

May 5, 2009

The Town Clerks Office is responsible for assigning the Councilpersons names to each resolution without any particular preference to content.

PUBLIC COMMENT ON ANY TOWN BOARD RESOLUTION

- Res. #396 Calverton Sewer District Budget Adjustment**
- Res. #397 Calverton Park – CDA Fund Budget Adjustment**
- Res. #398 General Fund Budget Adjustment**
- Res. #399 Sewer District Budget Adjustment**
- Res. #400 Riverhead Sewer District Reserve Account Budget Adjustment**
- Res. #401 East Creek Dock Improvements Capital Project Budget Adjustment**
- Res. #402 Bond Resolution, Subject to Permissive Referendum, Authorizing the Construction of Salt Barns, in and for the Town of Riverhead, Suffolk County, New York, at a Maximum Estimated Cost of \$600,000, and Authorizing the Issuance of \$600,000 Bonds of Said Town to Pay the Cost Thereof.**
- Res. #403 Accepts Resignation of a Highway Employee (Mark Kozakiewicz)**
- Res. #404 Appoints Temporary Secretary to the Board of Assessment Review (Sarah Manarel)**
- Res. #405 Ratifies Authorization for Purchasing Agent to Attend Conference**
- Res. #406 Appoints Member to the Town of Riverhead Industrial Development Agency (Lou Kalogeras)**
- Res. #407 Amends Resolution #352 Adopted on April 9, 2009 to Reflect the Town Board of the Town of Riverhead Consent to Substitute YMCA as Development Partner with County Will all Such Rights to Own, Lease or Improve Property Described as SCTM #0600-125-1-5.2 Purchased by the County of Suffolk with Greenways Funding**

- Res. #408 Approves an Extension and a Reduction of Security Posted by Wading River Woods, LLC in Connection with the Condominium Project Entitled “Wading River Woods A/K/A Hounds Gate” (Road and Drainage Improvements)**
- Res. #409 Approves Extension of Security Posted by CTR Development LLC in Connection with the Subdivision Entitled “Demchuk Estates” (Road and Drainage Improvements)**
- Res. #410 Approves Extension of Security Posted by Whitford Development Inc. in Connection with the Subdivision Entitled “Fedun Estates” (Road and Drainage Improvements)**
- Res. #411 Authorizes Legal Action Against the Owners, Tenants, Occupants and Mortgagee of the Property Located at 37 Doris Avenue, Riverhead, New York**
- Res. #412 Authorizes Legal Action Against the Owners, Tenants, Occupants and Mortgagee of the Property Located at 70 Main Road, Aquebogue, New York**
- Res. #413 Authorizes Legal Action Against the Owners, Tenants, Occupants and Mortgagee of the Property Located at 1350 Main Road, Jamesport, New York**
- Res. #414 Authorizes Legal Action Against the Owners, Tenants, Occupants and Mortgagee of the Property Located on the South Side of Route 25, Calverton, New York (SCTM 0600-116-1-7.2)**
- Res. #415 Authorizes Legal Action Against the Owners, Tenants, Occupants and Mortgagee of the Property Located on the South Side of Route 25, Calverton, New York (SCTM #0600-116-1-7.4)**
- Res. #416 Rejects Bid and Authorizes Town Clerk to Republish and Repost Notice to Bidders for Spaulding 130 Gallon Crack Sealer or Equal**
- Res. #417 Awards Bid for Work Clothes**

- Res. #418 Awards Bid for Well and Pump Testing, Evaluation Reporting and Information Management for the Riverhead Water District**
- Res. #419 Authorizes the Supervisor to Execute an Agreement with New York Water/Wastewater Agency Response Network (NYWARN)**
- Res. #420 Authorizes the Supervisor to Execute an Agreement Authorizing the Town to Accept Funds from Suffolk County Office for the Aging to Supplement the Town’s Residential Repair Program for the Elderly**
- Res. #421 Authorizes the Supervisor to Execute an Agreement with Sav Mor Mechanical Services Inc.**
- Res. #422 Authorizes the Supervisor to Execute an Agreement to Receive Funds from Suffolk County for Increased Enforcement of New York State Vehicle and Traffic Laws Relating to Drinking and Driving**
- Res. #423 Authorizes the Supervisor to Execute a Musical Works License Agreement with SESAC, Inc.**
- Res. #424 Authorizes the Supervisor to Execute an Agreement with ABL Computing Inc.**
- Res. #425 Approves Chapter 90 Application of Martha Clara Vineyards, LLC (“2009 Candlelight Ball” to Benefit the Peconic Bay Medical Center)**
- Res. #426 Approves Chapter 90 Application of Vail Leavitt Council (11th Annual Blues/Musical Festival)**
- Res. #427 Approves Chapter 90 Application of Martha Clara Vineyards, LLC**
- Res. #428 Approves Chapter 90 Application of Peconic Bay Medical Center**
- Res. #429 Adopts a Local Law Amending Chapter 46A Entitled “Architectural Review” of the Riverhead Town Code**
- Res. #430 Adopts a Local Law Amending Chapter 108 Entitled “Zoning” of the Riverhead Town Code (Article LIV – Village Center (VC) Zoning Use District)**

- Res. #431** Adopts a Local Law Amending Chapter 108 Entitled “Zoning”, Section 108-56.1 Entitled “Sign Permits” of the Riverhead Town Code
- Res. #432** Adopts a Local Law Amending Chapter 108 Entitled “Zoning” of the Riverhead Town Code (Article L – Industrial A (IA) Zoning Use District)
- Res. #433** Adopts a Local Law Amending Chapter 108 Entitled “Zoning” of the Riverhead Town Code (Article LI – Industrial C (IC) Zoning Use District)
- Res. #434** Adopts a Local Law Amending Chapter 108 Entitled “Zoning” of the Riverhead Town Code (Article LII – Rural Corridor (RLC) Zoning Use District)
- Res. #435** Adopts a Local Law Amending Chapter 108 Entitled “Zoning” of the Riverhead Town Code (Article LIII – Hamlet Center (HC) Zoning Use District)
- Res. #436** Adopts a Local Law Amending Chapter 108 Entitled “Zoning” of the Riverhead Town Code (Article LV – Business CR Zoning Use District {Rural Neighborhood Business])
- Res. #437** Adopts a Local Law Amending Chapter 108 Entitled “Zoning” of the Riverhead Town Code (Article LVI – Downtown Center 1: Office (DC-1) Zoning Use District)
- Res. #438** Adopts a Local Law Amending Chapter 108 Entitled “Zoning” of the Riverhead Town Code (Article LVII – Downtown Center 2: Office (DC-2) Zoning Use District)
- Res. #439** Adopts a Local Law Amending Chapter 108 Entitled “Zoning” of the Riverhead Town Code (Article LVIII – Downtown Center 3: Office (DC-3) Zoning Use District)
- Res. #440** Adopts a Local Law Amending Chapter 108 Entitled “Zoning” of the Riverhead Town Code (Article LIX – Downtown Center 4: Office/Residential Transition (DC-4) Zoning Use District)

- Res. #441** Adopts a Local Law Amending Chapter 108 Entitled “Zoning” of the Riverhead Town Code (Article LX – Downtown Center 5: Residential (DC-5) Zoning Use District)
- Res. #442** Adopts a Local Law Amending Chapter 108 Entitled, “Zoning” of the Riverhead Town Code (Article LXI – Tourism/Resort Campus (TRC) Zoning Use District)
- Res. #443** Adopts a Local Law Amending Chapter 108 Entitled “Zoning” of the Riverhead Town Code (Article XLVIII – Business Center (BC) Zoning Use District)
- Res. #444** Adopts a Local Law Amending Chapter 108 Entitled “Zoning” of the Riverhead Town Code (Article XLIX – Commercial/Residential Campus (CRC) Zoning Use District)
- Res. #445** Adopts a Local Law Amending Chapter 108 Entitled “Zoning” of the Riverhead Town Code (Article XLVI – Destination Retail Center (DRC) Zoning Use District)
- Res. #446** Adopts a Local Law Amending Chapter 108 Entitled “Zoning” of the Riverhead Town Code (Article XXXVII – Riverfront Corridor (RFC) Zoning Use District)
- Res. #447** Adopts a Local Law Amending Chapter 108 Entitled “Zoning” of the Riverhead Town Code (Article XLVII – Shopping Center (SC) Zoning Use District)
- Res. #448** Authorization to Publish Advertisement for Snack Vendor Services for the Town of Riverhead
- Res. #449** Offers Support to New York State Legislature to Amend the Town Law in Relation to Requiring that any Local Law or Amendment to a Local Law Relating to Peconic Bay Community Preservation Funds Shall be Subject to a Mandatory Referendum
- Res. #450** Resolution to Rescind Resolution #1036 and Refer the Transfer of Public Safety Dispatch Function to the Voters by Public Referendum
- Res. #451** Pays Bills

May 5, 2009

Adopted

TOWN OF RIVERHEAD

CALVERTON SEWER DISTRICT

BUDGET ADJUSTMENT

RESOLUTION # 396

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>
124.081300.541100	Building Repairs & Maintenance	5,000	
124.081300.546400	Utilities - Water	2,000	
124.081300.546203	Utilities – Electric/Plant	10,000	
124.081300.524000	Plant Equipment		10,000
124.081300.543504	Engineering		7,000

THE VOTE

Wooten Yes No

Dunleavy Yes No Blass Yes No

Cardinale Yes No

May 5, 2009

Adopted

TOWN OF RIVERHEAD

CALVERTON PARK - CDA FUND

BUDGET ADJUSTMENT

RESOLUTION # 397

COUNCILMAN DUNLEAVY

_____ 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>
914.069800.541203	Repairs & Maintenance - Landscaping	18,750	
914.069800.524000	Equipment		18,750

THE VOTE

Wooten Yes No

Dunleavy Yes No Blass Yes No

Cardinale Yes No

May 5, 2009

TOWN OF RIVERHEAD

GENERAL FUND

BUDGET ADJUSTMENT

RESOLUTION # 398

Adopted

COUNCILMAN WOOTEN

offered the following resolution,

COUNCILWOMAN BLASS

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>
001.016200.542500	Supplies and Service	18,750	
001.071400.524000	Equipment		18,750

THE VOTE

Wooten Yes No

Dunleavy Yes No

Blass Yes No

Cardinale Yes No



May 5, 2009

TOWN OF RIVERHEAD

SEWER DISTRICT

BUDGET ADJUSTMENT

RESOLUTION # 399

Adopted

COUNCILWOMAN BLASS offered the following resolution,

which was seconded by COUNCILMAN DUNLEAVY.

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

		<u>FROM</u>	<u>TO</u>
130.000000.499999	Appropriated Fund Balance	7,500	
114.081300.543504	Engineering		7,500

THE VOTE

Wooten Yes No

Dunleavy Yes No Blass Yes No

Cardinale Yes No

May 5, 2009

Adopted

TOWN OF RIVERHEAD

Riverhead Sewer District
Reserve Account

BUDGET ADJUSTMENT

RESOLUTION # 400

COUNCILMAN DUNLEAVY

_____ 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>
114.081300.523011	Plant Improvements	10,000	
114.081300.524000	Equipment	10,000	
114.081300.524175	Trucks	10,000	
114.081300.543504	Engineering		30,000

THE VOTE

Wooten Yes No

Dunleavy Yes No Blass Yes No

Cardinale Yes No



May 5, 2009

Adopted

TOWN OF RIVERHEAD

**EAST CREEK DOCK IMPROVEMENTS
CAPITAL PROJECT**

BUDGET ADJUSTMENT

RESOLUTION # 401

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 attached budget adjustment:

		<u>FROM</u>	<u>TO</u>
406.072300.547900.40161	Contingency – East Creek	37,596	
406.072300.543018.40161	Construction – East Creek		37,596

THE VOTE

Wooten Yes No

Dunleavy Yes No Blass Yes No

Cardinale Yes No

Adopted

BOND RESOLUTION
(SUBJECT TO PERMISSIVE REFERENDUM)

At a regular meeting of the Town Board of the Town of Riverhead, Suffolk County, New York, held at the Town Hall, in Riverhead, New York, on the 5th day of May, 2009, at 2:00 o'clock P.M., Prevailing Time.

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

PRESENT:

ABSENT:

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

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

BOND RESOLUTION DATED MAY 5, 2009.

A RESOLUTION, SUBJECT TO PERMISSIVE REFERENDUM, AUTHORIZING THE CONSTRUCTION OF SALT BARNS, IN AND FOR THE TOWN OF RIVERHEAD, SUFFOLK COUNTY, NEW YORK, AT A MAXIMUM ESTIMATED COST OF \$600,000, AND AUTHORIZING THE ISSUANCE OF \$600,000 BONDS OF SAID TOWN TO PAY THE COST THEREOF.

WHEREAS, all conditions precedent to the financing of the capital project hereinafter described, including compliance with the provisions of the State Environmental Quality Review Act ("SEQRA") as a 'Type II Action', which has been determined to have no significant effect on the environment, have been performed and SEQRA compliance materials are on file in the office of the Town Clerk where they may be inspected during normal business hours; and

WHEREAS, it is now desired to authorize such capital project and its financing; NOW, THEREFORE,

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

Section 1. The construction of salt barns on a Town-owned site at 1177 Osborne Avenue in Riverhead, NY, in and for the Town of Riverhead, Suffolk County, New York, including original furnishings, equipment, machinery, apparatus, appurtenances and incidental improvements and expenses in connection therewith, is hereby authorized, at a maximum estimated cost of \$600,000.

Section 2. The plan for the financing of the aforesaid maximum estimated cost is by the issuance of \$600,000 bonds of said Town hereby authorized to be issued therefor pursuant to the provisions of the Local Finance Law.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid class of objects or purposes is twenty-five years, pursuant to subdivision 11(b) of paragraph a of Section 11.00 of the Local Finance Law. It is hereby further determined that the maximum maturity of the bonds herein authorized **will exceed five years.**

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

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

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

Section 52.00 of the Local Finance Law, and shall otherwise be in such form and contain such recitals, in addition to those required by Section 51.00 of the Local Finance Law, as the Supervisor shall determine consistent with the provisions of the Local Finance Law.

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

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

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

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

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

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

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

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

_____ VOTING _____
_____ VOTING _____
_____ VOTING _____
_____ VOTING _____
_____ VOTING _____

The resolution was thereupon declared duly adopted.

* * * * *

CERTIFICATION FORM

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

I, the undersigned Clerk of the Town of Riverhead, in the County of Suffolk, New York (the "Issuer"), DO HEREBY CERTIFY:

- 1) That a meeting of the Issuer was duly called, held and conducted on the 5th day of May, 2009.
- 2) That such meeting was a **special** **regular** (circle one) meeting.
- 3) That attached hereto is a proceeding of the Issuer which was duly adopted at such meeting by the Board of the Issuer.
- 4) That such attachment constitutes a true and correct copy of the entirety of such proceeding as so adopted by said Board.
- 5) That all members of the Board of the Issuer had due notice of said meeting.
- 6) That said meeting was open to the general public in accordance with Section 103 of the Public Officers Law, commonly referred to as the "Open Meetings Law".
- 7) That notice of said meeting (the meeting at which the proceeding was adopted) was given **PRIOR** **THERE TO** in the following manner:

PUBLICATION (here insert newspaper(s) and date(s) of publication)

POSTING (here insert place(s) and date(s) of posting)

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Issuer this _____ day of May, 2009.

Town Clerk

(CORPORATE SEAL)

NOTICE OF ADOPTION OF RESOLUTION

NOTICE IS HEREBY GIVEN that the Town Board of the Town of Riverhead, Suffolk County, New York, at a meeting held on the 5th day of May, 2009, duly adopted the resolution published herewith **subject to a permissive referendum.**

Dated: Riverhead, New York,
May 5, 2009.

Diane M. Wilhelm
Town Clerk

Resolution #_____

BOND RESOLUTION DATED MAY 5, 2009.

A RESOLUTION, SUBJECT TO PERMISSIVE REFERENDUM, AUTHORIZING THE CONSTRUCTION OF SALT BARNS, IN AND FOR THE TOWN OF RIVERHEAD, SUFFOLK COUNTY, NEW YORK, AT A MAXIMUM ESTIMATED COST OF \$600,000, AND AUTHORIZING THE ISSUANCE OF \$600,000 BONDS OF SAID TOWN TO PAY THE COST THEREOF.

WHEREAS, all conditions precedent to the financing of the capital project hereinafter described, including compliance with the provisions of the State Environmental Quality Review Act ("SEQRA") as an a 'Type II Action' Action, which has been determined to have no significant effect on the environment, have been performed and SEQRA compliance materials are on file in the office of the Town Clerk where they may be inspected during normal business hours; and

WHEREAS, it is now desired to authorize such capital project and its financing; NOW, THEREFORE,

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

Section 1. The construction of salt barns on Town-owned site at 1177 Osborne Avenue in Riverhead, NY, in and for the Town of Riverhead, Suffolk County, New York, including original furnishings, equipment, machinery, apparatus, appurtenances and incidental improvements and expenses in connection therewith, is hereby authorized, at a maximum estimated cost of \$600,000.

Section 2. The plan for the financing of the aforesaid maximum estimated cost is by the issuance of \$600,000 bonds of said Town hereby authorized to be issued therefor pursuant to the provisions of the Local Finance Law.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid class of objects or purposes is twenty-five years, pursuant to subdivision 11(b) of paragraph a of Section 11.00 of the Local Finance Law. It is hereby further determined that the maximum maturity of the bonds herein authorized **will exceed five years.**

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

Section 5. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the Supervisor

of said Town, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said Supervisor, consistent with the provisions of the Local Finance Law.

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

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

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

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

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

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

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

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

May 5, 2009

Adopted

TOWN OF RIVERHEAD

ACCEPTS RESIGNATION OF A HIGHWAY EMPLOYEE

RESOLUTION # 403

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

WHEREAS, the Town of Riverhead (hereinafter "Town") has received a letter from Mark Kozakiewicz, an employee in the Riverhead Town Highway Department for many years holding various positions during his tenure with the Town, expressing his desire to resign from his employment with the Town.

WHEREAS, Mr. Kozakiewicz has requested that the Town Board accept his resignation and that said resignation be effective on April 28, 2009.

NOW, THEREFORE, BE IT RESOLVED, that this Town Board hereby accepts the resignation of Mark Kozakiewicz effective April 28, 2009.

BE IT FURTHER, RESOLVED, that the Town Clerk be, and is hereby, directed to forward a copy of this Resolution to Mark Kozakiewicz, the Superintendent of Highway, 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

05/05/2009

TOWN OF RIVERHEAD

Adopted

Resolution # 404

APPOINTS TEMPORARY SECRETARY
TO THE BOARD OF ASSESSMENT REVIEW

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

WHEREAS, a position of temporary secretary currently exists on the Board of Assessment Review; and

WHEREAS, Sarah Manarel has expressed an interest in serving in this capacity.

NOW, THEREFORE, BE IT RESOLVED, that Sarah Manarel be and is hereby appointed as temporary secretary to the Board of Assessment Review at an hourly rate of \$13.50 effective May 1, 2009 through December 31, 2009; and

BE IT FURTHER RESOLVED, that the Town Clerk be and is hereby directed to forward a copy of this resolution to Sarah Manarel, the Assessors' Office, the Personnel Officer, and the Office of Accounting.

THE VOTE

Wooten Yes No

Dunleavy Yes No

Blass Yes No

Cardinale Yes No

The Resolution Was Was Not

Thereupon Duly Declared Adopted

5/5/09

Adopted

TOWN OF RIVERHEAD

Resolution # 405

**RATIFIES AUTHORIZATION FOR PURCHASING AGENT TO ATTEND
CONFERENCE**

COUNCILWOMAN BLASS

_____ offered the following resolution, which was seconded by

COUNCILMAN DUNLEAVY

_____ :

WHEREAS, the State Association of Municipal Purchasing Officials (SAMPO) is sponsoring a conference to be held in Lake George, New York on May 5, 2009 through May 8, 2009; and

WHEREAS, it is the desire of Riverhead Town Employee Mary Ann Tague, Purchasing Agent, to attend such conference.

NOW THEREFORE BE IT HEREBY RESOLVED, that the Town Board of the Town of Riverhead hereby authorizes Mary Ann Tague, Purchasing Agent, to attend the aforementioned conference to be held in Lake George, New York on May 5, 2009 through May 8, 2009; and be it further

RESOLVED, that all related expenses incurred by the Town Employee will be fully receipted upon her return, not to exceed a total cost of \$400.00, and thereafter reimbursed by the Accounting Department; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Mary Ann Tague, the Office of Accounting and the Town Attorney's Office.

THE VOTE

Wooten Yes No

Dunleavy Yes No

Blass Yes No

Cardinale Yes No

The Resolution Was Was Not
Therefore Duly Adopted

Adopted

May 5, 2009

TOWN OF RIVERHEAD

Resolution No. 406

APPOINTS MEMBER TO THE TOWN OF RIVERHEAD INDUSTRIAL DEVELOPMENT AGENCY

Councilman Wooten offered the following resolution which was seconded by

Councilman Dunleavy

WHEREAS, established in 1980 by an act of the State of New York, and requested by the Riverhead Town Board, the Riverhead Industrial Development Agency (RIDA) is a public benefit corporation; and

WHEREAS, the Town Board has agreed on the individuals it wishes to appoint to the Riverhead Industrial Development Agency; and

WHEREAS, there exists one vacant position on the Riverhead Industrial Development Agency;

NOW THEREFORE BE IT RESOLVED, the Town Board hereby appoints Elias S. Kalogeras to fill the vacant position on the Town of Riverhead Industrial Development Agency effective May 6, 2009.

BE IT FURTHER RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Elias S. Kalogeras and the members of the Industrial Development Agency and to send notification to the Office of the Town Attorney, and the Office of Accounting.

THE VOTE

DUNLEAVY YES NO WOOTEN YES NO

BLASS YES NO

CARDINALE YES NO

THIS RESOLUTION WAS WAS NOT THEREFORE DULY ADOPTED

May 5, 2009

Adopted

TOWN OF RIVERHEAD

Resolution # 407

AMENDS RESOLUTION #352 ADOPTED ON APRIL 9, 2009 TO REFLECT THE TOWN BOARD OF THE TOWN OF RIVERHEAD CONSENT TO SUBSTITUTE YMCA AS DEVELOPMENT PARTNER WITH COUNTY WITH ALL SUCH RIGHTS TO OWN, LEASE OR IMPROVE PROPERTY DESCRIBED AS SCTM#0600-125-1-5.2 PURCHASED BY THE COUNTY OF SUFFOLK WITH GREENWAYS FUNDING

Councilwoman Blass offered the following resolution, was seconded by Councilman Dunleavy

WHEREAS, in 2000, the Town Board of the Town of Riverhead did adopt Resolutions #835-2000 and #989-2000 requesting Suffolk County Greenways Funding for land acquisition cost to purchase Suffolk County Tax Map #0600-125-1-5.2 to enable the Town to enhance its recreational facilities at Stotzky Park; and

WHEREAS, the County of Suffolk acquired approximately 7.2+- acres adjacent to Stotzky park; and

WHEREAS, on June 27, 2003, later amended in January 2005, the Town and County entered into an agreement where the Town, at its sole cost, would improve and maintain the property as active parkland for recreational purposes; and

WHEREAS, the Agreement between the Town and County was for a period of 20 years; and

WHEREAS, the Town submitted its plans for improvements to the property to the Suffolk County Department of Parks, Recreation and Conservation depicting the proposed improvements to the property to include three soccer fields and parking; and

WHEREAS, the Town has not yet begun the physical improvements to the property; and

WHEREAS, the YMCA has expressed interest in providing services and constructing a recreational facility in the area of Stotzky Park; and

WHEREAS, the Town supports the efforts of the YMCA and determines that the YMCA recreational facility will serve a continuing need of the residents of the Town of Riverhead and County of Suffolk; and

WHEREAS, the Town supports the cooperative efforts of the Town of Riverhead, County of Suffolk, Riverhead Central School District and YMCA to locate an indoor recreational facility within the Town; and

NOW THEREFORE BE IT RESOLVED, that the Town Board states its willingness and consent to substitute, rather than withdraw as set forth in Resolution #352 adopted on April 9, 2009, the YMCA instead of the Town of Riverhead as the County's development partner of Suffolk County Tax Map #0600-125-1-5.2 for the construction of an indoor recreation center which has been identified as a continuing need in the Town; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to the Riverhead Town Board, Suffolk County Executive, Suffolk County Department of Parks, Recreation and Conservation, Riverhead Central School District, and Joseph Vandewetering on behalf of YMCA; 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.

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

5/5/09

TOWN OF RIVERHEAD

Adopted

Resolution # 408

**APPROVES AN EXTENSION AND A REDUCTION OF SECURITY POSTED BY
WADING RIVER WOODS LLC IN CONNECTION WITH THE
CONDOMINIUM PROJECT ENTITLED "WADING RIVER WOODS A/K/A
HOUNDS GATE"
(ROAD AND DRAINAGE IMPROVEMENTS)**

COUNCILMAN DUNLEAVY

_____ offered the following resolution, was seconded

COUNCILMAN WOOTEN

by _____:

WHEREAS, the Riverhead Town Board, by Resolution #1058 adopted on November 16, 2004, did accept a performance bond in the amount of \$480,000.00 representing road and drainage improvements to be completed in the condominium project entitled "Wading River Woods"; and

WHEREAS, pursuant to Riverhead Town Board Resolution #1094, dated November 20, 2007, a two-year extension was granted for the security posted representing the road and drainage improvements to be completed within the condominium project to November 16, 2008; and

WHEREAS, pursuant to the Engineering Memo dated January 14, 2009 from Vincent A. Gaudiello, P.E. advising of the completion of certain improvements in the condominium project, the Riverhead Planning Board by Resolution #47 dated June 11, 2008, did recommend that the performance bond in the amount of \$480,000.00 be reduced to \$175,000.00; and

WHEREAS, it had been requested by Wading River Woods that an additional extension be granted for the performance bond representing the road and drainage improvements to be completed within the subdivision; and

WHEREAS, by Riverhead Planning Board Resolution #43 dated April 16, 2009, it is recommended that the performance security be extended for an additional two-year period to November 16, 2010; and

WHEREAS, Water Key Money in the amount of \$67,500.00 and Park and Recreation Fees in the amount of \$81,000.00, have been paid.

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby approves the reduction of the security posted for improvements to be completed in the subject condominium project to the amount of \$175,000.00; and be it further

RESOLVED, that the Town Board of the Town of Riverhead hereby approves the extension of time for the performance security posted representing the road and drainage improvements to be completed within the condominium project for an additional two-year period as provided by Riverhead Town Code Chapter 108-97 A. (4); and be it further

RESOLVED, that the Town Board hereby accepts the \$2,000.00 fee associated with such extension approval; and be it further

RESOLVED, that this extension shall extend the performance security posted representing the road and drainage improvements to be completed within the subdivision to November 16, 2010; and be it further

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to Charles R. Cuddy, Esq., P.O. Box 1547, Riverhead, New York, 11901; 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

Wooten Yes No

Dunleavy Yes No

Blass Yes No

Cardinale Yes No

The Resolution Was Was Not
Therefore Duly Adopted

5/5/09

Adopted

TOWN OF RIVERHEAD

Resolution # 409

**APPROVES EXTENSION OF SECURITY POSTED BY CTR DEVELOPMENT
LLC IN CONNECTION WITH THE SUBDIVISION
ENTITLED "DEMCHUK ESTATES"
(ROAD AND DRAINAGE IMPROVEMENTS)**

COUNCILMAN WOOTEN

_____ offered the following resolution, was seconded

by **COUNCILWOMAN BLASS** _____:

WHEREAS, the Riverhead Town Board, by Resolution #485 adopted on May 16, 2007, did accept an Irrevocable Letter of Credit in the amount of \$515,000.00 representing road and drainage improvements to be completed within the subdivision entitled, "Fedun Estates"; and

WHEREAS, by letter dated March 19, 2009 from Michael R. Strauss, Esq., attorney for CTR Development LLC, it had been requested that an extension be granted for the performance bond representing the road and drainage improvements to be completed within the subdivision; and

WHEREAS, by Riverhead Planning Board Resolution #33 dated April 2, 2009, it is recommended that the performance security be extended for an additional two-year period to January 4, 2011; and

WHEREAS, security for Water Key Money in the amount of \$25,000.00 and Park and Recreation Fees in the amount of \$45,000.00, have been submitted and accepted (Riverhead Town Board Resolution #485 dated May 16, 2007).

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby approves the extension of time for the performance security posted representing the road and drainage improvements to be completed within the subdivision for an additional two-year period as provided by Riverhead Town Code Chapter 108-97 A. (4); and be it further

RESOLVED, that the Town Board hereby accepts the \$2,000.00 fee associated with such extension approval; and be it further

RESOLVED, that this extension shall extend the performance security posted representing the road and drainage improvements to be completed within the subdivision to January 4, 2011; and be it further

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to Michael R. Strauss, Esq., 1303 Main Street, Suite 4, Port Jefferson, NY 11777, the Planning Department, the Building 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

5/5/09

TOWN OF RIVERHEAD

Adopted

Resolution # 410

**APPROVES EXTENSION OF SECURITY POSTED BY WHITFORD
DEVELOPMENT INC. IN CONNECTION WITH THE SUBDIVISION
ENTITLED "FEDUN ESTATES"
(ROAD AND DRAINAGE IMPROVEMENTS)**

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

WHEREAS, the Riverhead Town Board, by Resolution #486 adopted on May 16, 2007, did accept an Irrevocable Letter of Credit in the amount of \$700,000.00 representing road and drainage improvements to be completed within the subdivision entitled, "Fedun Estates"; and

WHEREAS, by letter dated March 19, 2009 from Michael R. Strauss, Esq., attorney for Whitford Development Inc., it had been requested that an extension be granted for the performance bond representing the road and drainage improvements to be completed within the subdivision; and

WHEREAS, by Riverhead Planning Board Resolution #32 dated April 2, 2009, it is recommended that the performance security be extended for an additional two-year period to November 2, 2010; and

WHEREAS, security for Water Key Money in the amount of \$70,000.00 and Park and Recreation Fees in the amount of \$140,000.00, have been submitted and accepted (Riverhead Town Board Resolution #486 dated May 16, 2007).

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby approves the extension of time for the performance security posted representing the road and drainage improvements to be completed within the subdivision for an additional two-year period as provided by Riverhead Town Code Chapter 108-97 A. (4); and be it further

RESOLVED, that the Town Board hereby accepts the \$2,000.00 fee associated with such extension approval; and be it further

RESOLVED, that this extension shall extend the performance security posted representing the road and drainage improvements to be completed within the subdivision to November 2, 2010; and be it further

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to Michael R. Strauss, Esq., 1303 Main Street, Suite 4, Port Jefferson, NY 11777, the Planning Department, the Building 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

Adopted

5/5/09

RESOLUTION # 411

AUTHORIZES LEGAL ACTION AGAINST THE OWNERS, TENANTS, OCCUPANTS AND MORTGAGEE OF THE PROPERTY LOCATED AT 37 DORIS AVENUE, RIVERHEAD, NEW YORK

COUNCILMAN DUNLEAVY

offered the following resolution, was seconded by

COUNCILMAN WOOTEN :

WHEREAS, the Town Board has determined that the property located at 37 Doris Avenue, 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 the within Resolution authorizes legal action against the owners, tenants, occupants and mortgagee of the property located at 37 Doris Avenue, Riverhead, New York; and be it further

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 located at 37 Doris Avenue, 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 DUNLEAVY YES ___ NO

BLASS YES ___ NO

CARDINALE YES ___ NO

THIS RESOLUTION IS ___ IS NOT
DECLARED DULY ADOPTED

Adopted

5/5/09

RESOLUTION # 412

AUTHORIZES LEGAL ACTION AGAINST THE OWNERS, TENANTS, OCCUPANTS AND MORTGAGEE OF THE PROPERTY LOCATED AT 70 MAIN ROAD, AQUEBOGUE, NEW YORK

COUNCILMAN WOOTEN offered the following resolution, was seconded by

COUNCILWOMAN BLASS :

WHEREAS, the Town Board has determined that the property located at 70 Main Road, Aquebogue, 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 the within Resolution authorizes legal action against the owners, tenants, occupants and mortgagee of the property located at 70 Main Road, Aquebogue, New York; and be it further

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 located at 70 Main Road, Aquebogue, 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 DUNLEAVY YES NO

BLASS YES NO

CARDINALE YES NO *abstain*

THIS RESOLUTION IS IS NOT
DECLARED DULY ADOPTED

5/5/09

RESOLUTION #413

AUTHORIZES LEGAL ACTION AGAINST THE OWNERS, TENANTS, OCCUPANTS AND MORTGAGEE OF THE PROPERTY LOCATED AT 1350 MAIN ROAD, JAMESPORT, NEW YORK

COUNCILWOMAN BLASS offered the following resolution, was seconded by

COUNCILMAN DUNLEAVY :

WHEREAS, the Town Board has determined that the property located at 1350 Main Road, Jamesport, 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 the within Resolution authorizes legal action against the owners, tenants, occupants and mortgagee of the property located at 1350 Main Road, Jamesport, New York; and be it further

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 located at 1350 Main Road, Jamesport, 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 DUNLEAVY YES NO

BLASS YES NO

CARDINALE YES NO *abstain*

THIS RESOLUTION IS IS NOT
DECLARED DULY ADOPTED

Adopted

5/5/09

RESOLUTION # 414

AUTHORIZES LEGAL ACTION AGAINST THE OWNERS, TENANTS, OCCUPANTS AND MORTGAGEE OF THE PROPERTY LOCATED ON THE SOUTH SIDE OF ROUTE 25, CALVERTON, NEW YORK

COUNCILMAN DUNLEAVY

offered the following resolution, was seconded by

COUNCILMAN WOOTEN

WHEREAS, the Town Board has determined that the property situated on the south side of Route 25, Calverton, New York, identified on the Suffolk County Tax Map as District 0600, Section 116.00, Block 01.00, Lot 007.002, is being used and occupied in violation of various sections of the Code of the Town of Riverhead;

NOW, THEREFORE, BE IT RESOLVED, that the within Resolution authorizes legal action against the owners, tenants, occupants and mortgagee of the property situated on the south side of Route 25, Calverton, New York, identified on the Suffolk County Tax Map as District 0600, Section 116.00, Block 01.00, Lot 007.002; and be it further

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 on the south side of Route 25, Calverton, New York, identified on the Suffolk County Tax Map as District 0600, Section 116.00, Block 01.00, Lot 007.002, 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 DUNLEAVY YES ___ NO

BLASS YES ___ NO

CARDINALE YES ___ NO

THIS RESOLUTION IS ___ IS NOT
DECLARED DULY ADOPTED

Adopted

5/5/09

RESOLUTION # 415

AUTHORIZES LEGAL ACTION AGAINST THE OWNERS, TENANTS, OCCUPANTS AND MORTGAGEE OF THE PROPERTY LOCATED ON THE SOUTH SIDE OF ROUTE 25, CALVERTON, NEW YORK

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

WHEREAS, the Town Board has determined that the property situated on the south side of Route 25, Calverton, New York, identified on the Suffolk County Tax Map as District 0600, Section 116.00, Block 01.00, Lot 007.004, is being used and occupied in violation of various sections of the Code of the Town of Riverhead;

NOW, THEREFORE, BE IT RESOLVED, that the within Resolution authorizes legal action against the owners, tenants, occupants and mortgagee of the property situated on the south side of Route 25, Calverton, New York, identified on the Suffolk County Tax Map as District 0600, Section 116.00, Block 01.00, Lot 007.004; and be it further

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 on the south side of Route 25, Calverton, New York, identified on the Suffolk County Tax Map as District 0600, Section 116.00, Block 01.00, Lot 007.004, 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 DUNLEAVY YES NO
BLASS YES NO
CARDINALE YES NO
THIS RESOLUTION IS IS NOT
DECLARED DULY ADOPTED

TOWN OF RIVERHEAD

RESOLUTION # 416

Adopted

**REJECTS BID AND AUTHORIZES TOWN CLERK TO
REPUBLISH AND REPOST NOTICE TO BIDDERS FOR
SPAULDING 130 GALLON CRACK SEALER OR EQUAL**

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 purpose of receiving bids for a Spaulding 130 Gallon Crack Sealer or Equal; and

WHEREAS, one bid was received on the day and time specified in the notice to bidders; and

WHEREAS, after reviewing the bid it was determined that it would be in the best interest of the Town of Riverhead to reject the bid received and republish and repost the attached Notice to Bidders; and be it further

RESOLVED, that the Town Clerk of the Town of Riverhead be and is hereby authorized to republish and repost the attached Notice to bidders; and be it further

RESOLVED, that the Town Clerk is authorized to forward a certified copy of this resolution to the Riverhead Highway Department and the Accounting Department.

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

THIS RESOLUTION IS ___ IS NOT
DECLARED DULY ADOPTED

NOTICE TO BIDDERS

Sealed bids for the purchase of **“SPAULDING 130 GALLON CRACK SEALER OR EQUAL”** for the use of the Riverhead Highway Department will be received by the Town Clerk of the Town of Riverhead at the Town Hall, 200 Howell Avenue, Riverhead, New York 11901 until **11:00 A.M. on May 26, 2009.**

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

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

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

All bids will be submitted in a sealed envelope bearing the designation **“BID on SPAULDING 130 GALLON CRACK SEALER 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
DIANE M. WILHELM, TOWN CLERK**

MAY 5, 2009

Adopted

TOWN OF RIVERHEAD

Resolution # 417

AWARDS BID FOR WORK CLOTHES

offered the following resolution, COUNCILMAN DUNLEAVY

which was seconded by COUNCILMAN WOOTEN

WHEREAS, the Town Clerk was authorized to publish and post a notice for sealed bids for WORK CLOTHES for the Town of Riverhead and;

WHEREAS, 3 bids were received and opened at 11:30 am on April 2, 2009, at Town Hall, 200 Howell Avenue, Riverhead, New York, the date, time and place given in the Notice to Bidders.

NOW THEREFORE BE IT RESOLVED, that the bid for WORK CLOTHES for the Town of Riverhead be and hereby is, awarded as follows:

Centereach Work & Play – Items 1-c & d; Item 2, Item 4-a,b,c; Item 5; Item 5-c; Item 6; Item 6-C-a; Item 7-C; Item 8; Item 10-D; Item 11; Item 12-a&b; Item 13-a,c,d; Item 14-a,b,d; Item 15.

Aramark – Items 1-a,b; Item 3-a,b; Item 6C; Item 7-a; Item 10 a,b,c; Item 12-d; Item 13-b.

BE IT FURTHER, RESOLVED, that the Town Clerk be and is hereby authorized to forward A copy of this resolution to the CENTEREACH WORK-N- PLAY, ARAMARK and the Purchasing Department.

THE VOTE

Wooten Yes No

Dunleavy Yes No

Blass Yes No

Cardinale Yes No

The Resolution Was Was Not
Thereupon Duly Declared Adopted

IMPORTANT - SAMPLES MUST ACCOMPANY BID FORM

2135 MIDDLE COUNTRY ROAD
 FREEBACH, N. Y. 11720

15858725

ITEM #	DESCRIPTION	PRICE	PLUS SIZES (% OR PRICE)
Item #1	Trousers		
A	Poly/Cotton Blend Dickies ^{Levi Kap - #120} PT-10 series (or equal)	12.50	
B	Size 44-60	14.25	
C	100% Cotton Dickies PC-10 (or equal)	15.90	
D	Size 44-60	18.00	
Item #2	Dungarees		
	Dickies, Pre-washed C393RNB Regular Fit (or equal)	14.00	
	Sizes 44-50	15.50	
	Sizes 52-56	16.00	
	Dickies, Pre-washed CR393RNB Relaxed Fit (or equal)	15.20	
	Sizes 44-50	16.50	
	Sizes 52-56	16.50	
Item #3	Short Sleeve T-Shirt Dickies #4624 (or equal)	6.25	
	Sizes 2XL-3XL	6.90	
	Sizes 4XL	6.90	
	100% Cotton		
Item #4	Short Sleeve Polo Shirt Dickies #5521 (or equal)	11.00	
	Sizes 2XL-3XL	12.25	
	Size 4XL	12.25	
	100% Cotton		
Item #5	Short Sleeve Uniform Shirts		
	Poly/Cotton Blend Dickies SP24 (or equal)	8.50	
	Sizes 2XL-3XL	10.40	
Item #5-C	Short Sleeve Uniform Shirts		
	100% Cotton Sizes 2XL-3X	11.60	
	Size 4XL	14.00	

ITEM #	DESCRIPTION	PRICE	PLUS SIZES (% OR PRICE)
Item #6	Long Sleeve Uniform Shirts		
	Poly/Cotton Blend SP14 (or equal)	16 ²⁵	
	Sizes 2XL-4XL	12 ²⁵	
	Size 5XL <i>unless special make-up</i>	12 ²⁵	
Item #6-C	Long Sleeve Uniform Shirts		
a	100% cotton SC-15	13 ⁰⁰	
b	Sizes 2XL-3XL	15 ⁶⁰	
c	Size 4XL	15 ⁶⁰	
Item #7	Coveralls, Insulated 20 Degrees		
a	Dickies 2439 100% cotton - black or brown	54-	
b	Sizes 2XL-3XL	60-	
c	Size 4XL	60-	
Item #8	Long Coat, Insulated 20 Degrees (winter)		
A	Dickies Duck - 3158BD - brown or black	54-	
B	Sizes 2XL-3XL	60-	
C	Size 4XL & 5XL	60-	
	Hood - brown or black	Disc	
Item #9	Jacket, Lined Panel Front (spring)		
	Dickies JT52 (or equal)	26-	
	Sizes 2XL-3XL	31-	
	Size 4XL	31-	
Item #10	Coveralls, one piece (unlined)		
a	Dickies #4879NV <i>this model is 100% cotton</i>	30-	
b	SIZES 48-50 <i>(not 48)</i>	33-	
c	Sizes 52-60	33-	
D	100% Cotton FIRE RESISTANT <i>Fire Resist</i>	49 ⁰⁰	59

ITEM #	DESCRIPTION	PRICE	PLUS SIZES (% OR PRICE)
Item #11	Long Sleeve Sweatshirt		
	Poly/Cotton Blend - Navy, Gray	6-	
	Sizes 2XL-3XL	8-	
	Size 4XL	10-50	
	100% Cotton FIRE RESISTANT	92	
Item #12	Long Sleeve Hooded Zippered Sweatshirt		
a	Safety Orange, Safety Green or Navy	23-	
b	Sizes 2XL-3XL	25-	
c	Size 4XL	As Avail	
d	100% COTTON FIRE RESISTANT	96-	
Item #13	Bib Overalls, Insulated		
a	Dickies Duck (or equal)	47	
b	Sizes 2XL-3XL	52	
c	Size 4XL	52	
d	100% COTTON FIRE RESISTANT	125	
Item #14	Short sleeve T-Shirts		
a	Safety Orange, safety green (blend & 100% cotton)	3-	
b	Sizes 2XL-3XL Blend for safety colors	5-	
c	Sizes 4XL	As Avail	
d	100% cotton - will not be High Vis	2.50	4.75
Item #15	Long sleeve T-shirts		
a	Safety orange, safety green 50/50	5-10	
b	Sizes 2XL-3XL	7-50	
c	Sizes 4XL	As Avail	
d	100% cotton	16	8.50

May 5, 2009

Adopted

TOWN OF RIVERHEAD

AWARDS BID FOR WELL AND PUMP TESTING, EVALUATION
REPORTING AND INFORMATION MANAGEMENT
FOR THE RIVERHEAD WATER DISTRICT
RESOLUTION # 418

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 Well and Pump Testing, Evaluation, Reporting and Information Management; and

WHEREAS, bids were received, opened and read aloud on the 30th day of April, at 11:00 a.m. at Town Hall, 200 Howell Avenue, Riverhead, New York 11901, the date, time and place given in the notice to bidders.

NOW, THEREFORE, BE IT

RESOLVED, that the bid for Well and Pump Testing, Evaluation, Reporting and Information Management be and is hereby awarded to Victor Elefante Technical Services per the attached bid; and be it further

RESOLVED, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to Victor Elefante Technical Services, 5 Monte Lane, Center Moriches, New York, 11934, and the Purchasing Department.

THE VOTE

Wooten Yes No

Dunleavy Yes No Blass Yes No

Cardinale Yes No

THE RESOLUTION WAS WAS NOT THEREFORE DULY ADOPTED.

APPENDIX B

**BID PROPOSAL
RIVERHEAD WATER DISTRICT
WELL AND PUMP TESTING, EVALUATION, REPORTING
And INFORMATION MANAGEMENT**

ITEM 1 - Well & Pumps Testing, Evaluation, Reporting & Information Management

- I Full performance tests and reports on performance characteristics throughout full operating range and vibration analysis price per well on an "as needed" basis \$ 595⁰⁰

- II Periodic maintenance services and reports on performance under normal system condition with vibration testing per well on an "as needed" basis \$ 175⁰⁰

- III Maintain operational and historical information on off-site database and update District database per well on an "as needed" basis \$ 140⁰⁰

- *IV "Hands-on" during maintenance inspections or full test of wells and pumps; N.Y.S.D.O.H approved to provide "contact hours" to operators, who assist in maintenance inspections; on-site covering various wells and pumping equipment-related subjects per well on an "as needed" basis \$ 0⁰⁰

ITEM 2 - Inspection, Analysis & Reports on the Condition of Wells & Pumping Equipment

- I Includes regular maintenance with recommendations for most cost-effective repair of equipment; review and analysis of well performance and recommendations for correcting existing operational problems; well and pump maintenance management and oversight; assist in implementation of operation and equipment changes to assure success of program to maximize savings in power costs per well on an "as needed" basis.

Hourly rate based upon the assumption
Of 10 hrs per well @ \$140/hour \$ 1400⁰⁰

- *II "Hands-on" during maintenance inspections or full test of wells and pumps; N.Y.S.D.O.H approved to provide "contact hours" to operators, who assist in maintenance inspections; on-site covering various wells and pumping equipment-related subjects per well on an "as needed" basis. \$ 0⁰⁰

BID PROPOSAL (continued)

ITEM 3 - Power Cost Reduction Services

Power Cost Reduction Study, including site survey, system profile through collection and analysis of operational information per well on an "as needed" basis.

\$ 140⁰⁰ per hr.

TOTAL AMOUNT BID FOR ITEMS PER WELL:

TOTAL \$ 2450⁰⁰

*Attach certification and/or licences

May 5, 2009

Adopted

TOWN OF RIVERHEAD

Resolution # 419

AUTHORIZES THE SUPERVISOR TO EXECUTE AN AGREEMENT WITH NEW YORK WATER/WASTEWATER AGENCY RESPONSE NETWORK (NYWARN)

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

WHEREAS, the Town recognizes that incidents within the Riverhead Water District and the Riverhead Sewer District, which may impact health or safety, may require aid or assistance in the form of personnel, equipment, and supplies from outside the Town; and

WHEREAS, the Town has received a Mutual Aid and Assistance Agreement for Water/Wastewater Providers from New York Water/Wastewater Agency Response Network (NYWARN) to participate in an Intrastate Program for Mutual Aid and Assistance which coordinates response activities and shares resources with members during such incidents; and

WHEREAS, the Town wishes to participate in the Intrastate Program for Mutual Aid and Assistance known as NYWARN;

NOW, THEREFORE, BE IT RESOLVED, that the Supervisor is hereby authorized to execute the attached Mutual Aid and Assistance Agreement for Water/Wastewater Providers enabling the Riverhead Water District and the Riverhead Sewer District to participate in NYWARN; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to NYWARN, c/o Connie K. Schreppel, MWWA, 1 Kennedy Plaza, Utica, NY 13502; the Riverhead Water District; the Riverhead Sewer District and the Office of the Town Attorney.

WOOTEN YES NO

DUNLEAVY YES NO BLASS YES NO

CARDINALE YES NO

THIS RESOLUTION IS IS NOT
DECLARED DULY ADOPTED

Member Information Water/Wastewater Agency Response
Network (NYWARN)

System Name: RIVERHEAD WATER DISTRICT

Water PWSID #: NY5103705 # of Customers: 49,000

Wastewater SPDES #: _____ # of Customers: _____

Mailing Address:

1035 Pulaski Street

City: Riverhead State: NY

Zip Code: 11901 Email: pendzick@riverheadli.com

24-Hr. Telephone #: 631-727-3205

Utility website address www.riverheadli.com/RWater.html

Primary Emergency Contact:

Name: Gary J. Pendzick, Superintendent
E-Mail: pendzick@riverheadli.com
Telephone: (631) 727-3205 Cell Phone: (631) 466-0857

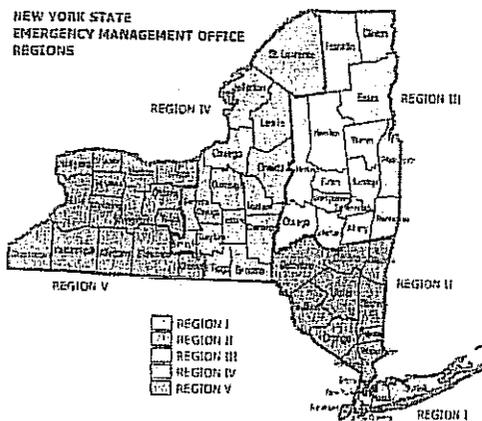
Secondary Emergency Contact:

Name: Mark Conklin, Assistant Superintendent
E-Mail: conklin@riverheadli.com
Telephone: (631) 727-3205 Cell Phone: (631) 466-0858

Location of System:

New York State Emergency Management Region (see map below)

Reg 1 X Reg 2 ___ Reg 3 ___ Reg 4 ___ Reg 5 ___



Return completed application to:

NYWARN
C/o Connie K. Schreppel
MVWA
1 Kennedy Plaza
Utica, New York 13502

New York Mutual Aid and Assistance Agreement for Water/Wastewater Providers

AGREEMENT

This Agreement is made and entered into by public and private Water and Wastewater Utilities that have, by executing this Agreement, manifested their intent to participate in an Intrastate Program for Mutual Aid and Assistance, which is known as the New York Mutual Aid and Assistance Agreement for Water/Wastewater Providers.

ARTICLE I. PURPOSE

Recognizing that incidents which may impact health or safety may require aid or assistance in the form of personnel, equipment, and supplies from outside the area of impact, the signatory utilities hereby establish an Intrastate Program for Mutual Aid and Assistance. Through the Mutual Aid and Assistance Program, Members coordinate response activities and share resources during incidents. This Agreement sets forth the procedures and standards for the administration of the Intrastate Mutual Aid and Assistance Program.

ARTICLE II. DEFINITIONS

- A. Authorized Official – An employee or officer of a Member utility that is authorized to:
 - 1. Request assistance;
 - 2. Offer assistance;
 - 3. Refuse to offer assistance or
 - 4. Withdraw assistance under this agreement.

- B. Incident – A natural or human caused event or circumstance causing, or imminently threatening to cause, loss of life, injury to person or property, human suffering or financial loss, and includes, but is not limited to, fire, explosion, flood, severe weather, drought, earthquake, volcanic activity, spills or releases of oil or hazardous material, contamination, utility or transportation emergencies, disease, blight, infestation, civil disturbance, riot, intentional acts, sabotage and war that is, or could reasonably be beyond the capability of the services, personnel, equipment, and facilities of a Mutual Aid and Assistance Program Member to fully manage and mitigate internally.

- C. Members – Any public or private Water or Wastewater Utility that manifests intent to participate in the Mutual Aid and Assistance Program by executing this Agreement.
 - 1. Associate Member – Any non-utility participant, approved by the State Steering Committee, that provides a support role for the WARN program, for example State Department of Public Health, or associations, who are members of the Regional or State Steering Committees and do not officially sign the WARN agreement.

2. Requesting Member – A Member who requests aid or assistance under the Mutual Aid and Assistance Program.
 3. Responding Member – A Member that responds to a request for aid or assistance under the Mutual Aid and Assistance Program.
 4. Non-Responding Member - A Member or Associate Member that does not provide aid or assistance during a Period of Assistance under the Mutual Aid and Assistance Program.
- D. Confidential Information - Any document shared with any signatory of this Agreement that is marked confidential, including but not limited to any map, report, notes, papers, opinion, or e-mail.
- E. Period of Assistance – A specified period of time when a Responding Member assists a Requesting Member. The period commences when personnel, equipment, or supplies depart from Responding Member's facility and ends when the resources return to their facility (portal to portal). All protections identified in the Agreement apply during this period. The specified Period of Assistance may occur during response to or recovery from an emergency, as previously defined.
- F. National Incident Management System (NIMS): A national, standardized approach to incident management and response that sets uniform processes and procedures for incident response operations.

ARTICLE III. ADMINISTRATION

The Mutual Aid and Assistance Program shall be administered through Regional Committees, as needed, and a Statewide Committee. The purpose of a Regional Committee is to provide local coordination of the Mutual Aid and Assistance Program before, during, and after an incident. The designated regions correspond to the previously established New York State Emergency Management Office Regions as shown on the map contained in Exhibit 1 of this Agreement. Each Regional Committee, under the leadership of an elected Chairperson, shall meet annually to address Mutual Aid and Assistance Program issues. Each Regional Committee shall also meet annually to review incident preparedness and response procedures. The Chairperson of each Regional Committee represents their Regional Committee's interests on the Statewide Committee. In addition to representing the interests of the Members, the Statewide Committee includes representatives from the New York State Health Department, New York State Emergency Management Office, Department of Environmental Conservation, New York State AWWA, New York State Rural Water Association, and others as may be designated by the Statewide Committee. Under the leadership of the Chair, the Statewide Committee members shall plan and coordinate incident planning and response activities for the Mutual Aid and Assistance Program.

ARTICLE IV.
PROCEDURES

In coordination with the Regional Committees, the emergency management and the public health system of the state, the Statewide Committee shall develop operational and planning procedures for the Mutual Aid and Assistance Program. These procedures shall be reviewed at least annually and updated as needed by the Statewide Steering Committee.

ARTICLE V.
REQUESTS FOR ASSISTANCE

- A. Member Responsibility: Members shall identify an Authorized Official and alternates; provide contact information including 24-hour access and maintain resource information that may be available from the utility for mutual aid and assistance response. Such contact information shall be updated annually or when changes occur and provided to the State Steering Committee.

In the event of an incident, a Member's Authorized Official may request mutual aid and assistance from a participating Member. Requests for assistance can be made orally or in writing. When made orally, the request for personnel, equipment, and supplies shall be prepared in writing as soon as practicable. Requests for assistance shall be directed to the Authorized Official of the participating Member. Specific protocols for requesting aid shall be provided in the required procedures (Article IV).

- B. Response to a Request for Assistance – Members of the agreement are not obligated to respond to a request. After a Member receives a request for assistance, the Authorized Official evaluates whether or not to respond, whether resources are available to respond, or if other circumstances would hinder response. Following the evaluation, the Authorized Official shall inform, as soon as possible, the Requesting Member whether it will respond. If the Member is willing and able to provide assistance, the Member shall inform the Requesting Member about the type of available resources and the approximate arrival time of such assistance.
- C. Discretion of Responding Member's Authorized Official – Execution of this Agreement does not create any duty to respond to a request for assistance. When a Member receives a request for assistance, the Authorized Official shall have sole and absolute discretion as to whether or not to respond, or the availability of resources to be used in such response. The decision of a Member's Authorized Official on the availability of resources shall be final.

ARTICLE VI.
RESPONDING MEMBER PERSONNEL

- A. National Incident Management System - When providing assistance under this Agreement, the Requesting Member and Responding Member shall be organized and shall function under the National Incident Management System.

- B. Control - While employees so provided may be under the supervision of the Responding Member, the Responding Member's employees come under the direction and control of the Requesting Member, consistent with the NIMS Incident Command System, to address the needs identified by the Requesting Member. The Requesting Member's Authorized Official shall coordinate response activities with the designated supervisor(s) of the Responding Member(s). All services provided by a Responding Member shall be performed with a reasonable level of care and competence. At a minimum, the Responding Member's designated supervisor shall be familiar with the NIMS Incident Command System. The Responding Member's designated supervisor(s) must keep accurate records of work performed by personnel during the specified Period of Assistance.
- C. Food and Shelter – Whenever practical, Responding Member personnel must be self sufficient for up to 24 hours. Whenever possible, the Requesting Member shall supply reasonable food and shelter for Responding Member personnel. If the Requesting Member is unable to provide food and shelter for Responding personnel, the Responding Member's designated supervisor is authorized to secure the resources necessary to meet the needs of its personnel. Except as provided below, the cost for such resources must not exceed the State per diem rates for that area. To the extent Food and Shelter costs exceed the State per diem rates for the area, the Responding Member must demonstrate that the additional costs were reasonable and necessary under the circumstances. Unless otherwise agreed to in writing, the Requesting Member remains responsible for reimbursing the Responding Member for all reasonable and necessary costs associated with providing food and shelter, if such resources are not provided.
- D. Communication – The Requesting Member shall provide Responding Member personnel with communication equipment as available or radio frequency information to program existing equipment in order to facilitate communications with local responders and utility personnel.
- E. Status - Unless otherwise provided by law, the Responding Member's officers and employees retain the same privileges, immunities, rights, duties and benefits as provided in their respective jurisdictions.
- F. Licenses and Permits – To the extent permitted by law, Responding Member personnel that hold licenses, certificates, or permits evidencing professional, mechanical, or other skills shall be allowed to carry out activities and tasks relevant and related to their respective credentials during the specified Period of Assistance.
- G. Right to Withdraw - The Responding Member's Authorized Official retains the right to withdraw some or all of its resources at any time for any reason in the Responding Member's sole and absolute discretion. Notice of intention to withdraw must be communicated to the Requesting Member's Authorized Official as soon as soon as is practicable under the circumstances.

ARTICLE VII.
COST- REIMBURSEMENT

The Requesting Member shall reimburse the Responding Member for each of the following categories of costs incurred during the specified Period of Assistance; provided, that any Responding Member may assume in whole or in part such loss, damage, expense, or other cost, or may loan such equipment or donate such services to the Requesting Member without charge or cost.

- A. Personnel – The Responding Member shall be reimbursed by the Requesting Member for personnel costs incurred for work performed during the specified Period of Assistance. Responding Member personnel costs shall be calculated according to the terms provided in their employment contracts or other conditions of employment. The Responding Member's designated supervisor(s) must keep accurate records of work performed by personnel during the specified Period of Assistance. Requesting Member reimbursement to the Responding Member must include all personnel costs, including salaries or hourly wages, costs for fringe benefits, and reasonable indirect costs, unless otherwise agreed in writing.
- B. Equipment – The Requesting Member shall reimburse the Responding Member for the use of equipment during the specified Period of Assistance, including, but not limited to, reasonable rental rates, all fuel, lubrication, maintenance, transportation, and loading/unloading of loaned equipment. All equipment shall be returned to the Responding Member in good working order as soon as is practicable and reasonable under the circumstances. As a minimum, rates for equipment use must be based on the Federal Emergency Management Agency's (FEMA) Schedule of Equipment Rates. If a Responding Member uses rates different from those in the FEMA Schedule of Equipment Rates, the Responding Member must provide such rates orally or in writing to the Requesting Member prior to supplying the equipment. Mutual agreement on which rates are used must be reached in writing prior to dispatch of the equipment. Reimbursement for equipment not referenced on the FEMA Schedule of Equipment Rates must be developed based on actual recovery of costs. If a Responding Member must lease a piece of equipment while its equipment is being repaired, Requesting Member shall reimburse Responding Member for such rental costs.
- C. Materials and Supplies – The Requesting Member must reimburse the Responding Member in kind or at actual replacement cost, plus handling charges, for use of expendable or non-returnable supplies. The Responding Member must not charge direct fees or rental charges to the Requesting Member for other supplies and reusable items that are returned to the Responding Member in a clean, damage-free condition. Reusable supplies that are returned to the Responding Member with damage must be treated as expendable supplies for purposes of cost reimbursement.

- D. Payment Period – The Responding Member must provide an itemized bill to the Requesting Member for all expenses incurred by the Responding Member while providing assistance under this Agreement. The Requesting Member must send the itemized bill not later than (90) ninety days following the end of the Period of Assistance. The Responding Member may request additional periods of time within which to submit the itemized bill, and Requesting Member shall not unreasonably withhold consent to such request. The Requesting Member must pay the bill in full on or before the ninetieth (90th) day following the billing date. The Requesting Member may request additional periods of time within which to pay the itemized bill, and Responding Member shall not unreasonably withhold consent to such request, provided, however, that all payments shall occur not later than one (1) year after the date a final itemized bill is submitted to the Requesting Member. Any bill not paid within ninety (90) days, shall be assessed a penalty of eighteen percent (18%) per year on the unpaid portion of the bill.
- E. Records - Each Responding Member and their duly authorized representatives shall have access to a Requesting Member's books, documents, notes, reports, papers and records which are directly pertinent to this Agreement for the purposes of reviewing the accuracy of a cost, bill or making a financial, maintenance or regulatory audit. Each Requesting Member and their duly authorized representatives shall have access to a Responding Member's books, documents, notes, reports, papers and records which are directly pertinent to this Agreement for the purposes of reviewing the accuracy of a cost, bill or making a financial, maintenance or regulatory audit. Such records shall be maintained for at least six (6) years after the Period of Assistance or longer where required by law.

ARTICLE VIII. DISPUTES

If any controversy or claim arises out of, or relates to, the execution of the Agreement, including, but not limited to, alleged breach of the Agreement, the disputing Members shall first attempt to resolve the dispute by negotiation, followed by mediation and if not resolved, then the parties shall endeavor to settle the dispute by binding arbitration before a panel of three persons chosen from the members of this Mutual Aid Agreement, excluding those Members that are parties to this dispute. Associate Members shall not serve on the arbitration panel. The arbitration shall be conducted in accordance with the laws of New York State.

ARTICLE IX. REQUESTING MEMBER'S DUTY TO INDEMNIFY

The Requesting Member shall assume the defense of, fully indemnify and hold harmless, the Responding Member, its officers and employees from all claims, loss, damage, injury and liability of every kind, nature and description, directly or indirectly arising from Responding Member's work during a specified Period of Assistance. The scope of the Requesting Member's duty to indemnify includes, but is not limited to, suits arising from, or related to, negligent or wrongful use of equipment or supplies on loan to the Requesting Member, or other negligent acts, errors or omissions by Requesting Member or the Responding Member personnel. This shall not include a duty to indemnify for intentional or grossly negligent acts of the Responding party.

The Requesting Member's duty to indemnify is subject to, and shall be applied consistent with, the conditions set forth in Article X.

ARTICLE X.
SIGNATORY INDEMNIFICATION

In the event of a liability, claim, demand, action, or proceeding of whatever kind or nature arising out of a specified Period of Assistance, the Members who receive and provide assistance shall have a duty to defend, indemnify, save and hold harmless all Non-Responding Members, their officers, agents and employees from any liability, claim, demand, action, or proceeding of whatever kind or nature arising out of a Period of Assistance.

ARTICLE XI.
WORKER'S COMPENSATION CLAIMS

The Responding Member is responsible for providing worker's compensation benefits and administering worker's compensation for its employees. The Requesting Member is responsible for providing worker's compensation benefits and administering worker's compensation for its employees.

ARTICLE XII.
NOTICE

A Member who becomes aware of a claim or suit that in anyway, directly or indirectly, contingently or otherwise, affects or might affect other Members of this Agreement shall provide prompt and timely notice to the Members who may be affected by the suit or claim. Each Member reserves the right to participate in the defense of such claims or suits as necessary to protect its own interests.

ARTICLE XIII.
INSURANCE

Members of this Agreement shall maintain an insurance policy or maintain a self insurance program that covers activities that it may undertake by virtue of membership in the Mutual Aid and Assistance Program. The following minimum insurance limits apply:

- A. Commercial General Liability - \$1,000,000 each occurrence and \$2,000,000 in aggregate, including products and completed operations liability
- B. Automobile Liability - \$1,000,000 combined single limit.
- C. Excess Liability - \$3,000,000 each occurrence and aggregate
- D. Property Insurance – Coverage for equipment used as part of this Agreement

ARTICLE XIV.
CONFIDENTIAL INFORMATION

To the extent provided by law, any Member or Associate Member shall maintain in the strictest confidence and shall take all reasonable steps necessary to prevent the disclosure of any Confidential Information disclosed under this Agreement. If any Member, Associate Member, third party or other entity requests or demands, by subpoena or court order, that a Member or Associate Member disclose any Confidential Information disclosed under this Agreement, the Member or Associate Member shall immediately notify the owner of the Confidential Information and shall take all reasonable steps necessary to prevent the disclosure of any Confidential Information by asserting all applicable rights and privileges with respect to such information and shall cooperate fully in any judicial or administrative proceeding relating thereto.

ARTICLE XV.
EFFECTIVE DATE

This Agreement shall be effective after the Water and Wastewater Utility's authorized representative executes the Agreement and the applicable Regional Committee Chair receives the Agreement. The Regional Committee Chair shall maintain a list of all Members in the respective region. The Statewide Committee Chair shall maintain a master list of all members of the Mutual Aid and Assistance Program.

ARTICLE XVI.
WITHDRAWAL

A Member may withdraw from this Agreement by providing written notice of its intent to withdraw to the applicable Regional Committee Chair and the Statewide Chair. Withdrawal shall take effect sixty (60) days after the appropriate officials receive notice. Withdrawal from this Agreement shall in no way affect a Requesting Member's duty to reimburse a Responding Member for cost incurred during a Period of Assistance, which duty shall survive such withdrawal or termination of this Agreement.

ARTICLE XVII.
MODIFICATION

No provision of this Agreement may be modified, altered or rescinded by individual parties to the Agreement. Modifications to this Agreement may be due to programmatic operational changes to support the Agreement, legislative action, creation of an interstate aid and assistance agreement, or other developments. Modifications require a simple majority vote of Members within each region and a unanimous agreement between the regions. The Statewide Committee Chair must provide written notice to all Members of approved modifications to this Agreement. Approved modifications take effect ninety (90) days after the date upon which notice is sent to the Members.

ARTICLE XVIII.
SEVERABILITY

The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

ARTICLE XIX.
PRIOR AGREEMENTS

This Agreement supersedes all prior Agreements between Members to the extent that such prior Agreements are inconsistent with this Agreement.

ARTICLE XX.
PROHIBITION ON THIRD PARTIES AND ASSIGNMENT OF RIGHTS/DUTIES

This Agreement is for the sole benefit of the Members and no person or entity may have any rights under this Agreement as a third party beneficiary. Assignments of benefits and delegations of duties created by this Agreement are prohibited and must be without effect.

ARTICLE XXI.
INTRASTATE AND INTERSTATE MUTUAL AID AND ASSISTANCE PROGRAMS

To the extent practicable, Members of this Agreement shall participate in Mutual Aid and Assistance activities conducted under the State of New York Intrastate Mutual Aid and Assistance Program and the Interstate Emergency Management Assistance Compact (EMAC). Members may voluntarily agree to participate in an interstate Mutual Aid and Assistance Program for water and wastewater utilities through this Agreement if such a Program were established.

Now, therefore, in consideration of the covenants and obligations set forth in this Agreement, the Water and Wastewater Utility listed here manifests its intent to be a Member of the Intrastate Mutual Aid and Assistance Program for Water and Wastewater Utilities by executing this Agreement on this _____ day of _____ 20__.

Water/Wastewater Utility: _____

By: _____

Title _____

Please Print Name

May 5, 2009

Adopted

TOWN OF RIVERHEAD

Resolution # 420

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

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

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

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

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

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

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

WOOTEN YES NO

DUNLEAVY YES NO BLASS YES NO

CARDINALE YES NO

THIS RESOLUTION IS IS NOT
DECLARED DULY ADOPTED

Amendment of Agreement

This is the First Amendment of an Agreement (Agreement), last dated September 5, 2008, between the **County of Suffolk (County)**, a municipal corporation of the State of New York, having its principal office at the County Center, Riverhead, New York 11901, acting through its duly constituted **Office for the Aging (Aging)**, having its principal office at the H. Lee Dennison Building – 3rd Floor, 100 Veterans Memorial Highway, Hauppauge, New York (Mailing address: Box 6100, Hauppauge, New York 11788-0099), and the

Town of Riverhead (Contractor), a New York municipal corporation, having its principal place of business at 200 Howell Avenue, Riverhead, New York 11901.

The parties hereto desire to extend the term of the Residential Repair Program for the Elderly from January 1, 2009 through December 31, 2009 (the period January 1, 2009 through December 31, 2009 being hereinafter called the "2009 Budget Period"), and to add and amend certain contract provisions to comply with current County standards, as set forth herein.

- Term of Agreement:** Shall be January 1, 2008 through December 31, 2009, with three one-year extensions at the County's option.
- Service Levels:** 1,550 Units of Residential Repair Service
350 Elderly Served, Unduplicated
- Total Cost of Agreement:** Shall not exceed \$ 55,347 (with \$27,701 for the 2009 Budget Period).
- Terms and Conditions:** Shall be as set forth in Exhibits A-2009, V-2009 and the "Suffolk County Legislative Requirements Exhibit" revised 11/08, attached.

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

Town of Riverhead

By: _____
Philip Cardinale
Supervisor

Fed. Taxpayer ID #: 11-6001935

Date: _____

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

Signature _____ Date _____

Approved as to Legality:
Town of Riverhead

By: _____ Date _____
Dawn Thomas
Town Attorney

Approved as to Legality:
Christine Malafi
Suffolk County Attorney

By: _____ Date _____
Jacqueline Caputi
Assistant County Attorney

County of Suffolk

By: _____
Name: _____
Deputy County Executive

Date: _____

Approved:

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

Recommended:

By: _____ Date _____
Regina DeTuro
Administrator I



0002185

Exhibit A-2009

Whereas, the County and Contractor have entered into an Agreement (Law No. 12-AG-009), last dated September 5, 2008, for a term from January 1, 2008 through December 31, 2008 for a IIIB Residential Repair Program for the Elderly for a Total Cost of \$27,646; and

Whereas, the parties hereto desire to modify the Agreement to extend the term from January 1, 2009 through December 31, 2009 (at an additional cost of \$27,701), to increase the Total Cost of the Agreement to \$55,347, and to add and amend certain contract provisions to comply with current County standards, as set forth below;

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

1. Term of Agreement:

The Term of Agreement paragraph on page 1 of the Agreement is amended to read January 1, 2008 through December 31, 2009 as set forth on the page 1 of this First Amendment of Agreement.

2. Payment for Services:

The Total Cost of Agreement \$55,347 is comprised as follows:

- a. \$27,646 for the 2008 contract term;
- b. \$27,701 for the 2009 Budget Period;

3. Poverty Threshold:

For the 2009 Budget Period, paragraph 5 subparagraph b. of Exhibit V to the Agreement, entitled "Reporting Requirements, Low Income" is hereby amended to read as follows:

<u>Size of Family Unit</u>	<u>100% of Poverty Threshold</u>
1	\$10,830/year
2	\$14,570/year

4. Budget:

The Budget annexed hereto as (Exhibit V) Budget - 2009, including advance payment schedule, if any, is made part of the Agreement.

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

5. Contractor Responsibilities

Paragraph 1 of Exhibit I is deleted in its entirety and replaced with the following:

Contractor Responsibilities

a. Duties and Obligations

- i.) It shall be the duty of the Contractor to discharge, or cause to be discharged, all of its responsibilities and to administer funds received in the interest of the County in accordance with the provisions of the Contract.
- ii.) The Contractor shall promptly take all action as may be necessary to render the Services.

iii.) The Contractor shall not take any action that is inconsistent with the provisions of the Contract.

b. Qualifications, Licenses, and Professional Standards

i.) The Contractor represents and warrants that it has, and shall continuously possess, during the Term, the required licensing, education, knowledge, experience, and character necessary to qualify it to render the Services.

ii.) The Contractor shall continuously have during the Term of the Contract all required authorizations, certificates, certifications, registrations, licenses, permits, and other approvals required by Federal, State, County, or local authorities necessary to qualify it to render the Services.

c. Notifications

i.) The Contractor shall immediately notify the County, in writing, of any disciplinary proceedings, commenced or pending, with any authority relating to a license held by any person necessary to qualify him or the Contractor to perform the Services.

ii.) In the event that a person is no longer licensed to perform the Services, the Contractor must immediately notify the Department, but in no event shall such notification be later than five (5) days after a license holder has lost the license required to qualify him or the Contractor to perform the Services.

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

d. Documentation of Professional Standards

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

6. Agreement Subject to Appropriation of Funds

Paragraph 2 Exhibit IV to the Agreement is deleted in its entirety and replaced with the following:

Subject to Appropriation of Funds

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

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

i.) Determine how to pay for the Services;

- ii.) Determine future payments to the Contractor; and
 - iii.) Determine what amounts, if any, are reimbursable to the County by the Contractor and the terms and conditions under which such reimbursement shall be paid.
- c. The County may during the Term impose a Budget Deficiency Plan. In the event that a Budget Deficiency Plan is imposed, the County shall promptly notify the Contractor in writing of the terms and conditions thereof, which shall be deemed incorporated in and made a part of the Contract, and the Contractor shall implement those terms and conditions in no less than 14 days.
- d. Any Budget Deficiency Plan shall be deemed to be incorporated by reference and made part of the Contract.

7. Publications and Publicity

Paragraph 19 of Exhibit I to the Agreement is deleted in its entirety and replaced with the following:

Publications and Publicity

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

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. 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).

10. Full Force and Effect

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

— End of Text of Exhibit —

Exhibit V
BUDGET - 2009
Town of Riverhead
IIIB Residential Repair Program
January 1, 2009 - December 31, 2009

<u>PERSONNEL</u>	<u>\$28,401</u>
Various Workers	28,401
<u>TOTAL</u>	<u>\$28,401</u>
Less Anticipated Income	(700)
<u>NET REIMBURSABLE</u>	<u>\$27,701</u>

Exhibit
Suffolk County Legislative Requirements revised 11/08

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

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

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

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

2. Living Wage Law

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

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

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

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

3. Use of County Resources to Interfere with Collective Bargaining Activities

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

County Contractors (as defined by section 466-2) shall comply with all requirements of Chapter 466 of the Suffolk County Code including the following prohibitions:

- a. The Contractor shall not use County funds to assist, promote, or deter union organizing.
- b. No County funds shall be used to reimburse the Contractor for any costs incurred to assist, promote, or deter union organizing.
- c. The Contractor 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 the Services are performed on County property the Contractor must adopt a reasonable access agreement, a neutrality agreement, fair communication agreement, non-intimidation agreement, and a majority authorization card agreement.

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

Under the provisions of Chapter 466, the County shall have the authority, under appropriate circumstances, to terminate the Contract and to seek other remedies as set forth therein, for violations of this Law.

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

4. Lawful Hiring of Employees Law

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

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

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

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

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

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

The documentation mandated to be kept by this law shall at all time be kept on site. Employee sign-in sheets and register/log books shall be kept on site at all times during working hours and all covered employees, as defined in the law, shall be required to sign such sign-in sheets/register/log books to indicate their presence on the site during such working hours.

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

5. Gratuities

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

The Contractor represents and warrants that it has not offered or given any gratuity to any official, employee or agent of the County or the State or of any political party, with the purpose or intent of securing an agreement or securing favorable treatment with respect to the awarding or amending of an agreement or the making of any determinations with respect to the performance of an agreement.

6. Prohibition Against Contracting with Corporations that Reincorporate Overseas

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

The Contractor represents that it is in compliance with §§ A4-13 and A4-14 of Article IV of the Suffolk County Code. Such law provides that no contract for consulting services or goods and services shall be awarded by the County to a business previously incorporated within the U.S.A. that has reincorporated outside the U.S.A.

7. Child Sexual Abuse Reporting Policy

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

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

8. Non Responsible Bidder

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

Upon signing the Contract, the Contractor certifies that it has not been convicted of a criminal offense within the last ten (10) years. The term "conviction" shall mean a finding of guilty after a trial or a plea of guilty to an offense covered under the provision of section 143-5 of the Suffolk County Code under "Nonresponsible Bidder."

9. Use of Funds in Prosecution of Civil Actions Prohibited

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

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

10. Work Experience Participation

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

11. Suffolk County Local Laws Website Address

Suffolk County Local Laws, Rules and Regulations can be found on the Suffolk County website at <http://www.co.suffolk.ny.us>."

End of Text for Exhibit

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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

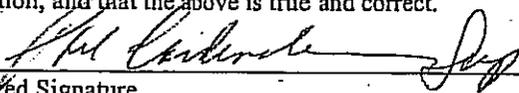
Contractor Name: Town of Riverhead Federal Employer ID#: 11-600-193-1
Contractor Address: 200 Howell Avenue Amount of Assistance: \$ 27,701
Contractor Phone #: 631-727-3200 Vendor #: _____
Description of project or service: Residential Home Repair

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

3/12/09
Date

Phil Cardinale, Supervisor
Print Name and Title of Authorized Representative

STATEMENT OF OTHER CONTRACTS

CONTRACTOR NAME

Town of Riverhead

ADDRESS

200 Howell Ave Riverhead, NY 11901

CONTACT

Judy Doll

631

PHONE NUMBER

722-4444 X 24/

PROGRAM	AGREEMENT NUMBER	*CONTRACT WITH	TERM OF AGREEMENT	AMOUNT
SNAP	IFMS No. SE EYE 08 000001865	SCOTFA	4/1/08 - 3/31/09	228,169
EISEP	IFMS No. SE EYE 08 000010124	SCOTFA	4/1/08 - 3/31/09	fee - fm - same Basis
AAA-transp.	IFMS No. SCEXP 08 000001424	SCOTFA	4/1/08 - 3/31/09	10,361

*Indicate (a) type of organization - County, State, Federal or Other and (b) name of Department, Agency or Organization

Adopted

May 5, 2009

TOWN OF RIVERHEAD

Resolution # 421

AUTHORIZES THE SUPERVISOR TO EXECUTE AN AGREEMENT WITH SAV MOR MECHANICAL SERVICES INC.

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

WHEREAS, the Town of Riverhead wishes to maintain the heating, ventilation and air conditioning systems at the Riverhead Country Day School; and

WHEREAS, Sav Mor Mechanical Services Inc. is interested and capable of providing maintenance of the Riverhead Country Day School's heating, ventilation and air conditioning systems;

NOW, THEREFORE, BE IT RESOLVED, that the Supervisor is hereby authorized to execute the attached agreement with Sav Mor Mechanical Services Inc. to maintain the heating, ventilation and air conditioning systems at the Riverhead Country Day School; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Frank Schiavone, President, Sav Mor Mechanical Services Inc., 30-B Howard Place, Ronkonkoma, New York 11779; Town Engineering Department and the Office of the Town Attorney.

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

PROFESSIONAL SERVICES AGREEMENT

This Agreement made the _____ of _____, 2009 between the TOWN OF RIVERHEAD, a municipal corporation organized and existing under the laws of New York, with its office located at 200 Howell Avenue, Riverhead, New York 11901 (hereinafter referred to as the "Town") and SAV MOR MECHANICAL SERVICES INC., a corporation existing under the laws of the State of New York with a principal place of business at 30-B Howard Place, Ronkonkoma, New York 11779 (hereinafter referred to as "Sav Mor").

In consideration of the mutual promises herein contained, Town and Sav Mor agree as follows:

1. SCOPE OF SERVICES

During the term of this Agreement, Sav Mor shall periodically provide Heating, Ventilation and Air Conditioning maintenance on equipment at the Riverhead Country Day School, 165 Columbus Avenue, Riverhead, pursuant to the attached "Schedule A" entitled *Equipment Schedule and Service Schedule*. These services are to be rendered by Sav Mor as an independent contractor and not as an employee of Town.

2. TERM OF AGREEMENT

The Agreement shall commence on February 1, 2009 and terminate on January 31, 2012.

3. PAYMENT

For these services, Town will pay Sav Mor as set forth below:

Contract Price:	\$4,050.00 (3 Year Base Cost)
First Year:	\$1,310.00
Second Year:	\$1,350.00
Third Year:	\$1,390.00

The Town shall not have any liability for any other expenses or costs incurred by Sav Mor except for expenses expressly provided for herein. Sav Mor shall not incur any expenses in Town's behalf except for those items expressly provided for herein. Invoices for services and reimbursable expenses shall contain the following statement signed by Sav Mor, or if this Agreement is with a firm, an officer or authorized representative of the firm: "I hereby certify, to the best of my knowledge and belief, that this invoice is correct, and that all items invoiced are based upon actual costs incurred or services rendered consistent with the terms of the professional services agreement." Each invoice for reimbursable expenses shall be supported by: (a) an itemized description of expenses claimed; (b) pertinent information relative to the expenses; and (c) attached receipts. Invoices shall reference this Agreement or otherwise be identified in such a manner as Town may reasonably require.

4. RIGHTS TO DOCUMENTS OR DATA

All information and data, regardless of form, generated in the performance of, or delivered under this Agreement, as well as any information provided to Sav Mor by Town, shall be and remain

the sole property of Town. Sav Mor shall keep all such information and data in confidence and not disclose or use it for any purpose other than in performing this Agreement, except with Town's prior written approval. In the event that the legal right in any data and information generated in the performance of this Agreement does not vest in Town by law, Sav Mor hereby agrees and assigns to Town such legal rights in all such data and information. Final payment shall not be due hereunder until after receipt by Town of such complete document and data file, or a certification that there is no such information created by the services performed under this Agreement, and receipt of all information and data which is the property of Town. These obligations shall survive the termination of this Agreement.

5. PUBLICITY

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

6. ASSIGNMENT AND SUBCONTRACTING

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

7. TERMINATION

This Agreement may be terminated at any time by either party upon 30 days written notice to the other party via certified mail, return receipt requested. In the event of such termination, Town shall have no further obligation to Sav Mor except to make any payments which may have become due under this Agreement for services already rendered. Town shall be entitled to receive prorated credit in the form of a refund for payment already made based upon the cancellation date within 30 days of the cancellation date.

8. RECORDS

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

9. CHANGES

The Town, by resolution of the Town Board or written request by at least three members of the Town Board, within the general scope of this Agreement, may, at any time by written notice to Sav Mor, issue additional instructions, require additional services or direct the omission of services covered by this Agreement. In such event, there will be made an equitable adjustment in price and time of performance, but any claim for such an adjustment must be made within 15 days of the receipt of such written notice. In the event that Sav Mor determines that a change order is required, Sav Mor shall obtain written approval of the Town, by resolution or written consent of at least three members of the Town Board, and if the change shall require the payment

of additional compensation, Sav Mor must obtain the written approval of three members of the Town Board or resolution of the Town Board for the additional compensation prior to commencement of work regarding the change order. It is agreed and understood that no oral agreement, conversation, or understanding between Sav Mor and the Town, its departments, officers, agents and employees shall affect or modify any of the terms or obligations of this Agreement or schedules annexed hereto and made a part hereof.

10. NOTICES

Any notice shall be considered as having been given to: (i) Town of Riverhead if mailed by certified mail, return receipt requested, to Town of Riverhead, Attention: Daniel P. McCormick, Esq., 200 Howell Avenue, Riverhead, New York 11901; or (ii) to Sav Mor Mechanical Services Inc., Attention: Ryan Schiavone, President, 30-B Howard Place, Ronkonkoma, New York 11779, if mailed by certified mail, return receipt requested.

11. COMPLIANCE WITH LAWS

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

12. INSURANCE, INDEMNITY AND LIABILITY

Sav Mor shall carry Comprehensive General Liability Insurance in an amount equal to Two Million dollars (\$2,000,000.00) per occurrence and Four Million dollars (\$4,000,000.00) in the aggregate. This Agreement is contingent upon Sav Mor's production and the Town's receipt of a Certificate of Insurance naming the Town of Riverhead as an additional insured as well as a copy of the declaration page of said insurance in the amounts referenced above. Sav Mor, if applicable, shall also proffer proof it carries worker's compensation insurance. Sav Mor hereby indemnifies and holds the Town, its departments, officers, agents and employees, harmless against any and all claims, actions or demands against Town, its departments, officers, agents and employees and against any and all damages, liabilities or expenses, including counsel fees, arising out of the acts or omissions of Sav Mor under this Agreement.

13. CONFLICT OF INTEREST

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

14. DISCLOSURE

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

15. DISPUTES

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

16. Town agrees to promptly notify Sav Mor of any unusual operating conditions of the subject equipment.

17. Town agrees not to move or relocate equipment from location listed in this Agreement without written consent of Sav Mor. In the event Town fails to obtain such consent, Sav Mor at its option may cancel this entire agreement or refuse to service the equipment in order for service to be rendered.

18. Town agrees to permit Sav Mor personnel the use of Town's common building ladders, lifts, etc. Town agrees to provide clear access to equipment in order for service to be rendered.

19. If the equipment requires the use of water, either recirculated or otherwise, the water thus used may be or may become contaminated, or cause corrosion. As neither the extent nor nature of such contamination or corrosion can be predicted in advance, Town hereby releases Sav Mor

from any liability on account of such contamination or corrosion. The use of water treatment is strongly recommended to inhibit contamination and corrosion.

20. This Agreement shall not be valid unless duly executed by an officer or authorized representative of Sav Mor and the Town Supervisor.

21. Town cannot assign or transfer this contract without the prior written consent of Sav Mor and no modifications, additions or changes may be made to this Agreement except in writing, signed by the parties. This instruction contains the entire agreement between the parties hereto.

22. All work will be performed during Sav Mor's normal business hours of 8:00 am to 5:00 pm. If work is to be performed outside the scope of this Agreement, then such work will be billed at Sav Mor's normal rate schedule of \$55.00 per hour Monday to Saturday, 5:00 pm to 8:00 am and \$80.00 per hour Sundays and Holidays. Any changes, adjustments, or work made by others, unless authorized or approved by Sav Mor in writing, shall terminate its obligation hereunder with respect to specified equipment.

24. Sav Mor has the sole option of eliminating from the contract at any time any piece of equipment it finds to be economically unsound for further servicing or repairs.

25. Sav Mor shall not be required to furnish any items of equipment, labor, or make special tests as are recommended or required by insurance companies, Federal Government, State, Municipal or other authorities.

26. Sav Mor will retain title to any equipment and/or material that has been furnished until final payment is made. If payment is not made as agreed, Sav Mor shall have the right to remove said equipment or material and Town shall be responsible for any and all costs and expenses incurred in such removal; also the seller will be held harmless for any damages resulting from the removal thereof.

27. All material except expendable items such as, but not limited to, filters, oil bests, etc., are warranted for a period of 30 days or in accordance with the manufacturer's or other specific warranties. All work to be completed in workmanlike manner according to standard practices. Sav Mor workers are fully covered by Compensation Insurance.

28. Calls resulting from failure to operate the system in accordance with recommended procedures, electrical failures, power outages, low voltage, low water pressure, adverse weather conditions, and Town's negligence shall be paid for in accordance with our normal rate schedule.

29. This Agreement applies to the equipment enumerated on the equipment list and not to fixtures in which they are contained, nor to fire/smoke items, hardware, drain pans, cabinetry, casings, ducts, grills, components, enclosures, nor to deterioration of housings, castings, frames or other items due to corrosion. This Agreement does not include repairs and services made necessary as a result of fire, water, ruptures, accidents, negligence, parts are obsolete or no longer available, design problems, pre-existing conditions, rebalancing of air, acts of God, labor

disputes, freeze ups of any kind or to any repairs caused by the negligence or want of care of Town in maintaining of equipment. Sav Mor assumes no liability for delays or failures hereunder whatsoever for damage resulting from delays in performing the service hereunder or for any consequential damage whatsoever. If repairs or adjustments require any alterations or additions to structure of property, Town will obtain written consent of the owner thereof prior to the performance of such work.

30. Sav Mor shall not be liable for any loss, damage, contingent liability or consequential damage due to non-operation of equipment, or damage to property or personal injury caused by the equipment.

31. Excluded from service, repair and maintenance are the following: Plumbing lines, drain lines, chilled water lines, hot water/steam lines, and electrical service beyond the subject equipment, disconnect switches, cleaning of coils and cells, cleaning of boilers, cleaning of exchangers, indoor blower overhauls, compressor replacement, heat exchanger, coil replacement, crane/rigging services, equipment rental fees, oil lines, painting, smells/odors, work made necessary by the enforcement of Government codes, building and union regulations.

32. Sav Mor shall not be responsible for any delay or failure to render the services or to make delivery of any merchandise as set forth herein due to Federal, State or Municipal action or regulations; strikes or other labor troubles; fires, embargoes, accidents, war, or any other causes, contingent to or circumstances beyond the control of Sav Mor and/or which make the fulfillment of this Agreement impractical. On removal of the cause of such failure or interruption, performance shall be resumed pursuant to the terms as set forth herein.

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

SAV MOR MECHANICAL SERVICES INC.
30-B Howard Place
Ronkonkoma, New York 11779
Tel: (631) 467-8585

By: Ryan Schiavone, President

Date

TOWN OF RIVERHEAD
200 Howell Avenue
Riverhead, New York 11901
Tel: (631) 727-3200

By: Phil Cardinale, Supervisor

Date

SERVICES TO BE RENDERED BY SAV- MOR MECHANICAL SERVICES INC.

1. FALL START UP AND INSPECTION
2. WINTER INSPECTION
3. SPRING START UP AND INSPECTION
4. SUMMER INSPECTION
5. SERVICE CALLS AVAILABLE 24 HRS/7 DAYS PER WEEK ON A PRIORITY BASIS
6. FILTER CHANGE TO BE PERFORMED DURING LIST INSPECTIONS (FOUR) ANNUALLY (LABOR ONLY)
7. BELT ADJUSTMENT OR REPLACEMENT (LABOR ONLY)
8. LUBRICATE PUMPS, MOTORS, BEARINGS - AS NEEDED
9. CHECK CONTROLS FOR SIGN OF WEAR OR DAMAGE
10. CHECK REFRIGERANT CHARGE AND OPERATION PRESSURES SEASONALLY
11. CHECK COMBUSTION EFFICIENCY OF HEAT SEASONALLY (AS REQUIRED)
12. PARTS AND MATERIAL INVOICED ON A PREFERENTIAL BASIS
13. CHECK POWER SUPPLY FOR PROPER VOLTAGE TO DEVICES
14. CHECK LED INDICATORS TO VERIFY PROPER OPERATION OF CONTROLLERS
15. VERIFY PROPER OPERATION OF CRITICAL CONTROL PROCESSES AND MAKE ADJUSTMENTS - IF NECESSARY
16. VERIFY THAT EQUIPMENT IS BEING CONTROLLED AT THE APPROPRIATE VALUES
17. VIEW THE INPUT/OUTPUT POINTS FOR ANY UNUSUAL STATUS
18. MINOR PARTS REPAIR OR REPLACEMENT (LABOR ONLY)

***** OVERTIME EMERGENCY SERVICE RATE *****

5:00 p.m. to 8:00 a.m. - Monday thru Friday and all day Saturday - \$55.00 per hour; Sunday and Holidays - \$80.00 per hour

MAINTENANCE PLUS PRIORITY EMERGENCY SERVICE

CONTRACT PRICE \$4,050.00 (3 Year Base Cost)

APPLICABLE TAX Tax Exempt

TOTAL - \$4,050.00 (3 Year Base Cost)

FIRST YEAR \$1,310.00 plus tax of \$0.00 = \$1,310.00

SECOND YEAR \$1,350.00 plus tax of

THIRD YEAR \$1,390.00 plus tax of

TERMS: Payments to be made annually in advance.

MAINTENANCE AGREEMENT



30-B HOWARD PLACE RONKONKOMA, NEW YORK 11773
 TEL: (831) 467-8586 - FAX: (831) 467-8364

SUBMITTED TO Riverhead Township	PHONE 631-727-3200	DATE February 1, 2009
STREET 200 Howell Avenue	JOB NAME Stotski Park Day Care Center/Riverhead Country Day	
CITY, STATE AND ZIP CODE Riverhead, New York 11901	JOB LOCATION School, 165 Columbus Avenue, Riverhead, New York	
Contract SMM 6718	Attn: Ken Testa	JOB PHONE

EQUIPMENT SCHEDULE

	MANUFACTURER	GENERAL INFORMATION
1	York AHU-1	Air handler unit, Model #P2UDD20P09501/Serial #EKAM367253
2	York CU-1	Condensing unit, Model #H1DA060S06B/serial #EBAM076941
3	York AHU-2	Air handler unit, Model #P2UDD20P133OK/Serial #ENYM190732
4	York CU-2	Condensing unit, Model #H1DA048S06B/Serial #EMAM408940
5	York AHU-3	Air handler unit, Model #P2UDD20P133O1C/Serial #EKAM367823
6	York CU-3	Condensing unit, Model #H1DA0488S06B/Serial #EMAM408889
7	State WH-1	Hot water heater, Model #PRV100PRRT6F/Serial #A93969997
8		
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MAINTENANCE PLUS PRIORITY EMERGENCY SERVICE

5/5/09

Adopted

TOWN OF RIVERHEAD

Resolution # 422

AUTHORIZES THE SUPERVISOR TO EXECUTE AN AGREEMENT TO RECEIVE FUNDS FROM SUFFOLK COUNTY FOR INCREASED ENFORCEMENT OF NEW YORK STATE VEHICLE AND TRAFFIC LAWS RELATING TO DRINKING AND DRIVING

COUNCILWOMAN BLASS

_____ offered the following resolution, was seconded by

COUNCILMAN DUNLEAVY

_____:

WHEREAS, the Suffolk County Office of the County Executive/STOP-DWI program has designated the Town of Riverhead to receive funds which shall not exceed \$25,000.00 for increased enforcement of New York State vehicle and traffic laws relating to drinking and driving; and

WHEREAS, the Town of Riverhead wishes to receive designated funds from Suffolk County which shall not exceed \$25,000.00 for increased enforcement of New York State vehicle and traffic laws relating to drinking and driving.

NOW THEREFORE BE IT HEREBY RESOLVED, that the Supervisor is hereby authorized to execute the attached agreement with the Suffolk County Office of the County Executive/STOP-DWI program for the purposes of receiving designated funds not to exceed \$25,000.00 for increased enforcement of New York State vehicle and traffic laws relating to drinking and driving; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Maria Perez-Lent, STOP-DWI Coordinator of the Suffolk County Office of the County Executive, H. Lee Dennison Building, 100 Veterans Memorial Highway, P.O. Box 6100, Hauppauge, New York, 11788-0099, 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

Wooten Yes No

Dunleavy Yes No

Blass Yes No

Cardinale Yes No

The Resolution Was Was Not
Therefore Duly Adopted

DWI Enforcement 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 **Suffolk County Department of Probation/STOP-DWI Program (Department)**, located at H. Lee Dennison Building, 11th floor, 100 Veterans Memorial Highway, Hauppauge, New York (mailing address: Box 6100, Hauppauge, New York 11788-0099); and the

Town of Riverhead ("Contractor"), a municipal corporation, having an address at 200 Howell Avenue, Riverhead, New York 11901-2516.

The Contractor has been designated to receive funds from the County for increased enforcement (Services) of New York State vehicle and traffic laws relating to drinking and driving as set forth in Exhibit D entitled "Services," attached.

Term of Agreement: January 1, 2009 through December 31, 2009.

Total Cost of Agreement: Shall not exceed \$25,000.00, as set forth in Exhibit E, attached.

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

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

Town of Riverhead

County of Suffolk

By: _____
Name
Title
Fed. Tax ID # 11-6001935

By: _____
Name
Title

Date: _____

Date: _____

Approved as to Legality:
Christine Malafi, County Attorney

Approved:

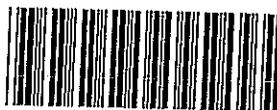
Department of Probation

By: _____
Justin W. Smiloff
Assistant County Attorney

By: _____
James Golbin
Chief Planner
Suffolk County Probation Department

Date: _____

Date: _____



0002209

List of Exhibits

Exhibit A

General Terms and Conditions

1. Contractor Responsibilities
2. Term and Termination
3. Indemnification

4. Insurance
5. Independent Contractor
6. Severability
7. Merger; No Oral Changes
8. Set-Off Rights
9. Non-discrimination in Services
10. Governing Law
11. No Implied Waiver
12. Conflicts of Interest
13. Cooperation on Claims
14. Confidentiality
15. Assignment and Subcontracting
16. No Intended Third Party Beneficiaries
17. Certification as to Relationships

18. Publications and Publicity
19. Copyrights and Patents
20. Records Management
21. Information Access

Exhibit B

Suffolk County Legislative Requirements

1. Contractor's/Vendor's Public Disclosure Statement
2. Living Wage Law
3. Use of County Resources to Interfere with Collective Bargaining Activities
Local Law No. 26-2003
4. Lawful Hiring of Employees Law
5. Gratuities
6. Prohibition Against Contracting with Corporations that Reincorporate Overseas
7. Child Sexual Abuse Reporting Policy
8. Non Responsible Bidder
9. Use of Funds in Prosecution of Civil Actions Prohibited
10. Suffolk County Local Laws Website Address

Exhibit C

Notices and Contact Persons

Exhibit D

Description of Services

Exhibit E

Payment Terms

1. General Payment Terms and Conditions
2. Agreement Subject to Appropriation of Funds
3. Accounting Procedures
4. Audit
5. Comptroller's Rules and Regulations
6. Specific Payment Terms and Conditions

Exhibit F

Forms

Exhibit A
General Terms and Conditions

Whereas, the County; provides funds to towns and villages within the County for such towns and villages to provide increased enforcement of New York State vehicle and traffic laws relating to drinking and driving

Whereas, the Contractor has been designated by the County to receive said funds; and

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

1. Contractor Responsibilities

- a. The Contractor shall provide the Services, as more particularly described in Exhibit D, entitled "Description of Services."
- b. **Qualifications, Licenses, and Professional Standards**
 - i. The Contractor represents and warrants that it has, and shall continuously possess, during the Term, the required licensing, education, knowledge, experience, and character necessary to qualify it to render the Services.
 - ii. The Contractor shall continuously have during the Term of the Agreement all required authorizations, certificates, certifications, registrations, licenses, permits, and other approvals required by Federal, State, County, or local authorities necessary to qualify it to render the Services.
- c. **Notifications**
 - i. The Contractor shall immediately notify the County, in writing, of any disciplinary proceedings, commenced or pending, with any authority relating to a license held by any person necessary to qualify him or the Contractor to perform the Services.
 - ii. In the event that a person is no longer licensed to perform the Services, the Contractor must immediately notify the Department, but in no event shall such notification be later than five (5) days after a license holder has lost the license required to qualify him or the Contractor to perform the Services.
 - iii. In the event that the Contractor is not able to perform the Services due to a loss of license, the Contractor shall not be reimbursed for the Services rendered after the effective date of termination of such license. Without limiting the generality of the foregoing, if any part of the Contract remains to be performed, and the termination of the license does not affect the Contractor's ability to render the Services, every other term and provision of the Agreement shall be valid and enforceable to the fullest extent permitted by law.
- d. **Submission of Employee Listing**

The Contractor shall forward to the Department annually, on or before July 1 of each year during the term of this Agreement, a complete list of its employees, agents and subcontractors providing Services, including names and areas of certification.

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

3. **Indemnification**

a. **General**

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

b. **Federal Copyright Act**

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

4. Insurance

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

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

6. Severability

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

7. Merger; No Oral Changes

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

8. Set-Off Rights

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

9. Non-discrimination in Services

During the performance of this Agreement:

- a. The Contractor shall not, on the grounds of race, creed, color, national origin, sex, age, disability, sexual orientation, military status or marital status:

- i. deny any individual any services or other benefits provided pursuant to this Agreement; or
- ii. provide any services or other benefits to an individual that are different, or are provided in a different manner, from those provided to others pursuant to this Agreement; or
- iii. subject an individual to segregation or separate treatment in any matter related to the individual's receipt of any service(s) or other benefits provided pursuant to this Agreement; or
- iv. restrict an individual in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any services or other benefits provided pursuant to this Agreement; or
- v. treat an individual differently from others in determining whether or not the individual satisfies any eligibility or other requirements or condition which individuals must meet in order to receive any aid, care, service(s) or other benefits provided pursuant to this Agreement.

b. The Contractor shall not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, creed, color, national origin, sex, age, disability, sexual orientation, military status or marital status, or have the effect of defeating or substantially impairing accomplishment of the objectives of this Agreement in respect to ~~individuals of a particular race, creed, color, national origin, sex, age, disability, sexual~~ orientation, military status or marital status, in determining:

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

10. 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.

11. 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.

12. 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.

13. Cooperation on Claims

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

~~14. Confidentiality~~

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

15. 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.

16. 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.

17. 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.

18. 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. Contractor shall not issue press releases or any other information provided to the media, in any form, concerning the Services provided pursuant to this Agreement without first obtaining written approval from the Department.

19. Copyrights and Patents

a. Copyrights

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

b. Patents

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

new
20. Records Management

The Contractor shall keep accurate manual and automated records under this Agreement, as required by the Department.

new
21. Information Access

Subject to any applicable provisions of law or regulations, the Department shall not be denied access to any information, records or reports that are within purview of this Agreement.

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.

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. Suffolk County Local Laws Website

Suffolk County Local Laws, Rules and Regulations can be found on the Suffolk County web site at <http://www.co.suffolk.ny.us>.

End of Text for Exhibit B

Exhibit C
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 Personal Delivery and First Class Mail; or First Class and Certified Mail, Return Receipt Requested or by Nationally Recognized Courier Service or by Fax transmittal or by Email

Suffolk County STOP-DWI
Maria Perez-Lent, Coordinator
H. Lee Dennison Building, 11th Floor
100 Veterans Memorial Highway
P.O. Box 6100
Hauppauge, New York 11788

Fax: (631) 853-6145
Email: maria.perez-lent@suffolkcountyny.gov

For the Contractor:

By Personal Delivery and First Class Mail; or First Class and Certified Mail, Return Receipt Requested or by Nationally Recognized Courier Service or by Fax transmittal 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.

Fax: (631) 727-8729
Email: rts@riverheadli.com

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 Personal Delivery and First Class Mail; or First Class and Certified Mail, Return Receipt Requested or by Nationally Recognized Courier Service

Suffolk County STOP-DWI
Maria Perez-Lent, Coordinator
H. Lee Dennison Building, 11th Floor
100 Veterans Memorial Highway
P.O. Box 6100
Hauppauge, New York 11788

and

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

For Contractor:

By Personal Delivery and First Class Mail; or First Class and Certified Mail, Return Receipt Requested or by Nationally Recognized Courier Service

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 by registered or certified mail, upon the seventh business day after the mailing thereof; or (ii) if by nationally recognized overnight courier service, upon the first business day subsequent to the transmittal thereof; 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 C

New

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. All reports will use the format set forth in the forms included in Exhibit F "Forms" to this Agreement.

2. Services

The monies provided under this Agreement must be used to aid the suppression of drunk driving through intensified police patrols to identify vehicle and traffic violations related to drunk driving. This should result in an increased number of arrests for driving while intoxicated and a reduction of alcohol related crashes and fatalities.

~~Funding will be used by this agency to schedule and pay police officers employed by the Contractor for overtime for patrol duties exclusively to identify and arrest the intoxicated driver, as well as related training and warrant enforcement. The hours of enforcement shall include times and days which have historically reflected high incidences of drunk driving, alcohol related crashes and fatalities. Scheduling may be organized due to seasonal traffic considerations and other activities related to incidences of drinking and driving. Scheduling of personnel may be dependent upon availability of staff.~~

~~End of Text for Exhibit D~~

**Exhibit E
Payment Terms**

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"). 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 Exhibit E for the completion of all work, labor and services contemplated in this Agreement.
- c. The charges payable to Contractor under this Agreement are exclusive of federal, state and local taxes, the County being a municipality exempt from payment of such taxes.
- d. The acceptance by the Contractor of full 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. 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 of 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.

4. 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 and 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 paragraph shall survive the expiration or termination of this Agreement.

5. **Comptroller's Rules and Regulations for Consultant's Agreements** *new*

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

6. **Specific Payment Terms and Conditions**

Budget:

ITEMIZED EXPENDITURE CATEGORIES

Personnel Services for Police Officer's at rates established by their personnel contracts –

Salaries:	\$25,000.00 (Overtime)
Fringe Benefits:	\$0,000.00

Total of Personnel Services:	\$25,000.00
Other Services	\$ 0.00
Total of All Services:	<u>\$25,000.00</u>

The total amount of this contract is to be expended on or prior to 12/31/09 in accordance to perform the Services set forth in Exhibit D of this Agreement or any revisions/modifications to those Services and/or this Budget approved by the Department in writing.

The Contractor will not be reimbursed for all other costs related to administration, staff support and related operational equipment.

Exhibit F
Forms

Quarterly Expenditure Report

Program Title: _____

To: Suffolk County STOP-DWI Program From: _____

Contract Period: From: _____ To: _____

Project Budget Category	Budgeted Amount	Expended this Month	Total Expended to Date	Balance Remaining
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PERSONAL SERVICES

WAGES/SALARIES	\$	\$	\$	\$
FRINGE BENEFITS	\$	\$	\$	\$
SUBTOTAL	\$	\$	\$	\$

OTHER THAN PERSONAL SERVICES

SUPPLIES/MATERIALS	\$	\$	\$	\$
TRAVEL	\$	\$	\$	\$
EQUIPMENT PURCHASE	\$	\$	\$	\$
ALL OTHER COSTS	\$	\$	\$	\$
SUB TOTAL	\$	\$	\$	\$
TOTAL PROJECT COSTS				

CERTIFICATION: I certify that the above information is a complete, accurate, and up-to-date portrayal of actual necessary expenditures made for my project during the time period indicated.

Project Director or Fiscal Officer: _____

Date: _____

Signature and Title

INSTRUCTIONS: The Project Director or Project Fiscal Officer must submit a Quarterly Expenditure Report to the STOP-DWI Coordinator within 30 days after the close of each quarter. Such report, when submitted in conjunction with "Standard Vouchers", will help monitor overall project progress, ensure proper cash flow to maintain the project, and help you plan and control expenditures for the duration of the project. All expenditures submitted should reflect only those incurred for the period submitted.

BUDGET AMMENDMENTS: You may not exceed the Total Project Budgeted Amount or Project Budget Category Amounts without written approval, as per conditions of the contract. Expenditures may be disallowed if they exceed limitations without prior written approval from the County.

STOP-DWI MONTHLY ARREST REPORT

SUFFOLK COUNTY

REPORTING AGENCY _____

REPORTING PERIOD _____

<p>1. Total number of persons arrested and charged with a violation of 1192. _____</p> <p>2. Total number of charges for:</p> <p style="margin-left: 20px;">a. 1192.1 _____</p> <p style="margin-left: 20px;">b. 1192.2 _____</p> <p style="margin-left: 20px;">c. 1192.2 and 1192.3 _____</p> <p style="margin-left: 20px;">d. 1192.3 _____</p> <p style="margin-left: 20px;">e. 1192.4 _____</p> <p>3. Total number of persons arrested for Section 1192 violations by sex:</p> <p style="margin-left: 20px;">a. Male _____</p> <p style="margin-left: 20px;">b. Female _____</p> <p>6. Total number of persons arrested for Section 1192 violations by day:</p> <p style="margin-left: 20px;">a. Sunday _____</p> <p style="margin-left: 20px;">b. Monday _____</p> <p style="margin-left: 20px;">c. Tuesday _____</p> <p style="margin-left: 20px;">d. Wednesday _____</p> <p style="margin-left: 20px;">e. Thursday _____</p> <p style="margin-left: 20px;">f. Friday _____</p> <p style="margin-left: 20px;">g. Saturday _____</p> <p>7. Total number of persons arrested for Section 1192 violations by time intervals:</p> <p style="margin-left: 20px;">a. 6:01 AM to 6:00 PM _____</p> <p style="margin-left: 20px;">b. 6:01 PM to 9:00 PM _____</p> <p style="margin-left: 20px;">c. 9:01 PM to 12:00 AM _____</p> <p style="margin-left: 20px;">d. 12:01 AM to 3:00 AM _____</p> <p style="margin-left: 20px;">e. 3:01 AM to 6:00 AM _____</p> <p>8. Total number of persons arrested for Section 1192 violations by age:</p> <p style="margin-left: 20px;">a. under 18 _____</p>	<p>b. 18 _____</p> <p>c. 19 _____</p> <p>d. 20 _____</p> <p>e. 21-24 _____</p> <p>f. 25-29 _____</p> <p>g. 30-34 _____</p> <p>h. 35-39 _____</p> <p>i. 40-44 _____</p> <p>j. 45-49 _____</p> <p>k. 50-54 _____</p> <p>l. 55-59 _____</p> <p>m. 60-64 _____</p> <p>n. 65-69 _____</p> <p>o. 70 and over _____</p> <p>9. Total number of persons arrested for Section 1192 violations by BAC Level:</p> <p style="margin-left: 20px;">a. Chemical test refusals: _____</p> <p style="margin-left: 20px;">b. Test administered - results not available: _____</p> <p style="margin-left: 20px;">Negative _____</p> <p style="margin-left: 20px;">.01 _____ .16 _____</p> <p style="margin-left: 20px;">.02 _____ .17 _____</p> <p style="margin-left: 20px;">.03 _____ .18 _____</p> <p style="margin-left: 20px;">.04 _____ .19 _____</p> <p style="margin-left: 20px;">.05 _____ .20 _____</p> <p style="margin-left: 20px;">.06 _____ .21 _____</p> <p style="margin-left: 20px;">.07 _____ .22 _____</p> <p style="margin-left: 20px;">.08 _____ .23 _____</p> <p style="margin-left: 20px;">.09 _____ .24 _____</p> <p style="margin-left: 20px;">.10 _____ .25 _____</p> <p style="margin-left: 20px;">.11 _____ .26 _____</p> <p style="margin-left: 20px;">.12 _____ .27 _____</p> <p style="margin-left: 20px;">.13 _____ .28 _____</p> <p style="margin-left: 20px;">.14 _____ .29 _____</p> <p style="margin-left: 20px;">.15 _____ .30 _____</p>
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Adopted

May 5, 2009

TOWN OF RIVERHEAD

RESOLUTION # 423

**AUTHORIZES THE SUPERVISOR TO EXECUTE A MUSICAL WORKS
LICENSE AGREEMENT WITH SESAC, INC**

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

WHEREAS, the Town of Riverhead plays pre-recorded music in the form of compact discs, digital video discs, cassettes, and other media in Town facilities and at Town events (e.g. the senior center, teen activities); and

WHEREAS, many of these musical works are protected by U.S. Copyright Law; and

WHEREAS, a municipality requires permission from the holders of such copyrights to use the musical works in a public forum; and

WHEREAS, SESAC, Inc. represents the holders of copyrights for many of such musical works; and

WHEREAS, SESAC, Inc. will provide a license granting permission to the Town of Riverhead to play all of the works of copyright holders SESAC, Inc. represents for a fee of \$536.00 for calendar year 2009.

NOW THEREFORE BE IT RESOLVED, that the Supervisor is hereby authorized to execute the attached license agreement with SESAC, Inc. for the right to play pre-recorded music represented by SESAC, Inc.; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to SESAC, Inc., 55 Music Square East, Nashville, TN, 37203; the Accounting Department; Parks and Recreation; Senior Citizen's Services and the Office of the Town Attorney.

WOOTEN YES NO

DUNLEAVY YES NO BLASS YES NO

CARDINALE YES NO

THIS RESOLUTION IS IS NOT
DECLARED DULY ADOPTED

SESAC PERFORMANCE LICENSE for MUNICIPALITIES

Agreement made in New York by and between SESAC LLC ("SESAC"), a Delaware limited liability company, with offices at 55 Music Square East, Nashville, TN 37203 and

The Town of Riverhead ("LICENSEE")
(Legal Name of Entity)

(Billing Address) 200 Howell Avenue

(City, State, ZIP) Riverhead, New York 11901

Telephone: 631-727-3200 Fax: 631-727-6152 E-mail: mccormick@riverheadli.com

SESAC and LICENSEE hereby mutually agree as follows:

1. GRANT OF RIGHTS: Effective as of January 1, 2009 (the "Effective Date") SESAC grants to LICENSEE the non-exclusive right and license to publicly perform live or recorded non-dramatic renditions of the musical compositions, the performance rights to which SESAC controls and/or is empowered to license (the "Compositions") solely on and in connection with the following:

Name **Town of Riverhead**
Location **Riverhead, NY** (the "Municipality")

As used herein, "Municipality" shall include those locations owned, operated, and/or leased by LICENSEE which are used as governmental offices or for related purposes; those locations at which events are held under LICENSEE's sole control and attended by LICENSEE's employees, their families, social acquaintances, citizens, and other members of the public; and those areas owned, operated, and/or leased by LICENSEE which are under LICENSEE's sole control.

2. LIMITATIONS OF RIGHTS: The Rights granted pursuant to Paragraph 1 above shall specifically exclude:

A. the right to perform, broadcast, televise or otherwise transmit the Compositions to any location (unless and to the extent otherwise expressly permitted in Schedule "A");

B. the right to grant the Rights to any third party;

C. "Grand Rights" in and to the Compositions ("Grand Rights" include, but are not limited to, the right to perform in whole or in part, dramatico-musical and dramatic works in a dramatic setting);

D. performances of the Compositions (i) which are part of a background music service originating from any location including the Municipality, for which SESAC performance license fees are otherwise paid, regardless of the means by which such performances are transmitted on or to the Municipality, and/or (ii) by coin-operated phonorecord players ("jukeboxes"), as defined in 17 U.S.C. § 116.

E. This license shall specifically exclude concerts. "Concerts" are those performances by an entertainer, group, or performer for which an admission or other fee is charged and which are not solely promoted by LICENSEE.

F. This license shall specifically exclude "Sporting events." "Sporting events" are professional, semi-professional, major or minor league athletic competitions.

G. This license shall specifically exclude Colleges and/or Universities.

3. TERM OF LICENSE:

A. The term of the Agreement shall be for an initial period that commences upon the Effective Date and continues for a period of one (1) year (the "Initial Period"). ~~Thereafter, the Agreement shall automatically continue in full force and effect for successive additional periods of one (1) year ("Renewal Period(s)").~~ ^{DPM} SESAC and /or LICENSEE shall have the right to terminate this Agreement as of the last day of the Initial Period or as of the last day of any Renewal Period(s) upon giving written notice to the other party by certified mail, return receipt requested, at least thirty (30) days prior to the commencement of any Renewal Period(s). The Initial Period and Renewal Period(s) are sometimes collectively referred to herein as the "Term."

B. Notwithstanding anything to the contrary contained herein, SESAC shall have the right to terminate this Agreement upon thirty (30) days written notice by reason of any law, rule, decree, or other enactment having the force of law, by any authority, whether federal, state, local, territorial or otherwise, which shall result in substantial interference in SESAC's operation or any substantial increase in the cost of conducting its business.

4. LICENSE FEE:

A. As consideration for the Rights granted herein, LICENSEE shall pay to SESAC the annual "License Fee" then in effect in accordance with the "Fee Schedule" set forth in Schedule "A" attached hereto.

B. In the event that SESAC is determined by the taxing authority or courts of any state, territory, or possession in which LICENSEE conducts its operation to be liable for the payment of a gross receipts, sales, use, business use or other tax which is based on the amount of SESAC's receipts from LICENSEE, then LICENSEE shall reimburse SESAC, within thirty (30) days of notification therefor, for LICENSEE's pro rata share of any such tax derived from receipts received from LICENSEE, unless by constitution or statute, LICENSEE is exempt from any such tax whether applied directly or indirectly to LICENSEE.

C. ~~SESAC shall have the right to impose a late payment charge of one and one-half percent (1.5%) per month for any License Fee payment that is more than thirty (30) days past due. In the event that SESAC incurs any costs of fees in connection with the collection of any amounts past due to SESAC hereunder, including without limitation reasonable attorney's fees, then LICENSEE shall be responsible for paying such amounts to SESAC unless by constitution or statute, LICENSEE is exempt from any such charge whether applied directly or indirectly to LICENSEE.~~ ^{DPM}

D. Effective January 1 of each calendar year the License Fee Schedule may be increased by an amount (rounded to the nearest dollar) equivalent to the percent increase in the Consumer Price Index – All Urban Consumer (CPI-U) as published by the Bureau of Labor Statistics, U.S. Department of Labor, between the most recent October and the preceding October or five percent (5%), whichever amount is greater.

5. MISCELLANEOUS:

A. In the event LICENSEE fails to pay the License Fee when due or is otherwise in default of any other provision of this Agreement, then SESAC shall have the right to terminate this Agreement in addition to pursuing any and all other rights and/or remedies available if LICENSEE has not cured such breach within thirty (30) days following SESAC's written notice of such default.

B. SESAC shall have the right to withdraw from the scope of this License, upon written notice, the right to perform any musical composition licensed hereunder as to which any action has been threatened, instituted, or a claim made that SESAC does not have the right to license the performance rights in such composition.

C. This Agreement shall be binding upon and inure to the benefit of SESAC's and LICENSEE's legal representatives, successors, and assigns, but no assignment shall relieve SESAC or LICENSEE of their obligation under this Agreement.

D. This Agreement supersedes and cancels all prior negotiations and understandings between SESAC and LICENSEE in connection with the Municipality. No modification of this Agreement shall be valid or binding unless in writing and executed by SESAC and LICENSEE. If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect. No waiver of any breach of this Agreement shall be deemed a waiver of any preceding, continuing or succeeding breach of the same, or any other provision of this Agreement.

IN WITNESS THEREOF, the parties have caused this Agreement to be duly signed as of _____
Please insert today's date

LICENSEE

SESAC LLC

BY: _____
(please sign here)

BY: _____

Phil Cardinale
(Type or print name)

TITLE: Town Supervisor

TITLE: _____

Please mail signed license to:

SESAC
55 Music Square East
Nashville, TN 37203

**Schedule "A"
MUNICIPALITY - 2009**

I. Municipality. "Municipality," as used in the SESAC Performance License effective **January 1, 2009** (the "Agreement") to which this Schedule "A" is attached, shall be defined as the following Municipality:

Name **Town of Riverhead**
Location **Riverhead, NY** (the "Municipality")

II. Fee Schedule/License Fee.

A. The annual License Fee shall be based upon the "Population" of the Municipality as noted below:

<u>"Population"</u>	<u>License Fee for calendar year 2009</u>
Under 25,000	\$ 269
<u>25,001 - 50,000</u>	<u>\$ 536</u>
50,001 - 100,000	\$ 873
100,001 - 150,000	\$1,274
150,001 - 250,000	\$1,742
250,001 - 500,000	\$2,277
500,001 And over	\$2,883 + \$269 for each additional 100,000 population

Population: 27,680

This license will authorize **audio and/or audio/visual musical performances** (radio, records, tapes, compact discs, videocassettes, laser discs, television, and similar media), and **live musical performances**. This license will also authorize performances via **music on hold** systems operated by LICENSEE.

B. As used herein, "Population" shall mean the total population of the Municipality as of the most recent United States Census.

C. LICENSEE shall pay the License Fee to SESAC upon execution of this Agreement, with license fees due and payable in advance. The initial License Fee payment shall be a pro-rated amount calculated using the then current License Fee rate(s) from the Effective Date through the end of the current billing period. Subsequent payments shall be made annually in one (1) payment on or before the first day of January, for the billing period of January 1 through December 31 of each calendar year of the Term.

D. Upon execution of this Agreement, LICENSEE shall provide SESAC with a report detailing the Population as of the Effective Date. Thereafter, on or before October 1 of each calendar year, in the event that a change in the Population results in a change in fee category, LICENSEE shall submit an updated report of the Population. License fees will be adjusted effective the following January 1. SESAC retains the right to obtain these figures through United States Census Data and make appropriate adjustments to the License Fee.

E. Notwithstanding anything to the contrary contained in this Agreement, upon written notice to LICENSEE, SESAC shall have the right to adjust the rates set forth in the Fee Schedule. In the event that LICENSEE's License Fee increases as a result of such adjustment to the Fee Schedule, LICENSEE shall have the right to terminate this Agreement as of the date such increase is to take effect. LICENSEE must give SESAC written notice of such termination by certified mail, return receipt requested, not later than thirty (30) days after written notice of such increase is sent to LICENSEE by certified mail. This paragraph shall not apply to paragraph 4.D of the Agreement.

III. This Schedule is incorporated and made part of the Agreement. Unless otherwise indicated, all capitalized terms in this Schedule "A" shall have the same meaning as set forth in the Agreement.

*Please do not detach, must accompany license
Please mail completed license to: SESAC, 55 Music Sq. E., Nashville, TN 37203*

May 5, 2009

Adopted

TOWN OF RIVERHEAD

Resolution # 424

AUTHORIZES THE SUPERVISOR TO EXECUTE AN AGREEMENT WITH ABL COMPUTING INC.

COUNCILMAN WOOTEN

_____, offered the following resolution, which was seconded

by COUNCILWOMAN BLASS _____.

WHEREAS, the Town of Riverhead has requested the services of ABL Computing Inc. for the purpose of recovering data from damaged computers and servers; and

NOW, THEREFORE, BE IT RESOLVED, that the Supervisor is hereby authorized to execute the attached agreement with ABL Computing Inc.; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to ABL Computing Inc., P.O. Box 931, Riverhead, NY 11901; Accounting Department, Information Technology Department; and the Office of the Town Attorney.

WOOTEN YES NO

DUNLEAVY YES NO BLASS YES NO

CARDINALE YES NO

THIS RESOLUTION IS IS NOT
DECLARED DULY ADOPTED

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made the day of 2009 between the TOWN OF RIVERHEAD, (hereinafter "Town") a municipal corporation with offices located at 200 Howell Avenue, Riverhead, New York, 11901, and ABL COMPUTING INC. (hereinafter "ABL"), a professional corporation existing under the laws of the State of New York, with a principal place of business at 312 Roanoke Avenue, Riverhead, New York 11901.

WITNESSETH:

WHEREAS, the Town has requested the services of ABL for the purposes of recovering data from damaged computers and servers.

NOW, THEREFORE, IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. Scope of services

The Town hereby retains the services of ABL for the purposes of recovering data from the Town of Riverhead computers and or servers.

2. Compensation for service

As compensation for such services, the Town will pay ABL up to a maximum of One Thousand Fifty (\$1,050.00) Dollars for labor and materials necessary to evaluate data recovery. The full cost of all professional services in accordance with this agreement and other services as may be required shall not exceed One Thousand Fifty (\$1,050.00) Dollars unless the Town and ABL shall otherwise agree in writing as set forth herein.

ABL shall notify the Town in writing providing a description of the additional services it proposes to provide together with an explanation as to why the additional services are necessary. In no event shall ABL perform any additional services without the prior written agreement of the Town Board. ABL shall complete its obligations hereunder no later than sixty days from the date hereof unless the Town and ABL shall agree otherwise in writing. ABL shall supply information regarding services they have performed as may be requested from time to time by the Town.

ABL shall submit invoices to the Town every month and will indicate time and expenses incurred during that period pursuant to the tasks identified herein. Invoices shall be due and payable within 30 days of their receipt by the Town. The Town has the right to withhold payment for portions of work not completed, after notification to ABL unless the schedule is extended for reasons beyond the control of ABL, including extra agency review or other unanticipated events.

3. Term of Agreement

The Agreement shall commence upon the execution of this agreement by the Town Supervisor pursuant to authorization of the Town Board and shall expire upon completion of the work specified herein to the satisfaction of the Town. All work hereunder shall be completed within sixty (60) days of the commencement of this agreement.

This Agreement may be terminated by either party and for any reason upon 30 days written notice to the other party. In that event, ABL shall be compensated only for the value of services and expenses incurred in accordance with this agreement.

4. Modifications to Agreement

This Agreement may only be modified in writing and such modification is subject to approval by the Town Board of the Town pursuant to a duly adopted resolution.

5. Performance of Professional Services

ABL will perform its service hereunder in a timely manner. ABL shall not be responsible for delays occasioned by factors beyond its control nor by factors which could not reasonably have been foreseen at the time this Agreement was executed.

ABL shall be entitled to rely on information provided by the Town provided said information is sealed by a licensed professional where appropriate or directly provided to ABL by the Town.

ABL shall perform its services in accordance with the professional standards applicable to the services provided, i.e. information technology, at the time such services are rendered.

Estimates made by ABL of probable costs and detailed cost projections represent ABL'S judgment with respect thereto. It is recognized, however, that ABL has no control over actual site conditions or the cost of materials or equipment. Accordingly, ABL cannot and does not represent or guarantee that ultimate project costs will not vary from that set forth in Exhibit A. However, ABL will advise the Town prior to ordering any materials or equipment prices if said prices have increased beyond that quoted herein.

All drawing, specifications, reports, notes and data developed pursuant to this Agreement are instruments of service, and as such, the original documents will become the property of the Town.

Except as otherwise provided herein, the parties agree that ABL's liability under this agreement and for the project shall be limited to the total contract cost to the Town as specified and Exhibit A and any modifications made thereto.

6. ABL understands and recognizes that in conducting the work authorized by this agreement its employees and or agents may have access to confidential or sensitive Town documents and/or records. ABL agrees that it shall not copy, utilize, distribute or otherwise provide unauthorized access to any Town documents and/or records. ABL agrees to indemnify and hold the Town harmless from any and all damages it may incur by reason of the unauthorized distribution, use or exposure of Town documents together with the Town's reasonable attorneys fees incurred in connection with such unauthorized distribution, use or exposure of confidential Town documents. ABL shall immediately notify the Town in writing should its employees or agents become aware that copying, use, distribution or other unauthorized exposure of Town documents has occurred.

7. Controlling Law

This Agreement shall be construed according to the laws of the State of New York.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto.

TOWN OF RIVERHEAD

ABL COMPUTING INC.

By: _____
Phil Cardinale, Supervisor

By: _____

5/5/09

Tabled

TOWN OF RIVERHEAD

Resolution # 425

APPROVES CHAPTER 90 APPLICATION OF MARTHA CLARA VINEYARDS, LLC
("2009 Candlelight Ball" to Benefit the Peconic Bay Medical Center)

COUNCILWOMAN BLASS

offered the following resolution, was seconded by

COUNCILMAN DUNLEAVY

:

WHEREAS, on March 27, 2009, Martha Clara Vineyards, LLC had submitted a Chapter 90 Application for the purpose of conducting an event entitled "2009 Candlelight Ball" to benefit the Peconic Bay Medical Center to be held at 6025 Sound Avenue, Riverhead, New York, between the hours of 7:00 p.m. and 11:00 p.m. on Friday, June 19, 2009; and

WHEREAS, Martha Clara Vineyards, LLC has submitted and completed a Short Environmental Assessment Form pursuant to 6 NYCRR Part 617, identifying the potential adverse environmental impacts of the event; and

WHEREAS, Martha Clara Vineyards, LLC has requested the Chapter 90 Application Fee be waived due to the not-for-profit status of the Peconic Bay Medical Center; 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 Martha Clara Vineyards, LLC for the purpose of conducting an event entitled "2009 Candlelight Ball" to benefit the Peconic Bay Medical Center to be held at 6025 Sound Avenue, Riverhead, New York, between the hours of 7:00 p.m. and 11:00 p.m. on Friday, June 19, 2009 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., Chapter 108-56 - "Signs", and any other section of the Riverhead Town Code that may pertain to this event; and be further; and be it further

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

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

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to the Martha Clara Vineyards, LLC, Attn: Nancy Bartow, 6025 Sound Avenue, Riverhead, New York, 11901, 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

Wooten Yes No

Dunleavy Yes No

Blass Yes No

Cardinale Yes No

The Resolution Was Was Not
Therefore Duly Adopted

5/5/09

TOWN OF RIVERHEAD

Adopted

Resolution # 426

APPROVES CHAPTER 90 APPLICATION OF VAIL LEAVITT COUNCIL
(11th Annual Blues/Musical Festival)

COUNCILMAN DUNLEAVY

_____ offered the following resolution, was seconded by

COUNCILMAN WOOTEN
_____ :

WHEREAS, on April 8, 2009, Vail Leavitt Council had submitted a Chapter 90 Application for the purpose of conducting an event entitled "11th Annual Blues/Musical Festival" to be held at the Peconic Riverfront, Riverhead, New York, to include food and music and merchandise vendors in the parking lot to be held on Saturday, July 18, 2009 between the hours of 11:00 a.m. and 10:00 p.m. and on Sunday, July 19, 2009 between the hours of 1:00 p.m. and 5:00 p.m.; and

WHEREAS, Vail Leavitt Council has completed and filed a Long Environmental Assessment Form in accordance with 6 NYCRR 617.6(b); and

WHEREAS, the Town Board of the Town of Riverhead has declared itself "Lead Agency" in accordance with 6 NYCRR 617; and

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

WHEREAS, the applicant has requested the application fee be waived; 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 for the purpose of conducting an event entitled "11th Annual Blues/Musical Festival" to be held at the Peconic Riverfront, Riverhead, New York, to include food and music and merchandise vendors in the parking lot to be held on Saturday, July 18, 2009 between the hours of 11:00 a.m. and 10:00 p.m. and on Sunday, July 19, 2009 between the hours of 1:00 p.m. and 5:00 p.m., is hereby approved; and be it further

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

- Receipt of required Suffolk County Department of Health permit(s), including the food handling permit(s);
- Receipt of required Public Gathering/Emergency Medical Services (EMS) permit(s); and be it further

RESOLVED, that Chapter 46 entitled “Alcoholic Beverages” is deemed to be waived for the service of alcoholic beer during the event in or at locations by licensed alcohol service providers to be determined prior to the commencement of the event; and be it further

RESOLVED, that the Town Board of the Town of Riverhead hereby authorizes this event to be exempt from Chapter 86 entitled, “Noise Control” of the Riverhead Town Code; and be it further

RESOLVED, that any tent installations, including the obtainment of any necessary tent permits, 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 the Town Board of the Town of Riverhead hereby authorizes this event to be exempt from Chapter 46 of the Riverhead Town Code; and be it further

RESOLVED, that the Town Board of the Town of Riverhead hereby waives the application fee; and be it further

RESOLVED, that the approval for this event shall be **subject to** receipt of a valid certificate of insurance naming the Town of Riverhead as an additional insured ***no later than June 30, 2009***; and be it further

RESOLVED, that a fire safety inspection by the Town Fire Marshal is required prior to the opening of this event to the public and shall be contacted at least three days in advance at (631) 727-3200 extension 209, for the purpose of arranging the “pre-opening” inspection appointment; and be it further

RESOLVED, that employees of the Riverhead Buildings and Grounds Department, the Riverhead Police Department, the Riverhead Highway Department, the Sanitation Department and the Riverhead Fire Marshal Office are hereby authorized to utilize overtime expenditures to ensure the necessary public safety and security in connection with this event; and be it further

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to Vail Leavitt Council, Attn: Vince Tria, Treasurer, 18 Peconic Avenue, Riverhead, New York, 11901; 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

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

The Resolution Was Was Not
Therefore Duly Adopted

5/5/09

Adopted

TOWN OF RIVERHEAD

Resolution # 427

APPROVES CHAPTER 90 APPLICATION OF MARTHA CLARA VINEYARDS, LLC

COUNCILMAN WOOTEN

_____ offered the following resolution, was seconded by

COUNCILWOMAN BLASS

WHEREAS, on April 23, 2009, Martha Clara Vineyards, LLC had submitted a Chapter 90 Application for the purpose of accommodating the tasting room overflow to be held under a tent at 2065 Sound Avenue, Jamesport, New York, on July 20, 2009 through September 13, 2009 between the hours of 11:00 a.m. and 9:00 p.m.; and

WHEREAS, Martha Clara Vineyards, LLC has completed and filed a Short Environmental Assessment Form in accordance with 6 NYCRR 617; and

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

WHEREAS, 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.

WHEREAS, the applicable Chapter 90 Application fee has been paid.

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 Martha Clara Vineyards, LLC for the purpose of accommodating the tasting room overflow to be held under a tent at 2065 Sound Avenue, Jamesport, New York, on July 20, 2009 through September 13, 2009 between the hours of 11:00 a.m. and 9:00 p.m. is hereby approved; and be it further

RESOLVED, that the necessary tent permit must be obtained and the 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 102 (Tents & Membrane Structures); and be it further

RESOLVED, that this approval is subject to the obtaining of any permits as may be required by the New York State Department of Labor and the Suffolk County Department of Health; 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 it further

RESOLVED, that a Place of Assembly Permit issued by the Fire Marshal is required and that the Fire Marshal shall determine the maximum occupancy in accordance with the Fire Code of New York State and provide Maximum Occupancy Signs to the applicant for posting in the Tent; and be it further

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

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to the Martha Clara Vineyards, LLC, Attn: Nancy Bartow, 6025 Sound Avenue, Riverhead, New York, 11901; 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

Wooten Yes No

Dunleavy Yes No

Blass Yes No

Cardinale Yes No

The Resolution Was Was Not
Therefore Duly Adopted

5/5/09

Adopted

TOWN OF RIVERHEAD

Resolution # 428

APPROVES CHAPTER 90 APPLICATION OF PECONIC BAY MEDICAL CENTER

COUNCILWOMAN BLASS offered the following resolution, was seconded by

COUNCILMAN DUNLEAVY :

WHEREAS, on April 23, 2009, the Peconic Bay Medical Center had submitted a Chapter 90 Application for the purpose of conducting a Family Festival to include rides, games and food concessions, having all proceeds to be used for the overall patient care services provided at the Peconic Bay Medical Center. This event is to be held on property owned by Kenny Barra of East Wind Caterers at 6164 Route 25A, Wading River, New York, on July 2, 2009 through July 5, 2009, between the hours of 12:00 noon and 12:00 midnight; and

WHEREAS, Peconic Bay Medical Center has requested the applicable Chapter 90 fee be waived due to its not-for-profit status; 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, 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 the Peconic Bay Medical Center for the purpose of conducting a Family Festival having all proceeds to be used for the overall patient care services provided at the Peconic Bay Medical Center, to be held on property owned by Kenny Barra of East Wind Caterers at 6164 Route 25A, Wading River, New York on July 2, 2009 through July 5, 2009, between the hours of 12:00 noon and 12:00 midnight, is hereby approved; and be it further

RESOLVED, the applicable Chapter 90 Application fee is hereby waived; and be it further

RESOLVED, that the necessary tent permit(s) must be obtained and the 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 102 and the 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 it further

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

- The applicant shall use snow fencing to delineate the boundary of the festival and provide security patrols of the boundary to ensure that patrons of the festival do not go beyond the boundaries of the event;
- Receipt of required Suffolk County Department of Health permit(s) including the food handling permit(s);
- Receipt of required Public Gathering/Emergency Medical Services (EMS) permit(s); and be it further

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

RESOLVED, that all vendors shall be ready for a fire safety inspection no later than 9:00 a.m. on July 2, 2009; and be it further

RESOLVED, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to Peconic Bay Medical Center, Attn: Lynne LaGrua, 1300 Roanoke Avenue, Riverhead, New York 11901; 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

THE VOTE
Buckley yes no Wooten yes no
Dunleavy yes no Blass yes no
Cardinale yes no

Wooten Yes No
THE RESOLUTION WAS WAS NOT
THEREFORE DULY ADOPTED

May 5, 2009

Adopted

TOWN OF RIVERHEAD

Resolution # 429

**ADOPTS A LOCAL LAW AMENDING CHAPTER 46A ENTITLED
"ARCHITECTURAL REVIEW" OF THE RIVERHEAD TOWN CODE**

COUNCILMAN DUNLEAVY

_____ offered the following resolution, which was seconded

COUNCILMAN WOOTEN

by _____:

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 46A entitled "Architectural Review", of the Riverhead Town Code; and

WHEREAS, a public hearing was held on the 21st day of April, 2009 at 7:10 o'clock p.m. at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, the date, time and place specified in said public notice, and all persons wishing to be heard were heard.

NOW, THEREFORE, BE IT RESOLVED, that a local law amending Chapter 46A entitled "Architectural Review", 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.

WOOTEN YES ___ NO

DUNLEAVY YES ___ NO BLASS YES ___ NO

CARDINALE YES ___ NO

THIS RESOLUTION IS ___ IS NOT
DECLARED 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 46A entitled "Architectural Review", of the Riverhead Town Code at its regular meeting held on May 5, 2009. **Be it enacted** by the Town Board of the Town of Riverhead as follows:

**CHAPTER 46A
ARCHITECTURAL REVIEW**

Article I. Purpose

§46A-1. Declaration of policy, ~~and purpose, and period for review.~~

A. The Town Board of the Town of Riverhead finds that new development can have a substantial impact on the character of the area in which it is located. While some harmful effects of one land use upon another can be prevented through zoning, subdivision controls and housing and building codes, other aspects of development are more subtle and less amenable to exacting rules of thumb, promulgated without regard to specific development proposals. Among these are the appearance of buildings and open spaces as they contribute to an area as it is being developed or redeveloped. Such matters require the timely exercise of judgment in the public interest by people qualified to evaluate the architectural design and appearance of a development and make recommendations to the board(s) vested with the authority to approve, approve with conditions, or deny the proposed development.

B. ~~It is, therefore,~~ The purpose and intent of architectural review shall include:

- (1) ~~To~~ promote those visual qualities in the environment which bring value to the community.
- (2) ~~To~~ foster the attractiveness of the community as a place to live and work.
- (3) ~~To~~ preserve the character and quality of our heritage by maintaining the integrity of those areas which have a discernible character or are of special historic significance.
- (4) ~~To~~ protect public and private investments in the area.
- (5) ~~To~~ educate and raise the level of community awareness and expectations for the quality of its environment.

C. The architectural review shall adhere to the following time parameters:

(1) commence review of all architectural aspects of site plan, project or development within 30 days of referral to the Architectural Review Board.

(2) advise applicant of all architectural aspects of site plan that must be supplemented, modified, or addressed within 60 days of referral to the Architectural Review Board.

(3) make recommendation to approve, approve with conditions, or deny within 90 days of referral to the Architectural Review Board. The review period shall be extended to 120 days if coordinated review with the Landmarks Preservation Committee set forth in 46A-6 D or a consultant retained pursuant to 46A-6 B. The applicant may make an application to extend the review period for an additional 60 days to change, modify, or address aspects of site plan, project or development which the Architectural Review Board identifies fail to meet declaration of purpose and/or review objectives.

§46A-2. Aspects of review.

The Architectural Review Board, in examining applications ~~for site plan referred for~~ architectural review and making recommendations to approve, deny, or recommend alternatives relative to a proposed site plan, project or development, is to consider the various aspects of design, with special emphasis on these objectives:

A. To prevent the unnecessary destruction or blighting of the natural landscape or of the achieved man-made environment.

B. To ascertain that architectural treatments have been designed so as to relate harmoniously to significant existing buildings that have a visual relationship to the proposed development.

C. To coordinate compliance with other municipal ordinances that affect visual impact, such as the sign regulations contained in the Zoning Code and dumpster enclosures pursuant to §98-8 of the Code of the Town of Riverhead.

D. To review ~~site plan~~ applications together with the Landmarks Preservation Committee for alterations or demolition of a designated structure or structures within an historic district ~~and make recommendations to the Town Board.~~

§46A-3. Limitations of review.

A. The Architectural Review Board shall not design or assist in the design of any buildings or projects submitted for approval except on request of the proponent or his architect. The Board shall restrict its considerations to a reasonable and professional review of the proposal and plans, leaving full responsibility for the design and development to the applicant.

B. Individual initiative and experimentation are to be encouraged.

C. The proponent's failure to take reasonable or timely account of the items discussed at §§ 46A-1 and 46A-2 hereinabove shall justify the Board's ~~disapproving a proposal~~ recommendation to deny or disapprove a project.

D. In its endeavor to improve the quality of a design, the Board shall keep consideration of cost in mind; however, said consideration shall not override the other objectives of this chapter.

E. The Board is not to use architectural review intentionally or inadvertently to exclude housing for minority groups or housing for low- and moderate-income persons.

F. The Board is not to use architectural review intentionally or inadvertently to prohibit or unduly restrict building types, materials or methods or to vary the specific allowances or prohibitions of the Code of the Town of Riverhead, the New York State Fire Prevention and Building Code or other development controls.

Article III. Architectural Review Board

§46A-5. Establishment; membership; terms; vacancies; removal.

A. There is hereby created an Architectural Review Board, which shall act as an advisory body to the Town Board for the purpose of site plan review, ~~as delineated herein, and which shall approve~~ site permit applications submitted pursuant to §108-56 of the Code of the Town of Riverhead, and dumpster enclosures applications pursuant to §98-8 of the Code of the Town of Riverhead. ~~Sign permit and/or dumpster enclosure applications which are disapproved may be appealed to the Town Board.~~ Said Architectural Review Board shall consist of five members who shall be appointed by the Town Board on the recommendation of the Planning Director. Insofar as practicable, all members of the Board shall be competent in matters of design and interested in the design review and development of the Town of Riverhead. Three members shall be architects, designers or landscape architects. One shall be a licensed architect.

§46A-6. Powers and duties.

A. The Architectural Review Board shall have ~~the~~ review powers and duties granted by the articles of this chapter.

B. The Architectural Review Board shall have the ~~power~~ authority to retain consultants, including but not limited to technical experts, engineers, architects and historians to render assistance and advice in connection with any project to fulfill the duties of the Architectural Review Board. Any contract to retain such consultants which involves the expenditure of Town funds shall be subject to the prior approval of the Town Board.

Article V. Operations of Architectural Review Board

§46A-11. Time limitations for sign permits.

The actions and recommendation of the Architectural Review Board with regard to sign permit applications shall coincide with the procedures as delineated in §108-56 of the Code of the Town of Riverhead. The Architectural Review Board shall provide a written report and ~~decision~~ recommendation to the ~~Town Board~~ Building Inspector and the applicant, stating in writing its findings and conclusions, within 30 days of its receipt of said application.

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

Dated: Riverhead, New York
May 5, 2009

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD

DIANE M. WILHELM, Town Clerk

May 5, 2009

Adopted

TOWN OF RIVERHEAD

Resolution # 430

**ADOPTS A LOCAL LAW AMENDING CHAPTER 108 ENTITLED
"ZONING" OF THE RIVERHEAD TOWN CODE**

(Article LIV – Village Center (VC) Zoning Use District)

COUNCILMAN WOOTEN

_____ offered the following resolution, which was seconded

by COUNCILWOMAN BLASS :

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

WHEREAS, a public hearing was held on the 21st day of April, 2009 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" 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.

WOOTEN YES NO

DUNLEAVY YES NO BLASS YES NO

CARDINALE YES NO

THIS RESOLUTION IS IS NOT
DECLARED 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 5, 2009. **Be it enacted** by the Town Board of the Town of Riverhead as follows:

ARTICLE LIV Village Center (VC) Zoning Use District

§108-292. Supplementary requirements guidelines.

~~The following design and parking requirements shall apply.~~

The design standards and parking standards listed in the provisions below (108-292 A. and B.) are intended as a guide or measure for improvements in parcels in this zoning district and the word "shall" recited in the provisions below, with the exception of 108-292 B.(1) which requires adherence to the parking schedule, is intended to obtain compliance with the provisions to the extent practicable as determined by the Board responsible for review.

B. Parking standards.

- ~~(6)~~ Curb cuts, driveways, and garages shall meet the following dimensional regulations:
 - ~~(a)~~ Curb cuts and driveways at the front property line leading to parking areas of 10 or fewer spaces shall not exceed 10 feet in width along any point.
 - ~~(b)~~ Curb cuts and driveways at the front property line leading to parking areas of 11 or more spaces shall not exceed 14 feet in width at any point.
 - ~~(c)~~ The maximum width of garage entryways facing a front street shall not exceed 18 feet.
- (7) (6) Shared parking lots with cross-access agreements are encouraged so as to allow drivers to park in one lot and walk to other businesses without moving their cars, or to drive from one lot to another without returning to the street.
- (8) (7) In order to soften the appearance of parking lots, parking lots shall be landscaped with groundcover, grasses, or low shrubs for at least 15% of their land area.
- (9) (8) In order to provide shade, parking lots with 21 or more spaces shall have "orchard" planting: one tree per 10 off-street spaces. Such trees shall be spread throughout the parking lot, rather than clustered only along the edges.
- (10)(9) In order to provide recharge of the groundwater basin and minimize runoff into water bodies, at least one of the following stormwater management techniques shall be used in parking lots where underlying soils support infiltration of precipitation to the groundwater:
 - (a) Entire parking areas shall be surfaced with gravel, rather than pavement.
 - (b) Where sanding and salting are not used in the winter, low-traffic or seasonal parking-overflow areas of the parking lot shall be surfaced with porous pavement or gravel.

(c) Landscaped areas of the parking lot shall be sited, planted, and graded in a manner to provide infiltration and detention of runoff from paved areas.

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

Dated: Riverhead, New York
May 5, 2009

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD

DIANE M. WILHELM, Town Clerk

May 5, 2009

Adopted

TOWN OF RIVERHEAD

Resolution #A3431

ADOPTS A LOCAL LAW AMENDING CHAPTER 108 ENTITLED "ZONING", SECTION 108-56.1 ENTITLED "SIGN PERMITS" OF THE RIVERHEAD TOWN CODE

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

WHEREAS, the Town Clerk was authorized to publish and post a public notice to hear all interested persons to consider a local law amending Chapter 108 entitled "Zoning", Section 108-56.1 entitled "Sign Permits", of the Riverhead Town Code; and

WHEREAS, a public hearing was held on the 21st day of April, 2009 at 7:20 o'clock p.m. at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, the date, time and place specified in said public notice, and all persons wishing to be heard were heard.

NOW, THEREFORE, BE IT RESOLVED, that a local law amending Chapter 108 entitled "Zoning", Section 108-56.1 entitled "Sign Permits", 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.

WOOTEN YES NO
DUNLEAVY YES NO BLASS YES NO
CARDINALE YES NO
THIS RESOLUTION IS IS NOT
DECLARED 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 108-56.1 entitled "Sign Permits", of the Riverhead Town Code at its regular meeting held on May 5, 2009. **Be it enacted** by the Town Board of the Town of Riverhead as follows:

CHAPTER 108 ZONING

§108-56.1. Sign permits.

C. Issuance of sign permit.

(1) Architectural Review Board referral.

- (a) Upon receipt of a complete application for a sign permit, the Building Department Administrator shall refer the application to the Architectural Review Board for its recommendation. The applicant may request to appear before the Architectural Review Board in order to review the sign design and facilitate the process.
- (b) The Architectural Review Board shall provide a recommendation to the Building Department within 30 days of its receipt of the Building Department referral. Applications not acted upon by the Architectural Review Board within 30 days of the receipt of the application shall be deemed approved.

(2) Appeal procedures.

- ~~(a) An applicant may appeal to the Riverhead Town Board any determinations of the Architectural Review Board with respect to the illumination or design of a sign.~~
- (b) An applicant may appeal to the Zoning Board of Appeals with respect to the illumination or design of a sign or for a variance from any property line setbacks or sign dimensions as provided in this chapter of the Town Code.
- ~~(c) Any appeal not acted upon by the Town Board or the Architectural Review Board within 30 days shall result in the automatic approval of the sign.~~

(3) Building Department approval.

- (a) Upon receipt of ~~the~~ a recommendation for approval of the Architectural Review Board, the Building Inspector shall issue a sign permit to the applicant. Each sign permit shall be numbered in accordance with a numbering system to be designated by the Building

Inspector. In the case of an application for a sign permit made in connection with an application for site plan approval, the sign permit shall be issued by the Building Inspector upon issuance of a building permit following approval of the site plan including proposed signs.

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

Dated: Riverhead, New York
May 5, 2009

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD

DIANE M. WILHELM, Town Clerk

May 5, 2009

Adopted

TOWN OF RIVERHEAD

Resolution # 432

**ADOPTS A LOCAL LAW AMENDING CHAPTER 108 ENTITLED
"ZONING" OF THE RIVERHEAD TOWN CODE
(Article L – Industrial A (IA) Zoning Use District)**

COUNCILMAN DUNLEAVY

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

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

WHEREAS, a public hearing was held on the 21st day of April, 2009 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" 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.

WOOTEN YES NO

DUNLEAVY YES NO BLASS YES NO

CARDINALE YES NO

THIS RESOLUTION IS IS NOT
DECLARED 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 5, 2009. **Be it enacted** by the Town Board of the Town of Riverhead as follows:

**ARTICLE L
Industrial A (IA) Zoning Use District**

§108-276. ~~Supplementary requirements~~ guidelines.

~~The following design and parking requirements shall apply.~~

The design, buffer and parking standards listed in the provisions below (108-276 A., B. and C.) are intended as a guide or measure for improvements in parcels in this zoning district and the word "shall" recited in the provisions below, with the exception of 108-276 C.(1) which requires adherence to the parking schedule, is intended to obtain compliance with the provisions to the extent practicable as determined by the Board responsible for review.

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

Dated: Riverhead, New York
May 5, 2009

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD

DIANE M. WILHELM, Town Clerk

Adopted

May 5, 2009

TOWN OF RIVERHEAD

Resolution # 433

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

COUNCILMAN WOOTEN

offered the following resolution, which was seconded

by COUNCILWOMAN BLASS:

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

WHEREAS, a public hearing was held on the 21st day of April, 2009 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" 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.

WOOTEN YES NO

DUNLEAVY YES NO BLASS YES NO

CARDINALE YES NO

THIS RESOLUTION IS IS NOT
DECLARED 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 5, 2009. **Be it enacted** by the Town Board of the Town of Riverhead as follows:

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

§108-280. Supplementary ~~requirements~~ guidelines.

The design standards and parking standards listed in the provisions below (108-280 A. and B.) are intended as a guide or measure for improvements in parcels in this zoning district and the word "shall" recited in the provisions below, with the exception of 108-280 B.(1) which requires adherence to the parking schedule, is intended to obtain compliance with the provisions to the extent practicable as determined by the Board responsible for review.

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

Dated: Riverhead, New York
May 5, 2009

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD

DIANE M. WILHELM, Town Clerk

May 5, 2009

Adopted

TOWN OF RIVERHEAD

Resolution # 434

**ADOPTS A LOCAL LAW AMENDING CHAPTER 108 ENTITLED
"ZONING" OF THE RIVERHEAD TOWN CODE
(Article LII – Rural Corridor (RLC) Zoning Use District)**

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

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

WHEREAS, a public hearing was held on the 21st day of April, 2009 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" 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.

WOOTEN YES NO
DUNLEAVY YES NO BLASS YES NO
CARDINALE YES NO
THIS RESOLUTION IS IS NOT
DECLARED 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 5, 2009. **Be it enacted** by the Town Board of the Town of Riverhead as follows:

**ARTICLE LII
Rural Corridor (RLC) Zoning Use District**

§108-284. Supplementary requirements guidelines.

~~The following design and parking requirements shall apply.~~

The design, buffer and parking standards listed in the provisions below (108-284 A. and B.) are intended as a guide or measure for improvements in parcels in this zoning district and the word "shall" recited in the provisions below, with the exception of 108-284 B.(1) which requires adherence to the parking schedule, is intended to obtain compliance with the provisions to the extent practicable as determined by the Board responsible for review.

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

Dated: Riverhead, New York
May 5, 2009

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD

DIANE M. WILHELM, Town Clerk

Adopted

May 5, 2009

TOWN OF RIVERHEAD

Resolution # 435

**ADOPTS A LOCAL LAW AMENDING CHAPTER 108 ENTITLED
"ZONING" OF THE RIVERHEAD TOWN CODE
(Article LIII – Hamlet Center (HC) Zoning Use District)**

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

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

WHEREAS, a public hearing was held on the 21st day of April, 2009 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" 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.

WOOTEN YES NO

DUNLEAVY YES NO BLASS YES NO

CARDINALE YES NO

THIS RESOLUTION IS IS NOT
DECLARED 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 5, 2009. **Be it enacted** by the Town Board of the Town of Riverhead as follows:

Hamlet Center (HC) Zoning Use District

§108-288. Supplementary requirements guidelines.

~~The following design and parking requirements shall apply.~~

The design, buffer and parking standards listed in the provisions below (108-288 A. and B.) are intended as a guide or measure for improvements in parcels in this zoning district and the word "shall" recited in the provisions below, with the exception of 108-288 B.(1) which requires adherence to the parking schedule, is intended to obtain compliance with the provisions to the extent practicable as determined by the Board responsible for review.

B. Parking standards.

~~(6) Curb cuts, driveways, and garages shall meet the following dimensional regulations:~~

~~(a) Curb cuts and driveways at the front property line leading to parking areas of 10 or fewer spaces shall not exceed 10 feet in width along any point.~~

~~(b) Curb cuts and driveways at the front property line leading to parking areas of 11 or more spaces shall not exceed 14 feet in width at any point.~~

~~(c) The maximum width of garage entryways facing a front street shall not exceed 18 feet.~~

(7) (6) Shared parking lots with cross-access agreements are encouraged so as to allow drivers to park in one lot and walk to other businesses without moving their cars, or to drive from one lot to another without returning to the street.

(8) (7) In order to soften the appearance of parking lots, parking lots shall be landscaped with groundcover, grasses, or low shrubs for at least 15% of their land area.

(9) (8) In order to provide shade, parking lots with 21 or more spaces shall have "orchard" planting: one tree per 10 off-street spaces. Such trees shall be spread throughout the parking lot, rather than clustered only along the edges.

(10) (9) In order to provide recharge of the groundwater basin and minimize runoff into water bodies, at least one of the following stormwater management techniques shall be used in parking lots where underlying soils support infiltration of precipitation to the groundwater:

- (a) Entire parking areas shall be surfaced with gravel, rather than pavement.
- (b) Where sanding and salting are not used in the winter, low-traffic or seasonal parking-overflow areas of the parking lot shall be surfaced with porous pavement or gravel.
- (c) Landscaped areas of the parking lot shall be sited, planted, and graded in a manner to provide infiltration and detention of runoff from paved areas.

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

Dated: Riverhead, New York
May 5, 2009

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD

DIANE M. WILHELM, Town Clerk

May 5, 2009

Adopted

TOWN OF RIVERHEAD

Resolution # 436

**ADOPTS A LOCAL LAW AMENDING CHAPTER 108 ENTITLED
"ZONING" OF THE RIVERHEAD TOWN CODE**

**(Article LV – Business CR Zoning Use District [Rural Neighborhood Business])
COUNCILMAN WOOTEN**

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

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

WHEREAS, a public hearing was held on the 21st day of April, 2009 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" 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.

WOOTEN YES NO

DUNLEAVY YES NO BLASS YES NO

CARDINALE YES NO

THIS RESOLUTION IS IS NOT
DECLARED 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 5, 2009. **Be it enacted** by the Town Board of the Town of Riverhead as follows:

**ARTICLE LV
Business CR Zoning Use District (Rural Neighborhood Business)**

§108-296. Supplementary requirements guidelines.

~~The following design and parking requirements shall apply.~~

The design standards and parking standards listed in the provisions below (108-296 A. and B.) are intended as a guide or measure for improvements in parcels in this zoning district and the word "shall" recited in the provisions below, with the exception of 108-296 B.(1) which requires adherence to the parking schedule, is intended to obtain compliance with the provisions to the extent practicable as determined by the Board responsible for review.

B. Parking standards.

- ~~(6) Curb cuts, driveways, and garages shall meet the following dimensional regulations:~~
 - ~~(a) Curb cuts and driveways at the front property line leading to parking areas of 10 or fewer spaces shall not exceed 10 feet in width along any point.~~
 - ~~(b) Curb cuts and driveways at the front property line leading to parking areas of 11 or more spaces shall not exceed 14 feet in width at any point.~~
- (7) (6) Shared parking lots with cross-access agreements are encouraged so as to allow drivers to park in one lot and walk to other businesses without moving their cars, or to drive from one lot to another without returning to the street.
- (8) (7) In order to soften the appearance of parking lots, parking lots shall be landscaped with groundcover, grasses, or low shrubs for at least 15% of their land area.
- (9) (8) Parking lots with 21 or more spaces shall have "orchard" planting for shade: one tree per 10 off-street spaces. Such trees shall be spread throughout the parking lot, rather than clustered only along the edges.
- (10)(9) In order to provide recharge of the groundwater basin and minimize runoff, at least one of the following stormwater management techniques shall be used in parking lots where underlying soils support infiltration of precipitation to the groundwater:
 - (a) Entire parking areas shall be surfaced with gravel, rather than pavement.
 - (b) Where sanding and salting are not used in the winter, low-traffic or seasonal parking-overflow areas of the parking lot shall be surfaced with porous pavement or gravel.
 - (c) Landscaped areas of the parking lot shall be sited, planted, and graded in a manner to provide infiltration and detention of runoff from paved areas.

(11)(10) Large areas of surface parking shall be broken up by landscaped walkways connecting sidewalks and parking areas to business entrances, in order to create “parking fields” of no more than 250 spaces each.

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

Dated: Riverhead, New York
May 5, 2009

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD

DIANE M. WILHELM, Town Clerk

May 5, 2009

Adopted

TOWN OF RIVERHEAD

Resolution # 437

**ADOPTS A LOCAL LAW AMENDING CHAPTER 108 ENTITLED
"ZONING" OF THE RIVERHEAD TOWN CODE**
(Article LVI – Downtown Center 1: Office (DC-1) Zoning Use District)

COUNCILWOMAN BLASS

_____ offered the following resolution, which was seconded

by COUNCILMAN DUNLEAVY _____:

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

WHEREAS, a public hearing was held on the 21st day of April, 2009 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" 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.

WOOTEN YES NO

DUNLEAVY YES NO BLASS YES NO

CARDINALE YES NO

THIS RESOLUTION IS IS NOT
DECLARED 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 5, 2009. **Be it enacted** by the Town Board of the Town of Riverhead as follows:

ARTICLE LVI

Downtown Center 1: Main Street (DC-1) Zoning Use District

§108-300. Supplementary requirements guidelines.

~~The following design and parking requirements shall apply.~~

The design, buffer and parking standards listed in the provisions below (108-300 A. and B.) are intended as a guide or measure for improvements in parcels in this zoning district and the word "shall" recited in the provisions below, with the exception of 108-300 B.(1) which requires adherence to the parking schedule, is intended to obtain compliance with the provisions to the extent practicable as determined by the Board responsible for review.

B. Parking standards.

- ~~(7) Curb cuts, driveways, and garages shall meet the following dimensional regulations:~~
 - ~~(a) Curb cuts and driveways at the front property line leading to parking areas of 10 or fewer spaces shall not exceed 10 feet in width along any point.~~
 - ~~(b) Curb cuts and driveways at the front property line leading to parking areas of 11 or more spaces shall not exceed 14 feet in width at any point.~~
 - ~~(c) The maximum width of garage entryways facing a front street shall not exceed 18 feet.~~

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

Dated: Riverhead, New York
May 5, 2009

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD

DIANE M. WILHELM, Town Clerk

May 5, 2009

Adopted

TOWN OF RIVERHEAD

Resolution # 438

**ADOPTS A LOCAL LAW AMENDING CHAPTER 108 ENTITLED
"ZONING" OF THE RIVERHEAD TOWN CODE**
(Article LVII – Downtown Center 2: Office (DC-2) Zoning Use District)

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

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

WHEREAS, a public hearing was held on the 21st day of April, 2009 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" 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.

WOOTEN YES NO
DUNLEAVY YES NO BLASS YES NO
CARDINALE YES NO
THIS RESOLUTION IS IS NOT
DECLARED 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 5, 2009. **Be it enacted** by the Town Board of the Town of Riverhead as follows:

**ARTICLE LVII
Downtown Center 2: Waterfront (DC-2) Zoning Use District**

§108-304. Supplementary requirements guidelines.

The following design and parking requirements shall apply:

The design standards and parking standards listed in the provisions below (108-304 A. and B.) are intended as a guide or measure for improvements in parcels in this zoning district and the word "shall" recited in the provisions below, with the exception of 108-304 B.(1) which requires adherence to the parking schedule, is intended to obtain compliance with the provisions to the extent practicable as determined by the Board responsible for review.

B. Parking standards.

- (7) ~~Curb cuts, driveways, and garages shall meet the following dimensional regulations:~~
 - (a) ~~Curb cuts and driveways at the front property line leading to parking areas of 10 or fewer spaces shall not exceed 10 feet in width along any point.~~
 - (b) ~~Curb cuts and driveways at the front property line leading to parking areas of 11 or more spaces shall not exceed 14 feet in width at any point.~~
 - (c) ~~The maximum width of garage entryways facing a front street shall not exceed 18 feet.~~
- (8) (7) In order to soften the appearance of parking lots, parking lots shall be landscaped with ground cover, grasses or low shrubs for at least 15% of their land area. This landscaping requirement is in addition to the thirty-percent parcelwide landscaping mentioned above.
- (9) (8) In order to provide shade, parking lots with 21 or more spaces shall have "orchard" planting: one tree per 10 off-street spaces. Such trees shall be spread throughout the parking lot and along the edges.
- (10)(9) In order to provide recharge of the groundwater basin and minimize runoff into water bodies, at least one of the following stormwater management techniques shall be used in parking lots where underlying soils support infiltration of precipitation to the groundwater.
 - (a) Where sanding and salting are not used in the water, low-traffic or seasonal parking-overflow areas of the parking lot shall be surfaced with porous pavement or gravel.
 - (b) Landscaped areas of the parking lot shall be sited, planted, and graded in a manner to provide infiltration and detention of runoff from paved areas.

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

Dated: Riverhead, New York
May 5, 2009

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD

DIANE M. WILHELM, Town Clerk

Adopted

May 5, 2009

TOWN OF RIVERHEAD

Resolution # 439

ADOPTS A LOCAL LAW AMENDING CHAPTER 108 ENTITLED
"ZONING" OF THE RIVERHEAD TOWN CODE
(Article LVIII – Downtown Center 3: Office (DC-3) Zoning Use District)

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

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

WHEREAS, a public hearing was held on the 21st day of April, 2009 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" 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.

WOOTEN YES ___ NO
DUNLEAVY YES ___ NO BLASS YES ___ NO
CARDINALE YES ___ NO
THIS RESOLUTION IS ___ IS NOT
DECLARED 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 5, 2009. **Be it enacted** by the Town Board of the Town of Riverhead as follows:

**ARTICLE LVIII
Downtown Center 3: Office (DC-3) Zoning Use District**

§108-308. ~~Supplementary requirements~~ guidelines.

~~The following design and parking requirements shall apply.~~

The design standards and parking standards listed in the provisions below (108-308 A. and B.) are intended as a guide or measure for improvements in parcels in this zoning district and the word "shall" recited in the provisions below, with the exception of 108-308 B.(1) which requires adherence to the parking schedule, is intended to obtain compliance with the provisions to the extent practicable as determined by the Board responsible for review.

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

Dated: Riverhead, New York
May 5, 2009

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD

DIANE M. WILHELM, Town Clerk

May 5, 2009

Adopted

TOWN OF RIVERHEAD

Resolution # 440

**ADOPTS A LOCAL LAW AMENDING CHAPTER 108 ENTITLED
"ZONING" OF THE RIVERHEAD TOWN CODE**

(Article LIX – Downtown Center 4: Office/Residential Transition (DC-4) Zoning Use District)

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

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

WHEREAS, a public hearing was held on the 21st day of April, 2009 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" 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.

WOOTEN YES NO
DUNLEAVY YES NO BLASS YES NO
CARDINALE YES NO
THIS RESOLUTION IS IS NOT
DECLARED 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 5, 2009. **Be it enacted** by the Town Board of the Town of Riverhead as follows:

**ARTICLE LIX
Downtown Center 4: Office/Residential Transition (DC-4) Zoning Use District**

§108-312. ~~Supplementary requirements~~ guidelines.

~~The following design and parking requirements shall apply.~~

The design standards and parking standards listed in the provisions below (108-312 A. and B.) are intended as a guide or measure for improvements in parcels in this zoning district and the word "shall" recited in the provisions below, with the exception of 108-312 B.(1) which requires adherence to the parking schedule, is intended to obtain compliance with the provisions to the extent practicable as determined by the Board responsible for review.

B. Parking standards.

- ~~(7)~~ Curb cuts, driveways, and garages shall meet the following dimensional regulations:
 - ~~(a)~~ Curb cuts and driveways at the front property line leading to parking areas of 10 or fewer spaces shall not exceed 10 feet in width along any point.
 - ~~(b)~~ Curb cuts and driveways at the front property line leading to parking areas of 11 or more spaces shall not exceed 14 feet in width at any point.
 - ~~(c)~~ The maximum width of garage entryways facing a front street shall not exceed 18 feet.
- ~~(8)~~ (7) In order to soften the appearance of parking lots, parking lots shall be landscaped with ground cover, grasses or low shrubs for at least 15% of their land area.
- ~~(9)~~ (8) In order to provide shade, parking lots with 21 or more spaces shall have "orchard" planting: one tree per 10 off-street spaces. Such trees shall be spread throughout the parking lot and along the edges.
- ~~(10)~~ (9) In order to provide recharge of the groundwater basin and minimize runoff into water bodies, at least one of the following stormwater management techniques shall be used in parking lots where underlying soils support infiltration of precipitation to the groundwater:
 - (a) Where sanding and salting are not used in the winter, low-traffic or seasonal parking-overflow areas of the parking lot shall be surfaced with porous pavement or gravel.
 - (b) Landscaped areas of parking lots shall be planted, situated and graded in a manner to provide infiltration and detention of runoff from paved areas.

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

Dated: Riverhead, New York
May 5, 2009

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD

DIANE M. WILHELM, Town Clerk

May 5, 2009

Adopted

TOWN OF RIVERHEAD

Resolution # 441

**ADOPTS A LOCAL LAW AMENDING CHAPTER 108 ENTITLED
"ZONING" OF THE RIVERHEAD TOWN CODE**
(Article LX – Downtown Center 5: Residential (DC-5) Zoning Use District)

COUNCILMAN DUNLEAVY

offered the following resolution, which was seconded

by COUNCILMAN WOOTEN:

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

WHEREAS, a public hearing was held on the 21st day of April, 2009 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" 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.

WOOTEN YES NO

DUNLEAVY YES NO BLASS YES NO

CARDINALE YES NO

THIS RESOLUTION IS IS NOT
DECLARED 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 5, 2009. **Be it enacted** by the Town Board of the Town of Riverhead as follows:

ARTICLE LX

Downtown Center 5: Residential (DC-5) Zoning Use District

§108-316. Supplementary requirements guidelines.

~~The following design and parking requirements shall apply.~~

The design standards and parking standards listed in the provisions below (108-316 A. and B.) are intended as a guide or measure for improvements in parcels in this zoning district and the word "shall" recited in the provisions below, with the exception of 108-316 B.(1) which requires adherence to the parking schedule, is intended to obtain compliance with the provisions to the extent practicable as determined by the Board responsible for review.

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

Dated: Riverhead, New York
May 5, 2009

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD

DIANE M. WILHELM, Town Clerk

May 5, 2009

Adopted

TOWN OF RIVERHEAD

Resolution # 442

**ADOPTS A LOCAL LAW AMENDING CHAPTER 108 ENTITLED
"ZONING" OF THE RIVERHEAD TOWN CODE**
(Article LXI – Tourism/Resort Campus (TRC) Zoning Use District)

COUNCILMAN WOOTEN

_____ offered the following resolution, which was seconded

COUNCILWOMAN BLASS

by _____:

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

WHEREAS, a public hearing was held on the 21st day of April, 2009 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" 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.

WOOTEN YES NO

DUNLEAVY YES NO BLASS YES NO

CARDINALE YES NO

THIS RESOLUTION IS IS NOT
DECLARED 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 5, 2009. **Be it enacted** by the Town Board of the Town of Riverhead as follows:

**ARTICLE LXI
Tourism/Resort Campus (TRC) Zoning Use District**

§108-320. Supplementary ~~requirements~~ guidelines.

~~The following design and parking requirements shall apply.~~

The design, buffer and parking standards listed in the provisions below (108-320 A., B. and C.) are intended as a guide or measure for improvements in parcels in this zoning district and the word "shall" recited in the provisions below, with the exception of 108-320 C.(1) which requires adherence to the parking schedule, is intended to obtain compliance with the provisions to the extent practicable as determined by the Board responsible for review.

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

Dated: Riverhead, New York
May 5, 2009

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD

DIANE M. WILHELM, Town Clerk

Adopted

May 5, 2009

TOWN OF RIVERHEAD

Resolution # 443

**ADOPTS A LOCAL LAW AMENDING CHAPTER 108 ENTITLED
"ZONING" OF THE RIVERHEAD TOWN CODE
(Article XLVIII – Business Center (BC) Zoning Use District)**

COUNCILWOMAN BLASS

_____ offered the following resolution, which was seconded

by COUNCILMAN DUNLEAVY _____ :

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

WHEREAS, a public hearing was held on the 21st day of April, 2009 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" 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.

WOOTEN YES NO

DUNLEAVY YES NO BLASS YES NO

CARDINALE YES NO

THIS RESOLUTION IS IS NOT
DECLARED 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 5, 2009. **Be it enacted** by the Town Board of the Town of Riverhead as follows:

ZONING
ARTICLE XLVIII
Business Center (BC) Zoning Use District

§ 108-265. Purpose and intent.

The intent of the Business Center (BC) Zoning Use District is to encourage ~~small~~ single, freestanding roadside commercial uses, mainly along Route 58, between the existing Destination Retail Center (DRC) and Shopping Center (SC) Zoning Use Districts, with the employment of transferred development rights where appropriate.

§108-268. Supplementary requirements guidelines.

~~The following design and parking requirements shall apply:~~

The design standards and parking standards listed in the provisions below (108-268 A. and B.) are intended as a guide or measure for improvements in parcels in this zoning district and the word "shall" recited in the provisions below, with the exception of 108-268 B.(1) which requires adherence to the parking schedule, is intended to obtain compliance with the provisions to the extent practicable as determined by the Board responsible for review.

B. Parking standards.

- ~~(5) Curb cuts, driveways, and garages shall meet the following dimensional regulations;~~
 - ~~(a) Curb cuts and driveways at the front property line leading to parking areas of 10 or fewer spaces shall not exceed 10 feet in width along any point.~~
 - ~~(b) Curb cuts and driveways at the front property line leading to parking areas of 11 or more spaces shall not exceed 14 feet in width at any point.~~
 - ~~(c) The maximum width of garage entryways facing a front street shall not exceed 18 feet.~~
- ~~(6) (5) Shared parking lots with cross-access agreements are encouraged so as to allow drivers to park in one lot and walk to other businesses without moving their cars, or to drive from one lot to another without returning to the street.~~
- ~~(7) (6) Driveways shall be set back at least five feet from side property lines. However, driveways providing shared access to two or more properties are exempt from this standard.~~

- (8) (7) Where site grading and topography result in parking areas being located at higher elevation than and visible from the adjacent roadway, planted berms shall be used to screen the view of automobiles from public roadways.
- (9) (8) In order to provide shade, parking lots with 21 or more spaces shall have "orchard" planting: one tree per 10 off-street spaces. Such trees shall be spread throughout the parking lot, rather than clustered only along the edges.
- (10) (9) In order to soften the appearance of parking lots, parking lots shall be landscaped with ground cover, grasses, or low shrubs for at least 10% of their land area. This landscaping requirement is in addition to the 5% parcel-wide landscaping mentioned above.
- (11)(10) In order to provide recharge of the groundwater basin and minimize runoff into water bodies, at least one of the following stormwater management techniques shall be used in parking lots where underlying soils support infiltration of precipitation to the groundwater:
- (a) Where sanding and salting are not used in the winter, low-traffic or seasonal parking-overflow areas of the parking lot shall be surfaced with porous pavement or gravel.
 - (b) Landscaped areas of the parking lot shall be sited, planted, and graded in a manner to provide infiltration and detention of runoff from paved areas.

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

Dated: Riverhead, New York
May 5, 2009

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD

DIANE M. WILHELM, Town Clerk

May 5, 2009

TOWN OF RIVERHEAD

Resolution # 444

**ADOPTS A LOCAL LAW AMENDING CHAPTER 108 ENTITLED
"ZONING" OF THE RIVERHEAD TOWN CODE**
(Article XLIX – Commercial/Residential Campus (CRC) Zoning Use District)

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

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

WHEREAS, a public hearing was held on the 21st day of April, 2009 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" 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.

WOOTEN YES NO
DUNLEAVY YES NO BLASS YES NO
CARDINALE YES NO
THIS RESOLUTION IS IS NOT
DECLARED 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 5, 2009. **Be it enacted** by the Town Board of the Town of Riverhead as follows:

**ARTICLE XLIX
Commercial/Residential Campus (CRC) Zoning Use District**

§108-272. ~~Supplementary requirements~~ guidelines.

~~The following design and parking requirements shall apply:~~

The design standards and parking standards listed in the provisions below (108-272 A. and B.) are intended as a guide or measure for improvements in parcels in this zoning district and the word "shall" recited in the provisions below, with the exception of 108-272 B.(1) which requires adherence to the parking schedule, is intended to obtain compliance with the provisions to the extent practicable as determined by the Board responsible for review.

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

Dated: Riverhead, New York
May 5, 2009

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD

DIANE M. WILHELM, Town Clerk

May 5, 2009

Adopted

TOWN OF RIVERHEAD

Resolution # 445

**ADOPTS A LOCAL LAW AMENDING CHAPTER 108 ENTITLED
"ZONING" OF THE RIVERHEAD TOWN CODE**

(Article XLVI – Destination Retail Center (DRC) Zoning Use District)

COUNCILMAN WOOTEN

_____ offered the following resolution, which was seconded

COUNCILWOMAN BLASS

by _____:

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

WHEREAS, a public hearing was held on the 21st day of April, 2009 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" 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.

WOOTEN YES NO

DUNLEAVY YES NO BLASS YES NO

CARDINALE YES NO

THIS RESOLUTION IS IS NOT
DECLARED 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 5, 2009. **Be it enacted** by the Town Board of the Town of Riverhead as follows:

**ARTICLE XLVI
Destination Retail Center (DRC) Zoning Use District**

§108-260. ~~Supplementary requirements~~ guidelines.

~~The following design and parking requirements shall apply.~~

The design, buffer and parking standards listed in the provisions below (108-260 A., B. and C.) are intended as a guide or measure for improvements in parcels in this zoning district and the word "shall" recited in the provisions below, with the exception of 108-260 C.(1) which requires adherence to the parking schedule, is intended to obtain compliance with the provisions to the extent practicable as determined by the Board responsible for review.

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

Dated: Riverhead, New York
May 5, 2009

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD

DIANE M. WILHELM, Town Clerk

May 5, 2009

Adopted

TOWN OF RIVERHEAD

Resolution # 446

**ADOPTS A LOCAL LAW AMENDING CHAPTER 108 ENTITLED
"ZONING" OF THE RIVERHEAD TOWN CODE
(Article XXXVII – Riverfront Corridor (RFC) Zoning Use District)**

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

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

WHEREAS, a public hearing was held on the 21st day of April, 2009 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" 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.

WOOTEN YES NO

DUNLEAVY YES NO BLASS YES NO

CARDINALE YES NO

THIS RESOLUTION IS IS NOT
DECLARED 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 5, 2009. **Be it enacted** by the Town Board of the Town of Riverhead as follows:

**ARTICLE XXXVII
Riverfront Corridor (RFC) Zoning Use District**

§108-190. Supplementary requirements guidelines.

~~The following design and parking requirements shall apply:~~

The design, buffer, and parking standards listed in the provisions below (108-190 A., B. and C.) are intended as a guide or measure for improvements in parcels in this zoning district and the word "shall" recited in the provisions below, with the exception of 108-190 C.(1) which requires adherence to the parking schedule, is intended to obtain compliance with the provisions to the extent practicable as determined by the Board responsible for review.

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

Dated: Riverhead, New York
May 5, 2009

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD

DIANE M. WILHELM, Town Clerk

May 5, 2009

Adopted

TOWN OF RIVERHEAD

Resolution # 447

**ADOPTS A LOCAL LAW AMENDING CHAPTER 108 ENTITLED
"ZONING" OF THE RIVERHEAD TOWN CODE
(Article XLVII – Shopping Center (SC) Zoning Use District)**

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

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

WHEREAS, a public hearing was held on the 21st day of April, 2009 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" 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.

WOOTEN YES NO
DUNLEAVY YES NO BLASS YES NO
CARDINALE YES NO
THIS RESOLUTION IS IS NOT
DECLARED 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 5, 2009. **Be it enacted** by the Town Board of the Town of Riverhead as follows:

**ARTICLE XLVII
Shopping Center (SC) Zoning Use District**

§ 108-264. Supplementary ~~requirements~~ guidelines.

~~The following design and parking requirements shall apply:~~

The design standards and parking standards listed in the provisions below (108-264 A. and B.) are intended as a guide or measure for improvements in parcels in this zoning district and the word "shall" recited in the provisions below, with the exception of 108-264 B.(1) which requires adherence to the parking schedule, is intended to obtain compliance with the provisions to the extent practicable as determined by the Board responsible for review.

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

Dated: Riverhead, New York
May 5, 2009

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD

DIANE M. WILHELM, Town Clerk

May 5, 2009

Adopted

TOWN OF RIVERHEAD

Resolution # 448

AUTHORIZATION TO PUBLISH ADVERTISEMENT FOR SNACK VENDOR SERVICES FOR THE TOWN OF RIVERHEAD

COUNCILMAN WOOTEN offered the following resolution,

which was seconded by COUNCILWOMAN BLASS

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

BE IT RESOLVED, the Town Clerk is hereby authorized to publish and post the following public notice in the May 14, 2009 issue of the News Review and;

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

THE VOTE

Wooten Yes No

Dunleavy Yes No

Blass Yes No

Cardinale Yes No

The Resolution Was Was Not
Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD
NOTICE TO BIDDERS**

Sealed bids for **2009-2010 SNACK VENDOR SERVICES FOR the Town of Riverhead for each of the following locations**: Wading River Beach, Reeves Beach, and Stotzky Park will be received by the Town Clerk of the Town of Riverhead at Town Hall, 200 Howell Avenue, Riverhead, New York, 11901, until **11:05 a.m. on MAY 22, 2009.**
(Individual or all locations may be bid on.)

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

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 2009-2010 SNACK VENDOR SERVICES.**

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD

Diane M. Wilhelm, Town Clerk

May 5, 2009

TOWN OF RIVERHEAD

Adopted

Resolution # 449

OFFERS SUPPORT TO NEW YORK STATE LEGISLATURE TO AMEND THE TOWN LAW IN RELATION TO REQUIRING THAT ANY LOCAL LAW OR AMENDMENT TO A LOCAL LAW RELATING TO PECONIC BAY COMMUNITY PRESERVATION FUNDS SHALL BE SUBJECT TO A MANDATORY REFERENDUM

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

WHEREAS, there is currently an act to amend Town Law §64-e which would require that any local law or amendment to a local law relating to Peconic Bay Community Preservation Funds shall be subject to a mandatory referendum pursuant to §23 of the Municipal Home Rule Law; and

WHEREAS, a Home Rule Request has been received by the Town of Riverhead in support of the above captioned legislation; and

WHEREAS, the proposed legislation would protect and provide opportunity for the community to express and participate on matters affecting the community preservation funds. Since the establishment of the Peconic Bay Community Preservation Fund, more than a half billion dollars have been raised to support preservation efforts on the East End of Long Island and as such it is important that any effort to modify the laws affecting the fund do not weaken the fund or the preservation goals for which the fund was created.

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby supports this initiative, approves the Home Rule Request in furtherance of Senate Bill S.3662/A.7278, attached herewith, and pursuant to Article IX of the State Constitution and the Municipal Home Rule Law, hereby requests that the New York State Legislature enact said legislation; and be it further

RESOLVED, that the Town Supervisor is requested to execute and have certified the attached Home Rule Request forms; and be it further

RESOLVED, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to Senator Kenneth P. LaValle, 325 Middle Country Road, Suite #4, Selden, NY 11784; the Office of the Supervisor; the Office of the Town Attorney and all such other appropriate agencies.

WOOTEN YES NO

DUNLEAVY YES NO BLASS YES NO

CARDINALE YES NO

THIS RESOLUTION IS IS NOT
DECLARED DULY ADOPTED

BILL TEXT:

STATE OF NEW YORK

S. 3662

A. 7278

2009-2010 Regular Sessions

SENATE - ASSEMBLY

March 27, 2009

IN SENATE -- Introduced by Sen. LAVALLE -- read twice and ordered printed, and when printed to be committed to the Committee on Local Government

IN ASSEMBLY -- Introduced by M. of A. THIELE -- read once and referred to the Committee on Local Governments

AN ACT to amend the town law, in relation to requiring that any local law or amendment to a local law relating to Peconic Bay community preservation funds shall be subject to a mandatory referendum pursuant to the municipal home rule law

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

- 1 Section 1. Section 64-e of the town law is amended by adding a new
- 2 subdivision 14 to read as follows:
- 3 14. Any local law or amendment to a local law, enacted pursuant to the
- 4 provisions of this section, shall be subject to a mandatory referendum
- 5 pursuant to section twenty-three of the municipal home rule law.
- 6 § 2. This act shall take effect immediately.

EXPLANATION--Matter in italics (underscored) is new; matter in brackets [-] is old law to be omitted.

LBD03924-01-9

May 5, 2009

TOWN OF RIVERHEAD

Adopted

Resolution # 450

**RESOLUTION TO RESCIND RESOLUTION #1036 AND REFER
THE TRANSFER OF PUBLIC SAFETY DISPATCH FUNCTION
TO THE VOTERS BY PUBLIC REFERENDUM**

~~COUNCILMAN DUNLEAVY~~

_____ offered the following resolution, was seconded
by

~~COUNCILMAN WOOTEN~~

WHEREAS, the Town of Riverhead, faced with financial constraints plaguing many similarly situated towns and villages in the current economy, investigated and gave serious consideration to the duplication of costs and services performed by the Town and County for the function of public safety dispatch function, cost effectiveness of transfer of public dispatch function to the County, and economic effect on the residents of the Town of Riverhead; and

WHEREAS, the Town Board, by Resolution # 1036 adopted on November 20, 2008, authorized the transfer of function of the Public Safety Dispatchers from the Town of Riverhead to the County of Suffolk on June 30, 2009; and

WHEREAS, in contemplation of and in conjunction with the transfer of function of the Public Safety Dispatchers, the Town Board modified and approved a budget that removed salaries and expenses related to the public safety dispatch functions; and

WHEREAS, prior to adoption of Resolution #1036, the Town Board afforded all citizens an opportunity to voice opinions related to the contemplated transfer of function; and

WHEREAS, after adoption of Resolution #1036 to the present, the Town Board has continued to receive comments for and against the transfer of functions and comments identifying issues related to costs to the taxpayer to retain the services, costs related to the transfer of function, and benefits that may be associated with the performance of the function by individuals and departments familiar with the local geography and citizenry; and

WHEREAS, the Town Board deems it in the best interests of the residents of the Town of Riverhead to rescind Resolution #1036 and afford all residents of the Town of Riverhead the opportunity to express their view by vote on a public referendum at the next general election as to whether to fund through the collection of tax dollars the

public safety dispatchers as a function of the Town of Riverhead;

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby rescinds Resolution #1036 and agrees to fund the function of public safety dispatch function until vote on a public referendum at the next general election said referendum to determine if the Town shall fund through the collection of tax dollars the public safety dispatchers as a function of the Town of Riverhead; and

BE IT FURTHER RESOLVED, that the Town Board directs the Town Clerk to publish and post as may be required to effectuate a public referendum to be placed on the ballot on November 3, 2009 reciting that "Should the Town of Riverhead add the sum of \$950,000.00 to the 2010 Town Budget and succeeding Town Budgets, through the collection of taxes from Riverhead taxpayers, to retain the Town of Riverhead safety dispatch function, a function for which Suffolk County taxes Riverhead taxpayers and is legally required to provide based upon the taxation of Riverhead taxpayers?"

WOOTEN YES ___ NO DUNLEAVY YES ___ NO

BLASS YES ___ NO

CARDINALE YES ___ NO

THIS RESOLUTION IS ___ IS NOT
DECLARED DULY ADOPTED

Adopted

RESOLUTION # <u>451</u> ABSTRACT #09-16 May 5, 2009 (TBM 05/5/09)				
Councilman Wooten offered the following Resolution which was seconded by				
Councilwoman Blass				
FUND NAME			CHECKRUN TOTALS	GRAND TOTALS
GENERAL FUND	1		928,813.51	928,813.51
POLICE ATHLETIC LEAGUE	4		75.00	75.00
RECREATION PROGRAM FUND	6		3,951.78	3,951.78
CHILD CARE CENTER BUILDING FUN	9		160.00	160.00
TOWN BOARD SPECIAL PROGRAM FUN	24		1,045.81	1,045.81
ECONOMIC DEVELOPMENT ZONE FUND	30		3,157.74	3,157.74
HIGHWAY FUND	111		95,592.32	95,592.32
WATER DISTRICT	112		81,511.70	81,511.70
RIVERHEAD SEWER DISTRICT	114		77,579.92	77,579.92
REFUSE & GARBAGE COLLECTION DI	115		5,941.31	5,941.31
STREET LIGHTING DISTRICT	116		8,996.26	8,996.26
PUBLIC PARKING DISTRICT	117		909.50	909.50
BUSINESS IMPROVEMENT DISTRICT	118		1,002.42	1,002.42
AMBULANCE DISTRICT	120		1,216.02	1,216.02
EAST CREEK DOCKING FACILITY FU	122		8,288.75	8,288.75
CALVERTON SEWER DISTRICT	124		9,027.59	9,027.59
RIVERHEAD SCAVANGER WASTE DIST	128		22,055.87	22,055.87
WORKERS' COMPENSATION FUND	173		11,972.68	11,972.68
RISK RETENTION FUND	175		10,497.24	10,497.24
CDBG CONSORTIUM ACOUNT	181		609.17	609.17
TOWN HALL CAPITAL PROJECTS	406		68,591.33	68,591.33
CALVERTON SEWER CAPITAL PROJEC	424		2,240.29	2,240.29
YOUTH SERVICES CAP PROJECT	452		173.12	173.12
SENIORS HELP SENIORS CAP PROJE	453		2,740.94	2,740.94
TRUST & AGENCY	735		1,319,987.30	1,319,987.30
COMMUNITY PRESERVATION FUND	737		3,782.90	3,782.90

RESOLUTION # <u>451</u> ABSTRACT #09-17 April 30, 2009 (TBM 05/5/09)				
Councilman Wooten offered the following Resolution which was seconded by				
Councilwoman Blass				
FUND NAME			CHECKRUN TOTALS	GRAND TOTALS
GENERAL FUND	1		69,543.18	69,543.18
RECREATION PROGRAM FUND	6		1,972.68	1,972.68
YOUTH COURT SCHOLARSHIP FUND	25		1,700.00	1,700.00
HIGHWAY FUND	111		48,974.43	48,974.43
WATER DISTRICT	112		10,257.41	10,257.41
RIVERHEAD SEWER DISTRICT	114		40,439.27	40,439.27
REFUSE & GARBAGE COLLECTION DI	115		409.87	409.87
STREET LIGHTING DISTRICT	116		1,698.24	1,698.24
PUBLIC PARKING DISTRICT	117		322.49	322.49
BUSINESS IMPROVEMENT DISTRICT	118		5,049.95	5,049.95
AMBULANCE DISTRICT	120		4,517.49	4,517.49
EAST CREEK DOCKING FACILITY FU	122		441.15	441.15
CALVERTON SEWER DISTRICT	124		1,581.12	1,581.12
RIVERHEAD SCAVANGER WASTE DIST	128		3,409.60	3,409.60
WORKERS' COMPENSATION FUND	173		8,115.91	8,115.91
RISK RETENTION FUND	175		113.44	113.44
TOWN HALL CAPITAL PROJECTS	406		23,107.89	23,107.89
RIVERHEAD SEWER CAPITAL PROJEC	414		16,803.05	16,803.05
SENIORS HELP SENIORS CAP PROJE	453		28.46	28.46
TRUST & AGENCY	735		250,000.00	250,000.00
SPECIAL TRUST	736		93,044.00	93,044.00
COMMUNITY PRESERVATION FUND	737		7,406.20	7,406.20
TOTAL ALL FUNDS			588,935.83	588,935.83

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