

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

JULY 17th, 2007

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

**Barbara Blass, Councilwoman
John Dunleavy, Councilman**

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

ELECTED OFFICIALS

**Laverne Tennenberg
Paul Leszczynski
Mason E. Haas
Mark Kwasna
Maryann Wowak Heilbrunn
Richard Ehlers
Allen M. Smith**

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

DEPARTMENT HEADS

**William Rothaar (Financial Administrator)
Leroy E. Barnes, Jr.
Andrea Lohneiss
Ken Testa
Richard Hanley
Chief David Hegermiller
Ray Coyne
Judy Doll
John Reeve
Michael Reichel
Gary Pendzick**

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

PUBLIC COMMENT ON ANY RESOLUTIONS LISTED BELOW:
COMMUNITY DEVELOPMENT AGENCY MEETING:

- #10 Authorizes the Supervisor to Execute a License Agreement with Eastern Long Island Audubon Society, Inc.

REGULAR TOWN BOARD MEETING:

- #687 Route 58 Hotel Plaza-Hilton Garden Inn-Budget Adoption
- #688 Authorization to Junk Fixed Assets
- #689 Amends Appointment of a Fill-In Bus Driver to the Recreation Department
- #690 Appoints Member to the Town of Riverhead Industrial Development Agency
- #691 Approves Extension of Security Posted by Richard Olivo in Connection with the Subdivision Entitled, "Shade Tree Acres-Section 2" (Road and Drainage Improvements)
- #692 Accepts Donation of \$5,000 for Upgrade of Chime Clock System at George Young Community Center
- #693 Authorization to Publish Advertisement for Landscaping Items for the Town of Riverhead
- #694 Authorizes Legal Action Against the Owners, Tenants, Occupants and Mortgagee of the Property Located at 216 Hamilton Avenue, Riverhead, NY
- #695 Authorizes the Town Clerk to Publish and Post a Notice to Bidders for Large Quantity Asphalt Replacement
- #696 Authorizes the Release of a Bond for Z & L Properties, LLC

- #697 Approves Chapter 90 Application of Old Steeple Community Church
- #698 Approves Chapter 90 Application of Word of Life Ministries of Riverhead (Church Related Street Fair)
- #699 Accepts irrevocable Letter of Credit of Rugby Recreational Group, LLC (a/k/a Baiting Hollow Country Club)
- #700 Authorizes the Town Clerk to Advertise for Bids for Truck Body Repair Parts
- #701 Rescinds Resolution #674-2007 (Approves Chapter 90 Application of Timothy Hill Children's Ranch (Christian Concert))
- #702 Authorizes the Supervisor to Execute an Agreement with New Age Builders, Inc.
- #703 Adopts a Local Law Amending Chapter 86, Rental Dwelling Units, §86-6 Entitled, "Fees" of the Riverhead Town Code
- #704 Authorizes the Supervisor to Execute a Grant Agreement with American River for Funds to Support the Town of Riverhead Upper Mills Fish Passage Engineering Design Study
- #705 Authorizes the Supervisor to Execute a Grant Agreement with New York Department of State for Funds to Support the Riverhead Downtown Redevelopment Consensus Initiative
- #706 Order Calling Public Hearing-RSD-Lateral Water Main-Rte 58 Hotel Plaza
- #707 Authorizes Town Clerk to Publish and Post Public Notice to Consider the Purchase of Development Rights of a Parcel Located in the Town of Riverhead (purported owner: Richard Manzi, Trustee, Robert G. Manzi, Jr. Irrevocable Trust)

- #708 Authorizes Town Clerk to Publish and Post Public Notice to Consider the Purchase of Development Rights of a Parcel Located in the Town of Riverhead (purported owner: Joseph B. Sieminski Trust, Estate of Stephanie L. Sieminski)
- #709 Authorizes Town Clerk to Publish and Post Public Notice to Consider the Purchase of Development Rights of a Parcel Located in the Town of Riverhead (purported owner: Shoreline Development Corp. c/o Peter Schembri)
- #710 Authorizes the Issuance of Overnight Docking Vouchers
- #711 Authorizes Town Clerk to Republish and Repost Public Notice to Consider the Purchase of Development Rights of a Parcel located in the Town of Riverhead (purported owners: John Bell and Raymond Bell)
- #712 Authorizes Town Clerk to Publish and Post Public Notice to Consider the Purchase of Development Rights of a Parcel Located in the Town of Riverhead (purported owner: Walter Hodun and Edmond Hodun, Jr.)
- #713 Authorizes Town Clerk to Publish and Post Public Notice to Consider the Purchase of Development Rights of a Parcel Located in the Town of Riverhead (purported owner: 353 Manor Lane, LLC a/k/a Totino)
- #714 Pays Bills

07/17/07

Adopted

TOWN OF RIVERHEAD
COMMUNITY DEVELOPMENT AGENCY
Resolution # 10

**AUTHORIZES THE SUPERVISOR TO EXECUTE AN LICENSE AGREEMENT WITH
EASTERN LONG ISLAND AUDUBON SOCIETY, INC.**

COUNCILWOMAN BLASS offered the following resolution, was seconded by

COUNCILMAN BARTUNEK :

WHEREAS, the Eastern Long Island Audubon Society, Inc. wishes to enter onto the EPCAL property for the purposes of observing bird populations at the site in a location not previously authorized and the Town wishes to allow the activity proposed by the Audubon Society,

NOW, THEREFORE BE IT HEREBY RESOLVED, that the Chairman is hereby authorized to execute a license agreement which is substantially in the form attached hereto, and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a certified copy of this resolution to the Eastern Long Island Audubon Society, P.O. Box 206, East Quogue, New York, 11942; the Office of Accounting; the Community Development Agency and the Office of the Town Attorney.

THE VOTE
Dunleavy yes ___ no ___ Bartunek yes ___ no ___
Blass yes ___ no ___ Densieski yes ___ no ___
Cardinale yes ___ no ___
THE RESOLUTION WAS ___ WAS NOT
THEREFORE DULY ADOPTED

LICENSE AGREEMENT

This License Agreement ("hereinafter License"), made as of the day of _____, 2007, by and between the Town of Riverhead Community Development Agency ("Licensor") with offices located at 200 Howell Avenue, Riverhead, New York and the Eastern Long Island Audubon Society, Inc. ("Licensee"), a not-for-profit corporation, having an address of Post Office Box 206, East Quogue, NY 11942.

WITNESSETH

WHEREAS, the Licensee wishes to utilize a portion of the Town of Riverhead Community Development Agency property known as EPCAL, located at Calverton, New York, for the purposes of monitoring, counting and documenting birds; and

WHEREAS, the Town of Riverhead Community Development Agency wishes to grant the Licensee the right to utilize a portion of said property as described in Schedule A attached hereto; and

WHEREAS, it is agreed and understood that access granted herein is limited to that described in Schedule A; and

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

1. Licensing. Upon the terms and conditions hereinafter set forth, Licensor hereby licenses to Licensee the right to use the property

owned by the Town of Riverhead Community Development Agency, known as EPCAL, located in Calverton, New York (hereinafter referred to as the "Licensed Premises").

2. Term of the License. The term of this License (the "term") shall be for a period of two weeks commencing on July 18, 2007 and ending on July 31, 2007. However, said term may be terminated at any time at the option of the Licensor upon thirty (30) days notice in writing to the Licensee.

4. Condition of the Licensed Premises. The Licensee is familiar with the Licensed Premises, has examined same, and except as explicitly hereinafter provided, the Licensee agrees to accept the Licensed Premises in its "as is" condition without reliance upon any representations or warranties of or made by the Licensor. Specifically, licensee is familiar with the fact that the subject premises is adjacent to an active runway which is utilized by aircraft on a regular basis by individuals holding runway use agreements with the Town of Riverhead Community Development Agency. It is the responsibility of the licensee to obtain information on incoming or outgoing flights so as to minimize the potential for accidents.

5. Insurance and Indemnification: The Licensee will be responsible for providing comprehensive general liability insurance in the amount of not less than \$2,000,000 with a company or companies reasonably satisfactory to the Licensor for the term of this License

Agreement. The Licensee will provide certificates of the foregoing insurance, showing the Town of Riverhead and the Riverhead Community Development Agency as "Additional Insured" to the extent of their interest. Finally, Licensee agrees to indemnify and hold the Riverhead Community Development Agency, the Town of Riverhead and their respective officers, employees, agents, representatives and officials harmless from any and all loss or liability associated with its use of the Licensed Premises and related activities described herein, including liability for damages to property or for injuries or death to persons which may arise from, or be attributable or incident to the use by the Licensee and its employees, agents, representatives and concessionaires of the Licensed Premises, excepting liability solely caused by the gross negligence of the Riverhead Community Development Agency, the Town of Riverhead or its employees, agents or representatives. Without limiting the generality of the foregoing, the Licensee agrees to indemnify and hold the Riverhead Community Development Agency, and the Town of Riverhead harmless from any lien claimed or asserted for labor, materials or services furnished to the Licensee in connection with the use of the Licensed Premises. With respect to any suit or claim by the Riverhead Community Development Agency or the Town of Riverhead, whether under this indemnification provision or otherwise, the Licensee, for itself, its agents, employees and representatives, hereby expressly waives any defense which might preclude or limit either enforcement of

this indemnification clause or any reasonable attorney's fees incurred by the Riverhead Community Development Agency or the Town of Riverhead securing compliance with the provision of this indemnification agreement. The Licensee will work with the Town of Riverhead to ensure adequate coverage of all property and liability with all concerned entities being named as "Additional Insured".

6. License Fee. In consideration of the type of work the Licensee intends to conduct at the Licensed Premises, the Licensor agrees to waive the license fee for the use of the Licensed Premises.

7. Use of Licensed Premises. Licensee agrees to utilize the Licensed Premises between the hours of 8:00 a.m. and 12:30 p.m. for the purposes of observing, monitoring and documenting birds in the licensed area.

8. Repair, Maintenance and Inventory of License Premises.

a) The Licensee, at its sole expense, agrees to maintain the Licensed Premises free of trash and debris and to return the premises back to its original condition following completion of the license term.

b) The Licensee shall not alter the Licensed Premises without the prior permission of the Licensor.

9. Assignment. Notwithstanding anything to the contrary contained in this License Agreement, the Licensee shall not assign this license, the use of the Licensed Premises, in whole or in part, or permit the Licensee's interest to be vested in any other party other than the

Licensee by operation of law or otherwise without the expressed written consent of the Licensor. A transfer of more than fifty (50%) percent at any one time, or in the aggregate from time to time, of the stock, partnership or other ownership interests of the Licensee, directly or indirectly, shall be deemed to be an assignment of this License Agreement.

10. Indemnity: The Licensee shall indemnify and hold the Licensor harmless from and against any and all claims, actions, liabilities, losses (including, without limitation, consequential and special damages), costs and expenses (including, without limitation, court costs and reasonable attorney fees and expenses), arising from or in connection with the use of the Licensed Premises.

11. Notices: Any notices to be given under this License Agreement shall be in writing and shall be sent by registered or certified mail, return receipt requested. If such notice is directed to the Licensor, it shall be addressed to the attention of the Riverhead Town Supervisor and the Office of the Riverhead Town Attorney located at 200 Howell Avenue, Riverhead, New York. If such notice is directed to the Licensee, it shall be addressed to Eileen Schwinn at Post Office Box 206 East Quogue, New York 11942.

12. Merger: All prior understandings and agreements between the parties with respect to the subject matter hereof are merged within this License Agreement, which alone, fully and completely sets forth the

understanding of the parties with respect to the subject matter hereof. This License Agreement may not be changed or terminated orally, or in any manner, other than in writing signed by the party against whom enforcement is sought.

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

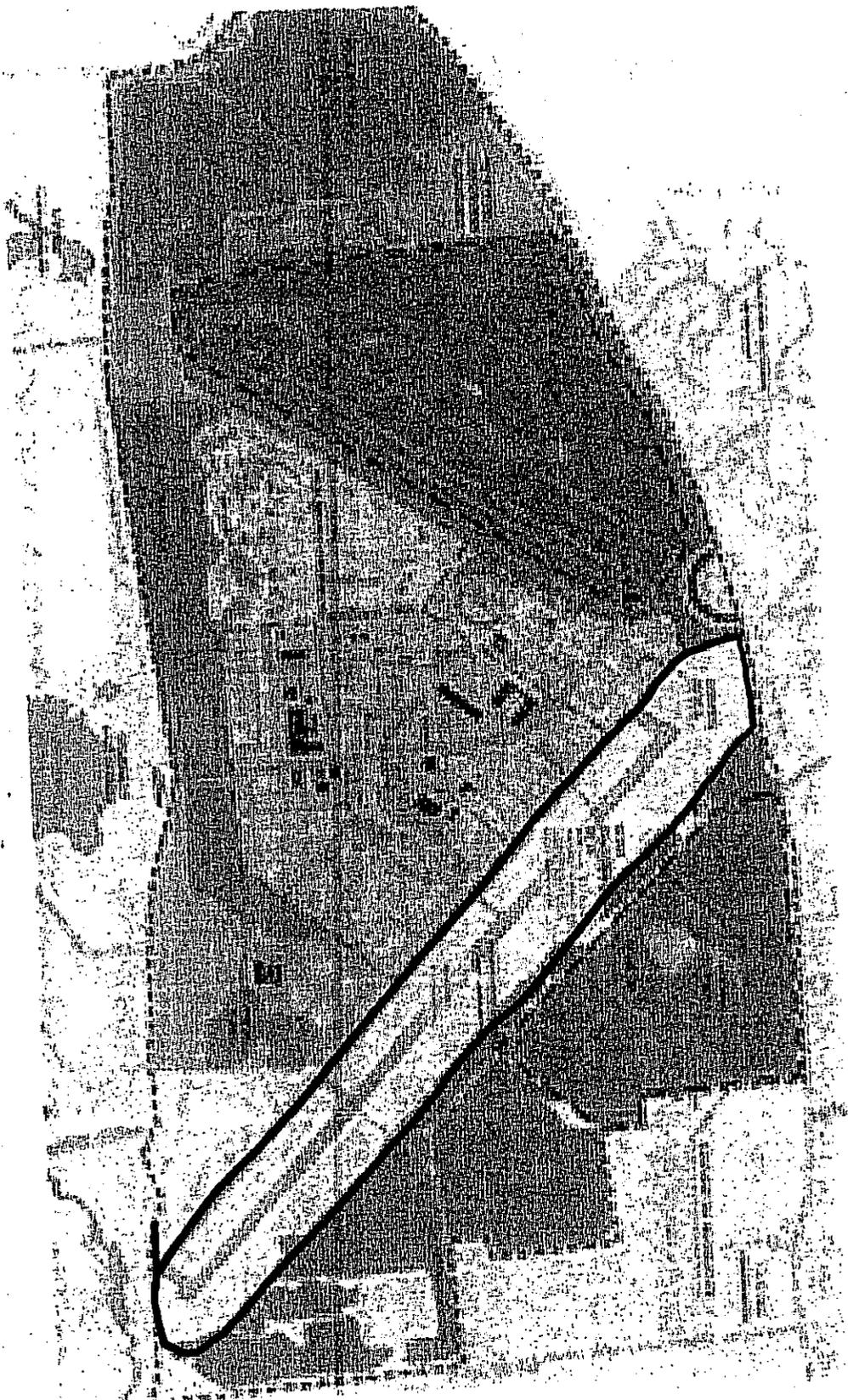
IN WITNESS WHEREOF, the Licensor and Licensee do hereby execute this License Agreement as of the date and year first above written.

TOWN OF RIVERHEAD COMMUNITY DEVELOPMENT AGENCY

By: _____

EASTERN LONG ISLAND AUDUBON SOCIETY, INC.

By: _____



July 17, 2007

Adopted

TOWN OF RIVERHEAD

ROUTE 58 HOTEL PLAZA - HILTON GARDEN INN

BUDGET ADOPTION

RESOLUTION # 687

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

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

	<u>FROM</u>	<u>TO</u>
406.092705.421050.20026 Developer Fees	\$770,000	
406.081300.523012.20026 Construction		\$590,000
406.081300.543504.20026 Engineering Fee		\$130,000
406.081300.547900.20026 Contingency		\$50,000

THE VOTE

Dunleavy Yes No Bartunek Yes No
 Blass Yes No Densieski Yes No
 Cardinale Yes No

TOWN OF RIVERHEAD

Adopted

AUTHORIZATION TO JUNK FIXED ASSETS

RESOLUTION # 688

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

WHEREAS, after careful consideration, the Accounting Department has made a recommendation that this equipment has no residual value and should be junked and taken off the inventory listing. The Accounting Department hereby requests that the Town Board excess this property so that it may be removed from the records.

NOW, THEREFORE BE IT RESOLVED that the Accounting Department is hereby authorized to discard the following items:

<u>Tag #</u>	<u>Description</u>
	SQL Server
Soft#130	Sftwr
25077	Mouse
25876	Mouse
24651	990CSE inkjet
24920	825c inkjet
23663	24 port hub
25266	modem
25955	Keyboard
22954	KB
22950	Spkr
22951	Spkr
22952	Spkr
22953	CPU
22956	Monitor
26963	Monitor
25862	Monitor
26305	6127 Inkjet
25637	UPS
26184	Mouse
20569	9600 Modem
22230	Int. Modem

THE VOTE

Dunleavy Yes No

Bartunek Yes No

Blass Yes No

Densieski Yes No

Cardinale Yes No

7/17/07

Adopted

TOWN OF RIVERHEAD

Resolution # 689

AMENDS APPOINTMENT OF A FILL-IN BUS DRIVER
TO THE RIVERHEAD RECREATION DEPARTMENT

COUNCILMAN DUNLEAVY

offered the following resolution,

which was seconded by COUNCILMAN BARTUNEK

WHEREAS, Resolution #649 was adopted on July 3, 2007 appointing Douglas Dewling as a Fill-in Bus Driver the Riverhead Recreation Department which stated: Douglas Dewling is hereby appointed to serve as a Fill-in Bus Driver to the Riverhead Recreation Department, to be paid at the rate of \$12.00 per hour, effective July 5, 2007 to and including August 17, 2007 and to serve as needed on an at will basis and to serve at the pleasure of the Town Board.

NOW THEREFORE, BE IT RESOLVED, Resolution #649 was adopted on July 3, 2007 appointing Douglas Dewling as a Fill-in Bus Driver the Riverhead Recreation Department be changed to read: Douglas Dewling is hereby appointed to serve as a Fill-in Bus Driver Level II to the Riverhead Recreation Department, to be paid at the rate of \$12.60 per hour, effective July 5, 2007 to and including August 17, 2007 and to serve as needed on an at will basis and to serve at the pleasure of the Town Board.

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

THE VOTE

Dunleavy yes ___ no Bartunek yes ___ no
 Blass ___ yes ___ no Densieski yes ___ no
 Cardinale yes ___ no

THE RESOLUTION WAS ___ WAS NOT
 THEREFORE DULY ADOPTED

¹ Rec. Doris/Amend bus Dewling

July 17, 2007

TOWN OF RIVERHEAD
RESOLUTION # 690

APPOINTS MEMBER TO THE TOWN OF RIVERHEAD INDUSTRIAL
DEVELOPMENT AGENCY

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

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 individual 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
Hank Boerner to fill the vacant position on the Town of Riverhead Industrial
Development Agency effective July 18, 2007.

BE IT FURTHER RESOLVED, that the Town Clerk be and is hereby
directed to forward a copy of this resolution to Hank Boerner, the members of
the Industrial Development Agency, the office of the Town Attorney, and the
Office of Accounting.

Z:/Trina

THE VOTE
Dunleavy yes ___ no Bartunek yes ___ no
Blass yes ___ no Densieski ___ yes no
Cardinale yes ___ no
THE RESOLUTION WAS ___ WAS NOT
THEREFORE DULY ADOPTED

7/17/07

Tabled

TOWN OF RIVERHEAD

Resolution # 691

APPROVES EXTENSION OF SECURITY POSTED BY RICHARD OLIVO IN CONNECTION WITH THE SUBDIVISION ENTITLED, "SHADE TREE ACRES- SECTION 2" (ROAD AND DRAINAGE IMPROVEMENTS)

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

WHEREAS, the Riverhead Town Board, by Resolution #1114 adopted on November 6, 2002, did accept security in the amount of \$190,000.00 representing road and drainage improvements to be completed in the subdivision entitled, "Shade Tree Acres - Section 2"; and

WHEREAS, by letter from Richard Olivo, Developer of "Shade Tree Acres", dated February 16, 2007, it has been requested that an extension be granted for the security posted representing the road and drainage improvements to be completed within the subdivision.

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby approves the extension of time for the 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 security posted representing the road and drainage improvements to be completed within the subdivision to July 17, 2008; and be it further

RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to Richard Olivo, 285 Route 25A, Rocky Point, New York, 11778; the Planning Board; the Planning Department; the Building Department; the Office of Accounting and the Town Attorney's Office.

Tabled

THE VOTE
Dunleavy yes ___ no ___ Bartunek yes ___ no ___
Blass yes ___ no ___ Densieski yes ___ no ___
Cardinale yes ___ no ___
THE RESOLUTION WAS WAS NOT
THEREFORE DULY ADOPTED

07/17/07

Adopted

TOWN OF RIVERHEAD

ACCEPTS DONATION OF \$5,000 FOR UPGRADE OF CHIME CLOCK SYSTEM AT GEORGE YOUNG COMMUNITY CENTER

RESOLUTION# 692

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

WHEREAS, the existing carillon chime clock system at George Young Community Center requires an upgrade to continue its useful life, and

WHEREAS, a local resident, who desires to remain anonymous, has generously donated \$5,000 to cover the bulk of the expense required for the upgrade,

NOW, THEREFORE, BE IT RESOLVED, that this \$5,000 donation is accepted with thanks to the anonymous donor; and be it further

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

THE VOTE

Dunleavy Yes No

Bartunek Yes No

Blass Yes No

Densieski Yes No

Cardinale Yes No

200 Howell Avenue

July 17, 2007

Adopted

TOWN OF RIVERHEAD

Resolution # 693

AUTHORIZATION TO PUBLISH ADVERTISEMENT FOR LANDSCAPING ITEMS FOR THE TOWN OF RIVERHEAD

COUNCILMAN DUNLEAVY offered the following resolution,

which was seconded by COUNCILMAN DENSIESKI

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

BE IT RESOLVED, the Town Clerk is hereby authorized to publish and post the following public notice in the JULY 26, 2007 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

Dunleavy Yes No

Bartunek Yes No

Blass Yes No

Densieski Yes No

Cardinale Yes No

The Resolution Was Was Not
Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD
NOTICE TO BIDDERS**

Sealed bids for the purchase of **LANDSCAPING ITEMS FOR THE TOWN OF RIVERHEAD** will be received by the Town Clerk of the Town of Riverhead at Town Hall, 200 Howell Avenue, Riverhead, New York, 11901, until **11:05 ON AUGUST 6, 2007.**

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

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

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

All bids are to be submitted to the Town Clerk's Office in a sealed envelope bearing the designation **BIDS FOR LANDSCAPING ITEMS FOR THE TOWN OF RIVERHEAD 2007-2008.**

07/17/07

Adopted

TOWN OF RIVERHEAD

Resolution # 694

AUTHORIZES LEGAL ACTION AGAINST THE OWNERS, TENANTS, OCCUPANTS AND MORTGAGEE OF THE PROPERTY LOCATED AT 216 HAMILTON AVENUE, RIVERHEAD, NEW YORK

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

WHEREAS, the Town Board has determined that the property situated at 216 Hamilton Avenue, Riverhead, New York is being used and occupied in violation of various sections of the Code of the Town of Riverhead and the New York State Uniform Fire Prevention and Building Code;

NOW, THEREFORE

BE IT HEREBY 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 structures situated at 216 Hamilton 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 the structures situated upon such; 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.

Z:\Harold Steuerwald\Litigation\TOR v. Nasso\Resolution Authorizing Legal Action.dOC

THE VOTE

Dunleavy yes ___ no Bartunek yes ___ no
Blass yes ___ no Densieski yes ___ no
Cardinale yes ___ no

THE RESOLUTION WAS ___ WAS NOT
THEREFORE DULY ADOPTED

JULY 17, 2007

Adopted

TOWN OF RIVERHEAD

RESOLUTION # ⁶⁹⁵ _____

AUTHORIZES THE TOWN CLERK TO POST AND PUBLISH A NOTICE TO BIDDERS FOR LARGE QUANTITY ASPHALT PLACEMENT

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

RESOLVED, that the Town Board of the Town of Riverhead be and does hereby authorize the Town Clerk to publish and post the attached Notice to Bidders in the July 19, 2007 issue of the official Town newspaper for Large Quantity Asphalt Placement at various locations in the Town of Riverhead, New York; and

BE IT FRUTER RESOLVED, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to Christine Fetten, P.E., Highway Department and the Purchasing Department.

THE VOTE

Dunleavy yes ___ no Bartunek yes ___ no
Blass yes ___ no Densieski yes ___ no
Cardinale yes ___ no

THE RESOLUTION WAS ___ WAS NOT THEREFORE DULY ADOPTED

**TOWN OF RIVERHEAD
NOTICE TO BIDDERS**

Sealed proposals for Large Quantity Asphalt Placement in the Town of Riverhead, New York will be received by the Town of Riverhead at the Office of the Town Clerk, Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York until 11:00 am on August 1, 2007 at which time they will be publicly opened and read aloud.

Plans and specifications may be examined and obtained on or about June 19, 2007 at the Office of the Town Clerk between the hours of 8:30 am and 4:30 pm weekdays, except holidays or by visiting the Town of Riverhead website: www.riverheadli.com and click on bid requests.

Each proposal must be submitted on the form provided in a sealed envelope clearly marked "Large Quantity Asphalt Placement" and must be accompanied by a bid surety as stated Instructions to Bidders.

The Town of Riverhead reserves the right to reject any and all bids.

BY ORDER OF THE RIVERHEAD TOWN BOARD

Barbara A. Grattan, Town Clerk

Riverhead, New York 11901

Dated: July 17, 2007

07/17/07

Adopted

TOWN OF RIVERHEAD

Resolution # 696

AUTHORIZES THE RELEASE OF A BOND FOR Z & L PROPERTIES LLC

COUNCILMAN BARTUNEK offered the following resolution,

which was seconded by COUNCILMAN DUNLEAVY

WHEREAS, Z&L Properties LLC posted security (Check #1045 dated October 11, 2005) in the amount of Three Thousand Three Hundred Forty-Five Dollars (\$3,345) for work at 1303 Roanoke Avenue, Riverhead, New York (Resolution #1014 dated October 18, 1005) Suffolk County Tax Map Number 0600-103.-1-3, pursuant to Section 108-133(I) of the Riverhead Town Code; and

WHEREAS, Sharon E. Klos, Building Permits Coordinator, has determined that construction has been completed to the Building Department's satisfaction, the Planning Department is satisfied with site requirements and a Certificate of Occupancy has been issued.

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby authorizes the release of the security in the sum of Three Thousand Three Hundred Forty-Five Dollars (\$3,345) and

BE IT FURTHER RESOLVED, that the Town Clerk is hereby authorized to forward a certified copy of this resolution to Z & L Properties, 1303 Roanoke Avenue, Riverhead, New York 11901; the Building Department; the Accounting Department; the Town Clerk and the Town Attorney's Office.

THE VOTE

Dunleavy Yes No

Bartunek Yes No

Blass Yes No

Densieski Yes No

Cardinale Yes No

The Resolution Was Was Not
Therefore Duly Adopted

7/17/07

TOWN OF RIVERHEAD

Adopted

Resolution # 697

**APPROVES CHAPTER 90 APPLICATION OF
OLD STEEPLE COMMUNITY CHURCH**

COUNCILMAN DUNLEAVY

_____ offered the following resolution, was seconded by

COUNCILMAN DENSIESKI
_____ :

WHEREAS, on June 11, 2007, Old Steeple Community Church had submitted a Chapter 90 Application for the purpose of conducting an Annual Antique Fair to be located on their property located at 656 Main Road, Aquebogue, New York, to be held on August 25, 2007, between the hours of 8:00 a.m. and 5:00 p.m., having a rain date of September 3, 2007; and

WHEREAS, Old Steeple Community Church has completed and filed a Short Environmental Assessment Form in accordance with 6 NYCRR 617; and

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

WHEREAS, the applicant has requested the Chapter 90 Application fee be waived due to its not-for-profit status; 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 application of Old Steeple Community Church for the purpose of conducting an Annual Antique Fair to be located on their property located at 656 Main Road, Aquebogue, New York, to be held on August 25, 2007, between the hours of 8:00 a.m. and 5:00 p.m., having a rain date of September 3, 2007, is hereby approved; and be it further

RESOLVED, that the Town Board of the Town of Riverhead hereby waives the Chapter 90 Application fee; and be it further

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

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

RESOLVED, that a fire safety inspection by the Town Fire Marshal is required prior to the opening of this event to the public. The Riverhead Fire Marshal shall be contacted 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 Police Department 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 be and is hereby authorized to forward a certified copy of this resolution to Old Steeple Community Church, P.O. Box 154, Aquebogue, New York, 11931; the Riverhead Fire Marshal; the Riverhead Police Department and the Office of the Town Attorney.

THE VOTE

Dunleavy <input checked="" type="checkbox"/> yes ___ no	Bartunek <input checked="" type="checkbox"/> yes ___ no
Blass <input checked="" type="checkbox"/> yes ___ no	Dersieski <input checked="" type="checkbox"/> yes ___ no
Cardinale <input checked="" type="checkbox"/> yes ___ no	

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

7/17/07

Adopted

TOWN OF RIVERHEAD

Resolution # 698

**APPROVES CHAPTER 90 APPLICATION OF WORD OF LIFE MINISTRIES OF
RIVERHEAD
(CHURCH RELATED STREET FAIR)**

COUNCILMAN DENSIESKI

_____ offered the following resolution, was seconded by

COUNCILWOMAN BLASS

_____:

WHEREAS, on June 25, 2007, Word of Life Ministries of Riverhead had submitted a Chapter 90 Application for the purpose of conducting a church related street fair to be held in the Peconic Riverfront municipal parking lot, Riverhead, New York, on Saturday, September 15, 2007 between the hours of 1:00 p.m. and 9:00 p.m., having a rain date of Saturday, September 22, 2007; and

WHEREAS, Word of Life Ministries has completed and filed a Short Environmental Assessment Form in accordance with 6 NYCRR 617; and

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

WHEREAS, the applicant has requested the Chapter 90 Application fee be waived due it's not-for-profit status; 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 Word of Life Ministries of Riverhead for the purpose of conducting a church related street fair to be held in the Peconic Riverfront municipal parking lot, Riverhead, New York, on Saturday, September 15, 2007 between the hours of 1:00 p.m. and 9:00 p.m., having a rain date of Saturday, September 22, 2007, is hereby approved; and be it

Z:\Laura Calamita\chap90\Wordoflife.res.doc

further

RESOLVED, that the Town Board of the Town of Riverhead hereby waives the Chapter 90 Application fee; and be it further

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

RESOLVED, that the 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 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 209, for the purpose of arranging the "pre-opening" inspection appointment; and be it further

RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to Word of Life Ministries of Riverhead 10 Peconic Avenue, Riverhead, New York, 1190; the Riverhead Fire Marshal; Chief Hegermiller, Riverhead Police Department, Kenneth Testa, P.E. and the Office of the Town Attorney.

THE VOTE

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

THE RESOLUTION WAS WAS NOT
THEREFORE DULY ADOPTED

7/17/07

Adopted

TOWN OF RIVERHEAD

Resolution # 699

ACCEPTS IRREVOCABLE LETTER OF CREDIT OF RUGBY RECREATIONAL GROUP, LLC (A/K/A BAITING HOLLOW COUNTRY CLUB)

COUNCILWOMAN BLASS

offered the following resolution,

which was seconded by COUNCILMAN BARTUNEK:

WHEREAS, Rugby Recreational Group, LLC has posted a Bank of Smithtown Irrevocable Letter of Credit #100376 in the sum of Forty Thousand Dollars (\$40,000.00) representing construction costs associated with the removal of the clubhouse concrete foundation, filling the excavation and restoring the area with grass vegetation should Rugby Recreational Group, LLC fail to merge the lots as required in connection with Riverhead Planning Board Resolution #37, dated June 8, 2007, for work to be completed at Sound Avenue, Baiting Hollow, New York, further described as Suffolk County Tax Map #0600-40-2-p/o 10; and

WHEREAS, the Town Attorney has reviewed said Irrevocable Letter of Credit and deems it to be sufficient in its form.

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby accepts the Bank of Smithtown Irrevocable Letter of Credit #100376 in the sum of Forty Thousand Dollars (\$40,000.00); and be it further

RESOLVED, that the Town Clerk of the Town of Riverhead is hereby authorized to forward a certified copy of this resolution to Rugby Recreational Group, LLC, 100 Fox Hill Drive, Baiting Hollow, New York, 11933; Bank of Smithtown, 100 Motor Parkway, 6th Floor, Hauppauge, New York, 11788, Attn: Robert J. Anrig, Exec. V.P.; the Building Department; the Planning Department and the Town Attorney's Office.

THE VOTE
Dunleavy yes ___ no ___ Bartunek yes ___ no ___
Blass yes ___ no ___ Densieski yes ___ no ___
Cardinale yes ___ no ___
THE RESOLUTION WAS ___ WAS NOT
THEREFORE DULY ADOPTED

Adopted

TB 7/17/2007

TOWN OF RIVERHEAD

RESOLUTION # 700

AUTHORIZES THE TOWN CLERK TO ADVERTISE FOR BIDS FOR TRUCK BODY REPAIRS

COUNCILMAN BARTUNEK OFFERED THE FOLLOWING

RESOLUTION WHICH WAS SECONDED BY COUNCILMAN DUNLEAVY.

RESOLVED, that the Town Clerk of the Town of Riverhead be and is hereby authorized to advertise for sealed bids for TRUCK BODY REPAIRS for the use of the Town of Riverhead Highway Department, AND BE IT,

RESOLVED, that the specifications and forms for bidding be prepared by the Superintendent of Highways, and all bids to be returnable up to 11:00 A.M. on AUGUST 6, 2007, AND BE IT FURTHER,

RESOLVED, that the Town Clerk of the Town of Riverhead be and is hereby authorized to open publicly and read aloud on August 6, 2007 at 11:00 A.M. at the Town Clerk's office, Town Hall, 200 Howell Avenue, Riverhead, New York, all sealed bids bearing the designation "BID ON TRUCK BODY REPAIRS".

DUNLEAVY ✓ YES ___ NO BARTUNEK ✓ YES ___ NO
BLASS ✓ YES ___ NO DENSESKI ✓ YES ___ NO
CARDINALE ✓ YES ___ NO
THIS RESOLUTION ✓ IS ___ IS NOT
DECLARED DULY ADOPTED

NOTICE TO BIDDERS

Sealed bids for "TRUCK BODY REPAIRS" for 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 August 6, 2007.

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 TRUCK BODY REPAIRS" and addressed to: TOWN CLERK, TOWN OF RIVERHEAD, 200 HOWELL AVENUE, RIVERHEAD, NEW YORK 11901.

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

7/17/07

Adopted

TOWN OF RIVERHEAD

Resolution # 701

RESCINDS RESOLUTION #674 OF 2007
(APPROVES CHAPTER 90 APPLICATION OF TIMOTHY HILL CHILDREN'S RANCH (Christian Concert))

COUNCILMAN DUNLEAVY

_____ offered the following resolution, was seconded by

~~_____ COUNCILMAN DENSIESKI _____~~:

WHEREAS, Resolution #674 adopted by the Town Board on July 3, 2007, approved the Chapter 90 Application of the Timothy Hill Children's Ranch to conduct a Christian Concert having a tent meeting thereafter to be held at 298 Middle Road, Riverhead, New York, on Saturday, August 25th, 2007 through Friday, August 31st, 2007, between the hours of 6:00 p.m. and 9:00 p.m.; and

WHEREAS, by letter dated July 2, 2007, from Debra Woerner, Executive Assistant at the Timothy Hill Children's Ranch, it has been advised that the event has been cancelled.

NOW THEREFORE BE IT HEREBY RESOLVED, that the Town Board of the Town of Riverhead hereby rescinds Resolution #674 of 2007; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a certified copy of this resolution to Timothy Hill Children's Ranch, 298 Middle Road, Riverhead, New York, 11901, Attn: Debra Woerner; Bruce Johnson, Fire Marshal; Chief Hegermiller, Riverhead Police Department and the Office of the Town Attorney.

THE VOTE

Dunleavy	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no	Bartunek	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no
Blass	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no	Depsieski	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no
Cardinale	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no			

THE RESOLUTION WAS WAS NOT
THEREFORE DULY ADOPTED

7/17/07

Adopted

TOWN OF RIVERHEAD

Resolution # 702

**AUTHORIZES THE SUPERVISOR TO EXECUTE AN AGREEMENT WITH
NEW AGE BUILDERS, INC.**

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

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

RESOLVED, that the Town Clerk is hereby directed to forward a certified copy of this resolution to New Age Builders, Inc., Hampton Atrium, D-11, 186 W. Montauk Highway, Hampton Bays, NY 11946 and send notification to the Office of Accounting and the Office of the Town Attorney.

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

AGREEMENT

AGREEMENT made as of this _____ day of _____, 2007, by and between the TOWN OF RIVERHEAD, a municipal corporation organized and existing under the laws of the State of New York, maintaining an office at 200 Howell Avenue, Riverhead, New York 11901 (the "TOWN"), and the NEW AGE BUILDERS, INC. a corporation organized and existing under the laws of the State of New York, maintaining an office at Hampton Atrium Suite D-11, 186 West Montauk Highway, Hampton Bay, NY, 11946.

WITNESSETH:

WHEREAS, the TOWN has acquired fee simple title to three (3) certain properties located within the Town, bearing Suffolk County Tax Map numbers as set forth and described in Schedule "A" annexed hereto and made a part hereof (collectively the "Properties") for the purpose of cleaning blight in the community and providing affordable housing within the Town;

WHEREAS, the TOWN and NEW AGE BUILDERS, INC. desire to cooperate with one another to effectuate the construction of three (3) single family "affordable housing" units for homeownership; on the Properties set forth in Schedules "A" annexed hereto;

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt whereof and sufficiency of which are hereby acknowledged, it is agreed as follows:

1. Definitions.

The following words and terms as used in this Agreement shall have the following meanings unless the context or use indicates another or different meaning or intent:

- a. "Affordable Housing" means housing that serves those persons otherwise unserved by the unaided operation of private enterprise.
- b. "Buildable Plot" means a parcel or plot of land which complies with all applicable requirements of all governmental authorities having jurisdiction of the construction thereon of Affordable Housing and the occupancy therein as a single family dwelling by NEW AGE BUILDERS, INC.
- c. "Qualified Purchaser" or "Qualified Purchasers" means purchasers or a purchaser who meet the program guidelines established by The Long Island Housing Partnership and TOWN, and, if a sale to a Qualified Purchaser or the construction upon a Property is assisted by the New York State Affordable Housing Corporation ("AHC"), by AHC; and, if a sale to a Qualified Purchaser or the construction upon a Property is assisted by the Department of Housing and Urban Development ("HUD"), by HUD.
- d. "Project" means the development of six (6) single family homeownership units.

2. Obligations of TOWN.

- a. The TOWN shall, upon execution of this Agreement, make available the Properties to NEW AGE BUILDERS, INC. in order for NEW AGE BUILDERS, INC. or its agents to construct a single family home on each of the Buildable Plots.
- b. The TOWN shall assist NEW AGE BUILDERS, INC. in marketing the Project.
- c. The TOWN shall enter into a contract of sale with a Qualified Purchaser or Qualified Purchasers as identified by The Long Island Housing Partnership. The contract of sale shall be in the form attached hereto as Schedule B and made a part hereof, (hereinafter the "Contract").
- d. Upon Completion of each of single family home, the TOWN shall convey title to said home to the Qualified Purchaser(s) pursuant to the Contract entered into between the parties.

3. Obligations of NEW AGE BUILDERS, INC.:

NEW AGE BUILDERS, INC., upon execution of this Agreement, shall:

- a. Undertake to construct, by itself or through its agent, at its sole cost and expense, a single family Affordable Housing unit on each of the Buildable Plots. The design of each such unit shall be the responsibility of NEW AGE BUILDERS, INC., who shall consult with the TOWN concerning such design and the progress of construction thereof.
- b. At its sole cost and expense, unless otherwise funded by another agreement with the TOWN, market the Project in a manner acceptable to the TOWN, The Long Island Housing Partnership and any funding sources providing funding to the Project which shall, at a minimum, involve press releases regarding the program in local newspapers and on local radio stations. In its marketing plan the parties shall specify the program requirements, income guidelines and lottery procedures.
- c. At its sole cost and expense, unless otherwise funded by another agreement with the TOWN, select Qualified Purchasers:
 - i. Prior to the selection of the "Qualified Purchasers" NEW AGE BUILDERS, INC. shall provide a mechanism for selecting same in a manner acceptable to the TOWN, The Long Island Housing Partnership and any funding sources providing funding to the Project.
 - ii. In its prequalification process the NEW AGE BUILDERS, INC. shall ensure that all prospective "Qualified Purchasers" meet the applicable program guidelines as required by all the state, federal and private grants and lending sources involved with this Project.
 - iii. In its prequalification process the NEW AGE BUILDERS, INC. shall review all applications, notify applicants of eligibility for the Program and placement in the selection process.

4. Payment.

Upon closing of title for each Affordable Housing Unit, the TOWN shall receive the sum of Five Thousand (\$5,000.00) Dollars. This sum shall represent payment to the TOWN for the value of the land transferred. The remaining sums paid by a Qualified Purchaser

or Purchasers pursuant to the Contract shall be retained by NEW AGE BUILDERS, INC.'s fees and to pay for the construction of the Affordable Housing unit.

5. Notices.

Any notice given pursuant to this Agreement shall be in writing and shall be deemed to have been given if mailed by registered or certified mail, or by personal delivery with receipt of acknowledgement therefore, to the parties at the following addresses (or such other address for a party as shall be specified by notice given pursuant to this paragraph):

To the TOWN: Town of Riverhead
 Community Development Department
 200 Howell Road
 Riverhead, New York 11788
 Attention: Andrea Lohneiss, Director

To NEW AGE BUILDERS, INC.: New Age Builders, Inc.
 Hampton Atrium Suite D-11
 186 West Montauk Highway
 Hampton Bays, New York 11946
 Attention: William Siegel, President

with a copy to:

Town of Riverhead, Office of the Town Attorney
200 Howell Road
Riverhead, New York 11788
Attention: Dawn C. Thomas, Esq.

6. Entire Agreement.

This Agreement constitutes the entire agreement among the parties with respect to the subject matter contained herein and supersedes all prior agreements and understandings, oral or written. This Agreement may not be amended or modified except in writing executed by each of the parties hereto.

7. Execution In Counterparts.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

8. Force Majeure.

Notwithstanding any provisions of this Agreement to the contrary, in the event of any delay or delays in the performance of NEW AGE BUILDERS, INC.'s obligations to construct the Project under this Agreement if such delay or delays are beyond the control and without the fault or negligence of this NEW AGE BUILDERS, INC., and are caused by reason of: (1) any acts, laws, rules, regulations or orders of any governmental authority, including but not limited to, controls or restrictions upon a requisitioning of

materials, equipment, tools or labor, vehicular use restrictions, or fuel or energy restrictions; (2) judicial or other legal restrictions on the prosecution of the Project; (3) delays in approvals of State or Federal Government; (4) any delay or delays of any developer engaged by the NEW AGE BUILDERS, INC., because of any of the matters contained in this Paragraph 25; (5) acts of God or of the public enemy; (6) fires, floods, epidemics, quarantine restrictions, strike or other labor disputes, freight embargoes, material or labor shortages, civil disturbances or weather of unusual severity; or (7) other similar causes not within NEW AGE BUILDERS, INC.'s reasonable control, then the time or the performance of NEW AGE BUILDERS, INC.'s construction obligations to construct the Project under this Agreement shall be extended, for any one or more of the causes set forth above for such period as the TOWN shall find in writing to be the period of such delay or delays, and such extension or extensions shall not be unreasonably withheld or delays provided that the NEW AGE BUILDERS, INC. notifies the TOWN in writing promptly upon the occurrence of such delay or delays and the cause or causes thereof.

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

Town of Riverhead

By _____
Its _____

New Age Builders, Inc.

By: William Siegel, President

07/17/07

Adopted

TOWN OF RIVERHEAD

Resolution # 703

**ADOPTS A LOCAL LAW AMENDING CHAPTER 86, RENTAL DWELLING UNITS,
§ 86-6 ENTITLED "FEES" OF THE RIVERHEAD TOWN CODE**

COUNCILWOMAN BLASS

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

WHEREAS, the Town Clerk was authorized to publish and post a public notice to hear all interested persons to consider a local law to amend Chapter 86, Rental Dwelling Units, § 86-6 entitled "Fees" of the Riverhead Town Code; and

WHEREAS, a public hearing was held on the 16th day of May, 2007 at 7:40 p.m. at Town Hall, 200 Howell Avenue, Riverhead, New York, the date, time and place specified in said public notice, and all persons wishing to be heard were heard.

NOW THEREFORE BE IT RESOLVED, that a local law amending Chapter 86, Rental Dwelling Units, § 86-6 entitled "Fees" 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 Newspaper, the newspaper hereby designated as the official newspaper for this purpose, and to post same on the signboard in Town Hall; and be it further

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

**TOWN OF RIVERHEAD
NOTICE OF ADOPTION**

PLEASE TAKE NOTICE, that the Town Board of the Town of Riverhead adopted a local law amending Chapter 86, Rental Dwelling Units, § 86-6 entitled "Fees" of the Riverhead Town Code at a regular Town Board meeting held on July 17, 2007 as follows:

LOCAL LAW NO. of 2007

A LOCAL LAW amending Chapter 86, Rental Dwelling Units, § 86-6 entitled "Fees" of the Riverhead Town Code

BE IT ENACTED by the Town Board of the Town of Riverhead as follows:

§ 86-6. Fees.

A. A nonrefundable biannual permit application fee shall be paid, upon filing an application for a rental occupancy permit or for a renewal rental occupancy permit, in accordance with the following schedule of rental dwelling units per structure:

Type of Dwelling	Fee
One unit	\$150
Two unit	\$200
Three unit	\$250
Four unit	\$325
More than four units	\$500, plus \$5 <u>\$50.00</u> for each unit in excess of four

B. The fee required by this section shall be waived for any applicant which demonstrates that the dwelling unit is occupied by the immediate family of the owner of the dwelling unit as defined in this chapter.

C. Any commercial hotel/motel business operating exclusively and catering to transient clientele, that is, customers who customarily reside at these establishments for short durations for the purpose of vacationing, travel, business, recreational activities, conventions, emergencies and other activities that are customary to a commercial hotel/motel operation, shall pay a biannual fee of \$500 per application, plus ~~\$5~~ \$50.00 for each unit. For the purposes of this chapter, a "short duration" shall be defined as not more than 21 consecutive days. This section shall not apply to any commercial

hotel/motel whose primary purpose is to provide permanent residences to their customers. For the purposes of this chapter, "permanent residence" shall be defined as more than 21 consecutive days.

D. Any rental dwelling unit that only operates during a one-hundred-fifty-day period in the months of May, June, July, August and September, only, shall pay a biannual fee of \$25 per unit.

Dated: Riverhead, New York
July 17, 2007

BY ORDER OF THE BOARD
OF THE TOWN OF RIVERHEAD

BARBARA GRATTAN, Town Clerk

THE VOTE

DUNLEAVY YES ___ NO BARTUNEK YES ___ NO

BLASS YES ___ NO DENSIESKI YES ___ NO

CARDINALE YES ___ NO

THIS RESOLUTION IS ___ IS NOT
DECLARED DULY ADOPTED

July 17, 2007

Adopted

TOWN OF RIVERHEAD

RESOLUTION # 704

AUTHORIZES THE SUPERVISOR TO EXECUTE A GRANT AGREEMENT WITH AMERICAN RIVERS FOR FUNDS TO SUPPORT THE TOWN OF RIVERHEAD UPPER MILLS FISH PASSAGE ENGINEERING DESIGN STUDY

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

WHEREAS, grant funding is available from the American Rivers/NOAA Community-Based Habitat Restoration Program Partnership ("**American Rivers**") to provide funds to the Town of Riverhead for the "Upper Mills Fish Passage Engineering Design Study"; and

WHEREAS, the Town of Riverhead Community Development Department ("**CDD**") has applied for and received an award of County grant funds for the Upper Mills Fish Passage Engineering Design Study in the amount of \$25,000 to conduct a feasibility study of the Upper Mills Dam to examine alternatives for fish passage and prepare a design for the preferred alternative (see attached contract); and

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

BE IT FURTHER RESOLVED, that the Town Clerk shall provide notification of this resolution to CDD Director Andrea Lohneiss and the Accounting Department.

THE VOTE

Dunleavy ~~Yes~~ No

Bartunek ~~Yes~~ No

Blass ~~Yes~~ No

Densieski ~~Yes~~ No

Cardinale ~~Yes~~ No

THE RESOLUTION X WAS ___ WAS NOT THEREFORE DULY ADOPTED.



June 15, 2007

To Andrew
Es this
new grant?
I so
please prepare
proposal
Phil

Mr. Phil Cardinale
Supervisor
Town of Riverhead
200 Howell Avenue
Riverhead, NY 11901-

Re: *Upper Mills Fish Passage Engineering Design Study*

Dear Mr. Cardinale:

Congratulations on your American Rivers/NOAA Community-Based Habitat Restoration Program Partnership grant. The "Upper Mills Fish Passage Engineering Design Study" project has been awarded \$25,000.00. The terms and conditions of the Grant are outlined in the attached agreement. **Please read the Agreement carefully and sign and return one copy along with the enclosed US Department of the Treasury Form W-9.**

By signing this Agreement, you also acknowledge an understanding of, and compliance with, the materials referenced in Section 12 of the Agreement. Please let us know if you need any of the materials referenced in the Agreement.

As you will see in reading the Agreement, three Attachments are provided:

- Attachment A – Approved Project Budget for this grant, with a breakout of expenditure categories.
- Attachment B – Narrative Progress Report Form to be used for regular 6-month reports
- Attachment C – Project Data Form

Your project related questions should be directed toward Stephanie Lindloff (slindloff@americanrivers.org or 518-482-2631). She will be your primary contact throughout the grant cycle. You should also be aware that along with the monetary part of this grant, technical assistance associated with dam removal and fish passage is available to you. Reports and technical questions about the grant should be directed to Serena McClain (see section 16).

On behalf of the Board of Trustees and staff of American Rivers, and the NOAA Community-Based Restoration Program, I wish you the best of luck with your project.

Sincerely,

Rebecca R. Wodder
President

**AR-NOAA
Community-Based Restoration Program Partnership Grant**

Grant Agreement #232

Grant Period: June 2007 – December 2008

Organization: Town of Riverhead

Project: Upper Mills Fish Passage Engineering Design Study

Amount of Grant: \$25,000.00

Town of Riverhead is responsible for complying with all conditions of this Agreement, including all referenced materials. For the purposes of this Agreement, Town of Riverhead is referred to as the "Grantee."

1. Purpose of Grant. This grant is made to the Grantee for the purposes of the project proposal dated 11/01/06, and described as follows:

"This project seeks funding to conduct a feasibility study of the Upper Mills Dam that examines alternatives for fish passage and prepare a design for the preferred alternative. Funding for this project is contingent on American Rivers-NOAA buy-in on the selection of an engineering firm."

2. Grant Conditions.

Use of Funds. Funds may only be used for the project described in Section 1 of this Agreement and the proposal dated 11/01/06, in the manner described in the Approved Project Budget (Attachment A).

Final Review of Construction Design. If funds are being used on project construction, once the project design is finalized, these designs will be submitted to American Rivers for final approval. American Rivers holds the right to withhold funding for the project based on a final review of construction designs.

Prohibition Against Lobbying. Funds provided under this Grant may not be used to support lobbying activities, defined as any attempt to influence any legislation through an effort to affect the opinions of the general public or any segment thereof (grass roots lobbying), and any attempt to influence any legislation through communication with any member or employee of a legislative body or with any government official or employee who may participate in the formulation of legislation (direct lobbying).

expenditures. At the sole discretion of American Rivers, payment of any and all portions of the remaining grant may be withheld until such a report is received.

Final Report. The final report is due within three (3) months of grant completion or by the end of the grant period, whichever comes first. The final report must include:

- Accomplishments achieved and knowledge gained during the term of the grant as compared to the goals and objectives described in the approved proposal and any additional conditions outlined in Section 2 of this document;
- Final accounting for all receipts and grant expenditures compared to the approved budget.
- Completed reporting forms (see attachments B and C); and
- Copies of publications, press releases, and other “products” produced as a result of the grant funding that have not already been transmitted to American Rivers by Grantee.

One hard copy and one electronic copy (MS Word preferred) are to be provided. The final report should be sent to Serena McClain at the Washington, DC office of American Rivers, see below for mailing address.

The Grantee must inform American Rivers in writing if problems are anticipated in providing these reports on a timely basis. Inaccurate or incomplete forms will delay payment of requested funds. Failure to provide complete and timely reports will be considered a breach of this Agreement.

6. Financial/Administrative Responsibilities. American Rivers may, as its sole discretion, postpone any or all payments if the Grantee fails to submit satisfactory and timely reports, as set forth in Section 5, or otherwise fails to comply with the terms of this Agreement.

Procurement Procedures. Grantee agrees to establish procurement procedures to ensure against unnecessary or duplicative purchases.

Third-Party Payments. American Rivers can, in consultation with the Grantee, pay third-party vendors directly where said payment will expedite the project. Amounts paid to vendors shall be deducted from the amount of funds paid to the Grantee under this Agreement.

Supporting Documentation/Record Keeping. In addition to the reporting requirements set forth in Section 5, the Grantee will keep systematic records of all expenditures relating to this grant. Vouchers consisting of bills, invoices, canceled checks, receipts, etc., will be retained by the Grantee for three (3) years after the submission and acceptance of a final report by American Rivers and will be available for inspection and audit by representatives of American Rivers or the US Government at any time during this period.

Audit. American Rivers may, at its own expense, examine, audit or have audited the records of the Grantee insofar as they relate to activities supported by this grant. Grantee will reimburse

United States or its agencies or of any state or its agencies, or (iii) resulting from the negligence or willful misconduct of the Grantee, its employees, or agents. The foregoing indemnity provision shall survive and remain in full force and effect following termination of this agreement for any such act occurring during the initial term or any renewal term of this agreement. In case of state institutions barred by law from accepting this liability clause, a letter so stating and citing the appropriate statute must be submitted to American Rivers.

12. Insurance. Grantee shall maintain commercial general liability (CGL) coverage which includes coverage for (1) bodily injury, property damage, products liability, and contractual liability; and (2) advertising injury and personal injury relating to activities undertaken by grantee pursuant to this Agreement. Grantee shall maintain limits of at least \$250,000 per occurrence for all coverages listed in (1) and (2) above. Grantee shall provide American Rivers with evidence of required insurance coverage no later than thirty (30) days prior to the date that the project is scheduled to commence.

13. Federal Rules and Regulations. The Grantee certifies to the best of their knowledge and belief that they and their principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any Federal department or agency;
- (b) Have not within a three year period preceding the proposal been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction of contract under a public transaction; violation of Federal or State antitrust statutes; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not currently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated here;
- (d) Have not within a three-year period preceding the proposal had one or more public transactions (Federal, State, or local) terminated for cause or default. A false statement on this certification may be grounds for termination of the award. In addition, under 18 USC Section 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

The Grant Agreement requires an understanding of, and compliance with, all relevant documents issued by the US Office of Management and Budget. The items indicated below are incorporated by this reference. Please check with your accountant and notify American Rivers if you need copies.

- OMB Circular A-21 or A-87 or A-122 (Allowable Costs)
- OMB Circular A-102 or A-110 (Uniform Administrative Requirements)
- OMB Circular A-128 or A-133 (Audit Guidelines)

14. Choice of Law. This agreement will be governed by the laws of the District of Columbia.

15. Additional Support. In making this grant, American Rivers assumes no obligation to provide further funding or support to the Grantee beyond the terms stated herein.

This agreement is executed and made effective as of the date signed by the authorized representative of American Rivers.

Rebecca R. Wodder
Rebecca R. Wodder
President, American Rivers

6/15/07
Date

Town of Riverhead acknowledges receipt of this Agreement and pertinent attachments as referenced above for Upper Mills Fish Passage Engineering Design Study (232). The terms and conditions set forth herein are acceptable and we agree to comply with them. We understand that failure to comply with all conditions listed herein may result in immediate termination of this grant.

Signature: _____ Date: _____
Phil Cardinale

Title: _____

Please sign and return to:
American Rivers
1101 14th Street, NW
Suite 1400
Washington, DC 20005

Once we receive this signed grant agreement, a completed Form W-9, and copies of all required permits a check will be issued and mailed to you.

Electronic versions of the reporting attachments can be provided upon request.

American Rivers/NOAA Community-based Restoration Program

Project Title: *Upper Mills Fish Passage Engineering Design Study*

Reporting Period

Semi-annual performance reports are required every 6 months from the date that the contract is signed by the grantee with a final report within 90 days of the completion of the project.

Project Narrative (this section is required for the final comprehensive report only)

The project narrative should identify the problems that the project has addressed, describe short- and long-term objectives and goals and how they were met, and explain the relevance of the project to enhancing natural riverine condition and/or to benefiting living anadromous fishes, including a description of any threatened or endangered species the project will benefit.

Methodology

Describe the methodology used to undertake on-the-ground activities during this reporting period to achieve the project goals and objectives, including the restoration techniques and materials used.

Results/Progress to Date

Describe in sufficient detail the status of the project (planning/design, implementation, monitoring, complete) in terms of progress and results achieved during the reporting period. This should include information such as the actual miles of stream that were opened or will be opened for fish passage; lessons learned during this reporting period; challenges or potential roadblocks to future progress; and an updated timeline of remaining tasks needed to complete project.

Monitoring and Maintenance Activities

Describe any monitoring and maintenance that has taken place during the reporting period and/or procedures that are being used to evaluate the relative success of the project in achieving its goals and objectives. When will monitoring results become available?

Community Involvement

Describe community support and any public involvement in the project that has occurred during the reporting period, including the specific roles of volunteers in project activities.

Outreach Activities

Describe any outreach or educational activities (e.g. training, brochures, videos, press releases or public events) related to the project that have occurred during the reporting period.

American Rivers/NOAA Community-based Restoration Program

CONTACT INFORMATION

Contact Name: Ms. Andrea Lohneiss
 Contact Title: Community Development Director
 Organization (Grantee): Town of Riverhead
 Street Address: 200 Howell Avenue
 City: Riverhead State: NY Zip: 11901
 Phone: 6317273200 Fax: 6317275772
 E-mail: lohneiss@riverheadli.com
 Organization website (if applicable): www.riverheadli.com

PROJECT INFORMATION

Project Title: Upper Mills Fish Passage Engineering Design Study
 Project Award Number: 232 Project Reporting Period: _____
 Project Location - Riverhead, Suffolk County, NY
 Congressional District(s): _____
 Landmark (e.g. road intersection, beach): _____
 Land Ownership: Long Island Power Authority
 Geographic Coordinates (in decimal degrees):
 Longitude (X-coord): _____
 Latitude (Y-coord): _____
 River Basin: Peconic Estuary, Peconic River
 Geographic Identifier (e.g. Chesapeake Bay): _____
 Project Start Date: June 07 Project End Date: December 08
 Project Volunteers:
 Number of Volunteers: _____ Volunteer Hours: _____

List of species (fish, shellfish, invertebrates) benefiting from project (common name and/or genus and species):

- | | |
|----|-----|
| 1. | 6. |
| 2. | 7. |
| 3. | 8. |
| 4. | 9. |
| 5. | 10. |

MONITORING ACTIVITIES

List of monitoring techniques used (e.g. salinity, fish counts, vegetation presence/absence):

- | | |
|----|-----|
| 1. | 6. |
| 2. | 7. |
| 3. | 8. |
| 4. | 9. |
| 5. | 10. |

Report Prepared By: _____

Signature

_____ Date

Please send semi-annual and final progress reports and supporting materials to:

Serena McClain
American Rivers
1101 14th Street, NW
Suite 1400
Washington, DC 20005

The Progress Report Narrative Format and Project Data Form are available in electronic format; submissions in this format are encouraged. Please submit electronic progress reports via email (rivergrants@americanrivers.org) or on PC compatible floppy disk or CD ROM in Microsoft Word or PDF formats.

Be sure to save a copy of each report for your records; subsequent submissions of the Project Data Form need only add outstanding information, so that the form is completed in its entirety as part of the final comprehensive progress report.

July 17, 2007

Adopted

TOWN OF RIVERHEAD

RESOLUTION # 705

**AUTHORIZES THE SUPERVISOR TO EXECUTE A GRANT AGREEMENT WITH
NEW YORK DEPARTMENT OF STATE FOR FUNDS TO SUPPORT THE
RIVERHEAD DOWNTOWN REDEVELOPMENT CONSENSUS INITIATIVE
COUNCILMAN DUNLEAVY**

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

WHEREAS, grant funding is available from the New York Department of State to provide funds to the Town of Riverhead for the Riverhead Downtown Redevelopment Consensus Initiative; and

WHEREAS, the Town of Riverhead Community Development Department ("CDD") has applied for and received an award of New York State grant funds under the Quality Communities Grant Program in the amount of \$70,000 for the Riverhead Downtown Redevelopment Consensus Initiative (see attached contract); and

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

BE IT FURTHER RESOLVED, that the Town Clerk shall provide notification of this resolution to CDD Director Andrea Lohneiss and the Accounting Department.

THE VOTE

Dunleavy ~~Yes~~ No

Bartunek ~~Yes~~ No

Blass ~~Yes~~ No

Densieski ~~Yes~~ No

Cardinale ~~Yes~~ No

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

STATE AGENCY (Name and Address):
NYS Department of State
41 State Street
Albany, NY 12231-0001

NYS COMPTROLLER'S #: CO59939
ORIG. AGENCY CODE: 19000

CONTRACTOR (Name and Address of Lead Agency)
Town of Riverhead
Supervisor
200 Howell Avenue
Riverhead, NY 11901

TYPE OF PROGRAM: 2005 Quality Communities Program

TOTAL PROJECT COST - \$87,500.00
STATE FUNDING AMOUNT FOR \$70,000.00
INITIAL PERIOD 4-1-05 - 3-31-07
LOCAL SHARE \$17,500.00

FEDERAL TAX IDENTIFICATION NUMBER:
MUNICIPALITY #470371600

INITIAL CONTRACT PERIOD:
FROM: 4-1-05 TO: 3-31-07
Multi-Year Term: From: 4-1-05 To:3-31-08

APPENDICES ATTACHED TO AND PART OF THIS AGREEMENT	
APPENDIX A:	Standard clauses as required by the Attorney General for all state contracts
APPENDIX A1: Agency-Specific Clauses Attachments 1, 2, 3, 4, thereto:	Final Project Summary Report, Quarterly Contractor Report, Project Status, Procurement Certification
APPENDIX B:	Budget
APPENDIX C:	Payment and Reporting Schedule
APPENDIX D:	Program Workplan
APPENDIX E:	Grant Application
APPENDIX X:	Modification Agreement Form (to accompany modified appendices for changes in term or consideration on an existing period or for renewal periods)

IN WITNESS THEREOF, the parties hereto have executed or approved this AGREEMENT on the dates below their signatures.

CONTRACTOR:

By: _____

(Print Name)

Title: _____

Date: _____

STATE AGENCY:

New York State Department of State

By: _____

(Print Name)

Title: _____

Date: _____

State Agency Certification

"In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract."

CONTRACTOR

State of New York)
County of _____)ss:

On this _____ day of _____, 20____, before me personally came

_____ to me known, who, being by me duly sworn, did depose

and say he is the _____ of _____ the Contractor

described in and which executed the above instrument; and that he signed his/her name thereto

by order of the governing body of the above mentioned Contractor.

NOTARY PUBLIC

Approved: Andrew M. Cuomo, Attorney General

Approved: Alan G. Hevesi, Comptroller

Title: _____

Date: _____

Title: _____

Date: _____

IN WITNESS THEREOF, the parties hereto have executed or approved this AGREEMENT on the dates below their signatures.

CONTRACTOR:

By: _____

(Print Name)

Title: _____

Date: _____

STATE AGENCY:

New York State Department of State

By: _____

(Print Name)

Title: _____

Date: _____

State Agency Certification

"In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract."

CONTRACTOR

State of New York)
County of _____)ss:

On this _____ day of _____, 20____, before me personally came

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and say he is the _____ of _____ the Contractor

described in and which executed the above instrument; and that he signed his/her name thereto

by order of the governing body of the above mentioned Contractor.

NOTARY PUBLIC

Approved: Andrew M. Cuomo, Attorney General

Approved: Alan G. Hevesi, Comptroller

Title: _____

Date: _____

Title: _____

Date: _____

IN WITNESS THEREOF, the parties hereto have executed or approved this AGREEMENT on the dates below their signatures.

CONTRACTOR:

By: _____

(Print Name)

Title: _____

Date: _____

STATE AGENCY:

New York State Department of State

By: _____

(Print Name)

Title: _____

Date: _____

State Agency Certification

"In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract."

CONTRACTOR

State of New York)
County of _____)ss:

On this _____ day of _____, 20____, before me personally came

_____ to me known, who, being by me duly sworn, did depose

and say he is the _____ of _____ the Contractor

described in and which executed the above instrument; and that he signed his/her name thereto

by order of the governing body of the above mentioned Contractor.

NOTARY PUBLIC

Approved: Andrew M. Cuomo, Attorney General

Approved: Alan G. Hevesi, Comptroller

Title: _____

Date: _____

Title: _____

Date: _____

STATE OF NEW YORK AGREEMENT

The AGREEMENT is hereby made by and between the State of New York agency (STATE) and the public or private agency (CONTRACTOR) identified on the face page hereof.

WITNESSETH:

WHEREAS, the STATE has the authority to regulate and provide funding for the establishment and operation of program services and desires to contract with skilled parties possessing the necessary resources to provide such services; and

WHEREAS, the CONTRACTOR is ready, willing and able to provide such program services and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services required pursuant to the terms of this AGREEMENT;

NOW, THEREFORE, in consideration of the promises, responsibilities and covenants herein, the STATE and the CONTRACTOR agree as follows:

I. Conditions of Agreement

A. This AGREEMENT may consist of successive periods (PERIOD), as specified within the AGREEMENT or within a subsequent Modification Agreement(s) (Appendix X). Each additional or superseding PERIOD shall be on the forms specified by the particular State agency, and shall be incorporated into this AGREEMENT.

B. Funding for the first PERIOD shall not exceed the funding amount specified on the face page hereof. Funding for each subsequent PERIOD, if any, shall not exceed the amount specified in the appropriate appendix for that PERIOD.

C. This AGREEMENT incorporates the face pages attached and all of the marked appendices identified on the face page hereof.

D. For each succeeding PERIOD of this AGREEMENT, the parties shall prepare new appendices, to the extent that any require modification, and a Modification Agreement (the attached Appendix X is the blank form to be used). Any terms of this AGREEMENT not modified shall remain in effect for each PERIOD of the AGREEMENT.

To modify the AGREEMENT within an existing PERIOD, the parties shall revise or complete the appropriate appendix form(s). Any change in the amount of consideration to be paid, or change in the term, is subject to the approval of the Office of the State comptroller. Any other modifications shall be processed in accordance with agency provided guidelines and instructions.

Subject to the availability of funds, determination by the Department that it is in the best interest of the Project and the State, and upon mutual execution of an Appendix X and approval by the Office of State Comptroller, the Multi-Year Term of this Agreement may be extended by one

Contract Period not to exceed twelve (12) months.

E. The CONTRACTOR shall perform all services to the satisfaction of the STATE. The CONTRACTOR shall provide services and meet the program objectives summarized in the Program Workplan (Appendix D) in accordance with: provisions of the AGREEMENT, relevant laws, rules and regulations, administrative and fiscal guidelines; and where applicable, operating certificates for facilities or licenses for an activity or program.

F. If the CONTRACTOR enters into subcontracts for the performance of work pursuant to this AGREEMENT, the CONTRACTOR shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the STATE under this AGREEMENT. No contractual relationship shall be deemed to exist between the subcontractor and the STATE.

G. Appendix A. (Standard Clauses as required by the Attorney General for all State contracts) takes precedence over all other parts of the AGREEMENT.

II. Payment and Reporting

A. The CONTRACTOR, to be eligible for payment, shall submit to the STATE's designated payment office (identified in Appendix C) any appropriate documentation as required by the Payment and Reporting Schedule (Appendix C) and by agency fiscal guidelines, in a manner acceptable to the STATE.

B. The STATE shall make payments and any reconciliations in accordance with the Payment and Reporting Schedule (Appendix C). The STATE shall pay the CONTRACTOR, in consideration of contract services for a given PERIOD, a sum not to exceed the amount noted on the face page hereof or in the respective Appendix designating the payment amount for that given PERIOD. This sum shall not duplicate reimbursement from other sources for CONTRACTOR costs and services provided pursuant to this AGREEMENT.

C. The CONTRACTOR shall meet the audit requirements specified by the STATE.

III. Terminations

A. This AGREEMENT may be terminated at any time upon mutual written consent of the STATE and the CONTRACTOR.

B. The STATE may terminate the AGREEMENT immediately, upon written notice of termination to the CONTRACTOR, if the CONTRACTOR fails to comply with the terms and conditions of this AGREEMENT and/or with any laws, rules, regulations, policies or procedures affecting this AGREEMENT.

C. The STATE may also terminate this AGREEMENT for any reason in accordance with provisions set forth in Appendix A1.

D. Written notice of termination, where required, shall be sent by personal messenger service or

by certified mail, return receipt requested. The termination shall be effective in accordance with terms of the notice.

E. Upon receipt of notice of termination, the CONTRACTOR shall cancel, prior to the effective date of any prospective termination, all outstanding obligations, and agrees not to incur any new obligations after receipt of the notice without approval by the STATE.

F. The STATE shall be responsible for payment on claims pursuant to services provided and costs incurred pursuant to terms of the AGREEMENT. In no event shall the STATE be liable for expenses and obligations arising from the program(s) in this AGREEMENT after the termination date.

IV. Indemnification

A. The CONTRACTOR shall be solely responsible and answerable in damages for any and all accident and/or injuries to person (including death) or property arising out of or related to the services to be rendered by the CONTRACTOR or its subcontractors pursuant to this AGREEMENT. The CONTRACTOR shall indemnify and hold harmless the STATE and its officers and employees from claims, suits, actions, damages and costs of every nature arising out of the provision of services pursuant to this AGREEMENT.

B. The CONTRACTOR is an independent contractor and may neither hold itself out nor claim to be an officer, employee or subdivision of the STATE nor make any claim, demand or application to or for any right based upon any different status.

V. Property

Any equipment, furniture, supplies or other property purchased pursuant to this AGREEMENT is deemed to be the property of the STATE except as may otherwise be governed by Federal or State laws, rules or regulations, or as stated in Appendix A1.

VI. Safeguards for Services and Confidentiality

A. Services performed pursuant to this AGREEMENT are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.

B. Funds provided pursuant to this AGREEMENT shall not be used for any partisan political activity, or for activities that may influence legislation or the election or defeat of any candidate for public office.

C. Information relating to individuals who may receive services pursuant to this AGREEMENT shall be maintained and used only for the purposes intended under the contract and in conformity with applicable provisions of laws and regulations, or specified in Appendix A1.

APPENDIX A
Standard Clauses for All New York State Contracts

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. **EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.
2. **NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the State and any attempts to assign the contract without the State's written consent are null and void. The Contractor may, however, assign its right to receive payment without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.
3. **COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$15,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$30,000 (State Finance Law Section 163.6a).
4. **WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
5. **NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance

of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex, or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. **WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.
7. **NON-COLLUSIVE BIDDING REQUIREMENT.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor warrants, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further warrants that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.
8. **INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the Federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contractors execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. **SET-OFF RIGHTS.** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State'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 State with regard to this contract, any other contract with any State 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 State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto.

The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. **RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. **IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.** (a) **FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER.** All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or New York State standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

(b) **PRIVACY NOTIFICATION.** (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

(2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in New York State's Central Accounting System by the Director of Accounting Operations, Office of the State Comptroller, AESOB, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES

AND WOMEN. In accordance with Section 312 of the Executive Law, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State; or (iii) banking services, insurance policies or the sale of securities. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Governor's Office of Minority and Women's Business Development pertaining hereto.

13. **CONFLICTING TERMS.** In the event of a conflict between the terms of the contract (including any and all attachments thereto and

amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. **GOVERNING LAW.** This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. **LATE PAYMENT.** Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. **NO ARBITRATION.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. **SERVICE OF PROCESS.** In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. **PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.** The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of State Finance Law §165. (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State, otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. **MACBRIDE FAIR EMPLOYMENT PRINCIPLES.** In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. **OMNIBUS PROCUREMENT ACT OF 1992.** It is the policy of

New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
30 South Pearl Street, 7th floor
Albany, New York 12245
518-292-5220

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Minority and Women's Business Development Division
30 South Pearl Street, 2nd floor
Albany, New York 12245
<http://www.empire.state.ny.us>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts:

21. **RECIPROCITY AND SANCTIONS PROVISIONS.** Bidders are hereby notified that if their principal place of business is located in a

country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 amendments and 2000 amendments (Chapter 684 and Chapter 383 respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. PURCHASES OF APPAREL. In accordance with State Finance Law 162 (4-a), the State shall not purchase any apparel from any vendor unable or unwilling to certify that: (i) such apparel was manufactured in compliance with all applicable labor and occupational safety laws, including, but not limited to, child labor laws, wage and hours laws and workplace safety laws, and (ii) vendor will supply, with its bid (or, if not a bid situation, prior to or at the time of signing a contract with the State), if known, the names and addresses of each subcontractor and a list of all manufacturing plants to be utilized by the bidder.

APPENDIX A1
Agency-Specific Clauses

- I. This Agreement has been entered into pursuant to the following understandings:
- A. The 2005-2006 Fiscal Year Budget provides aid to municipalities, not-for-profits, local benefit corporations, local public authorities and Indian tribe or nations, through the Environmental Protection Fund under the Quality Communities Program.
 - B. The Department is authorized to evaluate and determine eligibility of applications for funding of projects.
 - C. Based upon information, representations and certifications contained in Contractor's application for funding, including the Work Program as set forth in Appendix D and the application for funding set forth in Appendix E, the Department has made a determination of eligibility of funding for Contractor's project under such Budget Act.
 - D. The Contractor is the Lead Agency for the Project and will be responsible for management of the project and submitting under signature any reports and requests for reimbursement according to the requirements of this Agreement.

II. General

- A. For the purposes of this Agreement, the terms "State" and "Department" are interchangeable, unless the context requires otherwise.
- B. The contract period as set forth on the Face Page is the inclusive period within which the provisions of this Agreement shall be performed. No costs will be reimbursed for liabilities incurred outside of this period.
- C. No liabilities are to be incurred beyond the termination date and no costs will be reimbursed for such liabilities unless: 1) funds have been reappropriated for the Project in the subsequent State fiscal year, 2) the Department determines that it is in the best interest of the Department and the State to provide additional time to complete the Project and 3) an extension agreement is approved in accordance with Section IA., Conditions of Agreement (State of New York Agreement, page 3).
- D. The Department shall not be liable for expenses of any kind incurred in excess of the State Funds as set forth on the Face Page, and shall not be responsible for seeking additional appropriations or other sources of funds for the Project.
- E. The Contractor shall perform all services to the satisfaction of the Department. The Contractor shall provide all services and meet the program objectives described in Appendix D in accordance with: provisions of this Agreement; relevant State, federal and local laws, rules and regulations, administrative and fiscal guidelines; where applicable, operating certificates for facilities or licenses for an activity or program, and conditions of applicable permits, administrative orders and judicial orders.
- F. The Contractor shall submit with its request for final payment a Final Project Summary

Report in the format described in Appendix A1, Attachment 2.

- G. The Contractor agrees to proceed expeditiously with the Project and to complete the Project in accordance with the timetable set forth in the Workplan (Appendix D) as well as with the conditions of any applicable permits, administrative orders, or judicial orders and this Agreement.
- H. The Department will provide Contractor with a Quarterly Contractor Report form (Appendix A1, Attachment 3) pursuant to the Department's Minority and Women-owned Business enterprises as discussed in Section XIV in Appendix A1. Such report shall be provided to the Department at the address on the Quarterly Contractor Report by all involved Minority and Women-owned Businesses.
- I. The Contractor shall submit two copies of a "Project Status Report" (Appendix A1, Attachment 4) every six months from Contract execution date and when requesting payment.

III. Reports, Documents and Maps

The Contractor shall identify documents, reports, and maps produced in whole or in part under this Agreement by endorsing on said documents, reports, and maps the following:

"This (document, report, map, etc.) was prepared with funds provided by the New York State Department of State under the Quality Communities Grant Program."

IV. License to use and reproduce documents and other works:

By acceptance of this Agreement, Contractor transfers to the Department a nonexclusive license to use, reproduce in any medium, and distribute any work prepared for or in connection with the Project, including but not limited to reports, maps, designs, plans, analysis, and documents regardless of the medium in which they are originally produced. Contractor warrants to the Department that it has sufficient title or interest in such works to license pursuant to this Agreement. Such warranty shall survive the termination of this agreement. Contractor agrees to provide the original of each such work, or a copy thereof which is acceptable to the Department, to the Department before payments shall be made under this Agreement.

V. Property

- A. Pursuant to the provisions set forth in Section IV, page 2 of this Agreement, the ownership of all property described therein shall reside with the Contractor unless otherwise specified in writing by the Department at any time during the term of this Agreement and up to thirty (30) days following the issuance of the final payment.

VI. Year 2000 WarrantyNEW YORK STATE YEAR 2000 WARRANTY STANDARD

Updated: 6/2005

Date and Time Warranty

Contractor warrants that Product(s) furnished pursuant to this Agreement shall, when used in accordance with the Product documentation, be able to accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing) transitions, including leap year calculations. Where a contractor proposes or an acquisition requires that specific Products must perform as a package or system, this warranty shall apply to the Products as a system.

Where contractor is providing ongoing services, including but not limited to: i) consulting, integration, code or data conversion, ii) maintenance or support services, iii) data entry or processing, or iv) contract administration services (e.g. billing, invoicing, claim processing), Contractor warrants that services shall be provided in an accurate and timely manner without interruption, failure or error due to inaccuracy of Contractor's business operations in processing date/time data (including, but not limited to, calculating, comparing, and sequencing) various date/time transitions, including leap year calculations. Contractor shall be responsible for damages resulting from any delays, errors or untimely performance resulting therefrom, including but not limited to the failure or untimely performance of such services.

This Date/Time Warranty shall survive beyond termination or expiration of this Agreement through: a) ninety (90) days or b) the Contractor's or Product manufacturer/developer's stated date/time warranty term, whichever is longer. Nothing in this warranty statement shall be construed to limit any rights or remedies otherwise available under this Agreement for breach of warranty.

VII. Terminations

- A. In addition to any other actions authorized by this Agreement, the Department may terminate the Agreement in the best interests of the State of New York by providing written notice to the Contractor as provided in this Agreement.
- B. The Contractor shall complete the project as set forth in this Agreement, and failure to render satisfactory progress or to complete the project to the satisfaction of the State may be deemed an abandonment of the project and may cause the suspension or termination of any obligation of the State. In the event the Contractor should be deemed to have abandoned the project for any reason or cause other than a national emergency or an Act of God, all monies paid to the Contractor by the State and not expended in accordance with this Agreement shall be repaid to the State upon demand. If such monies are not repaid within one year after such demand, the State Comptroller of the State of New York may cause to be withheld from any State assistance to which the Contractor would otherwise be entitled an amount equal to the monies demanded.
- C. In the event that the Department has provided written notice to the Contractor directing that the Contractor correct any failure to comply with this Agreement, the Department reserves the right to direct that the Contractor suspend all work during a period of time to be determined by the Department. If the Contractor does not correct such failures during the period provided for in the notice, this Agreement shall be deemed to be terminated after expiration of such time period. During any such suspension, the Contractor agrees not to incur any new obligations after receipt of the notice without approval by the Department.

VIII. Subcontracting Requirements

The Contractor may subcontract for all or any portion of the activities covered by this Agreement as provided for in Appendix D subject to prior approval of the Department of the terms of any subcontract.

IX. Requirements for Contract Map Products

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X. Compliance with Procurement Requirements

- A. All contracts by municipalities for professional services, and all purchase contracts involving not more than \$10,000 are subject to the requirements of General Municipal Law §104-b, which requires such contracts to comply with the procurement policies and procedures of the municipality involved. All such contracts shall be awarded after and in accordance with such municipal procedures, subject to any additional requirements imposed by the STATE as set forth in Appendix D hereof.

- B. The municipal attorney, chief legal officer or financial administrator of the CONTRACTOR shall certify to the Department of State that applicable public bidding procedures of General Municipal Law §103 were followed for all contracts involving more than \$10,000 for purchase contracts. In the case of purchase contracts involving not more than \$20,000, and contracts for professional services, the municipal attorney, chief legal officer or financial administrator shall certify that the procedures of the municipality established pursuant to General Municipal Law §104-b were fully complied with (see Appendix A1, Attachment 4)

XI. Payment and Records Retention

- A. Payments shall be made as set forth in Appendix C.
- B. The Contractor shall maintain, at its principal place of business, detailed books and accounting records supported by original documentation relating to the incurring of all expenditures, as well as payments made pursuant to this Agreement. The Contractor shall make such records available for review by the Department upon request at any time. The Department shall have the right to conduct progress assessments and review books and records as necessary. The Department shall have the right to conduct an on-site review of the Project and/or books and records of the Contractor prior to, and for a reasonable time following, issuance of the FINAL payment. The Department shall be entitled to disallow any cost or expense, and/or terminate or suspend this Agreement, if the Contractor has misrepresented any expenditures or Project activities in its application to the Department, or in this Agreement, or in any progress reports or payment requests made pursuant hereto. The Contractor shall maintain such books and accounting records in a manner so that reports can be produced therefrom in accordance with generally accepted accounting principles. The Contractor shall maintain separate fiscal books and records for all funds received through the Department pursuant to this Agreement.
- C. During the term of this Agreement and for a period of six years after its termination, the Contractor shall make all such books and records available to the Department and the Office of the State Comptroller, or their designated representatives, for inspection and audit.

XII. Equal Employment Opportunity

The Contractor hereby assures that it is, and shall be for the duration of this Agreement, in compliance with the Federal Equal Employment Opportunity Act of 1972 (Public Law 92-261), as amended.

XIII. Article 15-A of The New York State Executive Law

The Department of State administers a Minority and Women-owned Business Enterprises (MWBE) Program as mandated by Article 15-A of the New York State Executive Law.

This law supersedes any other provision in state law authorizing or requiring an equal employment opportunity program or a program for securing participation by minority and women-owned business enterprises. Under this law, all state agencies must, subject to certain exceptions, establish goals for minority and women-owned business participation in certain state contracts and grants. Where MWBE goals are required, even in circumstances where this goal is zero, a Quarterly Contractor Report is required to be submitted to the Minority and Women-owned Business Program of the Department on forms provided by the Department.

Article 15-A requires that rules and regulations be established for contracts entered into by the Department. In accordance with Article 15-A, goals must be set for contracts entered into by the Department in excess of \$25,000 for labor, services, supplies, equipment, and materials, or any combination of the foregoing, and for contracts entered into by the Department in excess of \$100,000 for acquisition, construction, demolition, replacement, major repair, renovation or improvement of real property. In applying these rules and regulations, the Department must consider the availability of certified minority and women-owned businesses in the region in which the state contract will be performed, the total dollar value of the contract, the scope of work to be performed, and the project size and term.

The contractor will, when required as a part of the bid or proposal, submit a Staffing Plan on the form provided by the Department. This Plan will detail the work force anticipated in the performance of the state contract reported by ethnic background, gender, and Federal Occupational Categories.

After a bid opening and prior to the award of a state contract, the contractor will submit an Equal Employment Opportunity (EEO) Policy Statement to the Department within the time frame established by the Department. The law requires that, as a precondition to entering into a valid and binding state contract, the contractor will agree to the following stipulations and will include them in the EEO Policy Statement:

- The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status.
- The contractor will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, affirmative action applies in areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
- The contractor will make active and conscientious efforts to employ and to utilize minority group members and women at all levels and in all segments of its work force on state contracts, and the contractor will document these efforts.
- The contractor will state in all solicitations and advertisements for employees that,

in the performance of the state contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

- The contractor will, at the request of the Department, request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate because of race, creed, color, national origin, sex, age, disability or marital status, and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations herein.
- The contractor will include the provisions regarding the EEO Policy Statement and the Staffing Plan enumerated above in each and every subcontract of a state contract in such a manner that the subcontractor is bound by these requirements.
- Failure to provide an EEO Policy Statement and a Staffing Plan without reasonable written justification or commitment to provide these requirements by a specified date will result in rejection of the contractor's bid or proposal.
- After the award of a state contract, the contractor will submit to the Department a Workforce Employment Utilization Report, on the form supplied by the Department, detailing the work force actually utilized on the state contract, by ethnic background, gender and Federal Occupational Categories, as specified on the form. This Report will be submitted to the Department on a quarterly basis throughout the life of the contract.
- The contractor, and any of its subcontractors, may be required to submit compliance reports relating to their operations and implementation of their affirmative action or equal employment opportunity program in effect as of the date the state contract is executed.

Questions regarding this program should be directed to the Department's Minority and Women-owned Business Program by calling (518) 474-5741. Potential contractors can access the NYS Directory of Certified Minority and Women-owned Business Enterprises on-line through the Empire State Development website at: <http://www.empire.state.ny.us>, double click (left column) on: NY ♥ BIZ (Doing Business in New York); put the cursor over: Small and Growing Business and, from that menu, click on: Minority and Women-Owned Business. From the center column, highlighted in blue, click on the bullet: "Search the Directory of Certified Minority and Women-Owned Business Enterprises."

The Department makes no representation with respect to the availability or capability of any business listed in the Directory.

XIV. Submission of all correspondence and documentation

A1-8

- A. The Contractor agrees to provide the Department with original and two copies of all documentation relating to this Project, including, but not limited to: notices of public meetings, products described in Appendix D, and payment request documentation as described in Appendix C.
- B. All information as described in A. above shall include the NYS Comptroller's # as indicated on the Face Page of this Agreement.

XV. Environmental Review

- A. Contractor agrees to provide the Department, in a timely manner, with all documentation, including but not limited to, permit applications, environmental assessments, designs, plans, studies, environmental impact statements, findings, and determinations, relating to the Project.
- B. Contractor acknowledges that compliance with the State Environmental Quality Review Act is a material term and condition of this Agreement. In no event shall any payments be made under this Agreement until Contractor has provided Department with appropriate documentation that contractor has met any requirements imposed on Contractor by the State Environmental Quality Review Act.

XVI. Fully-Executed Agreement or Amendment Thereto

- A. If this Agreement or amendments thereto, allocates funds totaling \$15,000 or less, it shall be deemed to be fully executed when approved and signed by the Contractor and the Department.
- B. If this Agreement, or amendments thereto, allocates funds totaling more than \$15,000 it shall be deemed to be full executed when approved by the Office of the State Comptroller.

Final Project Summary Report

Final payment of the grant is dependent upon the satisfactory completion and acceptance by the Department of State, Division of Local Government of this FINAL PROJECT SUMMARY REPORT along with the requisite documentation. In addition to the other requirements of the contract, the grant recipient is responsible to relay the importance, the significance and the value of the completed project to the community, the region and the state through the completion of the report.

The following outline should be used to complete the FINAL PROJECT SUMMARY REPORT:

1. Project Title:
2. Name of Contractor:
3. Actual Project Costs:
 - a. State funds expended (identify source, eg. Quality Community Funds, EPF, Clean Water/Clean Air Bond Act, etc.):
 - b. Local funds expended:
 - c. Other funds expended:
4. Project Manager:
 - Name:
 - Title:
 - Mailing address:

 - Tel. number:
 - Fax number:
 - E-mail address:
5. Federal Tax Identification Number:
6. Project Background: briefly explain in a short paragraph why this project was necessary, what its value is and/or its importance to the community
7. Project Work: briefly describe the work that was done to complete the project
8. Project Descriptions: use the following guidelines to describe the project and please be concise in the description
 - a. For a Planning Project describe the findings strategies recommended
 - b. For a Design Project describe what is to be built
9. Project Documentation/Visuals: The following guidelines are suggested for Planning and Design Projects.
 - a. Visuals of renderings and/or graphics, newspaper articles or photographs that depict the final product or a before and after scenario.

Final Project Summary Report Cont.

b. Photo and video documentation is encouraged but not mandatory. The video, which can be in VHS or digital format may be used in a future documentary. Photographs should be 35mm or digital. Color slides and/or digital camera discs should be labeled and dated.

CONTRACTOR: _____ Agreement # _____

PROJECT STATUS

As of _____

(Submit semi-annually and with each payment request.)

Please list all tasks and indicate the status of each. Attach additional pages if necessary.
 Task # should match the task number in the Agreement work program.
 A/T indicate if Date of Completion is Actual or Target Date for anticipated completion of the task.
 Products/Accomplishments should list products completed or other accomplishments.

<u>Task #</u>	<u>A/T</u>	<u>Date of Completion</u>	<u>Percent of Completion</u>	<u>Products/Accomplishments</u>
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Please note problems encountered, proposed adjustment(s) to work program/schedule, and reason(s) for proposed adjustment(s):

Please provide the following information:

Name of contact Person: _____

Email Address: _____

Phone Number: _____

Fax Number: _____

Certification of Grantee to New York State Department of State that all State and Local and Private Procurement Requirements Have Been Met.

(Complete the certification in the paragraph that applies and strike out that which is not applicable)

1. I hereby certify that the (County) (City) (Town) (Village) (Other _____) of _____, awarded the contract appended hereto pursuant in whole ~~or~~ in part to NYS Department of State Contract No. _____ in accordance with all requirements of law and Article 5A of the General Municipal Law, as follows: (place check mark where applicable)

_____ Contract for professional services, public works contracts involving not more than \$20,000 or purchase contracts involving not more than \$10,000, procured according to the policies and procedures of the municipality adopted pursuant to General Municipal Law §104-b.

_____ Contract for public works contracts involving more than \$20,000 or purchase contracts involving more than \$10,000, procured pursuant to the bidding requirements of General Municipal Law §103.

Print name

Signature

Title

Date

Certification of Grantee to New York State Department of State that all State and Local and Private Procurement Requirements Have Been Met

2. I hereby certify that the (Insert NYC Agency or Borough name) _____ of the City of New York awarded the contract appended hereto pursuant in whole or in part to NYS Department of State Contract No. _____ in accordance with all requirements of law and Article 5A of the General Municipal Law, as follows:(place check mark where applicable)

_____ Contract for professional services, public works contracts involving not more than \$20,000 or purchase contracts involving not more than \$10,000, procured according to the rules and regulations of the Policy Procurement Board.

_____ Contracts for public works contracts involving more than \$20,000 or purchase contracts involving more than \$10,000, procured to the bidding requirements of General Municipal Law §103 and the regulations of the Procurement Policy Board.

Print Name

Title
(Agency Chief Contracting Officer must sign)

Signature

Date

3. I hereby certify that the (Insert name of not-for-profit organization) _____ awarded the contract appended hereto pursuant in whole or in part to Department of State Contract No. _____ in accordance with all requirements of law, including the NYS Not-for-Profit Corporation law and the bylaws of this organization, and pursuant to a publicly advertised process to ensure the prudent and economical use of public funds to obtain maximum quality at reasonable cost.

Print Name

Title

Signature

Date

APPENDIX B
Budget
Budget Summary Sheet

A. SALARIES, WAGES AND FRINGE	\$ _____
B. TRAVEL	\$ _____
C. SUPPLIES/MATERIALS	\$ _____
D. EQUIPMENT	\$ _____
E. CONTRACTUAL SERVICES	\$ _____
TOTAL	\$ _____
STATE FUNDING	\$ _____
LOCAL SHARE	\$ _____

The **TOTAL** of your **BUDGET** and the State funding and local share amounts must equal the amounts on the **CONTRACT FACE PAGE!**

The **BUDGET** is intended to show the items of expense which will be funded under this Contract plus the local share amount. Please do not show the entire cost of the project if it exceeds the amount of funding provided by this Contract, plus the minimum required local share amount.

Please be advised that where there is a conflict between Appendix B and Appendix E, concerning the budget, Appendix B shall control.

Budget Detail Sheet

A. SALARIES, WAGES AND FRINGE

<u>Title</u>	<u>Amount Charged to this Project</u>

TOTAL SALARIES, WAGES AND FRINGE

\$ _____

B. TRAVEL

Please indicate destination, purpose and cost of such travel.

TOTAL TRAVEL

\$ _____

Budget Detail Sheet

C. SUPPLIES/MATERIALS

Please use general categories such as office supplies, printing supplies, and like category descriptions. Indicate the cost of each category.

TOTAL SUPPLIES/MATERIALS

\$ _____

D. EQUIPMENT

Please list each item of equipment that exceeds \$200.00 per item and has a useful life of one year or more. Group items of less than \$200.00 each into general categories indicating total cost per category.

TOTAL EQUIPMENT

\$ _____

Budget Detail Sheet

E. CONTRACTUAL SERVICES

This category includes items such as, postage, rental or repairs to equipment, lease of equipment and contracted services.

TOTAL CONTRACTUAL SERVICES

\$ _____

APPENDIX C
Payment and Reporting Schedule

I. Payment Schedule

- A. The Department shall make interim payments for eligible costs incurred up to an amount not to exceed 90% of the State Funds Awarded. The final payment will be made upon satisfactory completion of the Project activities funded pursuant to this Agreement.
- B. Not more frequently than once every 30 days, a properly executed payment request, on forms as prescribed by the Department, a program progress report, and any work products documenting completion of one or more of the tasks set forth in Appendix D, Program Workplan, and **total project costs incurred to date**, may be submitted.
 1. Payment provided above shall be made to the Contractor upon the submission by the Contractor of properly executed payment request. Such request shall contain the following: (a) "Summary Sheet Documentation Forms" as provided by the Department, for reimbursement of actual and eligible expenditures, (b) the required report and work products, and c) a properly executed State Voucher.
 2. Payment requests will be reviewed in accordance with the terms and conditions of this Agreement to determine total allowable project costs incurred and the level of project completion to date. For the purpose of determining the level of reimbursement, otherwise allowable project costs may be reduced if the level of project completion is deemed insufficient.
 3. Total allowable project costs, adjusted pursuant to 2. above, will be prorated between State Funds and Local Share costs in the same proportions as Total State Funds is to Total Local Share as set forth on the Face Page.
 4. Interim payments will be issued in amounts equal to the allowable project costs incurred as calculated in 2. above, less all previous payments to date.
 5. The final payment will be issued upon receipt and approval of a payment request marked "FINAL" documenting all project costs incurred and tasks completed and submission of the Final Project Summary Report. Such final payment request shall be submitted within 60 days following the ending date of this Agreement.

II. Reporting

- A. By submission of a payment request as described in I.B. above, the Contractor certifies the information accurately represents such accomplishments and expenses as recorded in the Contractor's accounting records, including, where goods or services are provided by third parties not party to this Agreement, a certification that any payment obligations arising from the provision of such goods or services have been paid by the Contractor and do not duplicate reimbursement or costs and services received from other sources.
- B. Notwithstanding the above requirements, upon written notification by the Department, the Contractor may be required to submit source documentation and additional verification of

C. Payment requests shall be submitted to:

New York State Department of State
Division of Local Government - QCP
41 State Street - 9th Floor
Albany, New York, 12231-0001
Attention: Quality Communities Contract Coordinator

- D. Claimed expenditures per cost category may not exceed the amounts indicated in the Budget, Appendix B, by ten percent (10%) without approval of the Department, provided that the Total Project Cost as set forth in Appendix B, Budget Summary is not exceeded. Any expenditure in excess of such 10% or that changes the State Share or Local Share funding amount shall require an amendment to the Project Budget submitted in writing by the Contractor and approved by the Department. No expenditures shall be allowed for items not set forth in the Project Budget without written approval of the Department.

III. Other

- A. Notwithstanding the submission of timely and properly executed payment requests, the Department shall be under no obligation to make payment for expenditures incurred without the prior Department approvals and/or amendments required under this Agreement and, further, shall have the right to withhold any such payment pending the execution of such approval and/or amendment.
- B. Interest income earned on funds received pursuant to this Agreement shall be used to further the purpose of this Project or shall be deducted from total eligible cost to determine the net eligible costs to be reimbursed by the Department.
- C. The Department shall have the right to conduct on-site progress assessments and reviews of the Project and Contractor's books and records during the life of this Agreement and for a reasonable time following issuance of the FINAL payment. The Contractor shall furnish proper facilities, where necessary or useful, for such access and inspection.
- D. The Department shall be entitled to disallow any cost or expense, or terminate or suspend this Agreement, if found that the Contractor has misrepresented any expenditures or project activities in this Agreement, or in any progress reports or payment requests made pursuant hereto.
- E. The Contractor shall maintain separate fiscal books and records for all funds received through the Department and project activities conducted pursuant to this Agreement, and shall make all such books and records available to the Department, the Office of the State Comptroller, or their designated representatives for inspection and audit for a period of six years following termination of this Agreement.
- F. By submission of this Agreement and payment requests provided for herein Contractor warrants that funds claimed and received pursuant to this Agreement do not duplicate reimbursements or payments from any other source.

APPENDIX D

PROGRAM WORK PLAN

(To Be Developed By Contractor in Consultation with DOS)

1. Project Description

- A. Brief summary of project, geographic area, partners, goals and objectives, studies, history of project, relationship to other projects etc.

2. Project Components

- A. Initial scoping meeting (determine whether project advisory committee to be formed).
- B. Procurement (must be in accord w/Municipality's procurement policy).
 - (i) If project is to be performed by a consultant and subject to competitive bid, the Contractor shall prepare Draft RFP for DOS review.
- C. Identify separate tasks and deliverables with a schedule for completion for each and associated costs.
Items which should be considered by Contractor include:
 - (i) Public participation process
 - (ii) Other tasks and deliverables based upon application and scoping meeting. Depending on nature of project, tasks and deliverables could include:
 - a. Vision Statement
 - b. Maps/GIS
 - c. Intermunicipal agreement
 - d. Inventory of conditions
 - e. Economic or market analysis
 - f. Land use plan or functional plan
 - g. Action plan/strategies
 - h. Designs and plans
 - i. Local laws or ordinances
 - J. Other

3. Review and Status

- A. DOS shall review Project Components for consistency with the application and scoping meeting.
- B. Contractor shall provide Project Status Reports every six months and when payment is requested. Please build these reports into the work schedule.

Please attach additional pages as necessary.

APPENDIX E
GRANT APPLICATION

Insert Appendix E here.

**APPENDIX X
Modification Agreement Form**

Agency Code: 19000
Contract Period: _____

Contract No.: _____
Funding for Period: _____

This is an AGREEMENT between THE STATE OF NEW YORK, acting by and through the New York State Department of State, having its principal office at 41 State Street, Albany, New York, 12231 (hereinafter referred to as the STATE), and (hereinafter referred to as the CONTRACTOR), for modification of Contract Number, as amended above and in attached Appendice(s) _____.

All other provisions of said AGREEMENT shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the dates appearing under their signatures.

CONTRACTOR SIGNATURE

By: _____

(print name)

Title: _____

Date: _____

DEPARTMENT OF STATE

By: _____

(print name)

Title: _____

Date: _____

State Agency Certification: "In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract."

CONTRACTOR

State of New York)
County of _____)ss:

On this _____ day of _____, 20____, before me personally came _____ to me known, who, being by me duly sworn, did depose and say that he is the _____ of _____ the contractor described in and which executed the above instrument; and that he signed his/her name thereto by order of the governing body of the above mentioned contractor.

NOTARY PUBLIC

APPROVED: Alan G. Hevesi, State Comptroller

Title: _____
Date: _____

7/17/07

Adopted

TOWN OF RIVERHEAD

ORDER CALLING PUBLIC HEARING
RIVERHEAD SEWER DISTRICT
LATERAL SEWER MAIN
Route 58 Hotel Plaza

Resolution #706

Adopted _____

COUNCILMAN DENSIESKI
Councilperson _____ offered the following resolution
which was seconded by Councilperson COUNCILWOMAN BLASS.

WHEREAS, a hearing was previously conducted on March 20, 2007, and

WHEREAS, H2M, consulting engineers to the Riverhead Sewer District, have amended the Map and Plan by letter dated July 11, 2007, entitled "Addendum #1 (Revised)" which letter is on file with the Riverhead Town Clerk, and

WHEREAS, the location of the site for the proposed hotel complex is located within the boundaries of the Riverhead Sewer District and encompasses approximately 7 acres, and

WHEREAS, the Sewer District's existing gravity sewers do not extend to the boundaries of the hotel property and it is the responsibility of the applicant to provide for the necessary facilities that are required to service the applicant,, and

WHEREAS, the costs for the extension of the district's facilities, the on-site collection and transmission system and the payment of Sewer District key money are the sole responsibility of the property owner (applicant) and

WHEREAS, the applicant's cost to connect to the sewer system is estimated to be approximately \$770,000, with key money in the amount of \$122,850, and

WHEREAS, additional key money shall be due for the additional building at such time as it is approved and key money shall be charged thereon at the prevailing rate, and

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

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board will hold a public hearing on the 7th day of August, 2007, at 2:15 p.m. at the Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, to hear all interested persons with regard to the proposed lateral sewer main of Route 58 Hotel Plaza, and

BE IT FURTHER RESOLVED, that the Town Clerk be and is hereby authorized to publish and post a copy of this resolution in full in the July 26, 2007, edition of The News Review, and

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

BY ORDER OF THE RIVERHEAD
TOWN BOARD
BARBARA GRATTAN
TOWN CLERK

Dated: July 17, 2007
Riverhead, NY 11901

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

THE VOTE
Dunleavy yes ___ no Bartunek yes ___ no
Blass yes ___ no Densieski yes ___ no
Cardinale yes ___ no
THE RESOLUTION WAS ___ WAS NOT
THEREFORE DULY ADOPTED

July 17, 2007

Adopted

TOWN OF RIVERHEAD

Resolution # 707

**AUTHORIZES TOWN CLERK TO PUBLISH AND POST PUBLIC NOTICE TO
CONSIDER THE PURCHASE OF DEVELOPMENT RIGHTS OF A PARCEL
LOCATED IN THE TOWN OF RIVERHEAD (purported owner: Richard Manzi,
Trustee, Robert G. Manzi, Jr. Irrevocable Trust)**

COUNCILWOMAN BLASS _____ offered the following resolution, was seconded
by **COUNCILMAN BARTUNEK** _____ :

WHEREAS, pursuant to the provisions of §247 of the New York State General Municipal Law, fee simple owners of agricultural lands may elect to sell and the Town of Riverhead may elect to purchase development rights associated with said lands; and

WHEREAS, Richard Manzi, Trustee, Robert G. Manzi, Jr. Irrevocable Trust, has expressed a desire to sell the development rights on approximately 31 acres of agricultural lands located on Riley Avenue, Calverton, New York, at \$90,000.00 per acre, further described as Suffolk County Tax Map #0600-099.00-02.00-013.003, to the Town of Riverhead.

WHEREAS, the County of Suffolk and the Town of Riverhead are desirous of sharing the cost of purchasing said development rights, and

WHEREAS, the County of Suffolk will acquire a seventy percent (70%) undivided interest in and to the premises, and the Town of Riverhead will acquire a thirty percent (30%) undivided interest in and to the premises, as tenants in common,

NOW THEREFORE BE IT RESOLVED, that the Town Clerk be and is hereby authorized to publish and post the attached public notice to consider the purchase of development rights of agricultural lands owned by Richard Manzi, Trustee, Robert G. Manzi, Jr., Irrevocable Trust, once in the July 26, 2007 issue of the News Review, the official newspaper designated for these purposes, and also to cause a copy of the proposed purchase of development rights to be posted on the sign board of the Town in the Office of the Town Clerk; and be it further

RESOLVED, that the Town Clerk be and is hereby directed to forward a copy of this resolution to Richard Manzi, Trustee, Robert G. Manzi, Jr. Irrevocable Trust, P.O. Box 702, Rocky Point, New York 11778; the Farmland Select Committee; Peconic Land Trust, Attn: Marian Sumner, 296 Hampton Road, P.O. Box 1776, Southampton, New York, 11969; the Planning Department; the Assessor's Office; the Tax Receiver's Office; the Accounting Office and the Town Attorney's Office.

THE VOTE

Bartunek	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Dunleavy	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Blass	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Densieski	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Cardinale	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No			

The Resolution Was Was Not
Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD
NOTICE OF PUBLIC HEARING**

PLEASE TAKE NOTICE that a public hearing will be held on the 7th day of August, 2007 at 2:20 PM o'clock p.m., at the Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York to hear all interested persons to consider the purchase of development rights on 31.0 +/- acres of agricultural lands owned by Richard Manzi, Trustee, Robert G. Manzi, Jr. Irrevocable Trust, located on Riley Avenue, Calverton, New York, at \$90,000.00 per acre, further described as Suffolk County Tax Map #0600-099.00-02.00-013.003, to the Town of Riverhead, pursuant to §247 of the New York State General Municipal Law and Chapter 44 of the Riverhead Town Code.

Dated: Riverhead, New York
July 17, 2007

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD

BARBARA GRATTAN, Town Clerk

July 17, 2007

Adopted

TOWN OF RIVERHEAD

Resolution # 708

**AUTHORIZES TOWN CLERK TO PUBLISH AND POST PUBLIC NOTICE TO
CONSIDER THE PURCHASE OF DEVELOPMENT RIGHTS OF A PARCEL
LOCATED IN THE TOWN OF RIVERHEAD (purported owner: Joseph B.
Sieminski Trust, Estate of Stephanie L. Sieminski)**

COUNCILMAN BARTUNEK

_____ offered the following resolution, was seconded

COUNCILMAN DUNLEAVY

by _____ :

WHEREAS, pursuant to the provisions of §247 of the New York State General Municipal Law, fee simple owners of agricultural lands may elect to sell and the Town of Riverhead may elect to purchase development rights associated with said lands; and

WHEREAS, Joseph B. Sieminski Trust, Estate of Stephanie L. Sieminski, c/o Anthony B. Tohill, Esq., has expressed a desire to sell the development rights on approximately 42 acres of agricultural lands located on Main Road, Jamesport, New York, at \$83,000.00 per acre, further described as Suffolk County Tax Map #0600-069.00-02.00-018.000, to the Town of Riverhead.

WHEREAS, the County of Suffolk and the Town of Riverhead are desirous of sharing the cost of purchasing said development rights, and

WHEREAS, the County of Suffolk will acquire a seventy percent (70%) undivided interest in and to the premises, and the Town of Riverhead will acquire a thirty percent (30%) undivided interest in and to the premises, as tenants in common,

NOW THEREFORE BE IT RESOLVED, that the Town Clerk be and is hereby authorized to publish and post the attached public notice to consider the purchase of development rights of agricultural lands owned by Joseph B. Sieminski Trust, Estate of Stephanie L. Sieminski c/o Anthony B. Tohill, Esq, once in the July 26, 2007 issue of the News Review, the official newspaper designated for these purposes, and also to cause a copy of the proposed purchase of development rights to be posted on the sign board of the Town in the Office of the Town Clerk; and be it further

RESOLVED, that the Town Clerk be and is hereby directed to forward a copy of this resolution to Joseph B. Sieminiski Trust, Estate of Stephanie L. Sieminiski c/o Anthony B. Tohill, Esq., 12 First Street, P.O. Box 1330, Riverhead, New York 11901-0903; the Farmland Select Committee; Peconic Land Trust, Attn: Marian Sumner, 296 Hampton Road, P.O. Box 1776, Southampton, New York, 11969; the Planning Department; the Assessor's Office; the Tax Receiver's Office; the Accounting Office and the Town Attorney's Office.

THE VOTE

Bartunek	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Dunleavy	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Blass	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Densieski	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Cardinale	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No			

The Resolution Was Was Not
Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD
NOTICE OF PUBLIC HEARING**

PLEASE TAKE NOTICE that a public hearing will be held on the 7th day of August, 2007 at 2:25 PM o'clock p.m., at the Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York to hear all interested persons to consider the purchase of development rights on 42 +/- acres of agricultural lands owned by Joseph B. Sieminiski Trust, Estate of Stephanie L. Sieminski c/o Anthony B. Tohill, Esq., located on Main Road, Jamesport, New York, at \$83,000.00 per acre, further described as Suffolk County Tax Map #0600-069.00-02.00-018.000, to the Town of Riverhead, pursuant to §247 of the New York State General Municipal Law and Chapter 44 of the Riverhead Town Code.

Dated: Riverhead, New York
July 17, 2007

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD

BARBARA GRATTAN, Town Clerk

July 17, 2007

Adopted

TOWN OF RIVERHEAD

Resolution # 709

**AUTHORIZES TOWN CLERK TO PUBLISH AND POST PUBLIC NOTICE TO
CONSIDER THE PURCHASE OF DEVELOPMENT RIGHTS OF A PARCEL
LOCATED IN THE TOWN OF RIVERHEAD (purported owner: Shoreline
Development Corp. c/o Peter Schembri)**

COUNCILMAN DUNLEAVY

_____ offered the following resolution, was seconded

COUNCILMAN DENSIESKI

by _____ :

WHEREAS, pursuant to the provisions of §247 of the New York State General Municipal Law, fee simple owners of agricultural lands may elect to sell and the Town of Riverhead may elect to purchase development rights associated with said lands; and

WHEREAS, Shoreline Development Corp. c/o Peter Schembri, has expressed a desire to sell the development rights on approximately 39 acres of agricultural lands located on Sound Avenue, Wading River, New York, at \$96,000.00 per acre, further described as Suffolk County Tax Map #0600-058.00-02.00-013.001 & 014.000 and 0600-076.00-02.00-009.000, to the Town of Riverhead.

WHEREAS, the County of Suffolk and the Town of Riverhead are desirous of sharing the cost of purchasing said development rights, and

WHEREAS, the County of Suffolk will acquire a seventy percent (70%) undivided interest in and to the premises, and the Town of Riverhead will acquire a thirty percent (30%) undivided interest in and to the premises, as tenants in common,

NOW THEREFORE BE IT RESOLVED, that the Town Clerk be and is hereby authorized to publish and post the attached public notice to consider the purchase of development rights of agricultural lands owned by Shoreline Development Corp. c/o Peter Schembri once in the July 26, 2007 issue of the News Review, the official newspaper designated for these purposes, and also to cause a copy of the proposed purchase of development rights to be posted on the sign board of the Town in the Office of the Town Clerk; and be it further

RESOLVED, that the Town Clerk be and is hereby directed to forward a copy of this resolution to Shoreline Development Corp. c/o Peter Schembri, 102 Sandpiper Drive, Riverhead, New York 11901; the Farmland Select Committee; Peconic Land Trust, Attn: Marian Sumner, 296 Hampton Road, P.O. Box 1776, Southampton, New York, 11969; the Planning Department; the Assessor's Office; the Tax Receiver's Office; the Accounting Office and the Town Attorney's Office.

THE VOTE

Bartunek	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Dunleavy	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Blass	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Densieski	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Cardinale	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No			

The Resolution Was Was Not
Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD
NOTICE OF PUBLIC HEARING**

PLEASE TAKE NOTICE that a public hearing will be held on the 7th day of August, 2007 at 2:05 PM o'clock p.m., at the Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York to hear all interested persons to consider the purchase of development rights on 39 +/- acres of agricultural lands owned by Shoreline Development Corp. c/o Peter Schembri, located on Sound Avenue, Wading River, New York, at \$96,000.00 per acre, further described as Suffolk County Tax Map #0600-058.00-02.00-013.001 & 014.000 and 0600-076.00-02.00-009.000, to the Town of Riverhead, pursuant to §247 of the New York State General Municipal Law and Chapter 44 of the Riverhead Town Code.

Dated: Riverhead, New York
July 17, 2007

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD

BARBARA GRATTAN, Town Clerk

Adopted

AUTHORIZES THE ISSUANCE OF OVERNIGHT DOCKING VOUCHERS

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

WHEREAS, the Town of Riverhead wishes to foster a positive relationship with the boating community; and

WHEREAS, the Town of Riverhead hosts the Blues Festival each year; and

WHEREAS, the Town of Riverhead wishes to promote use of the Municipal Riverfront Docking by Blues Festival attendees on non-event weekends;

NOW THEREFORE BE IT RESOLVED, that the Town authorizes the issuance of a voucher for an additional night of dockage with each purchase of docking for the Blues Festival paid at the full price; and

BE IT FURTHER RESOLVED, the voucher issued will be substantially in the format attached hereto, but may actually vary in its final issued form; and

BE IT FURTHER RESOLVED, that the Town Clerk be and is authorized to forward a copy of this resolution to the Accounting Department, Police Department, Supervisor's office, and Town Attorney.

THE VOTE
Dunleavy yes ___ no Bartunek yes ___ no
Blass yes ___ no Densieski yes ___ no
Cardinale ___ yes ___ no
THE RESOLUTION WAS ___ WAS NOT
THEREFORE DULY ADOPTED

RIVERHEAD TOWN OVERNIGHT DOCKING PERMIT

The bearer of this certificate is entitled to _____, number of nights of **FREE** docking at the Riverhead Town Municipal Riverfront Docking area.

***The dates of overnight docking must be printed and displayed on this form on the vessel where they can be viewed from the dock.

DATES

----- cut here

BOATERS ALSO ENJOY THE FOLLOWING:

\$5.00 OF
P.O.P. TICKET
ATLANTIS MARINE WORLD

----- cut here

JERRY & THE MERMAID
AFTER COMPLETION OF DINNER ENJOY
ONE COMPLIMENTARY ICE CREAM CREPE

----- cut here

BAGEL LOVERS DELI
10% OFF BREAKFAST OR LUNCH

----- cut here

DIGGER O'DELLS
10% OFF
ANY MEAL

----- cut here

TWEEDS
20% OFF
ANY MEAL

----- cut here

RIVERHEAD DOCKING VOUCHER

WELCOME TO RIVERHEAD

Adopted

7/17/07

TOWN OF RIVERHEAD

Resolution # 711

AUTHORIZES TOWN CLERK TO REPUBLISH AND POST PUBLIC NOTICE TO CONSIDER THE PURCHASE OF DEVELOPMENT RIGHTS OF A PARCEL LOCATED IN THE TOWN OF RIVERHEAD (purported owners: John Bell and Raymond Bell)

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

WHEREAS, pursuant to the provisions of §247 of the New York State General Municipal Law, fee simple owners of agricultural lands may elect to sell and the Town of Riverhead may elect to purchase development rights associated with said lands; and

WHEREAS, John Bell and Raymond Bell have expressed a desire to sell the development rights on approximately 20± acres of agricultural lands located on Roanoke Avenue, Riverhead, New York, at \$90,000.00 per acre, further described as Suffolk County Tax Map #0600-063.00-02.00-p/o 004.000, to the Town of Riverhead.

WHEREAS, the County of Suffolk and the Town of Riverhead are desirous of sharing the cost of purchasing said development rights, and

WHEREAS, the County of Suffolk will acquire a seventy percent (70%) undivided interest in and to the premises, and the Town of Riverhead will acquire a thirty percent (30%) undivided interest in and to the premises, as tenants in common,

NOW THEREFORE BE IT RESOLVED, that the Town Clerk be and is hereby authorized to republish and post the attached public notice to consider the purchase of development rights of agricultural lands owned by John Bell and Raymond Bell, once in the July 26, 2007 issue of the News Review, the official newspaper designated for these purposes, and also to cause a copy of the proposed purchase of development rights to be posted on the sign board of the Town in the Office of the Town Clerk; and be it further

RESOLVED, that the Town Clerk be and is hereby directed to forward a copy of this resolution to John Bell and Raymond Bell, c/o Peter S. Danowski, Jr., Esq., 616 Roanoke Avenue, Post Office Box 779, Riverhead, Riverhead, New York 11901; the Farmland Select Committee; Peconic Land Trust, Attn: Marian Sumner, 296 Hampton Road, P.O. Box 1776, Southampton, New York, 11969; the Planning Department; the Assessor's Office; the Tax Receiver's Office; the Accounting Office and the Town Attorney's Office.

THE VOTE

Bartunek	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Dunleavy	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Blass	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Densieski	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Cardinale	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No			

The Resolution Was Was Not
Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD
NOTICE OF PUBLIC HEARING**

PLEASE TAKE NOTICE that a public hearing will be held on the 21st day of August, 2007 at 7:05 PM o'clock p.m., at the George Young Community Center, South Jamesport Avenue, Jamesport, New York to hear all interested persons to consider the purchase of development rights on 20+/- acres of agricultural lands owned by John Bell and Raymond Bell, located on Roanoke Avenue, Riverhead, New York, at \$90,000.00 per acre, further described as Suffolk County Tax Map #0600-63.00-02.00-p/o 004.000 to the Town of Riverhead, pursuant to §247 of the New York State General Municipal Law and Chapter 44 of the Riverhead Town Code.

Dated: Riverhead, New York
July 17, 2007

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD

BARBARA GRATTAN, Town Clerk

Adopted

7/17/07

TOWN OF RIVERHEAD

Resolution # 712

AUTHORIZES TOWN CLERK TO REPUBLISH AND POST PUBLIC NOTICE TO CONSIDER THE PURCHASE OF DEVELOPMENT RIGHTS OF A PARCEL LOCATED IN THE TOWN OF RIVERHEAD (purported owners: Walter Hodun and Edmond Hodun, Jr.)

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

WHEREAS, pursuant to the provisions of §247 of the New York State General Municipal Law, fee simple owners of agricultural lands may elect to sell and the Town of Riverhead may elect to purchase development rights associated with said lands; and

WHEREAS, Walter Hodun and Edmond Hodun, Jr. have expressed a desire to sell the development rights on approximately 74± acres of agricultural lands located on Reeves Avenue, Riverhead, New York, at \$90,000.00 per acre, further described as Suffolk County Tax Map #0600-065.00-01.00-p/o 009.002, to the Town of Riverhead.

WHEREAS, the County of Suffolk and the Town of Riverhead are desirous of sharing the cost of purchasing said development rights, and

WHEREAS, the County of Suffolk will acquire a seventy percent (70%) undivided interest in and to the premises, and the Town of Riverhead will acquire a thirty percent (30%) undivided interest in and to the premises, as tenants in common,

NOW THEREFORE BE IT RESOLVED, that the Town Clerk be and is hereby authorized to republish and post the attached public notice to consider the purchase of development rights of agricultural lands owned by Walter Hodun and Edmond Hodun, Jr., once in the July 26, 2007 issue of the News Review, the official newspaper designated for these purposes, and also to cause a copy of the proposed purchase of development rights to be posted on the sign board of the Town in the Office of the Town Clerk; and be it further

RESOLVED, that the Town Clerk be and is hereby directed to forward a copy of this resolution to Walter Hodun and Edmond Hodun, Jr., c/o Peter S. Danowski, Jr., Esq., 616 Roanoke Avenue, Post Office Box 779, Riverhead, Riverhead, New York 11901; the Farmland Select Committee; Peconic Land Trust, Attn: Marian Sumner, 296 Hampton Road, P.O. Box 1776, Southampton, New York, 11969; the Planning Department; the Assessor's Office; the Tax Receiver's Office; the Accounting Office and the Town Attorney's Office.

THE VOTE

Bartunek	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Dunleavy	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Blass	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Densieski	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

Cardinale Yes No

The Resolution Was Was Not
Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD
NOTICE OF PUBLIC HEARING**

PLEASE TAKE NOTICE that a public hearing will be held on the 21st day of August, 2007 at 7:10 PM o'clock p.m., at the George Young Community Center, South Jamesport Avenue, Jamesport, New York to hear all interested persons to consider the purchase of development rights on 74+/- acres of agricultural lands owned by Walter Hodun and Edmond Hodun, Jr., located on Reeves Avenue, Riverhead, New York, at \$90,000.00 per acre, further described as Suffolk County Tax Map #0600-65.00-01.00-p/o 009.002 to the Town of Riverhead, pursuant to §247 of the New York State General Municipal Law and Chapter 44 of the Riverhead Town Code.

Dated: Riverhead, New York
July 17, 2007

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD

BARBARA GRATTAN, Town Clerk

Adopted

7/17/07

TOWN OF RIVERHEAD

Resolution # 713

AUTHORIZES TOWN CLERK TO REPUBLISH AND POST PUBLIC NOTICE TO CONSIDER THE PURCHASE OF DEVELOPMENT RIGHTS OF A PARCEL LOCATED IN THE TOWN OF RIVERHEAD (purported owners: 353 Manor Lane, LLC a/k/a Totino)

COUNCILMAN DUNLEAVY

offered the following resolution, was seconded

by COUNCILMAN DENSIESKI :

WHEREAS, pursuant to the provisions of §247 of the New York State General Municipal Law, fee simple owners of agricultural lands may elect to sell and the Town of Riverhead may elect to purchase development rights associated with said lands; and

WHEREAS, 353 Manor Lane, LLC has expressed a desire to sell the development rights on approximately 35± acres of agricultural lands located on Manor Lane, Riverhead, New York, at \$88,000.00 per acre, further described as Suffolk County Tax Map #0600-047.00-01.00-p/o 003.002, to the Town of Riverhead.

WHEREAS, the County of Suffolk and the Town of Riverhead are desirous of sharing the cost of purchasing said development rights, and

WHEREAS, the County of Suffolk will acquire a seventy percent (70%) undivided interest in and to the premises, and the Town of Riverhead will acquire a thirty percent (30%) undivided interest in and to the premises, as tenants in common,

NOW THEREFORE BE IT RESOLVED, that the Town Clerk be and is hereby authorized to republish and post the attached public notice to consider the purchase of development rights of agricultural lands owned by 353 Manor Lane, LLC once in the July 26, 2007 issue of the News Review, the official newspaper designated for these purposes, and also to cause a copy of the proposed purchase of development rights to be posted on the sign board of the Town in the Office of the Town Clerk; and be it further

RESOLVED, that the Town Clerk be and is hereby directed to forward a copy of this resolution to Joseph Totino, 151-24 18th Avenue, Whitestone, New York 11357; the Farmland Select Committee; Peconic Land Trust, Attn: Marian Sumner, 296 Hampton Road, P.O. Box 1776, Southampton, New York, 11969; the Planning Department; the Assessor's Office; the Tax Receiver's Office; the Accounting Office and the Town Attorney's Office.

THE VOTE

Bartunek	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Dunleavy	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Blass	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Densieski	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Cardinale	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No			

The Resolution Was Was Not
Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD
NOTICE OF PUBLIC HEARING**

PLEASE TAKE NOTICE that a public hearing will be held on the 21st day of August, 2007 at 7:15 PM o'clock p.m., at the George Young Community Center, South Jamesport Avenue, Jamesport, New York to hear all interested persons to consider the purchase of development rights on 35+/- acres of agricultural lands owned by 353 Manor Lane, LLC, located on Manor Lane, Riverhead, New York, at \$88,000.00 per acre, further described as Suffolk County Tax Map #0600-47.00-01.00-p/o 003.002 to the Town of Riverhead, pursuant to §247 of the New York State General Municipal Law and Chapter 44 of the Riverhead Town Code.

Dated: Riverhead, New York
July 17, 2007

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD

BARBARA GRATTAN, Town Clerk

Adopted

RESOLUTION # 714 ABSTRACT #07-25 July 05, 2007 (TBM 07/17/07)				
COUNCILMAN DENSIESKI offered the following Resolution which was seconded by				
COUNCIL WOMAN BLASS				
FUND NAME		CD-7/3/07	CHECKRUN TOTALS	GRAND TOTALS
GENERAL FUND	1	\$ 5,500,000.00	727,049.90	6,227,049.90
PAL ACCOUNT	4	\$ 15,000.00		15,000.00
TEEN CENTER	5	\$ 8,000.00		8,000.00
RECREATION PROGRAM FUND	6	\$ 125,000.00	5,109.86	130,109.86
CHILD CARE	9	\$ 14,000.00		14,000.00
TOWN BOARD SPECIAL PROGRAM	24	\$ 20,000.00		20,000.00
YOUTH COURT SCHOLARSHIP	27	\$ 1,000.00		1,000.00
ANIMAL SPAY/NEUTER	29	\$ 1,000.00		1,000.00
ECONOMIC DEVELOPMENT ZONE FUND	30	\$ 30,000.00	2,938.47	32,938.47
RECREATION YOUTH	31	\$ 2,000.00		2,000.00
HIGHWAY FUND	111	\$ 525,000.00	89,366.97	614,366.97
WATER DISTRICT	112	\$ 200,000.00	54,049.69	254,049.69
REPAIR & MAINTENANCE RESERVE	113	\$ 595,000.00	381,000.00	976,000.00
RIVERHEAD SEWER DISTRICT	114	\$ 2,775,000.00	38,436.12	2,813,436.12
REFUSE & GARBAGE COLLECTION DI	115	\$ 1,300,000.00	6,186.97	1,306,186.97
STREET LIGHTING DISTRICT	116	\$ 165,000.00	7,653.65	172,653.65
PUBLIC PARKING DISTRICT	117	\$ 125,000.00	3,420.00	128,420.00
BUSINESS IMPROVEMENT DIST	118	\$ 90,000.00		90,000.00
AMBULANCE DISTRICT	120	\$ 175,000.00	1,959.28	176,959.28
EAST CREEK DOCKING FACILITY	122		182.47	182.47
CALVERTON SEWER DISTRICT	124	\$ 150,000.00	5,479.63	155,479.63
RIVERHEAD SCAVANGER WASTE DIST	128	\$ 40,000.00	22,141.46	62,141.46
SEWER DISTRICT FUND	130	\$ 185,000.00		185,000.00
WORKERS' COMPENSATION FUND	173	\$ 1,200,000.00	1,951.18	1,201,951.18
RISK RETENTION FUND	175	\$ 225,000.00		225,000.00
UNEMPLOYMENT FUND	176	\$ 50,000.00		50,000.00
REVOLVING LOAN PROGRAM	178	\$ 59,000.00		59,000.00
RESIDENTIAL REHAB	179	\$ 17,000.00		17,000.00
CDBG CONSORTIUM ACCOUNT	181	\$ 14,000.00	18,469.20	32,469.20
UDC WORKING	182	\$ 17,000.00		17,000.00
RESTORE	184	\$ 25,000.00		25,000.00
PUBLIC PARKING DEBT SERVICE	381	\$ 35,000.00		35,000.00
GENERAL FUND DEBT SERVICE	384	\$ 5,175,000.00		5,175,000.00
SCAVENGER DEBT SERVICE	385	\$ 100,000.00		100,000.00
SUFFOLK THEATER DEBT SERVICE	386	\$ 118,000.00		118,000.00
TOWN HALL CAPITAL PROJECTS	406		2,306.29	2,306.29
800 SERIES	408	\$ 20,000.00		20,000.00
TWO BEARS CAPITAL PROJECT	440	\$ 35,000.00		35,000.00
YOUTH SERVICES CAP PROJECT	452	\$ 5,000.00	4,482.28	9,482.28
SENIORS HELP SENIORS CAP PROJE	453		2,378.31	2,378.31
EISEP CAP PROJECT	454	\$ 115,000.00	124.16	115,124.16
MUNICIPAL FUEL FUND	625		1,805.00	1,805.00
MUNICIPAL GARAGE FUND	626		14,160.19	14,160.19
TRUST & AGENCY	735		839,161.72	839,161.72
SPECIAL TRUST	736	\$ 750,000.00		750,000.00
COMMUNITY PRESERVATION FUND	737	\$ 3,900,000.00	5,341.03	3,905,341.03
CDA CALVERTON	914	\$ 410,000.00		410,000.00
				0.00
TOTAL ALL FUNDS		\$ 24,311,000.00	2,235,153.83	26,546,153.83

THE VOTE

Dunleavy yes no Bartunek yes no

Blass yes no Densieski yes no

Cardinale yes no

THE RESOLUTION WAS WAS NOT
THEREFORE DULY ADOPTED

Adopted

RESOLUTION # 714 ABSTRACT #07-26 July 12, 2007 (TBM 07/17/07)			
COUNCILMAN DENSIESKI COUNCILWOMAN BLASS offered the following Resolution which was seconded by			
FUND NAME		CD-NONE	CHECKRUN TOTALS
			GRAND TOTALS
GENERAL FUND	1		196,972.75
RECREATION PROGRAM FUND	6		3,986.00
HIGHWAY FUND	111		1,019.99
WATER DISTRICT	112		82,020.53
RIVERHEAD SEWER DISTRICT	114		43,853.98
REFUSE & GARBAGE COLLECTION	115		1,692.74
STREET LIGHTING DISTRICT	116		25,439.19
PUBLIC PARKING DISTRICT	117		2,610.61
AMBULANCE DISTRICT	120		848.95
EAST CREEK DOCKING FACILITY	122		771.34
RIVERHEAD SCAVANGER WASTE D	128		6,583.67
WORKERS' COMPENSATION FUND	173		3,579.84
CDBG CONSORTIUM ACOUNT	181		101.25
WATER DISTRICT DEBT SERVICE	383		675.69
GENERAL FUND DEBT SERVICE	384		4,855.56
TOWN HALL CAPITAL PROJECTS	406		59,385.93
MUNICIPAL FUEL FUND	625		1,566.73
MUNICIPAL GARAGE FUND	626		8,902.46
TRUST & AGENCY	735		842.50
COMMUNITY PRESERVATION FUND	737		2,726.20
TOTAL			448,435.91

THE VOTE

Dunleavy yes ___ no ___ Bartunek yes ___ no ___

Blass yes ___ no ___ Densieski yes ___ no ___

Cardinale ___ yes ___ no ___

THE RESOLUTION WAS ___ WAS NOT

THEREFORE DULY ADOPTED