementation Assistance

2008 Request for Applications (RFA)

SMART GROWTH AND THE U.S. EPA

The Development, Community and Environment Division (DCED) in U.S. EPA's Office of Policy Economics and Innovation is seeking applications from states, regions, and communities that want to develop in ways that meet environmental and other goals. EPA will provide technical assistance to successful applicants as described below. Eligible entities are tribal, local, regional, and state governments and nonprofit organizations that have a demonstrated partnership with a governmental entity. Development practices that reflect the principles of smart growth support national environmental and public health goals by protecting sensitive watersheds, minimizing water quality impacts from development, reducing air emissions by increasing transportation choices, lowering greenhouse gas emissions through more compact development patterns, and encouraging clean-up and sustainable redevelopment of brownfields. Smart growth is often characterized by a common set of principles:

- mix land uses;
- take advantage of compact building design;
- create a range of housing opportunities and choices;
- create walkable neighborhoods;
- foster distinctive, attractive communities with a strong sense of place;
- preserve open space, farmland, natural beauty, and critical environmental areas;
- strengthen and direct development towards existing communities;
- provide a variety of transportation choices;
- make development decisions predictable, fair and cost effective; and
- encourage community and stakeholder collaboration in development decisions.

For more information on smart growth, please visit the DCED web site at:

www.epa.gov/smartergrowth.

TECHNICAL ASSISTANCE OPPORTUNITY

Communities and states around the country are interested in fostering economic growth, protecting their environmental resources, enhancing public health, extending the benefits of community redevelopment to all citizens equitably, and planning for development, but they may lack the tools, resources, or information to achieve these goals. In response to this demand, EPA is offering direct technical assistance from national experts to communities and states that want to incorporate smart growth techniques in their development. This assistance from EPA is intended to help applicants overcome roadblocks by providing evaluation tools and expert analysis.

EPA is soliciting applications from communities, regions, and state governments that want assistance with either policy analysis or public participatory processes. Examples of project ideas include, but are not limited to:

- crafting policies that allow or encourage specific smart growth techniques (e.g., transit-oriented development; infill; redeveloping vacant properties, brownfields, abandoned gas stations, etc.);
- reviewing state department of transportation investments to support smart growth;
- using smart growth to balance the goals of economic development and cultural development through heritage preservation;
- analyzing plans, guidelines, criteria, or procedures for school investments;
- retrofitting a commercial corridor;
- coordinating communities' smart growth design with active aging programs;
- reviewing state, regional, or local investments and policies to support climate change goals and more compact development;
- evaluating regional equity through access to healthy food and public transportation or capacity building in underserved communities;
- analyzing a pending update to zoning codes;
- using smart growth to address BRAC-related challenges, including growing populations, due to military realignment or closing of a local military facility;
- meeting a statutory deadline on stormwater ordinances;
- crafting a vision for reclaiming derelict property with the assistance of community development corporations and youth-based housing rehabilitation programs; or
- reviewing subdivision regulations to support complete street networks and compact development.

EPA is particularly interested in projects that seek to resolve challenges associated with increasing the supply, quality, or accessibility of affordable (or workforce) housing in a smart growth development context. While expanding housing choice is a core principle of smart growth, the regulatory framework often inhibits the private market from producing a range of housing types that would satisfy the needs of all income levels. Some communities have had success addressing affordability challenges using smart growth approaches, thereby better understanding the environmental, transportation, and fiscal impacts – at the household and community levels – of different housing options. Projects that can use this assistance to develop innovative, practical, and replicable solutions to these challenges will merit careful consideration under criteria #4 (see below) from reviewers this year.

Selected communities or states will receive assistance in the form of a multi-day visit from a team of experts organized by EPA and other national partners to work with local leaders. EPA will provide this assistance through an Agency contract vehicle, not a grant. Team members will be nationally known experts in disciplines to be determined by the community's unique needs. Team visits consist of meetings with state or local staff to study the context and specific project and discussions with elected officials, business leaders, citizen organizations, and representatives of many different sectors. On the last day, the team presents preliminary findings to the applicant and its leadership. After the visit, the team works with the applicant to deliver a final report.

EPA plans to assist three to five communities in 2008. EPA anticipates announcing the selected communities in fall of 2008 and working with the communities over a period of twelve months. The lessons learned from these projects will be used to help other communities with similar challenges.

May 6, 2008

Adopted

TOWN OF RIVERHEAD

RESOLUTION # 413

AUTHORIZES THE SUPERVISOR TO EXECUTE A GRANT AGREEMENT WITH SUFFOLK COUNTY FOR FUNDS TO CONDUCT STRUCTURAL ANALYSIS OF GRANGEBEL PARK NORTH DAM

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

WHEREAS, grant funding is available from the Suffolk County Department of Health Services to the Town of Riverhead for Peconic Estuary Program Services; and

WHEREAS, the Town of Riverhead Community Development Department ("CDD") has applied for and received an award of Suffolk County funds in the amount of \$70,000 to fund a structural analysis of the Grangebél Park North Dam (see attached contract); and

NOW, THEREFORE, BE IT RESOLVED, that the Riverhead Town Board hereby authorizes the Town Supervisor to execute the grant contracts with Suffolk County.

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

THE VOTE

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

THE RESOLUTION WAS WAS NOT THEREFORE DULY ADOPTED.

Peconic Estuary Program Agreement

This Agreement (Agreement) is between the **County of Suffolk (County)**, a municipal corporation of the State of New York, acting through its duly constituted **Department of Health Services (Department)**, located at 225 Rabro Drive East, Hauppauge, NY 11788-4290, as contract coordinator for the **Peconic Estuary Program and Town of Riverhead (Contractor)**, a municipality having a principal mailing address of 200 Howell Avenue, Riverhead, New York 11901-2596.

The parties hereto desire to make available to the County Grangebel Park Structural Analysis Services of the Contractor (**Services**) for the Department's Division of Environmental Quality, as further described in Exhibit D of this Agreement.

Term of Agreement: March 1, 2008 through December 31, 2008.

Total Cost of Agreement: Shall be as set forth in Exhibit E of this Agreement.

Terms and Conditions: Shall be as set forth in Exhibits A through G, attached and incorporated herein.

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

Town of Riverhead

County of Suffolk

By: _____
Name
Title

By: _____
Name:
Title: Deputy County Executive

Federal Tax Identification Number: 11-6001935

Date: _____

Date: _____

Approved: Department of Health Services

Approved as to Legality;
Christine Malafi, Suffolk County Attorney

By: _____
Margaret B. Bermel, M.B.A.
Director of Health Administrative Services

By: _____
Cynthia Kay Parry
Assistant County Attorney

Date: _____

Date: _____

Recommended: Division of Environmental Quality

By: *Vito Minei*
Vito Minei
Director

Date: 4/21/08



List of Exhibits

Exhibit A

General Terms and Conditions

1. Contractor Responsibilities
2. Term and Termination
3. Qualifications and Licenses
4. Insurance
5. Indemnification
6. Confidentiality
7. Assignment and Subcontracting
8. Conflicts of Interest
9. Environmental Tobacco Smoke Certification
10. No Intended Third Party Beneficiaries
11. Independent Contractor
12. Nondiscrimination in Services
13. Certification as to Relationships
14. Nondiscrimination Related to Persons with AIDS or HIV-Related Medical Conditions
15. Nonsectarian Declaration
16. Publications and Publicity
17. Patents and Copyrights
18. Cooperation on Claims
19. No Implied Waiver
20. Set-off Rights
21. Audit and Records Retention
22. Professional and Skillful Manner
23. Severability
24. Governing Law
25. Merger; No Oral Changes

Exhibit B

Suffolk County Legislative Requirements

Exhibit C

Notices and Contact Persons

Exhibit D

Description of Services

Exhibit E

Payment Terms and Conditions

Exhibit F

Environmental Agreement Terms and Conditions

Exhibit G

Peconic Estuary Program (PEP) Agreement Terms and Conditions

Exhibit A
General Terms and Conditions

Whereas, Resolution # 1372-2007 appropriated funds in the amount of \$70,000.00 for Grangebel Park Structural Analysis Services (Services) to be performed on the behalf of the Division of Environmental Quality; and

Whereas, an RFP Waiver Approval to allow the County to enter into an agreement with the Contractor for said Services was recieved on March 4, 2008; and

Whereas, the Department desires to enter into an agreement with the Contractor for the provision of said Services; and

Now, Therefore, in consideration of the mutual covenants contained herein and other valuable consideration, the parties agree as follows:

1. Contractor Responsibilities

The Contractor shall provide Services, as more particularly described in Exhibit D, entitled "Description of Services."

2. Term and Termination

a. Term

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

b. Termination for Cause

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

c. Termination for Emergencies

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

d. Termination for Convenience

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

e. Payments upon Termination

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

f. Termination for Failure to Maintain Insurance Coverage

Notwithstanding any other provision, a failure on the part of the Contractor to maintain County-mandated insurance coverage shall result in termination of this Agreement without the necessity for any action on the part of the County.

g. Equitable Adjustment upon Termination

Upon termination, an equitable adjustment of the fee shall be made, which shall not include any profit for services or other work not performed. The Contractor acknowledges and agrees that it shall not be entitled to nor shall it make a claim for lost profits or loss of anticipated earnings due to termination.

3. Qualifications and Licenses

a. Qualifications

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

b. Notifications

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

c. **Documentation of Professional Standards**

The Contractor shall make sufficient investigations to ascertain, and maintain on file in one location in Suffolk County appropriate records that demonstrate, that all professionals and paraprofessionals employed by the Contractor meet the standards specified by the New York State Department of Health and the New York State Department of Education. The Contractor shall obtain copies of current licenses for all individual professionals providing Services that require licenses. Such documentation shall be kept, maintained, and available for audit and inspection by the County.

4. **Insurance**

- a. The Contractor agrees to procure, pay the entire premium for and maintain throughout the term of this Agreement, insurance in amounts and types specified by the County and as may be mandated and increased from time to time. The Contractor agrees to require that all of its subcontractors, in connection with work performed for the Contractor related to this Agreement, procure, pay the entire premium for and maintain throughout the term of this Agreement insurance in amounts and types equal to that specified by the County for the Contractor. Unless otherwise specified by the County and agreed to by the Contractor, in writing, such insurance shall be as follows:
- i. **Commercial General Liability** insurance, including contractual liability coverage, in an amount not less than Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury and Two Million Dollars (\$2,000,000.00) per occurrence for property damage.
 - ii. **Marine Protection and Indemnity Liability Insurance**, (if any marine vessel(s) or other similar equipment are used in the performance of this Agreement) in an amount not less than Two Million Dollars (\$2,000,000.00) combined single limit for bodily injury and property damage per occurrence.
 - iii. **Automobile Liability** insurance (if any vehicles are used by the Contractor in the performance of this Agreement) in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) per person, per accident, for bodily injury and not less than One Hundred Thousand (\$100,000.00) for property damage per occurrence.
 - iv. **Workers' Compensation and Employer's Liability** insurance in compliance with all applicable New York State laws and regulations and **Disability Benefits** insurance, if required by law. Contractor shall furnish to the County, prior to its execution of this Agreement, the documentation required by the State of New York Workers' Compensation Board of coverage or exemption from coverage pursuant to §§57 and 220 of the Workers' Compensation Law. In accordance with General Municipal Law §108, this Agreement shall be void and of no effect unless the Contractor shall provide and maintain coverage during the term of this Agreement for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
 - v. **Professional Liability** insurance in an amount not less than Two Million Dollars (\$2,000,000.00) on either a per occurrence or claims made coverage basis.
- b. All policies providing such coverage shall be issued by insurance companies with an A.M. Best rating of A- or better.
- c. The Contractor shall furnish to the County Declaration Pages for each such policy of insurance and upon request, a true and certified original copy of each such policy, evidencing compliance with the aforesaid insurance requirements. In the case of commercial general liability insurance, the County of Suffolk shall be named as an additional insured and the Contractor shall furnish a Declaration Page and endorsement page evidencing the County's status as an additional insured on said policy.
- d. All such Declaration Pages, certificates and other evidence of insurance shall provide for the County of Suffolk to be notified in writing thirty (30) days prior to any cancellation, nonrenewal or material change in said policies. Such Declaration Pages, certificates, policies and other evidence of insurance and notices shall be mailed to the Department at its address set forth in the Exhibit entitled "Notices and Contact Persons" or at such other address of which the County shall have given the Contractor notice in writing.

- e. In the event Contractor shall fail to provide the Declaration Pages or certificates of insurance or to maintain any insurance required by this Agreement, the County may, but shall not be required to, obtain such policies and deduct the cost thereof from payments due Contractor under this Agreement or any other agreement between the County and Contractor.
- f. If the Contractor is a town or other municipal corporation and has a self-insurance program under which it acts as a self-insurer for any of such required coverage, it may provide self-funded coverage and certificates or other evidence of such self-insurance in lieu of insurance issued by insurance companies.

5. Indemnification

a. General

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

b. Federal Copyright Act

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

6. Confidentiality

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

7. Assignment and Subcontracting

- a. The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this Agreement, or any of its right, title or interest therein, or its power to execute the Agreement, or assign all or any portion of the monies that may be due or become due hereunder, to any other person or corporation, without the prior consent in writing of the County, and any attempt to do any of the foregoing without such consent shall be of no effect.
- b. The Contractor shall not enter into subcontracts for any of the work contemplated under this Agreement without obtaining prior written approval of the County. Such subcontracts shall be subject to all of the provisions of this Agreement and to such other conditions and provisions

as the County may deem necessary, provided, however, that notwithstanding the foregoing, unless otherwise provided in this Agreement, such prior written approval shall not be required for the purchase of articles, supplies, equipment and services which are incidental to, but necessary for, the performance of the work required under this Agreement. No approval by the County of any subcontract shall provide for the incurrence of any obligation by the County in addition to the total agreed upon price. The Contractor shall be responsible for the performance of any subcontractor for the delivery of service.

8. Conflicts of Interest

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

9. Environmental Tobacco Smoke Certification

By signing this Agreement, the Contractor certifies, pursuant to Public Law 103-227, also known as the Pro-Children Act of 1994 (the "Act"; 20 U.S.C. Section 6081 et seq.), that it will comply with the requirements of the Act and New York State Public Health law Section 1399-o, governing smoking in public places and facilities.

10. No Intended Third Party Beneficiaries

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

11. Independent Contractor

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

12. Non-discrimination in Services

During the performance of this Agreement:

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

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

13. Certification as to Relationship

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

14. Non-discrimination Related to Persons with AIDS or HIV-Related Medical Conditions

The Contractor shall not discriminate in the admission, care, treatment, employment, and confidentiality of persons with AIDS or HIV-related medical conditions. If the Contractor is found to have discriminated or to have breached the confidentiality of AIDS-related medical records, he/she/it will be required to implement remedial plans, including staff education, to prevent future incidents. The County will terminate this Agreement in cases of repeated violations or refusals to comply.

15. Nonsectarian Declaration

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

16. Publications and Publicity

- a. The Contractor shall not issue or publish any book, article, report or other publication related to the Services provided pursuant to this Agreement without first obtaining written prior approval from the County. Any such printed matter or other publication shall contain the following statement in clear and legible print:
"This publication is fully or partially funded by the Suffolk County Executive's Office."
- b. If National Estuary Program funds are being used for this Agreement, then the statement shall also acknowledge using United States Environmental Protection Agency, National Estuary Program Funds.
- c. The Department shall have the right of prior approval of press releases and any other information provided to the media, in any form, concerning the Services provided pursuant to this Agreement.

17. Patents and Copyrights

a. Patents

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

b. Copyrights

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

18. Cooperation on Claims

Each of the parties hereto agrees to render diligently to the other party, without additional 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 in connection with this Agreement.

19. No Implied Waiver

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

20. Set-Off Rights

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

21. Audit and Records Retention

The Contractor shall maintain full and complete books and records of accounts in accordance with generally accepted accounting practices. Such books and records and all other information relating to this Agreement shall be retained for a period of seven (7) years after the last payment under this Agreement and shall be available for audit and inspection by the County Comptroller or his duly designated representative pursuant to Article V of the Suffolk County Charter and by the State and Federal authorized personnel and representatives as may be required or permitted by Federal and State laws, regulations and guidelines. 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.

22. Professional and Skillful Manner

All activities performed hereunder shall be conducted in a competent, professional and skillful manner.

23. Severability

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

24. Governing Law

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

23. Merger; No Oral Changes

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

End of Text for Exhibit A

Exhibit B
Suffolk County Legislative Requirements

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

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

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

2. **Living Wage Law**

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

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

Required Forms: Suffolk County Living Wage Form LW-1; entitled "Suffolk County Department of Labor – Living Wage Unit Notice of Application for County Compensation (Contract)"
Suffolk County Living Wage Form LW-38; entitled "Suffolk County Department of Labor – Living Wage Unit Living Wage Certification/Declaration – Subject To Audit"

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

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

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

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

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

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

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

4. Lawful Hiring of Employees Law

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

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

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

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

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

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

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

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

5. Gratuities

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

6. Prohibition Against Contracting with Corporations that Reincorporate Overseas

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

7. Child Sexual Abuse Reporting Policy

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

8. Non Responsible Bidder

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

9. Use of Funds in Prosecution of Civil Actions Prohibited

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

10. Work Experience Participation

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

11. Suffolk County Local Laws Website Address

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

End of Text for Exhibit B

Exhibit C
Notices and Contact Persons

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

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

For the Department:

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

Suffolk County Department of Health Services
225 Rabro Drive East
Hauppauge, New York 11788-4290
Att. Vito Minei, Division of Environmental Quality
and

For the Contractor:

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

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

2. Notices Relating to Insurance

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

For the Department:

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

Suffolk County Department of Health Services
225 Rabro Drive East
Hauppauge, New York 11788-4290
Att. Contracts Unit

For the Contractor:

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

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

3. Notices Relating to Termination or Litigation

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

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

For the County:

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

Suffolk County Department of Health Services
225 Rabro Drive East
Hauppauge, New York 11788-4290
Att. Commissioner, Department of Health Services
and

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

For Contractor:

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

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

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

End of Text for Exhibit C

Exhibit D
Description of Services

1. Reports/Progress Meetings

The Contractor will be responsible for issuing timely reports in oral presentations and in writing on the status of pending and proposed activities, as may reasonably be requested by the Department. Depending upon the nature of the services provided under this Agreement, the parties may meet from time to time; the meeting time, place and attendees shall be as mutually agreed upon by the parties. All written reports will also be made available to the County in electronic format.

2. Background

The Peconic River flows approximately 17 miles west to east from its headwaters on the Brookhaven National Lab property to its mouth in Flanders Bay. The Peconic River is the longest river on Long Island and the main tributary of the Peconic Estuary, a "nationally significant estuary" as designated by the U.S. Environmental Protection Agency under the Clean Water Act. The entire Peconic River is heavily used by recreational non-motorized boaters. Grangebel Park, located in the Town of Riverhead, is a popular recreational fishing area and also supports an urban subsistence alewife fishery. A canoe and kayak rental facility is located adjacent to Grangebel Park, and numerous canoe and small boat launches are maintained along the River.

Five major dams are situated along the Peconic River:

- Grangebel Park - North spillway & South spillway
- Upper Mills
- Forge Road
- Edwards Avenue and
- Connecticut Avenue.

Prior to the installation of these dams over a century ago for industrial uses such as grist mills and cranberry bogs, indigenous fish such as alewife, other anadromous river herring (e.g., blueback herring, threadfin shad), and American eels (glass eel, elver and yellow eel) ranged throughout the Peconic River.

In 1996, the Peconic Estuary Program worked with the U.S. Fish and Wildlife Service (USFWS) to identify 16 Critical Natural Resource Areas (CNRAs). CNRAs are geographically-specific locations with significant biodiversity that may require an extra level of protection (regulation and/or management) to preserve their unique characteristics. The Peconic River-Pineland Complex is the second largest of the 16 designated CNRAs and was also recognized by the New York State Department of State as a designated Coastal Fish and Wildlife habitat, by the FWS as a Significant Coast Habitat, and by the State of New York as a "Scenic and Recreational River."

In an effort to restore this historic fish habitat, The Peconic Estuary Program (PEP), the Town of Riverhead, the United States Fish and Wildlife Service(USFWS), the National Oceanic and Atmospheric Administration (NOAA), the New York State Department of Environmental Conservation (NYSDEC), and the Peconic River Fish Restoration Commission (PRFRC) joined forces. Beginning in 2000, each spring the PRFRC and partners install a steep pass fish ladder at the North Channel Spillway in Grangebel Park. The fish ladder has proven effective at passing alewife (with as many as 150 adults passing per hour in 2001), but due to the challenge and expense of seasonal installation of the 1,200 pound structure and tampering by park visitors an alternative is preferred. More so, American eels do not pass through this seasonal, temporary fish ladder.

3. Contractor Responsibilities

The Contractor shall conduct a structural analysis of the North Spillway at Grangebel Park. The Structural analysis will include the following:

- a. Detailed inspection and structural analysis of the North Spillway Structure at Grangebel Park.
- b. Analysis of the entire earthen dam for the existing conditions (both spillways) and for the future condition (North Spillway and rock ramp).
- c. Details of all alternative actions for remediation options.
- d. Provision of preliminary construction costs for the remediation options.
- e. Provision of final plans and specifications for consultant's recommended option concerning the North Spillway.
- f. Application preparation for obtaining the required NYSDEC Dam Safety permits.
- g. Additional Topographic Survey at Conspan Bridge location

End of Text for Exhibit D

Exhibit E
Payment Terms and Conditions

1. Total Cost of Agreement

- a. In consideration of the Contractor's faithfully complying with all of the covenants set forth in this Agreement, the County shall pay the Contractor in accordance with this Exhibit E.
- b. The Contractor agrees that it shall be entitled to no more than the fees as set forth in this Agreement, for the completion of all work, labor and services contemplated in this Agreement.
- c. The Contractor may reallocate funds among tasks as more clearly defined in Exhibit F of this Agreement.

2. Exclusive of Taxes

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

3. Claims Process

The Contractor shall prepare and present a claim form supplied by the County and approved for payment by the County ("Suffolk County Payment Voucher"). The claim form shall be accompanied by a certified and itemized statement as to the work performed and/or materials used, and charged in accordance with this Agreement to reflect all charges due thereon. Payment by the County shall be made within thirty (30) days after approval by the Comptroller of the County of Suffolk.

4. Withholding of Payment

The County shall withhold from each claim for payment fifteen percent (15%) of the approved amount of the claim until such time as the reports, maps, or other products described in Exhibit D for the task or tasks to which the claim relates have been approved in writing by the Department. The Contractor agrees to indicate, according to task, the amount to be withheld and to subtract the total amount to be withheld from the total amount of each claim. After the Department has given approval in writing of the required materials of a particular task, the Contractor shall submit a claim for payment, indicating the amount that was withheld for that task.

5. Agreement Subject to Appropriation of Funds

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

6. Final Claim as Full Payment

The acceptance by the Contractor of payment of all billings made on the final approved claim form under this Agreement shall operate as and shall be a release to the County from all claims and liability to the Contractor, its successors, legal representatives and assigns, for Services rendered under this Agreement.

7. Payment Terms

The County shall pay the Contractor the total amount of \$70,000.00 upon completion of Services listed in Exhibit D of this Agreement.

End of Text for Exhibit E

Exhibit F
Environmental Agreement Terms and Conditions

1. Changes in Plan, Service or Report

- a. The Contractor shall submit a progress report with each claim. Such progress report will confirm completion and satisfaction of each task versus the amounts charged to date as a percentage of the total Agreement amount, together with the Contractor's recommendations for future time and activity to be devoted to remaining tasks. The County shall have the right to redirect the Contractor's time and activities on the Study at any time during the term of this Agreement to accomplish said goals and purposes as conceived by the County at any time during the period of this Agreement. The County shall have the absolute right to amend or abandon the Study or to change its general basis at any time, and such action on its part shall in no event be deemed a breach of contract.
- b. The County and the Contractor recognize that the estimates of costs by tasks in Exhibit D of this Agreement may require modification. Therefore, the Contractor may reallocate funds among tasks to accomplish the goals of the Study, without approval, up to but not exceeding fifteen percent (15%) of any line item or in excess of fifteen percent (15%) upon the written request of the Contractor and with the written approval of the Department; provided that the total cost after modifications does not exceed the Total Cost of Agreement on the cover page of this Agreement or of any amendment thereto in writing signed by the parties.

2. Availability of Technical Data

All technical data in regard to the Study, whether existing in the office(s) of the Department or in the office of the Contractor, shall be made available to the other party to this Agreement without expense to such other party, as the case may be.

3. Delivery of All Survey Notes, Computations, Documents, Etc.

At the time of completion of the work, the Contractor shall, if requested, deliver to the Department all survey notes, computations, maps, tracings, and all other documents, data models and products pertaining to the Study, which material at all times shall be the property of the County and/or the Agency as identified in Exhibit G, as the case may be. In the event that this Agreement is terminated for any reason, then within ten (10) days after such termination, the Contractor shall deliver to the Department all the data and material described herein above. All original tracings of maps and other data furnished to the Department by the Contractor shall bear thereon the certification and signature of the Contractor.

End of Text for Exhibit F

Exhibit G

Peconic Estuary Program (PEP) Agreement Terms and Conditions

1. Cooperation with Federal Government

The parties acknowledge that this contract is being funded, at least in part, with United States Environmental Protection Agency (USEPA) grant funds. Upon request, the Contractor agrees to cooperate with USEPA or other federal government agencies to the best of the Contractor's ability.

2. Property

The County and USEPA retain the right to claim all property procured by the Contractor using federal grant funds under this Agreement. The Contractor will promptly turn over any property so claimed. Said right of claim will survive the termination or expiration of this Agreement.

3. Compliance with Peconic Estuary Program Data Management Strategy

All data provided in the Study must comply with the Peconic Estuary Program Data Management Strategy (December 12, 1993).

4. Quality Assurance/Quality Control

The Contractor shall comply with all of USEPA's Quality Assurance/Quality Control requirements and shall provide an approvable Quality Assurance Plan prior to commencing efforts.

5. Disadvantaged Business Enterprises and Small Businesses in Rural Areas, Minority Business Enterprise and Women's Business Enterprise

The Contractor shall strive to meet the USEPA's Disadvantaged Business Enterprise, Small Businesses in Rural Areas, Minority Business Enterprise, and Women's Business Enterprise fair share goals and shall comply with the USEPA reporting requirements, as needed.

6. Management Committee Approval

The work and/or services performed under this Agreement are subject to the continuing approval and guidelines of the Peconic Estuary Program Management Committee.

7. Disclaimer

The following disclaimer must accompany all work products disseminated since they were not developed by USEPA and may not represent USEPA priorities:

"Although the information in this document has been funded wholly or in part by the United States Environmental Protection Agency under assistance agreement (Number) to Suffolk County, it may not necessarily reflect the views of the Agency and no official endorsement should be inferred."

8. USEPA Funding

- a. Unless otherwise provided in this Agreement, certain payments under this Agreement are subject to and contingent upon continued funding by the USEPA. If, for any reason, the full amount of such funding is not made available to the County, this Agreement may be terminated in whole or in part or the amount payable to the Contractor may be reduced, at the discretion of the Department, provided that any such termination or reduction shall not apply to allowable costs incurred by the Contractor prior to such termination or reduction to the extent that grant award funds are available to the County for such payment of such costs.
- b. To the extent that USEPA reimbursement to the County shall be denied as a result of late submission of claims to the County, the Contractor shall repay to the County all monies disbursed to the Contractor. In addition, if the final claim from the Contractor, or any supplementary claim, is submitted to the County by the Contractor later than fifty (50) days after the end of the Budget Period, the County may, at its sole discretion, refuse to pay that claim.

9. USEPA Applicable Terms, Conditions or Restrictions

The Contractor agrees to comply with any other applicable terms, conditions or restrictions contained in the grant agreement under which the County of Suffolk received funding for the subject Agreement from the United States Environmental Protection Agency.

End of Text for Exhibit G

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

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

1. Contractor's/Vendor's Name: _____
Address: _____
City and State: _____ Zip Code: _____
2. Contracting Department's Name: **Suffolk County Department of Health Services**
Address: **225 Rabro Drive East, Hauppauge, New York 11788**
3. Payee Identification or Social Security No.: _____
4. Type of Business: _____ Corporation _____ Partnership _____ Sole Proprietorship _____ Other _____
- 5.a Is contractor/vendor entering into or has contractor/vendor entered into a contract with Suffolk County in excess of \$1,000? _____ Yes _____ No.
- 5.b Has contractor/vendor entered into three or more contracts, including the one for which you are now completing this form, with Suffolk County, any three of which, when combined, exceed \$1,000? _____ Yes _____ No.
If you answered yes to either part 5.a or 5.b, you must complete parts 6 through 9.
In any event you must complete items 10 and 13.
6. Table of Organization. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, names and addresses of all partners, and names and addresses of all corporate officers. Conspicuously identify any person in this table of organization who is also an officer or an employee of Suffolk County. (Attach additional sheet if necessary).

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

8. Does contractor/vendor derive 50% or more of its total revenues from its contractual or vendor relationship with Suffolk County? _____ Yes _____ No.
9. If you answered **yes** to 8 above, you must submit with this disclosure statement, a complete financial statement listing all assets and liabilities as well as a profit and loss statement. These statements must be certified by a Certified Public Accountant. (Strike this out if not applicable.)
10. The undersigned shall include this Contractor's/Vendor's Public Disclosure Statement with the contract. (Describe general nature of the contract.) _____
11. **Remedies.** The failure to file a verified public disclosure statement as required under local law shall constitute a material breach of contract. Suffolk County may resort, use or employ any remedies contained in Article II of the Uniform Commercial Code of the State of New York. In addition to all legal remedies, Suffolk County shall be entitled, upon a determination that a breach has occurred, to damages equal to fifteen percent (15%) of the amount of the contract.

12. If you are one of the entities listed below at a) through c) or you qualify under d) below, you are exempt from completing paragraphs numbered 1 through 11 herein:

_____ a) Hospital

_____ b) Educational or governmental entities

_____ c) Not-for-profit corporations

_____ d) Contracts providing for foster care, family day-care providers or child protective services

Please check to the left side of the appropriate exemption.

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

Dated: _____ Signed: _____

Printed Name of Signer: _____

Title of Signer: _____

Name of Contractor/Vendor: _____

UNIFORM CERTIFICATE OF ACKNOWLEDGMENT
(Within New York State)

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

On the ____ day of _____ in the year 2008 before me, the undersigned, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies) and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(signature and office of individual taking acknowledgment)

UNIFORM CERTIFICATE OF ACKNOWLEDGMENT
(Without New York State)

STATE OF _____)
COUNTY OF _____) ss.:

On the ____ day of _____ in the year 2008 before me, the undersigned, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies) and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(signature and office of individual taking acknowledgment)

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

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

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

Section I

Check if
Applicable

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

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

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

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

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

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

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

Section II

Check if
Applicable

The Union Organizing Law does not apply to this contract for the following reason(s): _____

Section III

Contractor Name: _____ Federal Employer ID#: _____

Contractor Address: _____ Amount of Assistance: _____

_____ Vendor #: _____

Contractor Phone #: _____

Description of project or service: _____

Section IV

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

Section V

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

Authorized Signature

Date

Print Name and Title of Authorized Representative

May 6, 2008

Adopted

TOWN OF RIVERHEAD

RESOLUTION # 414

AUTHORIZES THE SUPERVISOR TO EXECUTE A GRANT AGREEMENT WITH SUFFOLK COUNTY FOR COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS

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

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Riverhead Town Board hereby authorizes the Town Supervisor to execute the grant contracts with Suffolk County.

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

THE VOTE

Wooten ~~Yes~~ No

Buckley ~~Yes~~ No

Dunleavy ~~Yes~~ No

Blass ~~Yes~~ No

Cardinale ~~Yes~~ No

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

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

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

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

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

AGREEMENT

This Agreement, is between the County of Suffolk (County), a municipal corporation of the State of New York, acting through its duly constituted Office of Community Development, ("Department") located at 100 Veterans Memorial Highway, P.O. Box 6100, Hauppauge, N.Y. 11788, and the Town of Riverhead, (Contractor), a municipal corporation under the laws of the State of New York, located at 200 Howell Avenue, Riverhead, N.Y. 11901.

The Contractor has heretofore expressed its desire to undertake or assist in undertaking essential community development and housing assistance activities as set forth in the Housing and Community Development Act of 1974, as amended (hereinafter referred to as "the Act"); and

The County has received and accepted a grant from the U.S. Department of Housing and Urban Development (hereinafter referred to as "HUD") for the purposes of the Act pursuant to Suffolk County Resolution No. 133 of 2008; and the parties desire to undertake various eligible activities under the Act; and the parties heretofore have entered into a cooperative agreement for said purposes.

Term of Agreement: As provided in paragraph 24 of Exhibit V of this Agreement, unless sooner terminated as provided in paragraph (2) of Exhibit I of this agreement.

Total Cost of Agreement: Shall not exceed \$156,000.00 as set forth in Exhibits VI and VII, attached.

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

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

Town of Riverhead

County of Suffolk

By: _____
Hon. Phil Cardinale
Town Supervisor

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

Fed. Taxpayer ID #: 11-6001935
Date: _____

Date: _____

Approved:
Office of Community Development

Approved as to Legality:

Christine Malafi
Suffolk County Attorney

By: _____
Joseph T. Sanseverino
Director

By: _____
Jacqueline Caputi
Assistant County Attorney

Date: _____

Date: _____

Community Development Block Grant Agreement

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EXHIBIT I
General Terms and Conditions

1. Contractor Responsibilities

a. Services

The Contractor for the consideration herein provided, agrees to complete in the most substantial workmanlike manner the community development project(s) as described in Exhibits VI and VII, attached hereto and made a part hereof (hereinafter referred to as "CD Project(s)"). CD Projects shall not be located outside the boundaries of the Contractor without the written approval of the County and the affected jurisdiction.

b. Qualifications and Licenses

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

c. Engineering Certificate

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

2. Term and Termination

a. Term

This Agreement shall cover the period set forth on page one of this Agreement, unless sooner terminated as provided below. Upon receipt of a Termination Notice, as that term is defined

Community Development Block Grant Agreement

below, the Contractor shall promptly discontinue all Services affected, unless otherwise directed by the Termination Notice.

b. Termination for Cause

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

c. Termination for Emergencies

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

d. Termination for Convenience

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

e. **Payments upon Termination**

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

3. **Indemnification**

a. **General**

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

b. **Federal Copyright Act**

The Contractor hereby represents and warrants the Contractor, will not infringe upon any copyrighted work or material in accordance with the Federal Copyright Act during the performance of this Contract. Furthermore, the Contractor agrees that it shall protect, indemnify and hold harmless the County and its officers, officials, employees, contractors, agents and other

Community Development Block Grant Agreement

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

4. Insurance

- a. The Contractor agrees to procure, pay the entire premium for and maintain throughout the term of this Agreement, insurance in amounts and types specified by the County and as may be mandated and increased from time to time. The Contractor agrees to require that all of its subcontractors, in connection with work performed for the Contractor related to this Agreement, procure, pay the entire premium for and maintain throughout the term of this Agreement insurance in amounts and types equal to that specified by the County for the Contractor. Unless otherwise specified by the County and agreed to by the Contractor, in writing, such insurance shall be as follows:
 - i. Commercial General Liability insurance, including contractual liability coverage, in an amount not less than Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury and Two Million Dollars (\$2,000,000.00) per occurrence for property damage.
 - ii. Automobile Liability insurance (if any vehicles are used by the Contractor in the performance of this Agreement) in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) per person, per accident, for bodily injury and not less than One Hundred Thousand Dollars (\$100,000.00) for property damage per occurrence.
 - iii. Workers' Compensation and Employer's Liability insurance in compliance with all applicable New York State laws and regulations and Disability Benefits insurance, if required by law. Contractor shall furnish to the County, prior to its execution of this Agreement, the documentation required by the State of New York Workers' Compensation Board of coverage or exemption from coverage pursuant to §§57 and 220 of the Workers' Compensation Law. In accordance with General Municipal Law §108, this Agreement shall be void and of no effect unless the Contractor shall provide and maintain coverage during the term of this Agreement for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

Community Development Block Grant Agreement

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

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

5. Independent Contractor

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

6. Severability

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

7. Merger; No Oral Changes

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

8. SET-OFF RIGHTS

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

9. Non-Discrimination Under Title VI of the Civil Rights Act of 1964 and Title VIII of the Civil Rights Act of 1968:

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and HUD regulations with respect thereto including the regulations under 24 CFR Part I. No person in the United States shall, on the grounds of race, color, religion, sex, sexual orientation, age, creed, ancestry, disability or other handicap or marital/familial status, military status or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

This Agreement is also subject to the requirements of Title VIII of the Civil Rights Act of 1968, known as the "Fair Housing Act", which provides that it is the policy of the United States to provide, within constitutional limitations, fair housing throughout the United States, and prohibits any person from discriminating in the sale or rental of housing, the financing of housing, or the provision of brokerage services, including in any way making unavailable or denying a dwelling to any person, because of race, color, religion, sex, sexual orientation, age, creed, ancestry, disability or other handicap or marital/familial status, military status or national origin. The Contractor

Community Development Block Grant Agreement

is required to administer all programs and activities related to housing and community development in a manner to affirmatively further fair housing.

In addition, the Contractor must make Community Development funds available in accordance with the Fair Housing Act, Executive Order 11063, as amended by Executive Order 12259 (Equal Opportunity in Housing), Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans With Disabilities Act of 1990, Section 504 of the Rehabilitation Act of 1973, and the requirements of Executive Order 11246 (Equal Employment Opportunity), as amended by Executive Orders 11375 and 12086.

10. Constitutional Prohibition:

In accordance with First Amendment Church and State Principles, the Contractor shall comply with 24 CFR 570.200(j) of the federal regulations regarding the use of Community Development funds by religious organizations and CPD Notice 04-10.

11. Governing Law

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

12. No Implied Waiver

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

13. Conflicts of Interest

- a. The Contractor agrees that it will not during the term of this Agreement engage in any activity that is contrary to and/or in conflict with the goals and purposes of the County.
- b. The Contractor is charged with the duty to disclose to the County the existence of any such adverse interests, whether existing or potential. This duty shall continue so long as the Contractor is retained on behalf of the County. The determination as to whether or when a conflict exists or may potentially exist shall ultimately be made by the County Attorney after full disclosure is obtained.
- c. Interest of Certain Federal Officials: No member of or Delegate to the Congress of the United States and no Resident Commissioner shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.
- d. Interest of Local Public Officials: No member, officer or employee of the Contractor or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or

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responsibilities with respect to the program during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this Agreement. The Contractor shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this paragraph.

- e. **Prohibition Against Payments of Bonus or Commission:** The assistance provided under this Agreement shall not be used in the payment of any bonus or commission for the purpose of obtaining HUD approval of the application for such assistance, or HUD approval of applications for additional assistance, or any other approval or concurrence of HUD required under this Agreement, Title I of the Housing and Community Development Act, or HUD regulations with respect thereto; provided, however, that reasonable fees for bona fide technical, consultant, managerial or other such services itemized on the basis of time and materials other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

14. Cooperation on Claims

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

15. Confidentiality

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

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

c) The Contractor further agrees to implement such procedures for safeguarding information, as the County shall require. The Contractor further agrees to indemnify and hold the County and the Department harmless against any loss, damage, cost or expense arising out of any suit, claim or demand which may be brought or made against the County or the Department by reason of a breach of these provisions.

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

Community Development Block Grant Agreement

16. Assignment and Subcontracting

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

17. Obligations of Contractor With Respect to Certain Third-Party Relationships:

The Contractor shall remain fully obligated under the provisions of this Agreement, notwithstanding its designation of any third party or parties for the undertaking of all or any part of the program for which assistance is being provided under this Agreement to the Contractor. The Contractor shall comply with all lawful requirements applicable to the County as the applicant under the Housing and Community Development Act of 1974, as amended.

Any contract between the Contractor and a third-party subrecipient shall be in compliance with all applicable Federal, state, and local laws, rules and regulations and shall include the following provisions in a written agreement:

- a) A description of each task to be undertaken by the subrecipient, a schedule for completing each task and a budget for each task.
- b) Specification of records, reports and data to be maintained or submitted.
- c) Designation of whether program income is to be returned to the Contractor or retained by the subrecipient. Where the subrecipient is to retain the program income, the specific activities to be undertaken with the program income shall be indicated, and all the provisions of the Agreement shall apply to the activities undertaken. All program income shall be substantially disbursed for agreed-upon activities before the Contractor shall request additional cash withdrawals for the same activities.
- d) Requirement of compliance with applicable OMB Circulars.
- e) Compliance with the following Federal law and regulations:

Community Development Block Grant Agreement

- 1) Public Law 88-352 the Civil Rights Act of 1964 and Public Law 90-284 known as the Fair Housing Act.
 - 2) Section 109 of the Act requiring that no person be excluded from participation or denied benefits, or be subjected to discrimination on the grounds of race, color, national origin, sex, creed, ancestry, disability or other handicap or marital/familiar status.
 - 3) Section 110 of the Act regarding labor standards for contractor or subcontractors performing construction work.
 - 4) Section 202(a) of the Flood Disaster Protection Act of 1973.
 - 5) Executive Order 11246 which prohibits discrimination in employment and Section 3 of the Housing and Urban Development Act of 1968 regarding the provision of employment to low income persons residing within the boundaries of the Consortium.
 - 6) 42 U.S.C. 3535(d) 4821 and 4851 of the Lead-Base Paint Poisoning Prevention Act.
 - 7) 24 CFR Part 24 prohibiting the use of debarred, suspended or ineligible Contractor or subrecipients.
 - 8) 24 CFR Part 570.511 regulations prohibiting persons receiving benefits who have a conflict of interest.
 - 9) 24 CFR Part 570.200(j) which prescribes the use of CDBG funds by religious organizations.
- f) Indication that the Agreement may be terminated for default, inability, or failure to perform.
- g) Requirement that any CDBG funds on hand or accounts receivable at the time of termination shall be returned to the Contractor.
- h) Provision to ensure that any real property under the subrecipient's control that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000 is either:
- 1) Used to meet one of the national objectives for at least five year after expiration of the Agreement, or such longer period of time as determined appropriate by the County; or
 - 2) Disposed of in a manner which results in the Contractor being reimbursed in the amount of the current fair market value of the property less any portion attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property.
- i) Provision to ensure that:
- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the subrecipient, to any person for influencing or attempting to influence an

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officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the subrecipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

18. Certification as to Relationships

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

19. Publications and Publicity

- a. The Contractor shall not issue or publish any book, article, report or other publication related to the Services provided pursuant to this Agreement without first obtaining written prior approval from the County. Any such printed matter or other publication shall contain the following statement in clear and legible print:
"This publication is fully or partially funded by the Suffolk County Executive's Office."
- b. The Department shall have the right of prior approval of press releases and any other information provided to the media, in any form, concerning the Services provided pursuant to this Agreement.

20. Copyrights and Patents

a. Copyrights

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

Community Development Block Grant Agreement

b. Patents

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

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

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

End of Text for Exhibit I

Exhibit II
Suffolk County Legislative Requirements

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

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

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

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

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

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

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

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

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

Community Development Block Grant Agreement

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"

3. Lawful Hiring of Employees Law

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

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

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

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

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

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

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

Required Forms: Suffolk County Lawful Hiring of Employees Law Form LHE-6; entitled "Suffolk County Department of Labor –"Notice Of Non-Applicability For Compliance With Federal Law (8 U.S.C. SECTION 1324a) With Respect To Lawful Hiring of Employees"

4. Gratuities

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

5. Prohibition Against Contracting with Corporations that Reincorporate Overseas

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

6. Child Sexual Abuse Reporting Policy

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

7. Non Responsible Bidder

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

8. Use of Funds in Prosecution of Civil Actions Prohibited

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

9. Work Experience Participation

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

10. Suffolk County Local Laws Website Address

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

End of Text for Exhibit II

Exhibit III
Notices and Contact Persons

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

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

For the Department:

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

Suffolk County Community Development
H. Lee Dennison Building
P.O. Box 6100
100 Veterans Memorial Highway
Hauppauge, N.Y. 11788
Attn: Joseph T. Sanseverino, Office of Community Development

For the Contractor:

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

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

2. Notices Relating to Termination and/or Litigation

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

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

For the County:

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

Suffolk County Community Development
H. Lee Dennison Building
P.O. Box 6100
100 Veterans Memorial Highway
Hauppauge, N.Y. 11788
Attn: Joseph T. Sanseverino, Office of Community Development

Community Development Block Grant Agreement
and

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

For Contractor:

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

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

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

End of Text for Exhibit III

Exhibit IV
General Payment Terms and Conditions

1. General Payment Terms

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

2. Agreement Subject to Appropriation of Funds

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

3. Specific Payment Terms and Conditions

a. Limit of County's Obligations

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

- b. Budget: The Contractor represents and agrees that the Budget, as listed in Exhibit VII, attached hereto and made a part hereof plus program income assigned to the Contractor by the County, includes all costs of materials, appliances, tools and labor needed by the Contractor to undertake the CD Project(s).

If requested by the Contractor, the County may increase or decrease the costs of any CD Project(s), subject to applicable HUD regulations and approval by the County, with the understanding that the total allocated to the Contractor as specified in Exhibit VII hereof, shall remain unchanged unless such change is approved by the County, and provided that the funding committed does not exceed the amount of grant award plus assigned program income.

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- c. **Limitations:** Payments to the Contractor are limited to funds deposited with the County pursuant to the Federal grant. Said payment to the Contractor shall be for approved project expenditures, not to exceed the budget as listed in Exhibit VII plus assigned program income.

The Contractor shall not be reimbursed for any project or part thereof, other than administrative activities, which occurred prior to HUD's "Notice of Removal of Grant Conditions and Release of Funds." (See Exhibit A). Activities which require compliance with Federal regulations 24 CFR Part 58 environmental standards as a condition precedent to Release of Funds are attached hereto as Exhibit VI and made part hereof, this includes the filing for Environmental Review as appropriate. Compliance with Environmental regulations shall also apply to all new or revised activities developed subsequent to the execution of this Agreement.

- d. **Payment Vouchers**

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

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

The Contractor agrees that if, for any reason whatsoever, the Contractor shall spend during the term of the Agreement for the purposes set forth in this Agreement an amount less than, or receive amounts more than, provided in the Budget, the total County payment under this Agreement shall be reduced to the net amount of approved actual Contractor expenditures made for such purposes, and that the total amount to be paid by the County shall not exceed the lesser of (i) approved

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actual net expenditures or (ii) the Total Cost of the Agreement on the cover page and in the Budget. Upon termination or expiration of this Agreement, if the Contractor's total amount of allowable expenses are less than the total amount of the payments made during the term, the Contractor shall prepare a check payable to the order of the Suffolk County Treasurer for the difference between the two amounts and include such payment with the claim voucher submitted to the County.

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

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

g. **Payments Contingent Upon Federal Funding**

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

4. **Accounting Procedures**

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

5. **Audit**

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

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

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

7. **Financial Statements and Audit Requirements**

- a. Notwithstanding any other reporting or certification requirements of Federal, State or local authorities, the Contractor shall obtain the services of an independent licensed public accountant or certified public accountant (the "Auditor") to audit its financial statements for each contract fiscal year in which the Contractor has received, or will receive, \$300,000 or more from the County, whether under this Agreement or otherwise, and shall submit a report on the overall

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financial condition and operations of the Contractor, including a balance sheet and statement of income and expenses, attested by the Auditor as fairly and accurately reflecting the accounting records of the Contractor in accordance with generally accepted accounting principles. The Contractor is encouraged to solicit requests for proposals (RFPs) from a number of qualified accounting firms and to review carefully the costs of, and qualifications for, this type of work before selecting the Auditor.

- b. The Auditor should be required to meet the following minimum requirements:
 - i. a current license issued by the New York State Education Department;
 - ii. sufficient auditing experience in the nonprofit, governmental or profit-making areas, as applicable; and
 - iii. a satisfactory peer review issued within not more than three years prior to the date when the Auditor was selected to conduct the audit.
- c. The audit must be conducted in accordance with generally accepted governmental auditing standards (GAGAS). Financial statements must clearly differentiate between County-funded programs and other programs that the Contractor may be operating. The use of subsidiary schedules should be encouraged for this purpose. The Auditor must also prepare a management letter based on the audit.
- d. Furthermore, if the Contractor is a non-profit organization or unit of local government and expends \$500,000 or more of Federal monies, whether as a recipient expending awards received directly from Federal awarding agencies, or as a subrecipient expending Federal awards received from a pass-through entity, such as New York State or Suffolk County, during any fiscal period within which it receives funding under this Agreement ("fiscal year"), the audit must be conducted, and the audit report ("Single Audit Report") must be, in accordance with OMB Circular No. A-133 (revised June 27, 2003). Single Audit Reports must also be submitted to the designated clearinghouse, cognizant agency and/or pass-through entity, to the extent required by the OMB Circular just referred to.
- e. The Contractor must submit a statement in writing, certified by its chief financial officer, which states the amount of Federal funding expended by the Contractor during such fiscal year. The Contractor must mail or deliver the certified statement to the Department and to Executive Director of Auditing Services, Suffolk County Department of Audit and Control, H. Lee Dennison Building, 100 Veterans Memorial Highway, P. O. Box 6100, Hauppauge, New York 11788-0099, as soon as possible after the end of the Contractor's fiscal year. The statement should include ALL Federal funding received directly from the Federal government and ALL Federal funds passed through from the County and other pass-through entities.

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- f. Copies of all financial statements, management letters, Single Audit Reports (if applicable) and other audit reports, if required, must be transmitted to the Department and to the Executive Director of Auditing Services at the address just set forth. The reports must be submitted within thirty (30) days after completion of the audit, but in no event later than nine (9) months after the end of the Contractor's fiscal period to which the audit relates.
- g. These requirements do not preclude the Department or the Suffolk County Comptroller or their authorized representatives or Federal or State auditors from auditing the records of the Contractor. Therefore, the records of the Contractor must be made available to authorized representatives of Federal, State or County government for that purpose.
- h. The Contractor agrees that it will comply with the applicable provisions of Federal Office Management and Budget Circulars A-87, A-110, A-128 and 27 CFR Part 85.

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

8. Statement of Other Contracts

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

Exhibit V

Federal Requirements

1. Grant Administration:

a) **Authorization:** Notwithstanding any other provision of this Agreement, the Contractor must submit evidence, and the County must certify, prior to any commitment of funds under this Agreement, that all grant responsibilities have been met and are in accordance with applicable regulations. Upon such certification, the County will give notice authorizing the Contractor to begin CD Project(s).

b) **Supervision:** It is agreed that the nature and extent of the CD Project(s) undertaken pursuant to this Agreement shall be subject to the general supervision of the County. The County as applicant is primarily responsible for the program. The Contractor agrees to comply fully with rules, regulations, criteria, guidelines and expenditure controls heretofore adopted or to be adopted by the County and Federal Governments pursuant to law.

2. County-Contractor Relationship:

The relationship of the Contractor to the County shall be governed as expressly provided for in the Suffolk County Cooperation Agreement and this Agreement.

3. National Objectives:

Contractor certifies that the CD projects carried out under this Agreement meet the National Objectives as defined in 24 CFR 570.208.

4. Performance:

The Contractor agrees to begin work on its CD Project(s) within a reasonable time after the effective date of this contract and meet timely expenditure requirements. The Contractor will be considered to meet timely requirements if by January 15th of each year its total balance of unexpended funds from all program years does not exceed 1.5 times the Contractor's most recent annual Community Development allocation.

If the Contractor has unexpended balances from previous years' funding, which are from four or more years prior to the current program year, or

If the Contractor has a past history of not meeting timely expenditure requirements, or

If the Contractor, by January 15th has a total balance of unexpended funds from all program years, which exceed 1.5 times the Contractor's most recent annual Community Development allocation, the County may take the following actions either singularly or in combination:

- a) Require the Contractor to submit information to the County regarding the reasons for lack of performance and actions being taken to remove the causes for delay.

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- b) Require the Contractor to demonstrate to the County that the Contractor has the capacity to carry out CD Project(s) and meet Community Development timely expenditure requirements.
- c) Require the Contractor to submit to the County progress schedules for completing CD Project(s) in compliance with Community Development timely expenditure requirements.
- d) Issue a letter of warning to the Contractor advising that more serious sanctions will be taken if the deficiency is not corrected or is repeated.
- e) Require the Contractor to suspend, discontinue or not incur costs for CD Project(s).
- f) Condition or reduce the Contractor's allocation of Community Development funds in the succeeding year.
- g) Reduce the Contractor's allocation of Community Development funds in the current year by 100 percent of the total balance of unexpended funds, from all program years, which exceed 1.5 times the Contractor's most recent annual Community Development allocation.

5. Citizen Participation:

The Contractor agrees to provide citizens with adequate information concerning the amount of funds available for proposed Community Development projects, the range of eligible activities, and other important program requirements. The Contractor also agrees to provide citizens with adequate opportunities to articulate needs, express preferences about proposed activities, assist in the selection of priorities, and otherwise assist and participate in the development of the Housing and Community Development Program. Pursuant to this requirement, each Contractor shall hold at least one public hearing during the annual application preparation period, prior to the submission to HUD. The County shall also hold at least one pre-submission public hearing.

6. Flood Disaster Protection:

This Agreement is subject to Section 202(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4106) which provides that no Federal officer or agency shall approve any financial assistance for acquisition or construction purposes (as defined under Section 3(a) of said Act (42 U.S.C. 400(a)), one year after a community has been formally notified of its identification as a community containing an area of special flood hazard, for use in any area that has been identified by the Director of the Federal Emergency Management Agency as an area having special flood hazards unless the community in which such area is situated is then participating in the National Insurance Program. Notwithstanding the date of HUD approval of the recipient's submission of the grantee's annual action plan, funds provided under this part shall not be expended for acquisition or construction purposes in an area that has been identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards unless the community in which the area is situated is participating in the National Flood Insurance Program in accordance with 44 CFR Parts 59-79, or less than a year has passed since FEMA notification to the community regarding such hazards; and flood insurance is obtained in accordance with Section 102(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001).

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Any contract or agreement for the sale, lease or other transfer of land acquired, cleared or improved with assistance provided under this Agreement shall contain, if such land is located in an area identified by the Federal Government as having special flood hazards and in which the sale of flood insurance has been made available under the Flood Insurance Act of 1968, as amended, 42 USC 4001, *et. seq.*, provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102(a) of the Flood Disaster Protection Act of 1973. Such provisions shall be required, notwithstanding the fact that the construction on such land is not itself funded with assistance provided under this Agreement.

7. Equal Employment Opportunity and Affirmative Action:

a) **Equal Opportunity:** In carrying out the Community Development Program, the Contractor shall ensure that no person, on the grounds of race, color, creed, ancestry, disability or other handicap, age, marital/familial status, military status, national origin, sexual orientation, religion or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with Community Development Block Grant funds.

The Contractor shall take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, creed, ancestry, disability or other handicap, marital/familial status, military status, religion, sex, sexual orientation, age or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants to employment, notices to be provided by the Federal Government setting forth the provisions of this non-discrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, age, creed, ancestry, disability or other handicap, marital/familial status, military status, or national origin.

The Contractor shall incorporate the foregoing requirements of this Subparagraph a in all of its contracts for program work, except contracts governed by Subparagraph b of this Paragraph, and will require all of its contractors for such work to incorporate such requirements in all subcontracts for program work.

The Contractor shall have its own Affirmative Action Plan which meets Federal requirements on file with the County Community Development Office and approved by HUD or be bound by a Consortium-wide Affirmative Action Plan developed by the County and applicable to local personnel funded with Community Development Block Grant funds. The County Community Development Director shall be designated as the Consortium's Affirmative Action Officer.

Separate Community Development Agencies, will be required to develop and implement their own Affirmative Action Plan, unless such a plan has already been developed and approved by HUD. The Agency's Plan must be submitted to the U.S. Department of Housing and Urban Development for its review and approval. If

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the Plan is not acceptable to the County or HUD, the Community Development Agency will be required to submit a revised Plan(s), until approved by HUD.

All employees of the Contractor paid with CDBG funds must meet all New York State Civil Service Requirements for employment; however, this provision shall not apply to any Community Development Agency or its employees.

b) Contracts Subject to Executive Order 11246, as amended, shall be subject to HUD Equal Employment Opportunity regulations at 24 CFR Part 130 applicable to HUD-assisted construction contracts.

The Contractor shall cause or require to be inserted in full in any non-exempt contract and subcontract for construction work, or modification thereof, as defined in said regulations, which is paid for in whole or part with assistance provided under this Agreement, the following equal opportunity clause:

During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, creed, ancestry, disability or other handicap or marital/familial status or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and the employees are treated during employment, free from such discrimination. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.
2. The Contractor will, in all solicitations for advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, creed, ancestry, disability or other handicap or marital/familial status or national origin.
3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the contract Compliance Officer advising the said labor union or workers representatives of the Contractor's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965; 24 CFR 570.603; and 24 CFR 570.607; and by the rules, regulations, and orders of the Secretaries of Labor and Housing and Urban Development, or pursuant thereto, and will permit access to his books, records and accounts by the Federal Government and the Secretary

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of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

6. In the event of the Contractor's non-compliance with the non discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or Federally assisted construction contract procedures authorized in Executive Order 11246 or September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Contractor will include the portion of the sentence immediately preceding Paragraph 1 through 7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issues pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Federal Government may direct as a means of enforcing such provisions, including sanctions for non-compliance; providing, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a sub-contractor or vendor as a "result of such direction of the Federal government, the Contractor may request the United States to enter into such litigation to protect the interest of the United States."

The Contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in Federally-assisted construction work; provided, however, that if the Contractor so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Contractor agrees that it will assist and cooperate actively with the Federal Government and the Secretary of Labor in obtaining the compliance of contractor's and subcontractors with the equal opportunity clause and the rules, regulation, and relevant orders of the Secretary of Labor; that it will furnish the Department and the Secretary of Labor such information as they may require for the supervision of such compliance and that it will otherwise assist the Federal Government in the discharge of its primary responsibility for securing compliance.

The Contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally-assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause by any Government Contractor in accordance with procedures established by the Secretary of Labor pursuant to Part II, Subpart D, of the Executive Order. In addition, the Contractor agrees that if it fails or refuses to comply with these undertakings, the Federal Government may take any or all of the following actions: cancel, terminate, or suspend in whole or in part the grant or loan guarantees; refrain from extending any further assistance to the Contractor under the program with respect to

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which the failure or refusal occurred until the satisfactory assurance of future compliance has been received from such Contractor, and refer the case to the Department of Justice for appropriate legal proceedings.

e) **Section 3 of the Housing and Urban Development Act**

The Contractor shall comply with Section 3 of the Housing and Urban Development Act of 1968 as same may be amended from time to time. In planning and carrying out Community Development projects, the Contractor shall ensure, to the greatest extent feasible, that opportunities for training and employment be given to lower income persons residing within the boundaries of the County consortium and that contracts for work on Community Development projects be awarded to eligible business concerns which are located in or owned in substantial part by persons residing within the boundaries of the Consortium.

The Contractor shall cause or require to be inserted in full, in all contracts and subcontracts for work financed in whole or in part with assistance provided under this Agreement, the Section 3 clause set forth in 24 CFR 135.20(b). The Contractor shall provide such copies of 24 CFR Part 135 as may be necessary for the information of parties to contracts required to contain the Section 3 clause.

d) **Minority Business and Women's Business Enterprise**

The Contractor must comply with Executive Orders 11625 and 12432 and at a maximum make good faith efforts to encourage the use of minority and women's business enterprise in connection with Community Development funded activities.

The Contractor, to the maximum extent possible, shall ensure the inclusion of minorities and women, and entities owned by minorities and women, including, without limitation, real estate firms, construction firms, appraisal firms, management firms, financial institutions, investment banking firms, underwriters, accountants, and providers of legal services, in all contracts entered into with such persons or entities, public and private, in order to facilitate the activities of the Community Development Program.

8. **Lead Based Paint Hazards:**

The construction or rehabilitation of residential structures with assistance provided under this Agreement is subject to the requirements of 24 CFR Part 35, subparts A, B and R and subparts C through M when applicable. Any rehabilitation or acquisition of residential structures by the Contractor with assistance provided under this Agreement shall be made subject to Lead-Based Paint Poisoning Prevention, and the Contractor shall be responsible for notifications, certified hazard evaluations, certified hazard reduction, certified safe construction work places, certified clearances and record keeping.

9. **Fire Prevention and Control Act:**

Housing assistance provided in the form of a grant, contract, loan guarantee, cooperative agreement, interest subsidy, interest or direct appropriation under this Agreement is subject to the provisions of the Fire Administration Authorization Act of 1992 (Pub. L. 102-522). The Contractor shall be required to comply with applicable fire protection and safety standards.

The Contractor agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Contractor agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Contractor shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Department for review upon request.

The Contractor agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Department pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Contractor of its obligation, if any, to require payment of the higher wage. The Contractor shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

11. Compliance With Air and Water Acts:

This Agreement is subject to the requirements of the Clean Air Act, as amended, 42 USC 1857, *et seq.*; the Federal Water Pollution Control Act, as amended, 33 USC 1251, *et seq.*; and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR 15, as may be amended from time to time.

In compliance with said regulations, the Contractor shall cause or require to be inserted in full in all contracts and subcontracts with respect to any non-exempt transaction thereunder funded with assistance provided under this Agreement, the following requirements:

- a) A stipulation by the contractor or subcontractors that any facility to be utilized in the performance of any non-exempt contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
- b) Agreements by the Contractor to comply with all their requirements of Section 114 of the Clean Air Act, as amended (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended (33 USC 1318), relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- c) A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility

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utilized or to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

- d) Agreement by the Contractor that he will include or cause to be included the criteria and requirements in subparagraphs a through d of this Paragraph in every non-exempt subcontract and requiring that the Contractor will take such action as the Federal Government may direct as a means of enforcing such provisions.

In no event shall any amount of the assistance provided under this Agreement be utilized with respect to a facility which has given rise to a conviction under Section 113(c)(1) of the Clean Air Act or Section 209(c) of the Federal Water Pollution Control Act.

12. Relocation Assistance and Acquisition of Real Property:

The Contractor shall provide fair and reasonable relocation payments and assistance in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended and the government-wide URA regulations at 49 CFR Part 24, to or for families, individuals, partnerships, corporation, or associations displaced as a result of any acquisition of real property for an activity assisted under the program.

The Contractor shall inform potential displaced persons of the benefits, policies and procedures provided for under HUD regulations.

The Contractor shall carry out the relocation process in such a manner as to provide such displaced persons with uniform and consistent services, including any services required to insure that the relocation process does not result in different or separate treatment to such displaced persons on account of their race, color, religion, national origin, age, sex, or source of income.

In acquiring real property, the Contractor should be guided by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended and the government-wide URA regulations at 49 CFR Part 24.

13. Consolidated Plan:

The Contractor, as party to the Community Development Program, and as a participant in the Suffolk County Consortium, acknowledges that it is contractually and otherwise legally bound per prior resolution of its governing body to use its best efforts to ensure the carrying out of the goals of the Consolidated Plan approved by HUD. The Contractor shall also be contractually and legally bound to use its best efforts to ensure the carrying out of the Consolidated Plan which is currently in effect.

14. Displacement:

This Agreement is subject to the requirements of Section 104(d) of the ACT which requires the implementation of a policy to minimize the displacement of persons from their homes and neighborhoods and to mitigate adverse effects of such displacement on low and moderate income persons. In accordance, the Contractor

Community Development Block Grant Agreement

shall follow the Suffolk County Community Development Consortium Policy and Procedures on Displacement when implementing CD Projects.

15. Books and Records of Accounting:

The Contractor agrees that it shall keep and maintain separate books of account and records concerning all costs incurred in the performance of this Agreement, and that it shall have available for audit and inspection by the County or by authorized representatives of HUD, all the Contractor's facilities, books and other financial and statistical data, whether related to the CD Project(s) or otherwise. The Contractor agrees to maintain or submit to the County, as individually required, the following data or documents, or information to complete the following documents:

- Project Description Forms
- Environmental Survey
- Demographic Survey
- Budget Modifications
- HUD/EEO-4 Employment Data Form
- Minority Business Enterprise Report
- Other data as may be required by HUD

16. Program Income:

The County shall assign program income generated by the Contractor for the purpose of carrying out eligible Community Development activities. All provisions of this Agreement shall apply to the use of program income assigned to the Contractor by the County. The Contractor shall inform the County of all income generated by the expenditure of Community Development funds received by the Contractor and to substantially disburse assigned program income for eligible Community Development Activities before additional cash withdrawals are made by the County from the U.S. Treasury for the same activity. The County will require at the end of the program year, the remittance by the Contractor of all or part of any program income balances (including investments thereof) held by the Contractor (except those needed for immediate cash needs, cash balances of a revolving loan fund, cash balances from a lump sum drawdown, or cash or investments held for Section 108 security needs). If a Contractor withdraws from the Suffolk County Consortium prior to the expiration of the Cooperation Agreement between the Contractor and the County, all program income received and not expended in accordance with this Agreement shall be due and payable to the County.

17. Real Property:

Real property acquired or improved in whole or in part using Community Development funds that is within the control of the Contractor shall require the following actions:

Community Development Block Grant Agreement

- a) The timely notification of the County by the Contractor of any modification or change in the use of the real property from that planned at the time of acquisition or improvement including disposition;
- b) Reimbursement of the County in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of non-Community Development funds) of property acquired or improved with Community Development funds that is sold or transferred for a use which does not qualify under the Community Development regulations; and,
- c) Return of program income to the County generated from the disposition or transfer of property prior to or subsequent to the close-out, change of status or termination of the Cooperation Agreement between the County and the Contractor.

18. Reversion of Assets: Any real property under the Contractor's control that was acquired or improved in whole or in part with Community Development funds in excess of \$25,000 shall be either:

- a) Used to meet one of the national objectives in 24 CFR Part 570 until five (5) years after expiration of this Agreement or termination of the Cooperation Agreement, or such longer period of time as determined appropriate by the County; or
- b) Disposed of in a manner which results in the County being reimbursed in the amount of the current fair market value of the property less any portion thereof attributable to expenditures of non-Community Development funds for acquisition of, or improvement to, the property.

19. Equipment – Vesting of Title:

Title to all the materials, appliances, and tools, purchased with funds provided under this Agreement, shall vest in the Contractor and shall be used, managed and disposed of in accordance with 24 CFR Part 85.32 & 85.33. Administrative Requirements for Grants and Cooperative Agreements to Local Governments.

20. Use of Federal Funds for Lobbying:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant,

Community Development Block Grant Agreement

loan, or cooperative agreement, the Contractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

The Contractor shall require that the language of this certification be included in the award for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose same accordingly.

21. Political Activities:

The Contractor shall be governed by the provisions of the Hatch Act (5 USC 1501, et. seq.) regarding employees' political participation.

22. Funding Identification:

The Contractor shall keep the County apprised of any grants or sources of funding received for the Program as and may retain any such funding that results in enhancement of services and does not duplicate funding for the program covered by this Agreement. If the program covered by this Agreement is funded in whole or in part by other governmental agencies, it is agreed that the funding by the County under this Agreement shall be reduced or refunded to the County to the extent that such other funding duplicates funding for the program covered by this Agreement.

23. Offset of Arrears or Default:

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

24. Effective Dates:

This Agreement shall commence on the date of grant approval by HUD, and shall terminate (1) with the completion of all the aforementioned CD Project(s), and (2) with the completion and acceptance of an audit by HUD and the County.

25. Force Majeure:

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

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

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

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

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

EXHIBIT VII

Project Descriptions and Budget

The projects attached hereto have been approved for the receipt of federal Community Development Block Grant assistance. Project expenditures are not to exceed budgeted amount as described in the attached project description forms plus assigned program income unless approved by the County.

Project Name: 0001-CONSORTIUM HOME IMPROVEMENT PROGRAM						
Description: 1 IDIS Project #: 0001-14A-08	UOG Code: NY369103 SUFFOLK COUNTY					
Grants and deferred loans to low and moderate income home owners for home improvements. Town of Brookhaven: \$523,000; Town of Riverhead: \$121,850; Town of Smithtown: \$60,000; Town of Southampton: \$32,800; Town of Southold: \$73,900; Village of Lake Grove: \$18,000. LMH						
Priority Need Category						
Consortium-wide	Select one: Owner Occupied Housing					
Explanation:						
Expected Completion Date: 3/31/2012						
Objective Category						
<input checked="" type="radio"/> Decent Housing <input type="radio"/> Suitable Living Environment <input type="radio"/> Economic Opportunity						
Specific Objectives						
Outcome Categories <input type="checkbox"/> Availability/Accessibility <input checked="" type="checkbox"/> Affordability <input type="checkbox"/> Sustainability						
1	Improve the quality of owner housing					
2						
3						
Project-level Accomplishments	10 Housing Units	Proposed	58	Accompl. Type:	Proposed	
		Underway			Underway	
		Complete			Complete	
	Accompl. Type:	Proposed		Accompl. Type:	Proposed	
		Underway			Underway	
		Complete			Complete	
	Accompl. Type:	Proposed		Accompl. Type:	Proposed	
		Underway			Underway	
		Complete			Complete	
	Proposed Outcome	Performance Measure	Actual Outcome			
	NUMBER OF UNITS REHABILITATED	UNITS BROUGHT FROM SUB-STANDARD TO STANDARD				
	14A Rehab; Single-Unit Residential 570.202	Matrix Codes				
Matrix Codes	Matrix Codes					
Matrix Codes	Matrix Codes					
Program Year 1	CDBG	Proposed Amt.	829,550	Fund Source:	Proposed Amt.	
		Actual Amount			Actual Amount	
	Other	Proposed Amt.	180,000	Fund Source:	Proposed Amt.	
		Actual Amount			Actual Amount	
	Accompl. Type:	Proposed Units		Accompl. Type:	Proposed Units	
		Actual Units			Actual Units	
	Accompl. Type:	Proposed Units		Accompl. Type:	Proposed Units	
		Actual Units			Actual Units	

Project Name: 0629-COMMUNITY AWARENESS PROGRAM
Description: 29 IDIS Project #: 062901-05D-08 UOG Code: NY369103 SUFFOLK COUNTY
 TOWN OF RIVERHEAD
 Substance abuse counseling to at-risk students in Riverhead School District. LMC

Location: 542 East Main Street
Riverhead, NY 11901

Priority Need Category

Select one: Public Services

Explanation:

Expected Completion Date: 3/31/2010

Objective Category

- Decent Housing
- Suitable Living Environment
- Economic Opportunity

Specific Objectives

1 Improve the services for low/mod income persons

2

3

Outcome Categories

- Availability/Accessibility
- Affordability
- Sustainability

Project-level Accomplishments	01 People	Proposed	50	Accompl. Type:	Proposed
					Underway
		Complete			Complete
		Proposed		Accompl. Type:	Proposed
		Underway			Underway
		Complete			Complete
		Proposed		Accompl. Type:	Proposed
		Underway			Underway
		Complete			Complete

Proposed Outcome	Performance Measure	Actual Outcome
NUMBER OF PERSONS ASSISTED	NEW ACCESS TO A SERVICE	

OSF Substance Abuse Services 570.201(e)	Matrix Codes
Matrix Codes	Matrix Codes
Matrix Codes	Matrix Codes

Program Year 1	Fund Source:	Proposed Amt.	5,000	Fund Source:	Proposed Amt.
					Actual Amount
		Proposed Amt.			Actual Amount
		Actual Amount			
		Proposed Units			Proposed Units
		Actual Units			Actual Units
		Proposed Units			Proposed Units
		Actual Units			Actual Units

Project Name:	0630-BREAD AND MORE SOUP KITCHEN		
Description:	30	IDIS Project #:	063001-05-08
		UOG Code:	NY369103 SUFFOLK COUNTY
TOWN OF RIVERHEAD Assistance to downtown soup kitchen that serves evening meals to the homeless and lower income persons. LMC			

Location:	Priority Need Category	
103 First Street Riverhead, NY 11901	Select one:	Public Services ▼
Explanation:		

Expected Completion Date:	Specific Objectives
3/31/2012	
Objective Category <input type="radio"/> Decent Housing <input checked="" type="radio"/> Suitable Living Environment <input type="radio"/> Economic Opportunity	

Outcome Categories	1	Improve the services for low/mod income persons	▼
<input checked="" type="checkbox"/> Availability/Accessibility	2		▼
<input type="checkbox"/> Affordability	3		▼
<input type="checkbox"/> Sustainability			

Project-level Accomplishments	01 People ▼	Proposed	200	Accompl. Type: ▼	Proposed
		Underway			Underway
		Complete			Complete
	Accompl. Type: ▼	Proposed		Accompl. Type: ▼	Proposed
		Underway			Underway
		Complete			Complete
	Accompl. Type: ▼	Proposed		Accompl. Type: ▼	Proposed
		Underway			Underway
		Complete			Complete

Proposed Outcome	Performance Measure	Actual Outcome
NUMBER OF PERSONS ASSISTED	NEW ACCESS TO A SERVICE	

05 Public Services (General) 570.201(e) ▼	Matrix Codes ▼
Matrix Codes ▼	Matrix Codes ▼
Matrix Codes ▼	Matrix Codes ▼

Program Year 1	CDBG ▼	Proposed Amt.	5,000	Fund Source: ▼	Proposed Amt.
		Actual Amount			Actual Amount
	Fund Source: ▼	Proposed Amt.		Fund Source: ▼	Proposed Amt.
		Actual Amount			Actual Amount
	Accompl. Type: ▼	Proposed Units		Accompl. Type: ▼	Proposed Units
		Actual Units			Actual Units
	Accompl. Type: ▼	Proposed Units		Accompl. Type: ▼	Proposed Units
		Actual Units			Actual Units

Project Name: 0636- OPEN ARMS CARE CENTER
Description: 31 IDIS Project #: 063601-05-07 UOG Code: NY369103 SUFFOLK COUNTY
 TOWN OF RIVERHEAD
 Assistance to neighborhood center that provides an emergency food pantry, soup kitchen and health services. LMC

Location: 103 First Street and 1018 Northville Turnpike Riverhead, NY 11901
Priority Need Category: Select one: Public Services
Explanation:

Expected Completion Date: 3/31/2009
Objective Category:
 Decent Housing
 Suitable Living Environment
 Economic Opportunity

Outcome Categories:
 Availability/Accessibility
 Affordability
 Sustainability

Specific Objectives

1	Improve the services for low/mod income persons
2	
3	

Project-level Accomplishments	01 People	Proposed	200	Accompl. Type:	Proposed
			Underway		
		Complete			Complete
	Accompl. Type:	Proposed		Accompl. Type:	Proposed
		Underway			Underway
		Complete			Complete
	Accompl. Type:	Proposed		Accompl. Type:	Proposed
		Underway			Underway
		Complete			Complete

Proposed Outcome	Performance Measure	Actual Outcome
NUMBER OF PERSONS ASSISTED	NEW ACCESS TO A SERVICE	

05 Public Services (General) 570.201(e)	Matrix Codes
Matrix Codes	Matrix Codes
Matrix Codes	Matrix Codes

Program Year 1	CDBG	Proposed Amt.	5,000	Fund Source:	Proposed Amt.
			Actual Amount		
	Fund Source:	Proposed Amt.		Fund Source:	Proposed Amt.
		Actual Amount			Actual Amount
	Accompl. Type:	Proposed Units		Accompl. Type:	Proposed Units
		Actual Units			Actual Units
	Accompl. Type:	Proposed Units		Accompl. Type:	Proposed Units
		Actual Units			Actual Units

Project Name: 0640-DOMINICAN SISTERS
Description: 32 IDIS Project #: 064001-05A-08 UOG Code: NY369103 SUFFOLK COUNTY
 TOWN OF RIVERHEAD
 Provision of non-medical support services and basic home making services to the elderly who are chronically ill, disabled, frail or temporarily incapacitated. LMC

Location: 103 Montauk Highway
Hampton Bays, NY 11946

Priority Need Category: Select one: Public Services

Explanation:

Expected Completion Date: 3/31/2010

Objective Category:
 Decent Housing
 Suitable Living Environment
 Economic Opportunity

Specific Objectives:

Outcome Categories:
 Availability/Accessibility
 Affordability
 Sustainability

1 Improve the services for low/mod income persons

2

3

Project-level Accomplishments	01 People	Proposed	20	Accompl. Type:	Proposed	Underway	Complete
Accompl. Type:	Proposed	Underway	Complete	Proposed	Underway	Complete	
Accompl. Type:	Proposed	Underway	Complete	Proposed	Underway	Complete	

Proposed Outcome	Performance Measure	Actual Outcome
NUMBER OF PERSONS ASSISTED	NEW ACCESS TO A SERVICE	
05A Senior Services 570.201(e)	Matrix Codes	
Matrix Codes	Matrix Codes	
Matrix Codes	Matrix Codes	

Program Year 1	CDBG	Proposed Amt.	5,000	Fund Source:	Proposed Amt.	Actual Amount
Accompl. Type:	Proposed Units	Actual Units	Accompl. Type:	Proposed Units	Actual Units	
Accompl. Type:	Proposed Units	Actual Units	Accompl. Type:	Proposed Units	Actual Units	

Project Name: 0647-MAUREEN'S HAVEN					
Description: 33	IDIS Project #: 064701-05-08				
UOG Code: NY369103 SUFFOLK COUNTY					
TOWN OF RIVERHEAD Outreach program for homeless operated by Peconic Community Council, Inc. to provide transportation to shelters. LMC					
Location: 554 East Main Street, Riverhead, NY 11901	Priority Need Category Select one: Public Services				
Explanation:					
Expected Completion Date: 3/31/2010	Specific Objectives				
Objective Category <input type="radio"/> Decent Housing <input checked="" type="radio"/> Suitable Living Environment <input type="radio"/> Economic Opportunity					
Outcome Categories <input type="checkbox"/> Availability/Accessibility <input checked="" type="checkbox"/> Affordability <input type="checkbox"/> Sustainability					
1 Improve the services for low/mod income persons					
2					
3					
Project-level Accomplishments	01 People	Proposed	50	Accompl. Type:	Proposed
		Underway			Underway
		Complete			Complete
	Accompl. Type:	Proposed		Accompl. Type:	Proposed
		Underway			Underway
		Complete			Complete
	Accompl. Type:	Proposed		Accompl. Type:	Proposed
		Underway			Underway
		Complete			Complete
Proposed Outcome		Performance Measure		Actual Outcome	
NUMBER OF PERSONS ASSISTED		NEW ACCESS TO A SERVICE			
05 Public Services (General) 570.201(e)		Matrix Codes			
Matrix Codes		Matrix Codes			
Matrix Codes		Matrix Codes			
Program Year 1	CDBG	Proposed Amt.	5,000	Fund Source:	Proposed Amt.
		Actual Amount			Actual Amount
	Fund Source:	Proposed Amt.		Fund Source:	Proposed Amt.
		Actual Amount			Actual Amount
	Accompl. Type:	Proposed Units		Accompl. Type:	Proposed Units
		Actual Units			Actual Units
	Accompl. Type:	Proposed Units		Accompl. Type:	Proposed Units
		Actual Units			Actual Units

Project Name: 0699- ADMINISTRATION
Description: 34 IDIS Project #: 069901-21A-08 UOG Code: NY369103 SUFFOLK COUNTY
 TOWN OF RIVERHEAD
 Funds provided to the Town of Riverhead for the general administration of the CDBG program.

Location: 200 Howell Avenue Riverhead, NY 11901
Priority Need Category: Select one: Planning/Administration

Expected Completion Date: 3/31/2011
Objective Category:
 Decent Housing
 Suitable Living Environment
 Economic Opportunity

Specific Objectives:
 Outcome Categories:
 Availability/Accessibility
 Affordability
 Sustainability

Project-level Accomplishments	Accompl. Type:	Proposed	Underway	Complete	Accompl. Type:	Proposed	Underway	Complete

Proposed Outcome	Performance Measure	Actual Outcome

21A General Program Administration 570.206	Matrix Codes
Matrix Codes	Matrix Codes
Matrix Codes	Matrix Codes

Program Year 1	CDBG	Proposed Amt.	Actual Amount	Fund Source:	Proposed Amt.	Actual Amount
		9,150				

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

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

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

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

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

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

Please check to the left side of the appropriate exemption.

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

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

UNIFORM CERTIFICATE OF ACKNOWLEDGMENT
 (Within New York State)

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

On the ____ day of _____ in the year 2004 before me, the undersigned, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies) and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

 (signature and office of individual taking acknowledgement)

May 6, 2008

Adopted

TOWN OF RIVERHEAD

RESOLUTION # 415

AUTHORIZES ACCEPTANCE OF A U.S. DEPARTMENT OF AGRICULTURE GRANT FUNDS OF UP TO \$80,000 TO SUPPORT THE TOWN OF RIVERHEAD HOME IMPROVEMENT PROGRAM

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

WHEREAS, grant funding is available from the U.S. Department of Agriculture Rural Housing Service ("**USDA**") for Section 533 Housing Preservation Grants to provide funds for the Town of Riverhead Home Improvement Program to assist very low- and low-income homeowners in rural areas to repair and rehabilitate their homes; and

WHEREAS, the Town of Riverhead Community Development Department ("**CDD**") applied for USDA grant funds to fund repairs through the Town of Riverhead Home Improvement Program that will eliminate hazardous conditions in the homes of eligible very low- and low-income residents who otherwise cannot afford to make such repairs; and

WHEREAS, the USDA awarded \$80,000 in Housing Preservation Grant funds to be matched with \$120,000 in housing improvement funds already awarded to the Town of Riverhead (CDBG/AHC funds) or available from Suffolk County (HUD Home funds) ; and

NOW, THEREFORE, BE IT RESOLVED, that the Riverhead Town Board hereby authorizes the Accounting Department to adopt a budget in the amount of up to \$80,000 to be matched with \$120,000 in other Town of Riverhead home improvement funds.

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

THE VOTE

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

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

5/6/08

Adopted

TOWN OF RIVERHEAD

Resolution # 416

RATIFIES THE ACCEPTANCE OF SECURITY OF RUGBY RECREATIONAL GROUP, LLC (BAITING HOLLOW COUNTRY CLUB)

COUNCILMAN DUNLEAVY

offered the following resolution,

which was seconded by COUNCILMAN BUCKLEY :

WHEREAS, Rugby Recreational Group LLC has submitted a Bank of Smithtown Irrevocable Letter of Credit #100399 in the sum of One Million Two Hundred Fifty Dollars (\$1,250,000.00) representing the 100% site plan security bond in connection with Riverhead Planning Board Resolution #37 dated June 8, 2007, for the construction of a new clubhouse facility on the north side of Sound Avenue, Baiting Hollow, New York, further described as Suffolk County Tax Map #0600-40-2-10 (f/k/a lots 6.3 and 10.2), pursuant to Section 108-133 (I) of the Riverhead Town Code; and

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

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby accepts Bank of Smithtown Irrevocable Letter of Credit #100399 in the sum of One Million Two Hundred Fifty Dollars (\$1,250,000.00) naming the Town of Riverhead as Beneficiary; and be it further

RESOLVED, that the Town Clerk of the Town of Riverhead is hereby authorized to forward a certified copy of this resolution to Rugby Recreational Group, LLC, 100 fox Hill Drive, Baiting Hollow, New York, 11933 and copies to the Building Department; the Planning Department and the Town Attorney's Office.

THE VOTE
Buckley ✓ yes ___ no Wooten ✓ yes ___ no
Dunleavy ✓ yes ___ no Bless ✓ yes ___ no
Cardinale ✓ yes ___ no
THE RESOLUTION WAS NOT
THEREFORE DULY ADOPTED

TOWN OF RIVERHEAD

Resolution # 417

AUTHORIZES THE RELEASE OF LETTER OF CREDIT OF VINLAND COMMONS, LLC

COUNCILMAN BUCKLEY offered the following resolution,

which was seconded by

COUNCILMAN WOOTEN

WHEREAS, Vinland Commons, LLC, had submitted a Suffolk County National Bank Letter of Credit #050413 in the sum of Thirty Five Thousand Eight Hundred Sixty-Six Dollars (\$35,866.) for construction improvements to be completed at Country Commons, Main Road, Aquebogue, New York, pursuant to Section 108-133(I) of the Riverhead Town Code; and

WHEREAS, Sharon E. Klos, Building Permits Coordinator, has determined that construction has been completed to the Building Department's satisfaction, the Planning Department is satisfied with site requirements and a Certificate of Occupancy has been issued for said construction.

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby authorizes the release of the SCNB Letter of Credit #050413 in the sum of Thirty Five Thousand Eight Hundred Sixty-Six Dollars (\$35,866.); and

BE IT FURTHER RESOLVED, that the Town Clerk is hereby authorized to forward a certified copy of this resolution to Vinland Commons, LLC, PO Box 1000, Aquebogue, New York, 11931 and copies to the Building Department; the Planning Department and the Town Attorney's Office.

THE VOTE

Buckley Yes No

Wooten Yes No

Dunleavy Yes No

Blass Yes No

Cardinale Yes No

The Resolution Was Was Not
Therefore Duly Adopted

5/6/08

TOWN OF RIVERHEAD

Adopted

RESOLUTION # 418

AUTHORIZES THE SUPERVISOR TO EXECUTE AN AGREEMENT WITH TANGER PROPERTIES LIMITED PARTNERSHIP

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

WHEREAS, Tanger Properties Limited Partnership wishes to convey personal property to the Town; specifically outdoor benches, trash receptacles, picnic tables and sign directories at no cost to the Town of Riverhead; and

WHEREAS, the Town of Riverhead wishes to accept the above-referenced property at no cost; and

WHEREAS, the Town of Riverhead intends to use the above-referenced property specifically for public use including use in Town parks and other Town facilities.

NOW THEREFORE BE IT RESOLVED, that the Supervisor is authorized to execute an Agreement with Tanger Properties Limited Partnership regarding conveyance of outdoor benches, trash receptacles, picnic tables and sign directories at no cost to the Town of Riverhead.

BE IT FURTHER RESOLVED, that the Town Clerk is hereby directed to forward a certified copy of this Resolution to: Janine Nebons, General Manager, c/o Tanger Properties Limited Partnership, 200 Tanger Mall Drive, Riverhead, New York 11901, and the Office of the Town Attorney.

THE VOTE

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

The Resolution Was Was Not Thereupon Duly Declared Adopted

AGREEMENT**BETWEEN****TANGER PROPERTIES LIMITED PARTNERSHIP****AND****TOWN OF RIVERHEAD****LOCALE: TANGER OUTLET CENTER****200 TANGER MALL DRIVE****RIVERHEAD, NEW YORK 11901**

This Agreement, made this ____ day of May, 2008, between the **TOWN OF RIVERHEAD**, a municipal corporation having offices at 200 Howell Avenue, Riverhead, New York 11901 (hereinafter referred to as "TOWN") and **TANGER PROPERTIES LIMITED PARTNERSHIP**, having offices at 200 Tanger Mall Drive, Riverhead, New York, 11901 (hereinafter referred to as "TANGER").

WITNESSETH:

1. TANGER hereby agrees to convey property including but not limited to outdoor benches, trash receptacles, picnic tables and sign directories to the TOWN at no cost (hereinafter referred to as "property").
2. TANGER further agrees to permit TOWN to remove property from the Tanger Outlet Center, 200 Tanger Mall Drive, Riverhead, New York, 11901, in a timely manner. TOWN shall bear all costs and expenses associated with removal of same.
3. TOWN agrees to provide a general liability insurance certificate at their own cost to TANGER naming TANGER as a certificate holder regarding the removal of "property" in an amount of not less than ONE MILLION AND NO/100THS (\$1,000,000.00) DOLLARS per occurrence for bodily injury; TWO MILLION AND NO/100THS (\$2,000,000.00) DOLLARS in

the aggregate; ONE HUNDRED THOUSAND AND NO/100THS (\$100,000.00) DOLLARS per occurrence for property damage; ONE MILLION AND NO/100THS (\$1,000,000.00) DOLLARS regarding Automobile liability; ONE MILLION AND NO/100THS (\$1,000,000.00) DOLLARS for Excessive/Umbrella liability and ONE MILLION AND NO/100THS (\$1,000,000.00) DOLLARS for Workmen's Compensation and Employer's Liability for each accident.. All policies providing coverage shall be issued by insurance companies with an A.M. Best rating of A. All insurance shall be obtained from companies licensed to do business in the State of New York.

4. **Indemnification:** To the greatest extent permitted by law, TOWN agrees that it shall protect, indemnify and hold harmless TANGER and its officers, officials, employees, contractors, agents and other persons (the Town Indemnified Parties") from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and reasonable attorneys' fees, arising out of the acts or omissions or the negligence of the TOWN in connection with the removal of the "property". TOWN shall defend TANGER in any suit, including appeals, or at TANGER'S own option, pay reasonable attorney's fees for the defense of any such suit arising out of the acts or omissions or negligence of the TOWN, or each of their respective officers, officials, employees, subcontractors or agents, if any, in connection with the removal of the "property".

5. **Merger; Modification:** This Agreement represents the entire Agreement of the parties. All previous understandings of the parties concerning the terms hereof are merged into this Agreement. No modification of this Agreement shall be valid unless written and executed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the latest date written below:

TOWN OF RIVERHEAD

TANGER PROPERTIES LIMITED
PARTNERSHIP

By: Phil Cardinale
Riverhead Town Supervisor



By: Janine Nebons
General Manager

Dated: _____

Dated: May 5, 2008

Adopted

RESOLUTION # <u>419</u> ABSTRACT #08-16 April 17, 2008 (TBM 5/06/08)				
COUNCILWOMAN BLASS offered the following Resolution which was seconded by				
COUNCILMAN DUNLEAVY				
FUND NAME		CD-4/15,4/16/08	CHECKRUN TOTALS	GRAND TOTALS
GENERAL FUND	1	6,720,000.00	65,587.30	\$ 6,785,587.30
POLICE ATHLETIC LEAGUE	4	7,500.00	1,925.00	\$ 9,425.00
TEEN CENTER	5	10,000.00		\$ 10,000.00
RECREATION PROGRAM FUND	6	200,000.00	515.00	\$ 200,515.00
SR NUTRITION CENTER FUND	7	2,000.00		\$ 2,000.00
DARE PROGRAM	8	3,000.00		\$ 3,000.00
CHILD CARE CENTER BUILDING FUN	9	145,000.00	65.00	\$ 145,065.00
TOWN BOARD SPECIAL PROJECTS	24	108,000.00		\$ 108,000.00
SRS DAYCARE BUILDING FUND	27	40,000.00		\$ 40,000.00
EDZ FUND	30	60,000.00		\$ 60,000.00
HIGHWAY FUND	111	1,790,000.00	2,619.60	\$ 1,792,619.60
WATER DISTRICT	112	1,030,000.00	38,385.02	\$ 1,068,385.02
REPAIR & MAINTENANCE	113	130,000.00		\$ 130,000.00
RIVERHEAD SEWER DISTRICT	114	2,275,000.00	6,506.21	\$ 2,281,506.21
REFUSE & GARBAGE COLLECTION DI	115	570,000.00	333,315.82	\$ 903,315.82
STREET LIGHTING DISTRICT	116	420,000.00	749.06	\$ 420,749.06
PUBLIC PARKING DISTRICT	117	116,000.00		\$ 116,000.00
BUSINESS IMPROVEMENT DISTRICT	118	60,000.00		\$ 60,000.00
AMBULANCE DISTRICT	120	160,000.00	586.04	\$ 160,586.04
EAST CREEK DOCKING FACILITY FU	122		2,195.37	\$ 2,195.37
CALVERTON SEWER DISTRICT	124	385,000.00	24.73	\$ 385,024.73
RIVERHEAD SCAVANGER WASTE DIST	128	1,590,000.00	3,954.39	\$ 1,593,954.39
SEWER DISTRICT FUND	130	400,000.00		\$ 400,000.00
WORKERS' COMPENSATION FUND	173	2,150,000.00	31,904.86	\$ 2,181,904.86
RISK RETENTION FUND	175	560,000.00		\$ 560,000.00
REVOLVING LOAN PROGRAM FUND	178	8,000.00		\$ 8,000.00
RESIDENTAL REHAB	179	4,000.00		\$ 4,000.00
CDBG CONSORTIUM ACOUNT	181	120,000.00	5,000.00	\$ 125,000.00
PUBLIC PARKING DEBT SERVICE	381	8,000.00		\$ 8,000.00
SEWER DISTRICTS DEBT SERVICE	382	525,000.00	18,550.00	\$ 543,550.00
WATER DISTRICT DEBT SERVICE	383	90,000.00		\$ 90,000.00
GENERAL FUND DEBT SERVICE	384	8,800,000.00		\$ 8,800,000.00
SCAVENGER WASTE DEBT SERVICE	385	20,000.00		\$ 20,000.00
SUFFOLK THEATER DEBT SERVICE	386	535,000.00		\$ 535,000.00
TOWN HALL CAPITAL PROJECTS	406	33,500,000.00	41,422.42	\$ 33,541,422.42
YOUTH SERVICES	452	100,000.00		\$ 100,000.00
EISEP	454	35,000.00		\$ 35,000.00
MUNICIPAL FUEL FUND	625		2,966.25	\$ 2,966.25
MUNICIPAL GARAGE FUND	626		3,704.80	\$ 3,704.80
TRUST & AGENCY	735		7,867.00	\$ 7,867.00
SPECIAL TRUST	736	30,000.00		\$ 30,000.00
COMMUNITY PRESERVATION FUND	737	2,400,000.00		\$ 2,400,000.00
CALVERTON PARK - C.D.A.	914	175,000.00	23,616.64	\$ 198,616.64
TOTAL ALL FUNDS		65,281,500.00	591,460.51	\$ 65,872,960.51

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

RESOLUTION # <u>419</u> ABSTRACT #08-17 April 24, 2008 (TBM 5/06/08)				
COUNCILWOMAN BLASS offered the following Resolution which was seconded by				
COUNCILMAN DUNLEAVY				
FUND NAME		CD-None	CHECKRUN TOTALS	GRAND TOTALS
GENERAL FUND	1		1,173,097.73	1,173,097.73
RECREATION PROGRAM FUND	6		5,074.59	5,074.59
TOWN BOARD SPECIAL PROGRAM FUN	24		59.90	59.90
ECONOMIC DEVELOPMENT ZONE FUND	30		8,886.92	8,886.92
HIGHWAY FUND	111		112,134.47	112,134.47
WATER DISTRICT	112		118,808.54	118,808.54
RIVERHEAD SEWER DISTRICT	114		60,920.43	60,920.43
REFUSE & GARBAGE COLLECTION DI	115		18,741.76	18,741.76
STREET LIGHTING DISTRICT	116		26,529.45	26,529.45
PUBLIC PARKING DISTRICT	117		1,686.47	1,686.47
AMBULANCE DISTRICT	120		10.90	10.90
EAST CREEK DOCKING FACILITY FU	122		29.25	29.25
CALVERTON SEWER DISTRICT	124		2,161.80	2,161.80
RIVERHEAD SCAVANGER WASTE DIST	128		35,600.03	35,600.03
WORKERS' COMPENSATION FUND	173		8,307.73	8,307.73
CDBG CONSORTIUM ACOUNT	181		635.60	635.60
GENERAL FUND DEBT SERVICE	384		82,125.00	82,125.00
TOWN HALL CAPITAL PROJECTS	406		13,322.62	13,322.62
YOUTH SERVICES CAP PROJECT	452		11,800.78	11,800.78
SENIORS HELP SENIORS CAP PROJE	453		2,823.41	2,823.41
MUNICIPAL FUEL FUND	625		281.45	281.45
MUNICIPAL GARAGE FUND	626		20,000.42	20,000.42
TRUST & AGENCY	735		1,662,783.61	1,662,783.61
COMMUNITY PRESERVATION FUND	737		226.20	226.20
CALVERTON PARK - C.D.A.	914		900.00	900.00
TOTAL ALL FUNDS			3,366,949.06	3,366,949.06

RESOLUTION # <u>419</u> ABSTRACT #08-18 May 1, 2008 (TBM 5/06/08)			
COUNCILWOMAN BLASS offered the following Resolution which was seconded by			
COUNCILMAN DUNLEAVY			
FUND NAME		CD-4/25/08,4/30/08	CHECKRUN TOTALS
			GRAND TOTALS
GENERAL FUND	1	6,450,000.00	135,725.61
PAL	4	25,000.00	
TEEN CENTER	5	10,000.00	
RECREATION PROGRAM FUND	6	35,000.00	2,183.00
CHILD CARE CENTER BUILDING FUN	9	30,000.00	41.25
TOWN BOARD SPECIAL PROGRAMS	24	4,000.00	
YOUTH COURT SCHOLARSHIP	25	1,000.00	
SENIORS DAYCARE	27	5,000.00	
ANIMAL SPAY/NEUTER FUND	29	1,000.00	
ECONOMIC DEVELOPMENT ZONE FUND	30		24.08
RECREATION YOUTH FUND	31	2,000.00	
HIGHWAY FUND	111	1,145,000.00	42,357.30
WATER DISTRICT	112		15,311.05
REPAIR & MAINTENANCE	113	230,000.00	
RIVERHEAD SEWER DISTRICT	114	2,435,000.00	1,980.94
REFUSE & GARBAGE COLLECTION DI	115	675,000.00	420.82
STREET LIGHTING DISTRICT	116	150,000.00	6,590.01
PUBLIC PARKING DISTRICT	117	90,000.00	
BUSINESS IMPROVEMENT DISTRICT	118	100,000.00	
AMBULANCE DISTRICT	120	195,000.00	143,108.47
EAST CREEK DOCKING FACILITY FU	122		7,249.66
CALVERTON SEWER DISTRICT	124	145,000.00	
RIVERHEAD SCAVANGER WASTE DIST	128	15,000.00	93.30
SEWER DISTRICT FUND	130	250,000.00	
WORKERS' COMPENSATION FUND	173	1,485,000.00	24,951.61
RISK RETENTION FUND	175	400,000.00	
UNEMPLOYMENT FUND	176	39,000.00	
REVOLVING LOAN PROGRAM FUND	178	20,000.00	
RESIDENTAL REHAB PROGRAM	179	15,000.00	
CDBG	181	160,000.00	
UDC WORKING	182	6,000.00	
RESTORE	184	6,000.00	
PUBLIC PARKING DEBT SERVICE	381	30,000.00	
SEWER DISTRICT DEBT SERVICE	382	85,000.00	
WATER DISTRICT DEBT SERVICE	383	180,000.00	
GENERAL FUND DEBT SERVICE	384	7,445,000.00	
SCAVENGER DEBT SERVICE	385	95,000.00	
SUFFOLK THEATER DEBT SERVICE	386	80,000.00	
TOWN HALL CAPITAL PROJECTS	406	33,500,000.00	34,180.00
800 SERIES	408	17,000.00	
TWO BEARS CAPITAL PROJECT	440	35,000.00	
SENIORS HELP SENIORS CAP PROJE	453	40,000.00	47.52
EISEP	454	145,000.00	
MUNICIPAL FUEL FUND	625		7,838.50
MUNICIPAL GARAGE FUND	626		636.42
TRUST & AGENCY	735		339,973.00
SPECIAL TRUST	736	2,930,000.00	57,000.00
COMMUNITY PRESERVATION FUND	737	6,670,000.00	
CALVERTON PARK - C.D.A.	914	178,000.00	530.00
			178,530.00
TOTAL ALL FUNDS		65,554,000.00	820,242.54
			66,374,242.54

May 6, 2008

TOWN OF RIVERHEAD

Adopted

Resolution # 420

APPOINTS A GROUNDS MAINTENANCE SUPERVISOR TO THE BUILDING AND GROUNDS DIVISION OF THE TOWN ENGINEER'S DEPARTMENT
COUNCILMAN DUNLEAVY

_____ offered the following resolution,

which was seconded by COUNCILMAN BUCKLEY.

WHEREAS, a vacancy exists in the Building and Grounds Division of the Town Engineer's Department for a Grounds Maintenance Supervisor; and

WHEREAS, Suffolk County Department of Civil Service has certified a List of Eligibles, List #07-7365-014, for the title of Grounds Maintenance Supervisor, the position was also duly posted for, Job Posting #11; and

WHEREAS, the Town Engineer has made a recommendation of a qualified candidate.

NOW, THEREFORE, BE IT RESOLVED, that this Town Board hereby appoints Steven McKay to the position of Grounds Maintenance Supervisor effective May 7, 2008, as found on Group 11 Step 10 of the Operational and Technical Salary Schedule.

BE IT FURTHER, RESOLVED, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to Steven McKay, the Town Engineer's Office, the Accounting Department and the Personnel Officer.

The Vote

Wooten ~~X~~ Yes No Buckley ~~X~~ Yes No
Dunleavy ~~X~~ Yes No Blass ~~X~~ Yes No
Cardinale ~~X~~ Yes No

THE RESOLUTION ~~X~~ WAS ___ WAS NOT

THEREFORE DULY ADOPTED