

JULY 3, 2012

CDA RESOLUTION LIST:

CDA

Res. #10 Authorizes and Consents to CAPS Realty Holdings LLC and Eastern Wholesale Fence Entry onto CDA Premises and Use of Credits for Freight Rail Track

CDA

Res. #11 Authorizes PSA with PMKB Consulting Associates LLC for an Economic Impact Analysis of Calverton Sewer District STP Upgrade

TOWN BOARD RESOLUTION LIST:

Res. #496 Awards Bid for Quick Lube Maintenance for Use by the Riverhead Water District

Res. #497 Establishment of New Bank Account at Suffolk County National Bank and Closure of Account at Citibank and Chase

Res. #498 General Town Planning Department Budget Adjustment

Res. #499 Riverhead Sewer District Land Acquisition Capital Project Budget Adoption

Res. #500 Street Lighting District Budget Adjustment

Res. #501 Authorizes Amendment #1 to Dunn Engineering Associates, P.C., PSA for Safe Routes to School

Res. #502 Ratifies the Appointment of an Intern to the Police Department (Michael Kitz)

Res. #503 Appoints a Recreation Aide to the Riverhead Youth Bureau's 2012 Summer Programs

Res. #504 Accepts the Resignation of a Detention Attendant (Deborah Taylor)

Res. #505 Accepts the Resignation of a Kennel Attendant (Lori Walters)

Res. #506 Authorization to Publish Advertisement for Bio-Diesel Fuel for Use by the Town of Riverhead

- Res. #507** Authorization to Publish Advertisement for Diesel Fuel for Use by the Town of Riverhead
- Res. #508** Appoints an Assistant Recreation Leader to the Recreation Department (Jonathan LaGue)
- Res. #509** Appoints Seasonal Call-In Lifeguards to the Recreation Department
- Res. #510** Ratifies the Appointment of a Seasonal Lifeguard to the Recreation Department (Mairead Glynn)
- Res. #511** Appoints a Call-In Seasonal Beach Attendant to the Recreation Department (Matthew Carroll)
- Res. #512** Ratifies the Appointment of Summer Recreation Aides to the Recreation Department
- Res. #513** Ratifies the Authorization of Selling the Annual Beach Permits by Warren's Tackle Center, Fisherman's Deli and the Grind Café
- Res. #514** Authorizes Town Clerk to Publish and Post the Attached Notice to Bidders for the Removal of Liquid Sludge
- Res. #515** Appoints the Law Firm Smith, Finkelstein, Lundberg, Isler and Yakaboski, LLP, as Special Counsel in the Matter Laurence Oxman v. the Town of Riverhead, Philip Cardinale, Dawn C. Thomas, Leroy E. Barnes, Richard Downs, George Bartunek, and Barbara Blass and Authorizes the Supervisor to Execute a Retainer Agreement Regarding Same
- Res. #516** Adopts a Local Law Amending Chapter 10 Entitled "Civil Claims" of the Riverhead Town Code (§10-1. Compliance Required)
- Res. #517** Authorizes the Town Clerk to Publish and Post Public Notice of Public Hearing to Consider a Proposed Local Law for an Amendment to Chapter 101 "Vehicles & Traffic" of the Riverhead Town Code (§101-4. One Way Streets)
- Res. #518** Authorizes the Town Clerk to Publish and Post Public Notice of Public Hearing to Consider a Proposed Local Law to Amend Chapter 101 "Vehicles & Traffic" of the Riverhead Town Code (§101-7 Turns)
- Res. #519** Authorizes the Supervisor to Execute an Agreement with Cummins Power Systems, LLC, Regarding Generator Maintenance Service for the Riverhead Water District

- Res. #520** Authorizes the Supervisor to Execute a Musical Works License Agreement with SESAC LLC
- Res. #521** Approves Amendment to Professional Services Agreement with BFJ Planning
- Res. #522** Adopts a Local Law for the Addition of Chapter 99 Entitled “Taxicabs and Vehicles for Hire” of the Riverhead Town Code
- Res. #523** Authorizes Co-Sponsorship of Weekly Saturday Farmer’s Market and Craft Show with the Riverhead Business Improvement District Management Association, Inc.
- Res. #524** Approves Chapter 90 Application of Forgotten Friends of Long Island Inc. (Animal Rescue Summer Festival and Adoption Day – August 18, 2012)
- Res. #525** Approves the Application for Fireworks Permit of Jamesport Fire Department (July 14, 2012)
- Res. #526** Approves the Chapter 90 Application of Kent Animal Shelter (5K Run/Walk at Martha Clara Vineyards – September 23, 2012)
- Res. #527** Approves the Chapter 90 Application of Old Steeple Community Church (Annual Antique Fair – August 25, 2012)
- Res. #528** Authorizes the Supervisor to Execute a Municipal Cooperation Agreement – Renewal No. 3 with the Riverhead Central School District Regarding Unleaded Fuel Services
- Res. #529** Authorizes the Supervisor to Execute a Retainer Agreement (Richard Zuckerman, Esq. of Lamb and Barnosky, LLP)
- Res. #530** Approves the Chapter 90 Application of Sports Authority (Sidewalk Sale Event – July 4, 2012 – August 26, 2012)
- Res. #531** Authorizes Final Payment to Dunn Engineering, PC for Grangebel Park Improvement Project 2010 #0759.14
- Res. #532** Authorizes Town Final Check to Dunn Engineering, PC for Calverton Rail Spur Project, #0935.61
- Res. #533** Authorizes the Supervisor to Execute a Grant Agreement with NYS DOS for BOA Funding

- Res. #534** Classifies Action, Declares Lead Agency and Determines Environmental Significance on Proposed Amendment of the Town of Riverhead Comprehensive Plan, Zoning Map and Text as Applicable to the Wading River Route 25A Corridor
- Res. #535** Authorizes Town Clerk to Publish and Post a Public Notice Wading River Corridor Study as Amendment to the Town of Riverhead Comprehensive Plan Adopted November 2003
- Res. #536** Accepts the Resignation of a Traffic Control Officer (Stephen Santoro)
- Res. #537** Authorizes the Town Clerk to Publish and Post a Public Notice to Consider a Local Law to Amend the Zoning Use District Map of the Town of Riverhead to Provide for Multi-Family Residential Zoning Use District to the Exclusion of the Existing Business CR Zoning Use District
- Res. #538** Authorizes the Town Clerk to Publish and Post Public Notice to Consider a Local Law to Amend Chapter 108 Entitled “Zoning” of the Riverhead Town Code (Article XXXIV – Multifamily Residential Professional Office Zone)
- Res. #539** Authorizes Town Clerk to Publish and Post Public Notice to Consider a Local Law to Amend Chapter 108 Entitled, “Zoning” of the Riverhead Town Code (Business CR Zoning Use District [Rural Neighborhood Business])
- Res. #540** Authorizes Funding Application to New York State of Support I Love New York Tourism Funding
- Res. #541** Appoints a Town Building and Planning Administrator
- Res. #542** Pays Bills

07.03.12
12010

ADOPTED

**TOWN OF RIVERHEAD COMMUNITY
DEVELOPMENT AGENCY**

Resolution # 10

**AUTHORIZES AND CONSENTS TO CAPS REALTY HOLDINGS LLC AND
EASTERN WHOLESALE FENCE ENTRY ONTO CDA PREMISES AND USE OF
CREDITS FOR FREIGHT RAIL TRACK**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, with the goal of promoting the redevelopment of the Enterprise Park at Calverton (EPCAL) the Town of Riverhead undertook restoration of the freight rail track at the premises; and

WHEREAS, the freight rail rehabilitation project undertaken at the Enterprise Park at Calverton (EPCAL) has been completed; and

WHEREAS, CAPS Realty Holdings LLC and Eastern Wholesale Fence (Eastern Fence) proposes restoration of the rail siding upon its property to further freight rail usage at EPCAL; and

WHEREAS, the project by Eastern Fence required application to the New York State Department of Environmental Conservation (DEC); and

WHEREAS, in order to approve the application by Eastern Fence, DEC requires that Eastern Fence submit proof that it may enter upon the CDA property; and

WHEREAS, DEC is also requiring consent from the CDA that Eastern Fence may use credits for track that was removed by the CDA; and

WHEREAS, Eastern Fence by their attorney has requested in writing that the CDA consent to the entry by Eastern Fence upon the CDA property to complete the freight rail restoration as well as consent to use by Eastern Fence of any credits for removed track; and

WHEREAS, with the understanding it does not set precedent, the CDA finds that the proposal by Eastern Fence will promote freight rail use at EPCAL.

NOW THEREFORE BE IT RESOLVED, that the CDA be and hereby consents and authorizes Eastern Fence entry upon CDA property and use of credits, if any for removed

track subject to and conditioned upon Eastern Fence providing proof of insurance and indemnification in a form determined satisfactory to the Town Attorney; and be it further

RESOLVED, that the CDA be and hereby grants its consents and authorization with the understanding that this action shall not establish any precedent; and be it further

RESOLVED, that Eastern Fence shall not entry upon CDA property until such time as it has furnished proof of insurance and has entered in an indemnification and/or license agreement in a form determined satisfactory to the Town Attorney; and be it further

RESOLVED, that the Town Attorney, or designee is hereby authorized to forward a letter to legal counsel for Eastern Fence in substantially the same form as that attached hereto; and be it further

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted



TOWN OF RIVERHEAD

Office of the Town Attorney

200 HOWELL AVENUE, RIVERHEAD, NEW YORK 11901-2596

(631) 727-3200 Fax: (631) 727-6152

Robert F. Kozakiewicz, Town Attorney – Ext. 216

Annemarie Prudenti
Deputy Town Attorney
Ext. 608

Daniel P. McCormick
Deputy Town Attorney
Ext. 605

William M. Duffy
Deputy Town Attorney
Ext. 378

Laura J. Calamita
Paralegal
Ext. 215

July 5, 2012

New York State Department of Environmental
Conservation Division of Environmental Permits,
Region 1 SUNY @ Stony Brook
50 Circle Road
Stony Brook, N.Y. 11790-3409

Attn: Mark Carrara
Deputy Permit Administrator

Re: CAPS Realty Holdings LLC and Eastern Wholesale Fence Co.
Scott Avenue, Calverton, N.Y. Train Track Restoration
& Install
Your application #1-4730-01325/00002

Dear Mr. Carrara:

I am writing this letter on behalf of Eastern Wholesale Fence Company Inc. concerning the above referenced application number. It is my understanding that the DEC has requested a letter from the Town of Riverhead consenting to their traversing upon Town of Riverhead Community Development Agency property in order to allow the property owner to perform work on their rail. In addition, it is also my understanding that the DEC has requested permission from the Town of Riverhead Community Development Agency to allow the applicant, CAPS Realty Holding, LLC, to use any credit for removed train track from the Town of Riverhead Community Development Agency property on their site. This would be under the Track Rehabilitation Permit issued under permit #1-4730-01415/00001.

Please accept this letter as a formal consent and authorization on behalf of the Town of Riverhead Community Development Agency to allow the CAPS Realty Holdings, LLC and Eastern Wholesale Fence Co. Inc. to traverse upon Town of Riverhead Community Development Agency property to perform work on their site subject to CAPS Realty Holdings, LLC and Eastern Wholesale Fence Co. Inc. providing proof of insurance and indemnification.

Page two – Letter to New York State DEC

June 27, 2012

Re: CAPS Realty Holdings, LLC

Furthermore, the Town of Riverhead Community Development Agency consents and authorizes the applicant, CAPS Realty Holdings, LLC to use, as credits on their property, any track that had been removed from the property under the previously mentioned permit number.

I trust and hope this letter conforms with the request of the DEC. Should there be any questions with respect to the consents provided by the Town of Riverhead Community Development Agency, please contact the undersigned.

Very truly yours,

Robert Kozakiewicz
Town Attorney

**TOWN OF RIVERHEAD
COMMUNITY DEVELOPMENT AGENCY**

Resolution # 11

**AUTHORIZES PSA WITH PMKB CONSULTING ASSOCIATES LLC FOR
AN ECONOMIC IMPACT ANALYSIS OF CALVERTON SEWER DISTRICT STP
UPGRADE**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, the Town of Riverhead Community Development Agency (CDA) along with additional public and private partners seeks to submit a New York State funding application through the Long Island Regional Economic Development Council under Governor Cuomo's Consolidated Funding Application ("CFA") process to develop enhanced sewer infrastructure at EPCAL to service businesses in the Town of Riverhead and Eastern Long Island; and

WHEREAS, the proposed sewer infrastructure project is necessary to support development at EPCAL and will implement Long Island Economic Development Regional Council strategic plan goals to create jobs, enhance tax base, and incentivize private investment in the region through smart growth development; and

WHEREAS, the proposed sewer infrastructure project will implement Town of Riverhead CDA goals to redevelop the Enterprise Park at Calverton in an effort to create jobs and generate tax base by supporting targeted sustainable regional growth; and

WHEREAS, each Regional Economic Development Council will compete for economic aid through competitive awards to projects that support identified key regional issues and opportunities, support a regional economic vision, and address key issues and outline major elements of the strategic plans; and

WHEREAS, the Long Island Economic Development Regional Council has developed criteria for "Transformative Project Proposals" for the Long Island Region that will focus on the near-term creation and retention of jobs, in particular those that leverage public and private investment dollars and provide a return on public investment; and

WHEREAS, the Community Development Agency in an effort to produce the most compelling economic argument for New York State funding and support for the development of EPCAL requested and received a proposal from PMKB Consulting

Associates LLC that projects the economic impact of the Calverton Sewer District Treatment Plant upgrade as well as the proposed EPCAL Buildout in 2025; and

NOW, THEREFORE, BE IT RESOLVED, that PMKB Consulting Associates LLC be and is hereby authorized to proceed with the scope of services outlined in the June 26, 2012, Proposal For An Economic Impact Study of the Proposed EPCAL Buildout in 2025, annexed hereto, in the amount not to exceed Ten Thousand Dollars & 00/100 (\$10,000.00); and

BE IT FURTHER RESOLVED, that the Town Board be and does hereby authorize the Town Supervisor to sign the PMKB Consulting Associates LLC Professional Services Agreement for the above referenced project based on the attached June 26, 2012, Proposal For An Economic Impact Study of the Proposed EPCAL Buildout in 2025, annexed hereto, in the amount not to exceed Ten Thousand Dollars & 00/100 (\$10,000.00), subject to final review and approval by the office of the Town Attorney; and

BE IT FURTHER RESOLVED, that the Town Board be and does hereby authorize a Town of Riverhead Purchase Order amendment in the amount of \$10,000; and

BE IT FURTHER RESOLVED, that the Town Board of the Town of Riverhead be and does hereby authorize the Town Clerk to forward a copy of this resolution to PMKB Consulting Associates LLC, 11 Westminster Road, Syosset, New York 11791-6615, 516-433-3629 and an electronic copy of the adopted resolution to the Community Development Department, the Engineering Department, the Town Attorney and the Accounting Department; and

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

THE VOTE

Giglio Yes No

Gabrielsen Yes No

Wooten Yes No

Dunleavy Yes No

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

CONSULTANT/PROFESSIONAL SERVICES AGREEMENT

This Agreement made the _____ of June, 2012 between the TOWN OF RIVERHEAD, a municipal corporation organized and existing under the laws of New York, with its office located at 200 Howell Avenue, Riverhead, New York 11901 (hereinafter referred to as the "Town") and PMKB CONSULTING ASSOCIATES, LLC, a corporation existing under the laws of the State of New York with a principal place of business at 11 Westminster Road, Syosset, New York, 11791, (hereinafter referred to as "Consultant").

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

1. SCOPE OF SERVICES

During the term of this Agreement, Consultant shall furnish the following services*:

Task One: Based on the budgets developed by H2M Corporation for Plan A and Plan B, the consultant will estimate the secondary economic impact of spending associated with constructing a wastewater treatment facility to service the preliminary subdivision at EPCAL.

Task Two: Based on data shown in Table 1 of the absorption analysis for the non-residential portion of EPCAL prepared by RKG Associates, the consultant will estimate the number of direct full-time equivalent jobs likely to be created by the non-residential portion of EPCAL in 2025.

Task Three: Employment multipliers for each relevant industry will be applied to the direct employment estimates developed in Task 2 to estimate the secondary jobs likely to be created in each industry category at full buildout in 2025.

Task Four: Using estimates of direct jobs developed in Task 2, payrolls associated with these jobs in 2025 will be estimated.

Task Five: Appropriate earnings multipliers will be applied to direct payrolls developed in Task 4 to estimate the secondary payrolls likely to be generated by the 2025 by the non-residential EPCAL buildout.

Task Six: Much of the commercial space planned for EPCAL, ranging from 239,190 SF to 358,785 SF, will be subject to sales taxes.

Task Seven: The Town of Riverhead's current property tax estimates based on 2011/12 tax rates will be incorporated into the report.

*A more comprehensive list of services is annexed hereto and made a part hereof as Exhibit "A". In addition it is understood by and between the Consultant and the Town that the Consultant may be required to amend or supplement the information provided related to Tasks One through Seven between the preliminary filing of July 16, 2012 and subsequent/final filing anticipated on or about August 31, 2012 and all such services related to Tasks One through Seven which require amendment or supplement shall be provided without additional compensation but included in the fee for services identified in paragraph three below and identified in Schedule A.

These services are to be rendered by Consultant as an independent contractor and not as an employee of Town.

2. TERM OF AGREEMENT

The Agreement shall commence immediately upon execution of this Agreement for Professional Service Agreement and shall terminate upon completion of all services rendered identified in the scope of services set forth above. It is understood that time is of the essence for completion of the services and time limitations are related to the New York State Funding application through the Long Island Regional Economic Development Council "CFA" funding process.

3. PAYMENT

For these services, Town will pay Consultant a flat rate not to exceed \$10,000.00 as set forth in the attached schedule. The Town shall not have any liability for any other expenses or costs incurred by Consultant. Invoices for services shall contain the following statement signed by Consultant, or if this Agreement is with a firm, an officer or authorized representative of the firm: "I hereby certify, to the best of my knowledge and belief, that this invoice is correct, and that all items invoiced are based upon actual costs incurred or services rendered consistent with the terms of the professional services agreement." Invoices shall reference this Agreement or otherwise be identified in such a manner as Town may reasonably require.

4. RIGHTS TO DOCUMENTS OR DATA

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

5. PUBLICITY

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

6. ASSIGNMENT AND SUBCONTRACTING

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

7. TERMINATION

This Agreement may be terminated at any time by either party upon 30 days written notice to the other party. In the event of such termination, Town shall have no further obligation to Consultant

except to make any payments which may have become due under this Agreement.

8. RECORDS

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

9. CHANGES

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

10. NOTICES

Any notice shall be considered as having been given: (i) to Town of Riverhead if mailed by certified mail, postage prepaid to Town of Riverhead, Attention: Christine Kempner, Director of the Community Development Agency, 200 Howell Avenue, Riverhead, New York 11901 AND Office of Town Attorney, 200 Howell Avenue, Riverhead, New York 11901; or (ii) to Consultant if mailed by certified mail, postage prepaid to PMKB CONSULTING ASSOCIATES, LLC, 11 Westminster Road, Syosset, New York, 11791.

11. COMPLIANCE WITH LAWS

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

12. INSURANCE, INDEMNITY AND LIABILITY

Consultant shall carry Comprehensive General Liability Insurance and, if applicable, worker's compensation insurance. Consultant hereby indemnifies and holds the Town, its departments, officers, agents and employees, harmless against any and all claims, actions or demands against Town, its departments, officers, agents and employees and against any and all damages, liabilities or expenses, including counsel fees, arising out of the acts or omissions of Consultant under this Agreement.

13. CONFLICT OF INTEREST

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

14. DISCLOSURE

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

15. DISPUTES

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

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

By: Sean M. Walter, Supervisor
Town of Riverhead
200 Howell Avenue
Riverhead, New York 11901

By: Pearl M. Kamer, Ph.D, President
PMKB CONSULTING ASSOCIATES, LLC
11 Westminster Road
Syosset, New York 11791

TOWN OF RIVERHEAD

RESOLUTION # 496

AWARDS BID FOR QUICK LUBE MAINTENANCE
FOR USE BY THE RIVERHEAD WATER DISTRICT

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, the Town Clerk was authorized to publish and post a notice to bidders for quick lube maintenance for use by the Riverhead Water District; and

WHEREAS, bids were received, opened and read aloud on the 25th day of June, 2012, at 11:00 a.m. at Town Hall, 200 Howell Avenue, Riverhead, New York 11901, the date, time and place given in the notice to bidders; and

WHEREAS, the Town Board has reviewed all bids received.

NOW, THEREFORE, BE IT

RESOLVED, that the bid for quick lube maintenance for use by the Riverhead Water District be and is hereby awarded to North Shore Generator Systems, Inc., per the attached bid proposal; and be it further

RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to North Shore Generator Systems, Inc., 1860 Pond Road, Ronkonkoma, New York, 11778; and be it further

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

BID PROPOSAL SHEET

1. Quick Lube Bid (three [3] units total) \$ 1350⁰⁰ L.S. per unit (450/unit)
2. Quick Lube Bid with Generator (seven [7] units) \$ 3150⁰⁰ L.S. per unit (450/unit)

COMPANY North Shore
Generator Systems Inc.
22 Industrial Blvd, Suite 12A
Medford, NY 11763

Riverhead Water District

TOWN OF RIVERHEAD

Resolution # 497

**ESTABLISHMENT OF NEW BANK ACCOUNTS AT
SUFFOLK COUNTY NATIONAL BANK AND
CLOSURE OF ACCOUNTS AT CITIBANK AND CHASE**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, the Financial Administrator has determined it would be beneficial to the Town to have the Highway District account, the Ambulance District account and the Public Parking District account located at Suffolk County National Bank in order to more effectively manage the Towns cash,

BE IT RESOLVED, that the Supervisor be and is hereby authorized to establish three bank accounts at Suffolk County National Bank in the following names: Town of Riverhead Highway District, Town of Riverhead Ambulance District, and Town of Riverhead Public Parking District, and

BE IT RESOLVED, that the Supervisor be and is hereby authorized to close the Highway District Account with Chase Bank as well as the Public Parking District Account with Capital One

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

07.03.12
120498

ADOPTED

TOWN OF RIVERHEAD

Resolution # 498

**GENERAL TOWN
PLANNING DEPARTMENT**

BUDGET ADJUSTMENT

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Planning Director is requesting a transfer of funds;

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

		<u>FROM</u>	<u>TO</u>
001.000000.499999	Appropriated Fund Balance	54,000	
001.080200.543950	Planning Consultant		54,000

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

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

07.03.12
120499

ADOPTED

TOWN OF RIVERHEAD

Resolution # 499

**RIVERHEAD SEWER DISTRICT LAND ACQUISITION
CAPITAL PROJECT**

BUDGET ADOPTION

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, Resolution 12-471 authorized the Sewer District to purchase property for the purpose of increasing and improving the Riverhead Sewer District facilities associated with the reconstruction of the Defriest Pump Station;

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

	<u>FROM</u>	<u>TO</u>
114.000000.499999 Riverhead Sewer District Fund Balance	175,000	
414.019400.521000.20035 Capital Outlay-Land		160,000
414.019400.543000.20035 Professional Service		15,000

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

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

07.03.12
120500

ADOPTED

TOWN OF RIVERHEAD

Resolution # 500

STREET LIGHTING DISTRICT

BUDGET ADJUSTMENT

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, the Town Engineer is requesting a transfer of funds for the purchase of uniforms in the Street Lighting District;

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

		<u>FROM</u>	<u>TO</u>
116.051820.546520	License Agreement	3,000	
116.051820.542400	Uniforms		3,000

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

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

07.03.12
120501

ADOPTED

TOWN OF RIVERHEAD

Resolution #501

**AUTHORIZES AMENDMENT #1 TO DUNN ENGINEERING ASSOCIATES, P.C., PSA
FOR SAFE ROUTES TO SCHOOL**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, the Town of Riverhead wishes to implement a program of improvements that will enhance the bicycling and pedestrian experience and encourage the use of bicycles and walking as alternative means of transportation among various centers in Town and the Schools; and

WHEREAS, the New York State Department of Transportation (“NYSDOT”) sponsors the Safe Routes to Schools Program (“Safe Routes”) to fund infrastructure and non-infrastructure projects that encourage and aid students in grades K-8 to walk and bike to school; and

WHEREAS, the purpose of the Safe Routes Program is to enable and to encourage children to walk and bicycle to school, to make bicycling and walking a safer and more appealing transportation alternative, thereby encouraging a healthy and active lifestyle from an early age, and to facilitate the planning, development and implementation of projects and activities that will improve safety and reduce traffic, fuel consumption and air pollution in the vicinity of schools; and

WHEREAS, the U.S. Department of Transportation through the New York State Department of Transportation Enhancements Program awarded the Town of Riverhead a Safe Routes to School grant to complete these improvements; and

WHEREAS, the Community Development Department and Engineering Department requested and received a proposal for professional engineering services for design, bid document preparation and construction administration for the new facilities; and

WHEREAS, the Town Board by Resolution #862 dated September 15, 2009, authorized Dunn Engineering Associates, P.C., to provide professional engineering services for the Safe Routes to School project based on a 2009 proposal for \$32,000; and

WHEREAS, the Community Development Department and Engineering Department requested an additional proposal and received the proposal dated October 13, 2011, attached for professional engineering services for additional design revisions and accompanying bid document preparation for the new facilities; and

NOW, THEREFORE, BE IT RESOLVED, that Dunn Engineering Associates, P.C. be and is hereby authorized to proceed with the scope of services outlined in their October 13,

2011, proposal, annexed hereto, in the amount not to exceed Three Thousand, Five Hundred Forty-two Dollars & 82/100 (\$3,542.82); and

BE IT FURTHER RESOLVED, that the Town Board be and does hereby authorize the Town Supervisor to sign Amendment #1 to the Dunn Professional Services Agreement for the above referenced project based on the attached Dunn proposal dated October 13, 2011, subject to final review and approval by the office of the Town Attorney; and

BE IT FURTHER RESOLVED, that the Town Board be and does hereby authorize a Town of Riverhead Purchase Order amendment in the amount of Three Thousand, Five Hundred Forty-two Dollars & 82/100 (\$3,542.82); and

BE IT FURTHER RESOLVED, that the Town Board of the Town of Riverhead be and does hereby authorize the Town Clerk to forward a copy of this resolution to Dunn Engineering Associates, P.C., 66 Main Street, Westhampton Beach, NY 11978, and an electronic copy of the adopted resolution to the Community Development Department, the Engineering Department, the Town Attorney and the Accounting Department; and

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

THE VOTE

Giglio Yes No

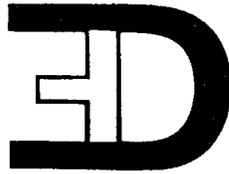
Gabrielsen Yes No

Wooten Yes No

Dunleavy Yes No

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted



Dunn Engineering Associates, P.C.

Consulting Engineers

66 Main Street
Westhampton Beach, N.Y. 11978
631-288-2480
631-288-2544 Fax

October 13, 2011

Town of Riverhead
Community Development Agency
200 Howell Avenue
Riverhead, NY 11901

Attn: Ms. Christina Kempner, Director

Re: Proposal for Professional Engineering Services
Safe Routes to Schools Program
Riverhead Central School District Main Campus
PIN 0759.49.321

Dear Ms. Kempner:

As requested by Mr. Ken Testa, PE, Dunn Engineering Associates, P.C. (DEA) is pleased to provide this proposal for professional engineering services associated with the above Federally funded project. The efforts described in this proposal provide services in connection with the ongoing review of the construction bid package for the project by NYSDOT. DEA prepared and submitted the package, and NYSDOT has recently provided review comments on it, requiring revisions prior to approval to advertise the project for bidding.

At the direction of Mr. Testa, DEA revised and resubmitted the plans for review by NYSDOT on October 11, 2011. Since the submittal, NYSDOT has made several requests for additional revisions, changing item numbers in anticipation of some local items being disallowed next year, and requiring that special specifications used in the project be reviewed and approved. Note that although the specifications in question were distributed by NYSDOT specifically for use on SRTS projects, it appears that the most expedient course of action is to comply with their request. Since the specs are DOT's to begin with, approval should be a formality.

Accordingly, as agreed by Mr. Testa, NYSDOT has been advised that the DEA will comply with their requests and resubmit on the Town's behalf.

Therefore, DEA will revise the drawings and provide the required forms for approval of the special specs. Upon completion of the plan revisions, DEA will revise the bid tabulation tables to reflect the revisions, recalculate the construction cost estimate, revise the contract bid book, and resubmit the entire package electronically.

Ms. Christina Kempner
October 13, 2011
Page 2

The cost for this effort will be billed based on DEA's standard hourly rates, as attached.

Including the time already spent at Mr. Testa's request in addressing the DOT's comments and resubmitting the plans on October 11, 2011, the cost for these efforts will be as follows:

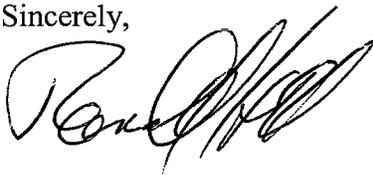
Title	Hours	Hourly Rate	Total Cost
Associate Engineer	5.0	\$160.14	\$800.70
Project Engineer	16.0	\$144.36	\$2,309.76
Senior Drafter	4.0	\$108.09	\$432.36
Total	25.0		\$3,542.82

No work beyond finalizing the plans and bid documents is included in this estimate. Any additional work that arises from further comments on the submittals from NYSDOT, over and above that described previously, will be billed at our hourly rates, as will any other work performed at the Town's request and direction.

We will advise the Town immediately upon receipt of any additional comments or requests by NYSDOT, and will not proceed in addressing them until approval is obtained from the Town to proceed.

If our proposal meets with your approval, please provide a Town purchase order in the above amount. If you have any questions or any suggested modifications, please contact me so that you can be assured that our professional engineering services will be accomplished to your full satisfaction.

Sincerely,



RONALD HILL, P.E.
Principal

RH:VC:as
A1879 / P28138

07.03.12
120502

ADOPTED

TOWN OF RIVERHEAD

Resolution # 502

RATIFIES THE APPOINTMENT OF AN INTERN TO THE POLICE DEPARTMENT

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, John Jay College, has requested the Riverhead Police Department to partner with them in an internship program; and,

WHEREAS, the Riverhead Police Department agrees to expose this student to the police profession as part of his education through a 96-hour training program.

NOW, THEREFORE, BE IT RESOLVED, effective June 19, 2012, the Town Board hereby ratifies the appointment of Michael Kitz, a student at John Jay College, as an Intern for the Riverhead Police Department through completion of the program; and,

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

THE VOTE

Giglio Yes No

Gabrielsen Yes No

Wooten Yes No

Dunleavy Yes No

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

07.03.12
120503

ADOPTED

TOWN OF RIVERHEAD

Resolution # 503

**APPOINTS A RECREATION AIDE TO THE RIVERHEAD YOUTH BUREAU'S 2012
SUMMER PROGRAMS**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, the Town of Riverhead Youth Bureau needs to appoint an additional staff member to its 2012 summer programs; and

WHEREAS, a recommendation of a suitable candidate has been made by the Youth Bureau Executive Director.

NOW, THEREFORE, BE IT RESOLVED that effective for the period of July 2, 2012 through August 31, 2012 this Town Board appoints Sierra Smith to the position of Summer Program Recreation Aide at the hourly rate of \$8.25.

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

07.02.12
120504

ADOPTED

TOWN OF RIVERHEAD

Resolution # 504

ACCEPTS THE RESIGNATION OF A DETENTION ATTENDANT

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, Deborah Taylor, a Detention Attendant at the Riverhead Town Police Department, has submitted a letter to her supervising Lieutenant indicating her intent to resign effective June 19, 2012.

NOW, THEREFORE, BE IT RESOLVED, that this Town Board hereby accepts the resignation of Deborah Taylor.

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Deborah Taylor, the Personnel Officer and the Financial Administrator. Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device, and if needed, a certified copy of same can be obtained from the office of the Town Clerk.

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

07.03.12
120505

ADOPTED

TOWN OF RIVERHEAD

Resolution # 505

ACCEPTS THE RESIGNATION OF A KENNEL ATTENDANT

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, Lori Walters, a Kennel Attendant at the Riverhead Town Animal Shelter, has submitted a letter to the Town Personnel Officer indicating her intent to resign effective July 22, 2012.

NOW, THEREFORE, BE IT RESOLVED, that this Town Board hereby accepts the resignation of Lori Walters.

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Lori Walters, the Personnel Officer and the Financial Administrator. Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device, and if needed, a certified copy of same can be obtained from the office of the Town Clerk

THE VOTE

Giglio Yes No

Gabrielsen Yes No

Wooten Yes No

Dunleavy Yes No

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

07.03.12
120506

ADOPTED

TOWN OF RIVERHEAD

Resolution # 506

**AUTHORIZATION TO PUBLISH ADVERTISEMENT FOR BIO-DIESEL FUEL FOR
USE BY THE TOWN OF RIVERHEAD**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Town Clerk is authorized to publish and post a notice to bidders for proposals for BIO-DIESEL FUEL and;

WHEREAS, the Town Clerk is hereby authorized to publish and post the following public notice in the JULY 12, 2012 issue of the News Review;

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD
NOTICE TO BIDDERS**

Sealed bids for the purchase of BIO-DIESEL FUEL for the use in the Town of Riverhead, will be received at the Office of the Town Clerk, Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York until 11:05 am on JULY 20, 2012 at which time they will be publicly opened and read aloud.

Specifications may be examined and/or obtained on JULY 12, 2012 on the Town of Riverhead website at www.townofriverheadny.gov, click on bid requests or at the Office of the Town Clerk between the hours of 8:30 am and 4:30 pm weekdays, except holidays.

Each proposal must be submitted on the form provided in sealed envelope clearly marked BIO-DIESEL FUEL 2012. Any and all exceptions to the specifications must 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 to waive any formality if it believes such action to be in the best interest of the Town.

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

Diane M. Wilhelm, Town Clerk

07.03.12
120507

ADOPTED

TOWN OF RIVERHEAD

Resolution # 507

**AUTHORIZATION TO PUBLISH ADVERTISEMENT FOR DIESEL FUEL FOR USE
BY THE TOWN OF RIVERHEAD**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, the Town Clerk is authorized to publish and post a notice to bidders for proposals for DIESEL FUEL and;

WHEREAS, the Town Clerk is hereby authorized to publish and post the following public notice in the JULY 12, 2012 issue of the News Review;

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD
NOTICE TO BIDDERS**

Sealed bids for the purchase of DIESEL FUEL for the use in the Town of Riverhead, will be received at the Office of the Town Clerk, Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York until 11:00 am on JULY 20, 2012 at which time they will be publicly opened and read aloud.

Specifications may be examined and/or obtained on JULY 12, 2012 on the Town of Riverhead website at www.townofriverheadny.gov, click on bid requests or at the Office of the Town Clerk between the hours of 8:30 am and 4:30 pm weekdays, except holidays.

Each proposal must be submitted on the form provided in sealed envelope clearly marked DIESEL FUEL 2012. Any and all exceptions to the specifications must 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 to waive any formality if it believes such action to be in the best interest of the Town.

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

Diane M. Wilhelm, Town Clerk

07.03.12
120508

ADOPTED

TOWN OF RIVERHEAD

Resolution # 508

APPOINTS AN ASSISTANT RECREATION LEADER TO THE RECREATION DEPARTMENT

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, a Call-In Assistant Recreation Leader Level 2 is needed by the Riverhead Town Recreation Department

NOW THEREFORE BE IT RESOLVED, that effective July 5, 2012 this Town Board hereby appoints Jonathan LaGue to the position of Call-In Assistant Recreation Leader Level 2 to be paid the rate of \$10.45 per hour to the Recreation Department and

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

THE VOTE

Giglio Yes No

Gabrielsen Yes No

Wooten Yes No

Dunleavy Yes No

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

**RECREATION DEPARTMENT APPOINTMENTS
7/3/12 TOWN BOARD MEETING**

<u>Last</u>	<u>First</u>	<u>Title</u>	<u>Level</u>	<u>Start Date</u>	<u>End Date</u>	<u>Salary</u>
Boccafola	Kristin	Call-In Lifeguard	I	7/4/12	9/3/12	\$11.00
Freudenberg	Katharine	Call-In Lifeguard	I	7/4/12	9/3/12	\$11.00
Glynn	Kerry	Call-In Lifeguard	I	7/4/12	9/3/12	\$11.00
Hickox	Charles	Call-In Lifeguard	I	7/4/12	9/3/12	\$11.00
Hickox	Melissa	Call-In Lifeguard	I	7/4/12	9/3/12	\$11.00
Kollmer	Charles	Call-In Lifeguard	I	7/4/12	9/3/12	\$11.00
Loesch	Lawrence IV	Call-In Lifeguard	I	7/4/12	9/3/12	\$11.00

07.03.12
120509

ADOPTED

TOWN OF RIVERHEAD

Resolution # 509

APPOINTS SEASONAL CALL- IN LIFEGUARDS TO THE RECREATION DEPARTMENT

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, Lifeguards are needed by the Riverhead Town Recreation Department for seasonal work at the Town Beaches

NOW THEREFORE BE IT RESOLVED, that effective July 4, 2012 through and including September 3, 2012, this Town Board hereby appoints the attached list of Call-In Lifeguards to the Recreation Department

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

07.03.12
120510

ADOPTED

TOWN OF RIVERHEAD

Resolution # 510

**RATIFIES THE APPOINTMENT OF A SEASONAL LIFEGUARD TO THE
RECREATION DEPARTMENT**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, a Seasonal Lifeguard is needed by the Riverhead Town Recreation Department,

NOW THEREFORE BE IT RESOLVED, that effective July 2, 2012 through and including September 3, 2012, this Town Board hereby appoints Mairead Glynn to the position of Seasonal Lifeguard, Level 1, to be paid the rate of \$11.00 per hour and

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

THE VOTE

Giglio Yes No

Gabrielsen Yes No

Wooten Yes No

Dunleavy Yes No

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

07.03.12
120511

ADOPTED

TOWN OF RIVERHEAD

Resolution # 511

APPOINTS A CALL-IN SEASONAL BEACH ATTENDANT TO THE RECREATION DEPARTMENT

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, a Call-In Seasonal Beach Attendant is needed by the Riverhead Town Recreation Department

NOW THEREFORE BE IT RESOLVED, that effective July 4, 2012, through and including September 3, 2012, this Town Board hereby appoints Matthew Carroll to the position of Seasonal Beach Attendant, Level I, to be paid the rate of \$8.70 per hour to the Recreation Department and

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

**RECREATION DEPARTMENT RATIFIED APPOINTMENTS
7/3/12 TOWN BOARD MEETING**

<u>Last</u>	<u>First</u>	<u>Title</u>	<u>Level</u>	<u>Start Date</u>	<u>End Date</u>	<u>Salary</u>
Inzalaco	Joseph	Summer Recreation Aide	I	6/26/12	8/24/12	\$9.00
Padilla	Migdalia	Fill-In Summer Recreation Aide	I	6/26/12	8/24/12	\$9.00

07.03.12
120512

ADOPTED

TOWN OF RIVERHEAD

Resolution # 512

**RATIFIES THE APPOINTMENT OF SUMMER RECREATION AIDES
TO THE RECREATION DEPARTMENT**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, Summer Recreation Aides are needed by the Riverhead Town Recreation Department for Town Summer Recreation Camp Programs at various sites

NOW THEREFORE BE IT RESOLVED, that effective June 26, 2012 through and including August 24, 2012, this Town Board hereby appoints the attached list of Summer Recreation Program Leaders to the Recreation Department

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

07.03.12
120513

ADOPTED

TOWN OF RIVERHEAD

Resolution # 513

RATIFIES THE AUTHORIZATION OF SELLING THE ANNUAL BEACH PERMITS BY WARREN'S TACKLE CENTER, FISHERMAN'S DELI AND THE GRIND CAFE

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, Fisherman's Deli, located at 1315 West Main Street, Riverhead, NY 11901, request to sell annual and daily non-resident beach permits and South Jamesport boat ramp permits at their facilities from May 25th through September 3, 2012 without any reimbursement or services being charged.

WHEREAS, Warren's Tackle Center, located at 548 Main Road, Aquebogue, NY 11931 and The Grind Cafe, located at 2034 North Country Road, Wading River, NY 11792, requests to sell daily non-resident parking permits at their facility from May 25th, 2012 through September 3, 2012 without any reimbursement or services being charged.

NOW THEREFORE BE IT RESOLVED, the Town Board of Riverhead hereby authorizes Fisherman's Deli to sell annual and daily non-resident beach permits and South Jamesport boat ramp permits at prices set by the Riverhead Recreation Department.

NOW THEREFORE BE IT RESOLVED, the Town Board of Riverhead hereby authorizes Warren's Tackle Center and The Grind Cafe, Inc. to sell daily non-resident beach permits at prices set by the Riverhead Recreation Department.

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

07.03.12
120514

ADOPTED

TOWN OF RIVERHEAD

Resolution # 514

**AUTHORIZES TOWN CLERK TO PUBLISH AND POST THE ATTACHED NOTICE
TO BIDDERS FOR THE REMOVAL OF LIQUID SLUDGE**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

RESOLVED, that the Town Board be and does hereby authorize the Town Clerk to publish and post the attached Notice to Bidders in the July 12, 2012, issue of the official Town newspaper for the Removal of Liquid Sludge from the Riverhead Sewer District and Riverhead Scavenger Waste District, Riverhead, New York; and

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD
NOTICE TO BIDDERS

Sealed proposals for the Removal of Liquid Sludge will be received by the Town of Riverhead in the Office of the Town Clerk, Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York on July 23, 2012 at which time they will be publicly opened and read aloud at 11:30 am.

Plans and specifications may be examined on or about July 12, 2012 and can be obtained by visiting the Town of Riverhead website: www.riverheadli.com and click on Bid Requests.

Each proposal must be submitted on the form provided and must be in a sealed envelope clearly marked, "Removal of Liquid Sludge" and must be accompanied by a bid surety as stated in the Instructions to Bidders.

Please take further notice that the Town Board reserves the right to reject in whole or in part any or all bids, waive any informality in the bids and accept the bid which is deemed most favorable in the interest of the Town of Riverhead. The Town Board will use its discretion to make judgmental determination as to its best estimate of the lowest bidder.

BY ORDER OF THE RIVERHEAD TOWN BOARD
Diane M. Wilhelm, Town Clerk

Dated: July 12, 2012

07.03.12
120515

ADOPTED

TOWN OF RIVERHEAD

Resolution #515

APPOINTS THE LAW FIRM SMITH, FINKELSTEIN, LUNDBERG, ISLER AND YAKABOSKI, LLP, AS SPECIAL COUNSEL IN THE MATTER LAURENCE OXMAN V. THE TOWN OF RIVERHEAD, PHILIP CARDINALE, DAWN C. THOMAS, LEROY E. BARNES, RICHARD DOWNS, GEORGE BARTUNEK, and BARBARA BLASS AND AUTHORIZES THE SUPERVISOR TO EXECUTE A RETAINER AGREEMENT REGARDING SAME

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, the Town of Riverhead, Philip Cardinale, Dawn C. Thomas, Leroy E. Barnes, Richard Downs, George Bartunek, and Barbara Blass have been named as respondents in a notice of claim filed by Laurence Oxman, as the claimant; and

WHEREAS, the Town Board has determined that it would be appropriate to appoint special counsel to handle these matters,

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

RESOLVED, that the Supervisor is hereby authorized to execute the attached retainer agreement and the Town Clerk is hereby directed to forward a copy of this resolution and executed agreement to the Law Firm of Smith, Finkelstein, Lundberg, Isler and Yakaboski, LLP, 456 Griffing Avenue, Riverhead, New York; and be it further

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

THE VOTE

Giglio Yes No

Gabrielsen Yes No

Wooten Yes No

Dunleavy Yes No

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

RETAINER AGREEMENT

AGREEMENT made this ____ day of July 2012, by and between the Town of Riverhead, 200 Howell Avenue, Riverhead, New York (hereinafter the Town), and Smith, Finkelstein, Lundberg, Isler and Yakaboski, LLP, 456 Griffing Avenue, Riverhead, New York 11901 (hereinafter the Firm), pursuant to Resolution # _____ of the Town Board adopted on _____ as follows:

1. The Town retains the Firm to provide the legal services described in said resolution.
2. The Town agrees to pay the Firm at an hourly rate of \$175 an hour for partners; \$175 an hour for associates and \$85 an hour for paralegals.
3. The Town shall reimburse the Firm for actual disbursements.

TOWN OF RIVERHEAD

By: _____
Sean Walter
Town Supervisor

Smith, Finkelstein, Lundberg,
Isler and Yakaboski, LLP

By: _____
FRANK A. ISLER

07.03.12
120516

ADOPTED

TOWN OF RIVERHEAD

Resolution # 516

**ADOPTS A LOCAL LAW AMENDING CHAPTER 10 ENTITLED
"CIVIL CLAIMS" OF THE RIVERHEAD TOWN CODE
 (§10-1. Compliance Required.)**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, the Town Clerk was authorized to publish and post a public notice to hear all interested persons to consider a local law amending Chapter 10 entitled "Civil Claims" (§10-1. Compliance required.) of the Riverhead Town Code; and

WHEREAS, a public hearing was held on the 19th day of June, 2012 at 7:05 o'clock p.m. at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, the date, time and place specified in said public notice, and all persons wishing to be heard were heard.

NOW THEREFORE BE IT RESOLVED, that a local law amending Chapter 10 "Civil Claims", of the Riverhead Town Code is hereby adopted as specified in the attached notice of adoption; and be it further

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

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD
NOTICE OF ADOPTION**

PLEASE TAKE NOTICE, that the Town Board of the Town of Riverhead adopted a local law amending Chapter 10 entitled, "Civil Claims" of the Riverhead Town Code at its regular meeting held on July 3, 2012. **Be it enacted** by the Town Board of the Town of Riverhead as follows:

Chapter 10
CIVIL CLAIMS

§ 10-1. Compliance required.

No civil action shall be maintained against the Town of Riverhead, the Town of Riverhead Water District, the Town of Riverhead Sewer District, the Town of Riverhead Scavenger Waste District, the Town of Riverhead Streetlighting District, the Town of Riverhead Industrial Development Agency, Riverhead IDA Economic Job Development Corporation, Riverhead Housing Development Corporation, Riverhead Multifamily Housing Corporation, the Riverhead Parking District, the Community Development Agency, the Riverhead Business Improvement District and the Accessory Apartment Review Board unless the requirements of this chapter are fully met.

- Underline represents addition(s)

Dated: Riverhead, New York
July 3, 2012

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

DIANE M. WILHELM, Town Clerk

07.03.12
120517

ADOPTED

TOWN OF RIVERHEAD

Resolution # 517

**AUTHORIZES THE TOWN CLERK TO PUBLISH AND POST PUBLIC NOTICE OF
PUBLIC HEARING TO CONSIDER A PROPOSED LOCAL LAW FOR AN
AMENDMENT TO CHAPTER 101 "VEHICLES & TRAFFIC" OF THE RIVERHEAD
TOWN CODE (§101-4. One-way streets.)**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

NOW THEREFORE BE IT RESOLVED, that the Town Clerk is hereby authorized to publish and post the attached public notice to consider a proposed local law to amend Chapter 101 entitled, "Vehicles & Traffic" of the Riverhead Town Code, once in the July 12, 2012 issue of the News-Review Newspaper, the newspaper hereby designated as the official newspaper for this purpose, and to post same on the signboard in Town Hall; and be it further

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

THE VOTE

Giglio Yes No

Gabrielsen Yes No

Wooten Yes No

Dunleavy Yes No

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD
PUBLIC NOTICE**

PLEASE TAKE NOTICE, that a public hearing will be held on the 7th day of August, 2012 at 2:10 p.m. at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, to consider a proposed local law to amend Chapter 101 of the Riverhead Town Code entitled, "Vehicles & Traffic" as follows:

Chapter 101
Vehicles and Traffic
ARTICLE III
Traffic Regulations

§ 101-4. One-way streets.

The streets or portions thereof listed below are hereby designated as one-way streets, and traffic shall travel on such only in the direction indicated:

Street	Direction	Limits
St. John Place	North	Between Northville Turnpike and 5th Street

- Overstrike represents deletion(s)

Dated: Riverhead, New York
July 3, 2012

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

DIANE M. WILHELM, Town Clerk

07.03.12
120518

ADOPTED

TOWN OF RIVERHEAD

Resolution # 518

**AUTHORIZES THE TOWN CLERK TO PUBLISH AND POST PUBLIC NOTICE OF
PUBLIC HEARING TO CONSIDER A PROPOSED LOCAL LAW TO AMEND
CHAPTER 101 "VEHICLES & TRAFFIC" OF THE RIVERHEAD TOWN CODE
(\$101-7. Turns.)**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

NOW THEREFORE BE IT RESOLVED, that the Town Clerk is hereby authorized to publish and post the attached public notice to consider a proposed local law for an amendment to Chapter 101 entitled, "Vehicles & Traffic" of the Riverhead Town Code, once in the July 12, 2012 issue of the News-Review Newspaper, the newspaper hereby designated as the official newspaper for this purpose, and to post same on the signboard in Town Hall; and be it further

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

THE VOTE

Giglio Yes No

Gabrielsen Yes No

Wooten Yes No

Dunleavy Yes No

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD
PUBLIC NOTICE**

PLEASE TAKE NOTICE, that a public hearing will be held on the 7th day of August, 2012 at 2:05 p.m. at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, to consider a proposed local law to amend Chapter 101 of the Riverhead Town Code entitled, "Vehicles & Traffic" as follows:

Chapter 101
Vehicles and Traffic
ARTICLE III
Traffic Regulations

§ 101-7. Turns.

- A. Pursuant to the authority granted by §1660 of the New York State Vehicle and Traffic Law, the areas designated below restrict turns such that only right turns shall be permitted at said location and a sign "right turn only" shall be posted at the location:

Location

East Avenue southbound at Northville Turnpike

- Underscore represents addition(s)

Dated: Riverhead, New York
July 3, 2012

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

DIANE M. WILHELM, Town Clerk

07.03.12
120519

ADOPTED

TOWN OF RIVERHEAD

Resolution # 519

AUTHORIZES THE SUPERVISOR TO EXECUTE AN AGREEMENT WITH CUMMINS POWER SYSTEMS, LLC, REGARDING GENERATOR MAINTENANCE SERVICE FOR THE RIVERHEAD WATER DISTRICT

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, The Town of Riverhead requires generator maintenance service regarding the effective administration of the Riverhead Water District.

WHEREAS, Cummins Power Systems, LLC, is ready, willing and able to provide generator service and maintenance at two separate plant facilities.

WHEREAS, the cost for such one-year service shall be a total of \$2,990.00.

NOW THEREFORE BE IT RESOLVED, that the Supervisor is authorized to execute an agreement with Cummins Power Systems, LLC, regarding generator maintenance service at two separate plant facilities.

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

CONSULTANT/PROFESSIONAL SERVICES AGREEMENT

This Agreement made the _____ of _____, 2012, between the TOWN OF RIVERHEAD, a municipal corporation organized and existing under the laws of New York, with its office located at 200 Howell Avenue, Riverhead, New York 11901 (hereinafter referred to as the "Town") and Cummins Power Systems, LLC, a company existing under the laws of the State of New York with a principal place of business at 890 Zerega Avenue, Bronx, New York, 10473 (hereinafter referred to as "Consultant").

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

1. SCOPE OF SERVICES

During the term of this Agreement, Consultant shall furnish the services set forth in Schedule A attached hereto and made a part hereof. These services are to be rendered by Consultant as an independent contractor and not as an employee of Town.

2. TERM OF AGREEMENT

The Agreement shall commence on May 12, 2012 and terminate on May 12, 2013.

3. PAYMENT

For these services, Town will pay Consultant at the rate of \$2990.00 as set forth in the attached schedule. The Town shall not have any liability for any other expenses or costs incurred by Consultant except for expenses expressly provided for in the attached schedule. Consultant shall not incur any expenses in Town's behalf except for those items expressly provided for in the attached schedule. Invoices for services and reimbursable expenses shall contain the following statement signed by Consultant, or if this Agreement is with a firm, an officer or authorized representative of the firm: "I hereby certify, to the best of my knowledge and belief, that this invoice is correct, and that all items invoiced are based upon actual costs incurred or services rendered consistent with the terms of the professional services agreement." Each invoice for reimbursable expenses shall be supported by: (a) an itemized description of expenses claimed; (b) pertinent information relative to the expenses; and (c) attached receipts. Invoices shall reference this Agreement or otherwise be identified in such a manner as Town may reasonably require. Consultant shall produce an invoice after each completed service visit, and such invoice(s) shall be due net thirty (30) days from the invoicing date.

4. RIGHTS TO DOCUMENTS OR DATA

All information and data, regardless of form, generated in the performance of, or delivered under this Agreement, as well as any information provided to Consultant by Town, shall be and remain the sole property of Town. Consultant shall keep all such information and data in confidence and not disclose or use it for any purpose other than in performing this Agreement, except with Town's prior written approval. In the event that the legal right in any data and information generated in the performance of this Agreement does not vest in Town by law, Consultant hereby agrees and assigns to Town such legal rights in all such data and information. Final payment

shall not be due hereunder until after receipt by Town of such complete document and data file, or a certification that there is no such information created by the services performed under this Agreement, and receipt of all information and data which is the property of Town. These obligations shall survive the termination of this Agreement.

5. PUBLICITY

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

6. ASSIGNMENT AND SUBCONTRACTING

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

7. TERMINATION

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

8. RECORDS

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

9. CHANGES

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

10. NOTICES

Any notice shall be considered as having been given: (i) to Town of Riverhead if mailed by certified mail, postage prepaid to Town of Riverhead, Attention: Daniel P. McCormick, 200 Howell Avenue, Riverhead, New York 11901; or (ii) to Consultant if mailed by certified mail, postage prepaid to Alex Ching, Cummins Power systems, LLC, 890 Zerega Avenue, Bronx, New York, 10473.

11. COMPLIANCE WITH LAWS

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

12. INSURANCE, INDEMNITY AND LIABILITY

Consultant shall carry Comprehensive General Liability Insurance and, if applicable, worker's compensation insurance in the amount of \$1,000,000 per occurrence and \$2,000,000.00 in the aggregate. Consultant hereby indemnifies and holds the Town, its departments, officers, agents and employees, harmless against claims, actions or demands against Town, its departments, officers, agents and employees and against any and all damages, liabilities or expenses, including counsel fees, arising out of the acts or omissions of Consultant under this Agreement.

13. CONFLICT OF INTEREST

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

14. DISCLOSURE

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

15. DISPUTES

If Consultant fails to perform any of its obligations hereunder in accordance with the terms hereof, then after reasonable notice to Consultant not to exceed thirty (30) days, and an opportunity for Consultant to cure such failure (except in case of emergency), the Town may (but shall not be obligated to) cure such failure at the expense of the Consultant, and the amount incurred by the Town on demand. Notwithstanding the above, any dispute arising under this Agreement which is not settled by Agreement of the parties may be settled by appropriate legal proceedings. Pending any decision, appeal or judgment in such proceedings or the settlement of any dispute arising under this Agreement, Consultant shall proceed diligently with the performance of this Agreement. In the event that any of the material(s) and/or workmanship, used under this agreement, are found to be defective during the Warranty Coverage, Cummins Power Systems shall correct such defect(s) at no additional cost to the Town during the Warranty Coverage Period which shall be effective for ninety (90) days from the date of installation for the hours and days of Monday-Friday, 8:00 a.m. to 4:00 p.m.

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

TOWN OF RIVERHEAD

CUMMINS POWER SYSTEMS, LLC

By: Sean M. Walter, Supervisor

By:

DATE:

DATE:

SCHEDULE A



**Cummins
Power Systems,
LLC**

BRONX BRANCH
890 ZEREGA AVENUE
BRONX, NY 10473
Phone: 718-892-2400

PLANNED MAINTENANCE AGREEMENT

<u>Customer Address</u>		<u>Customer Contact</u>	<u>Quote Information</u>	
RIVERHEAD WATER DEPT.		Contact: Mark Conklin	Quote Date:	01-MAY-12
TOWN OF RIVERHEAD		Phone: 631 466-0858	Quote Expires:	31-JUL-12
1035 PULASKI ST.		Fax: 631 369-4608	Quote Num:	2845
Riverhead, NY 11901		Cust Id: 340325	Quoted By:	Alexander Ching
			Quote Term:	1 Year(s)

<u>Site Information</u>				
1	PLANT# 11	5737 MIDDLE COUNTRY RD.	CALVERTON	NY
2	PLANT# 12	GRUMMEN BLVD. &	RIVERHEAD	NY

<u>Site</u>	<u>Unit Number</u>	<u>Manufacturer</u>	<u>Model</u>	<u>Prod Model</u>	<u>Serial Number</u>	<u>Type</u>
1	1	CUMMINS	KTA19-G4(750)	500DFED-5587622G	A030454361	GENSET
2	2	CUMMINS	NT-855-G6	275DFBF-3731Y	E036501839	GENSET

<u>Site</u>	<u>Unit Number</u>	<u>Service Event</u>	<u>Qty</u>	<u>Sell Price</u>	<u>Extended Price</u>
1	1	FULL PM SERVICE (FS)	1	1,495.41	1,495.41
2	2	FULL PM SERVICE (FS)	1	1,494.59	1,494.59

FREQUENCY: (1) PM full service(s) per year/unit.
 SERVICE WINDOW: Monday-Friday 08:00-16:00hrs.
 PAYMENT TERMS: Net (30) days from invoicing date.
 COMMENTS: Please refer to PM Scope of Work for details. Regular rates apply to non-PM work.

PLEASE RETURN ALL EXECUTED DOCUMENTS TO:
 Cummins Power Systems, LLC
 890 Zerega Avenue Bronx, NY 10473
 ATTN: Alex Ching // TEL: 718-502-1279 FAX: 718-823-4438 // alexander.ching@cummins.com

Standard Agreement Amount	\$2,990.00
Proposal Total	\$2,990.00

Return (1) approved agreement with payment in the attached return addressed envelope.

P.O./ Check # _____
 Print Name _____
 Title / Position _____

Customer Approval

Signature: _____
 Date: _____

CUMMINS POWER SYSTEMS, LLC

Signature: _____
 Date: _____

PM Service Scope Of Work

PM Site Inspection	PM Full Service	 Power Systems	Planned Maintenance Service Scope of Work
5.1 ENGINE LUBRICATING SYSTEM			
X	X		1. Check for leaks and visually inspect compartment. Record any findings.
X	X		2. Check engine oil level & PSI, record readings, and advise if out of mfg. specs.
	X		3. Change lubricating oil filler(s) and dispose according to EPA guidelines.
	X		4. Change engine oil and take oil sample for lab analysis (CC2525).
	X		5. Change hydraulic governor oil and check level
5.2 ENGINE COOLING SYSTEM			
X	X		1. Check for leaks through out all engine compartment.
X	X		2. Check radiator air restriction.
X	X		3. Check operation of coolant heater.
X	X		4. Check all hoses and connections. Tighten all clamps, if necessary.
X	X		5. Check coolant level. Record Level and Temperature. Top off cooling system.
X	X		6. Check belt condition and tension. Adjust, if necessary.
X	X		7. Check antifreeze concentration. Record concentration and D.C.A level.
	X		8. Change coolant filter(s) and dispose as per EPA guidelines.
X	X		9. Check radiator cap and thermostat for operation
	X		10. Take coolant sample for lab analysis, if applicable (CC2700)
5.3 ENGINE AIR INTAKE SYSTEM			
X	X		1. Check air cleaner element(s). Clean air cleaner housing.
X	X		2. Check all intake piping.
X	X		3. Check and clean crankcase breather element(s).
5.4 ENGINE FUEL SYSTEM			
X	X		1. Check day tank, fuel lines and connections for leaks.
	X		2. Change fuel filter(s) and dispose as per EPA guidelines.
X	X		3. Check day tank fuel level and fuel gauge. Record fuel level.
X	X		4. Check fuel transfer pump.
X	X		5. Drain water separator(s), if necessary.
X	X		6. Check governor control linkage
	X		7. Take fuel sample for lab analysis, if applicable (DFS).
5.5 ENGINE EXHAUST SYSTEM			
X	X		1. Check for leaks through out exhaust system.
X	X		2. Drain exhaust condensation drain trap (if equipped)
5.6 ENGINE ELECTRICAL SYSTEM			
X	X		1. Check battery electrolyte level and clean terminals & cables.
X	X		2. Check battery charging system. Record D.C. voltage on each battery.
5.7 MAIN GENERATOR			
X	X		1. Record A/C VOLTAGE.
X	X		2. Record FREQUENCY.
5.8 CONTROLS AND SWITCH GEAR			
X	X		1. Check for operational instrumentation
X	X		2. Check Automatic Transfer Switch(es) and load test, if possible.
X	X		3. Check that all switches are back in Automatic Mode.
	X		4. Change ATS(s) 3V battery, when applicable. (Applicable to Cummins equipment)
5.9 EQUIPMENT CALIBRATION (Applicable to Cummins equipment only)			
X	X		1. Update & calibrate ECM(s) with InCal/NPower programs, when necessary and if applicable.
X	X		2. Update & calibrate ATS(s) with InSight program, when necessary and if applicable.
X	X		3. Update & calibrate generator control system(s), when necessary and if applicable.
6.0 REPORTS & RECOMMENDATIONS			
X	X		1. Provide field service report(s) to site contact(s).
X	X		2. Brief site contact(s) of any findings and recommendations.
X	X		3. Clean up working environment and bring out all tools & waste material(s).

Maintenance Agreement

Customer # 340325 - Riverhead Water District

This **Planned Maintenance Agreement** is entered into by Cummins Power Systems, LLC. and the generator set owner/agent named on page 1. During the Term of this Agreement, provided your account is current, Cummins Power Systems, LLC. will perform the service work as described in the attached **Planned Maintenance Check List**, on the listed equipment. The equipment will be inspected and or serviced at agreed intervals **during normal business hours** (unless otherwise specified) each year this agreement is in effect. A written report is to be provided to the customer within 10 days following the visit. As part of this agreement, it is recommended that the customer follow the maintenance procedures described herein.

ADDITIONAL REPAIRS AND SERVICES

Any additional repairs, parts, or services that are found, but not included under this agreement, will be brought to the attention of the customer or site representative. In the event extra repairs are needed a price quote will be sent to the owner. Repairs will be made only after proper authorization by the owner or authorized representative. Cummins Power Systems, LLC. will commence repairs once a signed quote and a written purchase order are received. Any additional repairs, maintenance, or services will be performed (if authorized) at the current Cummins Power Systems, LLC. contract customer rates for labor, parts and mileage. Emergency service calls will be responded with the next available service technician. Emergency services between regular inspection visits will be provided at Cummins Power Systems' contracted customer rates for labor, parts, travel time and mileage.

AGREEMENT TERMS AND CONDITIONS

* Agreement price includes materials, labor, travel time, and mileage to perform the services listed on the Planned Maintenance Check List. Agreement includes lube oil, lube oil filters, fuel oil filters, coolant filters (where used), and 1 gallon of coolant (top off).

LIMITED WARRANTY POLICY OF CUMMINS POWER SYSTEMS, LLC.

Service, Repair, Parts and Workmanship .

CONSULTANT agrees to correct by repair or replacement any defects of material or workmanship installed under this Planned Maintenance Agreement, which may develop under normal and proper use within (90) days of installation. Such correction shall constitute a fulfillment of all obligations to the owner and shall constitute owner's sole remedy.



Power Generation Field Service Labor Rates - 2012 NY

Contract Rates

The following labor rates are for customers' units Covered by a "Signed" Planned Maintenance Agreement. These rates would apply to any additional work, repair, service request, and/or emergency request that are not part of the Planned Maintenance Agreement. Any service, and/or diagnostic request will be billed at a four (4) hours minimum charge plus travel time, mileage and tolls (portal to portal).

Monday-Friday 07:30am - 04:00pm	\$145.00/hr*
Monday-Friday 04:01pm - 08:00pm	\$217.50/hr*
Monday-Friday 08:01pm - 07:29am	\$290.00/hr*
Saturday (first 8 hours)	\$217.50/hr*
Saturday (after the first 8 hours)	\$290.00/hr*
Sunday	\$290.00/hr*
Holidays	\$290.00/hr*
Mileage Charge	\$2.25/mile*

Noncontract Rates

The following labor rates are for customers Not Covered by a "Signed" Planned Maintenance Agreement. These rates would apply to any service, repair, and/or diagnostic request. Any service, and/or diagnostic request will be billed at a four (4) hours minimum charge plus travel time, mileage and tolls (portal to portal).

Monday-Friday 07:30am - 04:00pm	\$160.00/hr*
Monday-Friday 04:01pm - 08:00pm	\$240.00/hr*
Monday-Friday 08:01pm - 07:29pm	\$320.00/hr*
Saturday (first 8 hours)	\$240.00/hr*
Saturday (after the first 8 hours)	\$320.00/hr*
Sunday	\$320.00/hr*
Holidays	\$320.00/hr*
Mileage Charge	\$2.25/mile*

*Rates are subject to change.

CUMMINS POWER SYSTEMS, LLC WARRANTY

NEW AND REMANUFACTURED PRODUCTS

Cummins Power Systems, LLC. (CPS) warranty does not warrant the sale of new or remanufactured products, manufactured or remanufactured by third parties. The only manufacturers, or remanufacturers, whose warranties are administered by CPS are Cummins Inc., Diesel Recon Company, and Onan Corporation. The customer should contact other manufacturers, or remanufacturers, directly for claims under their warranties. Copies of manufacturers', or remanufacturers', warranties are available upon request.

EXCHANGE AND REBUILT ENGINES

CPS warrants any exchange engine or other engine completely rebuilt and sold by it as a CPS rebuilt engine under a signed sales agreement, to be free from defects in workmanship and materials under normal use and service for one year, 100,000 miles, or 1,800 hours of operation, whichever occurs first. The applicable warranty factor (months, mileage, or hours) shall commence on the date of delivery to the first purchaser. In a non-automotive application, this warranty shall be for six months or 1,800 hours of operation.

EXCHANGE ASSEMBLIES

CPS warrants any rebuilt or reconditioned sub-assembly, component, or accessory rebuilt and sold by it on an exchange basis to be free from defects in workmanship and materials under normal use and service for a period of six months, 50,000 miles or 1,800 hours of operation, whichever occurs first. During the warranty period, CPS will pay for all parts and reasonable labor needed to repair the exchange assembly or component as a result of a warrantable failure upon its return to any one of CPS branch locations.

TIME AND MATERIAL REPAIRS

CPS warrants the repair work or machining performed on customer's sub-assembly, component, accessory or complete engine to be free from defective workmanship only, under normal use and service, for a period of ninety (90) days from the date of completed repair, or for the first 25,000 miles of operation or 900 hours of operation, whichever shall occur first. Any new parts used in the rebuilding or reconditioning will be covered by the warranty of the manufacturer or such parts, if any. Any parts left in the equipment or reused in the rebuilding or reconditioning of the equipment will be covered only by any previous warranties. Unless the owner shall issue specific instructions to the contrary, only such parts will be replaced as are considered necessary by CPS for continuing operation and minimum cost to the owner.

WARRANTY PROCEDURE

All parts, supplies and repair work done which may be the subject of any warranty may be billed to the owner by CPS must be paid for in the normal manner, while a warranty claim is being initiated with the manufacturer, and the allegedly defective parts are being examined. If and when CPS receives a credit from the manufacturer as a result of warranty, this credit will be passed on to the owner of the equipment.

None of these warranties will apply to (1) any engine or product that shall have been subject to overspeeding, misuse, negligence or accident, (2) any engine or product that shall have been repaired or altered by anyone in such a way that in the judgement of CPS, its performance and reliability are adversely affected, (3) any part of an engine or product improperly applied or installed by anyone other than CPS, (4) failures in any way resulting from use of parts not manufactured or approved by CPS, (5) normal maintenance services including but not limited to such things as engine tuneup, lubricants, anti-freeze, and the repair or replacement of filters and belts.

Sufficient evidence, in the opinion of CPS, must be presented by the owner to CPS at the time of the warranty repair request to determine if any of the foregoing warranties apply.

The liability of CPS arising out of any defects that shall not in any case exceed the cost of correcting such defects in accordance with the aforementioned warranties, and shall not include any transportation charges, owner's labor or materials, loss of revenue, or any direct or indirect consequential damages whether foreseeable or not.

CPS makes no warranty as to normal wear and tear, nor do we agree to be liable for loss of time to the user while the engine or other equipment is out of commission, nor for any labor or other expense, damage or loss occasioned, or claimed to be occasioned, by defective parts.

NOTE: THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE BY CPS OR ANY OF ITS DEALERS, EXCEPT THE WARRANTIES SPECIFIED HEREIN. NO PERSON IS AUTHORIZED TO BIND CPS FOR ANY SUCH OTHER WARRANTY.

NOT WITHSTANDING ANY OF THE ABOVE, THE LIABILITY IN CONTRACT, IN TORT, UNDER ANY WARRANTY, IN NEGLIGENCE OR OTHERWISE OF CPS SHALL NOT EXCEED THE RETURN OF THE AMOUNT OF THE PURCHASE PRICE. UNDER NO CIRCUMSTANCES SHALL CPS BE LIABLE FOR CONSEQUENTIAL DAMAGES. THE PRICES FOR CPS PRODUCTS ARE BASED UPON AND IN CONSIDERATION FOR LIMITING THE LIABILITY OF CPS.

OWNER RESPONSIBILITIES

The owner is responsible for the operation and maintenance of the equipment as specified in the operations and maintenance manuals/bulletins. Owner is responsible for the costs associated with such maintenance and any adjustments which may be required. Owner is also responsible for providing proof that all recommended maintenance has been performed. Owner is responsible for correct mileage/hour documentation and maintaining an operative usage meter. Mileage/hours will be calculated at 12,000 miles (19,312 kilometers)/ 425 hours per month from the beginning of coverage, if there is a usage discrepancy.

07.03.12
120520

ADOPTED

TOWN OF RIVERHEAD

Resolution # 520

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

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

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

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

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

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

WHEREAS, SESAC LLC will provide a license granting permission to the Town of Riverhead to play all of the works of copyright holders SESAC LLC represents for a fee of \$621.00 for calendar year 2012.

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

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

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

SESAC PERFORMANCE LICENSE for MUNICIPALITIES

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

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

(Billing Address) 200 Howell Avenue

(City, State, ZIP) Riverhead, NY 11901

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

SESAC and LICENSEE hereby mutually agree as follows:

1. GRANT OF RIGHTS: Effective as of **January 1, 2012** (the "Effective Date") SESAC grants to LICENSEE the non-exclusive right and license to publicly perform live or recorded non-dramatic renditions of the musical compositions, the performance rights to which SESAC controls and/or is empowered to license (the "Compositions") solely on and in connection with the following:

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

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

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

- A. the right to perform, broadcast, televise or otherwise transmit the Compositions to any location (unless and to the extent otherwise expressly permitted in Schedule "A");
- B. the right to grant the Rights to any third party;
- C. "Grand Rights" in and to the Compositions ("Grand Rights" include, but are not limited to, the right to perform in whole or in part, dramatico-musical and dramatic works in a dramatic setting);
- D. performances of the Compositions (i) which are part of a background music service originating from any location including the Municipality, for which SESAC performance license fees are otherwise paid, regardless of the means by which such performances are transmitted on or to the Municipality, and/or (ii) by coin-operated phonorecord players ("jukeboxes"), as defined in 17 U.S.C. § 116.
- E. This license shall specifically exclude concerts. "Concerts" are those performances by an entertainer, group, or performer for which an admission or other fee is charged and which are not solely promoted by LICENSEE.
- F. This license shall specifically exclude "Sporting events." "Sporting events" are professional, semi-professional, major or minor league athletic competitions.
- G. This license shall specifically exclude Colleges and/or Universities.

3. TERM OF LICENSE:

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

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

4. LICENSE FEE:

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

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

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

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

5. MISCELLANEOUS:

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

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

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

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

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

LICENSEE TOWN OF RIVERHEAD

SESAC LLC

BY: _____
(please sign here)

BY: _____

Sean M. Walter

(Type or print name)

TITLE: Supervisor

TITLE: _____

Please mail signed license to:

SESAC
55 Music Square East
Nashville, TN 37203

Schedule "A"
MUNICIPALITY - 2012

I. **Municipality.** "Municipality," as used in the SESAC Performance License effective **January 1, 2012** (the "Agreement") to which this Schedule "A" is attached, shall be defined as the following Municipality:

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

II. **Fee Schedule/License Fee.**

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

<u>"Population"</u>		<u>License Fee for calendar year 2012</u>
25,000	or less	\$ 311
25,001	- 50,000	\$ 621
50,001	- 100,000	\$ 1,011
100,001	- 150,000	\$ 1,475
150,001	- 250,000	\$2,016
250,001	- 500,000	\$2,637
500,001	And over	\$3,337 + \$311 for each additional 100,000 population

Population: 27,680

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

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

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

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

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

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

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

TOWN OF RIVERHEAD

Resolution # 521

**APPROVES AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
WITH BFJ PLANNING**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, by Resolution number 534, adopted on July 6, 2011, the Town Board authorized the retention of BFJ Planning to assist the Town with planning services related to a study and plan for the Route 25A corridor in the Hamlet of Wading River; and

WHEREAS, on August 23, 2011, a Profession Services Agreement was entered into between the Town and BFJ Planning for planning services in connection with the study and plan for the Route 25A corridor in the Hamlet of Wading River in an amount not to exceed \$44,000.00; and

WHEREAS, the agreed upon scope of services being performed by BFJ Planning has become greater and it is necessary that the term of the professional services agreement be extended and BFJ Planning has offered to provide supplemental services at the same hourly rate for an additional amount not to exceed \$10,000.00.

NOW THEREFORE BE IT RESOLVED, that the Town Board be and hereby approves the supplemental agreement with BFJ Planning at the previously approved hourly rate in a supplemental amount not to exceed \$10,000.00 and authorizes the Town Supervisor to sign a supplemental agreement with BFJ Planning in substantially the form attached; and be it further

RESOLVED, that Town Clerk the Town Clerk be and is hereby directed to forward a certified copy of this resolution to BFJ Planning, 115 Fifth Avenue, New York, New York 10003; and be it further

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

April 10, 2012

Sean M. Walter
Town Supervisor
Town of Riverhead
200 Howell Avenue
Riverhead, NY 11901

RE: Route 25A Wading River Study Supplemental Contract

Dear Supervisor Walter,

As you are aware, our contract for the Route 25A Wading River Study is scheduled to end at the end of April 2012. To date we have submitted draft copies of the Comprehensive Plan Update, Zoning Text and Zoning Map amendments, and Part 1 of the Full Environmental Assessment Form (EAF). These documents have prompted two additional meetings with the public and Town Board, including a public workshop on February 4, 2012 and a Town Board Work Session on April 1, 2012, which have allowed for additional review, discussion and consideration by the Town Board and public. On Thursday, April 19th we will be prepared with slightly revised zoning text based upon further discussion with Town staff.

At the April 1st meeting with the Town Board you had suggested that it may be appropriate to extend our contract through the summer. BFJ Planning agrees with you that the Town Board, residents and property owners should have sufficient time to review and comment on the proposed Comprehensive Plan Update, Zoning Text and Zoning Map amendments, and Full EAF.

Thus, BFJ Planning requests a supplemental contract in the amount of \$10,000. With the approval of the Town Board, this supplemental contract will carry us through August 2012 (if needed) to complete the project. Our revised schedule is attached for your reference. We are confident that this supplemental contract and proposed schedule will allow us – and the Town of Riverhead – to complete the Route 25A Wading River Study.

Please call me if you have questions. I can be reached at (212) 353-7476 or at f.fish@bfjplanning.com. If this supplemental contract is satisfactory, please sign below and return a copy to us. Thank you very much.

CHARLOTTE
CHICAGO
NEW YORK CITY
PITTSBURGH
STAMFORD

PAUL BUCKHURST ARIBA, AICP
FRANK S. FISH FAICP
GEORGES JACQUEMART PE, AICP

BUCKHURST FISH
& JACQUEMART, INC.
115 FIFTH AVENUE
NEW YORK, NY 10003
T. 212.353.7474
F. 212.353.7494

WWW.BFJPLANNING.COM

Supervisor Sean Walter
April 10, 2012
Page 2

Sincerely,

Frank S. Fish, FAICP
Principal

Supplemental Contract Agreed To:

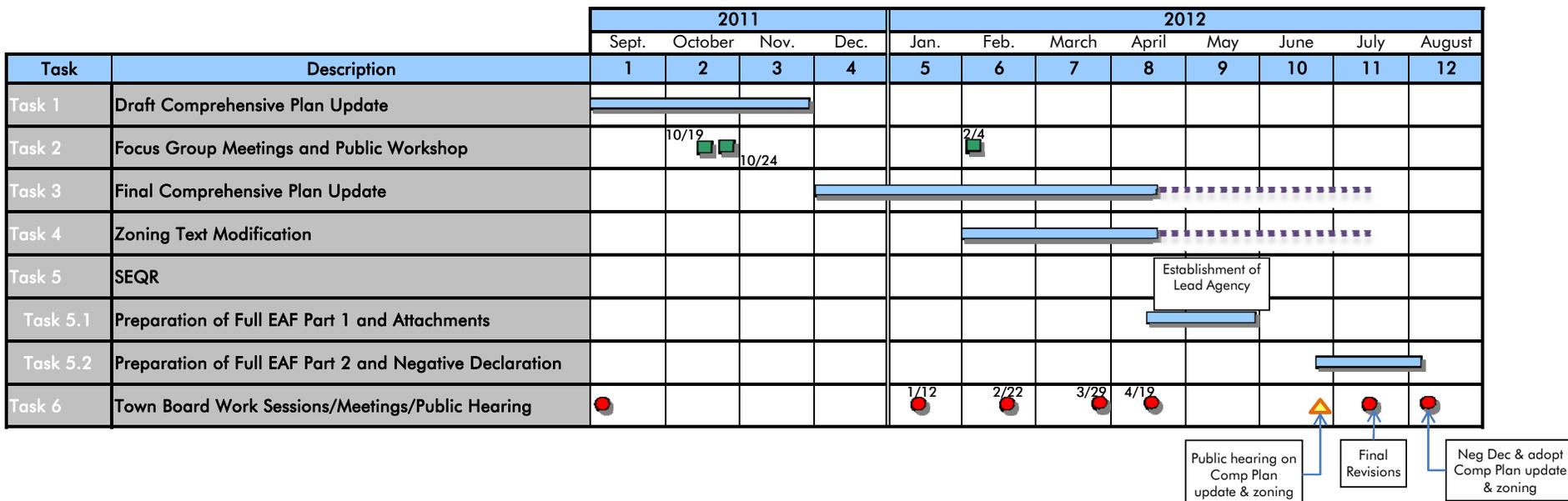
Supervisor Sean M. Walter
Town of Riverhead

date

Enclosure: Route 25A Wading River Project Schedule

cc: Jill Lewis, Deputy Supervisor, Town of Riverhead
Robert Kozakiewicz, Town of Riverhead Attorney
Richard Hanley, Planning Director, Town of Riverhead

**Route 25A - Wading River, Town of Riverhead
 Comprehensive Plan Update, Zoning Text and Full EAF
 Project Timeline**



BFJ Planning

10-Apr-12

TOWN OF RIVERHEAD

Resolution # 522

**ADOPTS A LOCAL LAW FOR THE ADDITION OF CHAPTER 99 ENTITLED
"TAXICABS AND VEHICLES FOR HIRE" OF THE RIVERHEAD TOWN CODE**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Town Clerk was authorized to publish and post a public notice to hear all interested persons to consider a local law for a proposed amendment of Chapter 99 entitled "Taxicabs And Vehicles For Hire" of the Riverhead Town Code; and

WHEREAS, a public hearing was held on the 5th day of June, 2012 at 2:20 o'clock p.m. at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, the date, time and place specified in said public notice, and all persons wishing to be heard were heard.

NOW THEREFORE BE IT RESOLVED, that a local law for the addition of Chapter 99 entitled "Taxicabs and Vehicles for Hire", of the Riverhead Town Code is hereby adopted as specified in the attached notice of adoption; and be it further

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

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD
NOTICE OF ADOPTION**

PLEASE TAKE NOTICE, that the Town Board of the Town of Riverhead adopted a local law for the amendment of Chapter 99 entitled "Taxicabs and Vehicles for Hire" of the Riverhead Town Code at its regular meeting held on July 3, 2012. **Be it enacted** by the Town Board of the Town of Riverhead as follows:

CHAPTER 99

TAXICABS AND VEHICLES FOR HIRE

§ 99-5. Operator's permit.

C. Additional requirements. In addition to a completed application, an applicant must comply with the following requirements in order to be considered for an operator's permit.

(2) Fingerprints. When the application form has been completed, the applicant shall appear at the Riverhead Town Police Department, or a New York State Division of Criminal Justice Services' approved vendor to be fingerprinted as provided in the form and manner prescribed by ~~by The Chief of Police shall mail a copy of the fingerprints to~~ the Division of Criminal Justice Services, ~~Albany, New York,~~ for such requesting a fingerprint search. Prior to the fingerprinting, the Town Clerk shall secure from the applicant the required fee for a criminal history record check in the form of a check or money order made payable, as required, to the New York State Division of Criminal Justice Services to be forwarded to the Division with such fingerprints. Any The fee for fingerprinting charged by the Department or vendor is in addition to the fees required to be paid to the Town Clerk. The Chief of Police of the Riverhead Town Police Department, or his/her designee(s) shall review all information provided by New York State Division of Criminal Justice Services in connection with the applicant's criminal background and investigation. If a prospective applicant for any of the aforementioned licenses has been convicted of a crime, any decision regarding such prospective applicant's fitness for a license will be made upon consideration of New York State Correction Law §§ 701-703-b and §§ 751-753.

- Underscore represents addition(s)

Dated: Riverhead, New York
July 3, 2012

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

DIANE M. WILHELM, Town Clerk

07.03.12
120523

ADOPTED

TOWN OF RIVERHEAD

Resolution # 523

**AUTHORIZES CO-SPONSORSHIP OF WEEKLY SATURDAY FARMER'S
MARKET AND CRAFT SHOW WITH THE RIVERHEAD BUSINESS
IMPROVEMENT DISTRICT MANAGEMENT ASSOCIATION, INC.**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

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

WHEREAS, upon the unanimous recommendation of the Riverhead Business Improvement District Management Association, Inc., the Town of Riverhead Business Improvement District wishes to co-sponsor a weekly Saturday Farmer's Market and Craft Show commencing on successive Saturdays from June 30, 2012 (nunc pro tunc) and ending on Saturday, October 27, 2012, from 9:00 a.m. to 4:30 p.m., in the Peconic Riverfront parking lot; and

WHEREAS, the Riverhead Business Improvement District Management Association, Inc., needs the consent and approval of the Town of Riverhead Business Improvement District to implement Town of Riverhead Business Improvement District-related events.

NOW THEREFORE BE IT RESOLVED, that the Town of Riverhead Business Improvement District shall co-sponsor with the Riverhead Business Improvement District Management Association, Inc., a weekly Saturday Farmer's Market and Craft Show as authorized and commencing on successive Saturdays from June 30, 2012 (nunc pro tunc), and ending on Saturday, October 27, 2012, from 9 a.m. to 4:30 p.m., in the Peconic Riverfront parking lot; and be it further

RESOLVED, that the Riverhead Business Improvement District Management Association, Inc., shall provide all documentation regarding valid and proper expenditures for this event, if any, to the Riverhead Town Accounting Department on before November 5, 2012; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Raymond Pickersgill, President, Riverhead Business

Improvement District Management Association, Inc., 1 East Main Street, Suite 4,
Riverhead, New York 11901; and be it further

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

07.03.12
120524

ADOPTED

TOWN OF RIVERHEAD

Resolution # 524

**APPROVES CHAPTER 90 APPLICATION OF
FORGOTTEN FRIENDS OF LONG ISLAND INC.**

(Animal Rescue Summer Festival and Adoption Day – August 18, 2012)

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, on June 6, 2012, Forgotten Friends of Long Island Inc. submitted a Chapter 90 Application for the purpose of conducting a “Summer Festival and Adoption Day” to be held at the Garden of Eve Organic Farm located at 4558 Sound Avenue, Riverhead, New York, to include animal adoptions, craft sales, art vendors, and sale of food productston Saturday , August 18th, 2012 between the hours of 10:00 a.m. and 5:00 p.m., having a rain date of Sunday, August 19, 2012; and

WHEREAS, Forgotten Friends of Long Island Inc. has completed and filed a Short Environmental Assessment Form in accordance with 6 NYCRR 617.6(b); and

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

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

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

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

RESOLVED, that the Chapter 90 Application for the purpose of conducting a “Summer Festival and Adoption Day” to be held at the Garden of Eve Organic Farm located at 4558 Sound Avenue, Riverhead, New York, to include animal adoptions, craft sales, art vendors, and sale of food products on Saturday, August 18th, 2012 between the hours of 10:00 a.m. and 5:00 p.m., having a rain date of Sunday, August 19, 2012, is hereby approved; and be it further

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

- Receipt of required Suffolk County Department of Health permit(s), including the food handling permit(s); and be it further

RESOLVED, that any tent installations, including the obtainment of any necessary tent permits, and all electric shall comply with the applicable requirements of the NFPA Life Safety Code (NFPA 101), the NFPA Temporary Membrane Structures/Tents (NFPA 102) and the Fire Code of New York State and the Building Code of New York State; and be it further

RESOLVED, that the Town Board of the Town of Riverhead hereby waives the Chapter 90 Application fee due to the applicant's not-for-profit status; and be it further

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

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to Forgotten Friends of Long Island Inc., P.O. Box 710, Plainview, NY, 11803; and be it further

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

THE VOTE

Giglio Yes No

Gabrielsen Yes No

Wooten Yes No

Dunleavy Yes No

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 525

**APPROVES THE APPLICATION FOR FIREWORKS PERMIT OF
JAMESPORT FIRE DEPARTMENT
(July 14, 2012)**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, on June 12, 2012, the Jamesport Fire Department submitted a Fireworks Permit Application for the purpose of conducting a fireworks display to be held on property owned by Jamesport Development, LLC located at No # Main Road, Jamesport, New York, on Saturday, July 14, 2012 at approximately 10:00 p.m.; and

WHEREAS, the Jamesport Fire Department has requested the applicable Fireworks Permit Application fee be waived due to its not-for-profit status; and

WHEREAS, the Town Attorney is in receipt of a completed Fireworks Application executed by the Chief of the Jamesport Fire Department and the Riverhead Fire Marshal and a certificate of insurance from the fireworks company (Pyro Engineering Inc. d/b/a Bay Fireworks) naming the Town of Riverhead as an additional insured and has determined that same is satisfactory as to their form.

NOW THEREFORE BE IT RESOLVED, that the Fireworks Permit Application of Jamesport Fire Department, for the purpose of conducting a fireworks display to be held on property owned by Jamesport Development, LLC located at No # Main Road, Jamesport, New York on July 14, 2012 at approximately 10:00 p.m., is hereby approved with the following conditions:

- The required fire suppression equipment and personnel shall be provided by the Jamesport Fire Department.
- Scheduling a pre-event inspection between 12:00 noon and 2:00 p.m. on the day of the event having the Fireworks technician(s), the Riverhead Fire Marshal and the Jamesport Fire Chief in attendance.
- Fireworks and technicians must arrive at the subject location no later than 2:00 p.m. on the day of the event.
- Fire Marshal to be present 30 minutes prior to commencement of show for purpose of final inspection and safety review.
- The show shall be limited to firework shells not larger than 5" in diameter.
- The Fire Marshal shall have the final authorization to allow the show to proceed or cancel the show if there are unsafe conditions, lightning and/or wind in excess of 30 miles per hour; and be it further

RESOLVED, that the applicable Fireworks Permit Application Fee is hereby waived due to its not-for-profit status; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to the Jamesport Fire Department, P.O. Box 623, Jamesport, New York, 11947; and be further

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

THE VOTE

Giglio Yes No

Gabrielsen Yes No

Wooten Yes No

Dunleavy Yes No

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

07.03.12
120526

ADOPTED

TOWN OF RIVERHEAD

Resolution # 526

**APPROVES THE CHAPTER 90 APPLICATION OF
KENT ANIMAL SHELTER
(5K Run/Walk at Martha Clara Vineyards – September 23, 2012)**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, on June 18, 2012, Kent Animal Shelter submitted a Chapter 90 Application for the purpose of conducting a “5K Run/Walk” for dog owners and their dogs to be held at Martha Clara Vineyards located at 6025 Sound Avenue, Riverhead, New York, on September 23, 2012, between the hours of 11:00 a.m. and 3:00 p.m.; and

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

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

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

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

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

NOW THEREFORE BE IT RESOLVED, that the Town Board of the 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 Kent Animal Shelter for the purpose of a conducting a “5K Run/Walk” for dog owners and their dogs to be held at Martha Clara Vineyards located at 6025 Sound Avenue, Riverhead, New York, on September 23, 2012, between the hours of 11:00 a.m. and 3:00 p.m. is hereby approved; and be it further

RESOLVED, that the Town Board of the Town of Riverhead hereby waives the Chapter 90 Application fee for this event due to their not-for-profit status; and be it further

RESOLVED, that the necessary tent permit must be obtained and the tent installation and all electric shall comply with the applicable requirements of the NFPA Life Safety Code (NFPA 101), the NFPA Temporary Membrane Structures/Tents (NFPA 102) and the Fire Code of New York State and the Building Code of New York State; and be it further

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

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

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to Kent Animal Shelter, 2259 River Road, Calverton, New York, 11933; and be it further

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

THE VOTE

Giglio Yes No

Gabrielsen Yes No

Wooten Yes No

Dunleavy Yes No

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

07.03.12
120527

ADOPTED

TOWN OF RIVERHEAD

Resolution # 527

**APPROVES THE CHAPTER 90 APPLICATION OF
OLD STEEPLE COMMUNITY CHURCH
(Annual Antique Fair – August 25, 2012)**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, on June 21, 2012, Old Steeple Community Church submitted a Chapter 90 Application for the purpose of conducting their annual “Antique Fair” located at Main Road, Aquebogue, New York, to be held on August 25, 2012, having a rain date of September 3, 2012, between the hours of 8:00 a.m. and 5:00 p.m.; 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, a certificate of insurance has been received naming the Town of Riverhead as an additional insured; and

WHEREAS, the applicant has requested the applicable Chapter 90 Application Fee be waived due to their not-for-profit status; and

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

NOW THEREFORE BE IT RESOLVED, that the Town Board of the 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 Old Steeple Community Church for the purpose of a conducting their annual antique fair located at Main Road, Aquebogue, New York, to be held on August 25, 2012, having a rain date of September 3, 2012, between the hours of 8:00 a.m. and 5:00 p.m., is hereby approved; and be it further

RESOLVED, that the Riverhead Town Board hereby waives the Chapter 90 Application Fee due to the applicant's not-for-profit status; and be it further

RESOLVED, should tent(s) be utilized, that the necessary tent permit must be obtained and the tent installation and all electric shall comply with the applicable requirements of the NFPA Life Safety Code (NFPA 101), the NFPA Temporary Membrane Structures/Tents (NFPA 102) and the Fire Code of New York State and the Building Code of New York State; and be it further

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

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

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to Old Steeple Community Church, P.O. Box 154, Aquebogue, New York, 11901; and be it further

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

THE VOTE

Giglio Yes No

Gabrielsen Yes No

Wooten Yes No

Dunleavy Yes No

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

07.03.12
120528

ADOPTED

TOWN OF RIVERHEAD

Resolution # 528

**AUTHORIZES THE SUPERVISOR TO EXECUTE A MUNICIPAL COOPERATION
AGREEMENT-RENEWAL NO. 3 WITH THE RIVERHEAD CENTRAL SCHOOL
DISTRICT REGARDING UNLEADED FUEL SERVICES**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, the Riverhead Central School District is in need of an economical source of unleaded fuel to facilitate auxiliary vehicle and equipment operations while it renovates its own fuel service facilities; and

WHEREAS, the Riverhead Central School District and the Town of Riverhead have had discussions concerning the use of the Town of Riverhead's unleaded fuel facility by Riverhead Central School District auxiliary vehicles to facilitate continuous vehicle operations; and

WHEREAS, it is in the interest of the taxpayers of the Town of Riverhead and the Riverhead Central School District to share resources in this undertaking for the benefit of the Riverhead Town taxpayer; and

WHEREAS, it is legally permissible to make these resources available for mutual use when it is in the public interest; and

WHEREAS, the Riverhead Central School District and the Town of Riverhead wish to enter an Agreement for the use of unleaded fuel services for Riverhead Central School District designated auxiliary vehicles and equipment specifically delineated in the Agreement.

NOW THEREFORE BE IT RESOLVED, that the Town Board hereby authorizes the Supervisor to execute an agreement with the Riverhead Central School District in substantially the same form as annexed hereto and subject to review and recommendation by the Office of the Town Attorney; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Christine Schnell, Purchasing Agent, Riverhead Central School District, 700 Osborn Avenue, Riverhead, New York 11901; and be it further

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

MUNICIPAL COOPERATION AGREEMENT

RENEWAL NO. 3

MUNICIPAL COOPERATION AGREEMENT effective as of the 1st day of July, 2012, by and between the BOARD OF EDUCATION, RIVERHEAD CENTRAL SCHOOL DISTRICT, with offices for the transaction of business located at 700 Osborn Avenue, Riverhead, New York and the TOWN OF RIVERHEAD, with offices for the transaction of business located at 200 Howell Avenue, Riverhead, New York.

WHEREAS, the Riverhead Central School District (hereinafter referred to as “District”) and the Town of Riverhead (hereinafter referred to as “Town”) have conducted discussions concerning the additional use of the Town of Riverhead’s unleaded fuel pump by Riverhead Central School District vehicles;

WHEREAS, the District additionally wishes to use the Town of Riverhead’s unleaded fuel pump to provide unleaded fuel to operate various gas-powered equipment owned or leased by the District;

WHEREAS, it is in the interest of the taxpayers of the Town of Riverhead and the Riverhead Central School District to share resources in this undertaking;

WHEREAS, it is possible to make these resources available for mutual use when it is in the public interest;

WHEREAS, the Riverhead Central School District wishes to enter into this Agreement with the Town of Riverhead for the use of the unleaded fuel pump at the Town Garage to provide unleaded fuel for Riverhead Central School District vehicles specifically delineated in Schedule “A” attached hereto and to provide unleaded fuel to operate various gas-powered equipment owned or leased by the District;

WHEREAS, the parties recognize what their respective rights and obligations will be under the contract;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties agree as follows:

1. The term of this Agreement shall be for the period July 1, 2012, until June 30, 2013. However, District and Town each may unilaterally terminate this Agreement at any time and for any reason upon 30 days written notice. Town may also terminate this Agreement immediately without notice in the event a safety and/or security issue arises.

2. The Town and the District each represent that it is authorized, pursuant to both Article 9, Section 1 of the State Constitution and Article 5-G of the General Municipal Law to enter into intergovernmental agreements.

3. The Town and the District, believing it to be in the best interest of their taxpayers, do hereby authorize inter-municipal cooperation and assistance with and between each other for the use of the unleaded fuel pump at the Town Garage (the “fuel pump”).

4. The Town gives permission to the District for the District to undertake usage of the unleaded fuel pump located at the Town of Riverhead Municipal Garage located on Rte 58, Town of Riverhead, in an amount not to exceed 1,200 gallons of unleaded fuel per week regarding the vehicles delineated in Schedule “A”, as attached, as well as unleaded fuel to operate various gas-powered equipment. District and Town agree that the inventory of designated vehicles may be amended from time to time subject to approval by the Town. The District shall comply with all restrictions and undertake any reasonable obligations in accordance with the use of the fuel pumps. Hours of permitted usage and cost per gallon of gasoline shall be listed in Schedule “A” attached to this Agreement.

5. The District agrees to perform all reasonable duties and tasks as may be required for the use of the fuel pump including, but not limited to, those tasks listed in Schedule “A” attached to this Agreement at its sole cost and expense.

6. The Town and District agree to cooperate with one another in furtherance of the use of the Fuel Pumps. The District further represents and affirms that the designated vehicles and various gas-powered equipment shall only be used for official school district purposes, a violation of which shall constitute a material breach of this Agreement which may result in the immediate termination of the Agreement.

7. Regardless of whether required by law or ordinance, the Town and the District, their agents, officers and employees agree to conduct their activities in connection with the use of the fuel pump so as not to endanger or harm any person or property. The Town and the District, as their respective roles may require, agree to ensure that all approvals, licenses and certificates which are necessary or appropriate are obtained. District further agrees to provide a registration certificate, valid inspection, vehicle identification number, and proof of satisfactory vehicle liability insurance for each of the designated vehicles prior to or at the time of execution of this Agreement. District shall also provide same above-referenced documentation for each vehicle it wishes to add to Schedule “A” prior to Town fuel usage.

8. The District agrees to purchase and maintain a liability insurance policy listing the Town as an additional insured in the amount of Two Million Dollars (\$2,000,000.00) per occurrence and Four Million Dollars (\$4,000,000.00) in the aggregate; District shall provide a copy of the original declaration page of the subject insurance policy as well as a copy of the insurance certificate which states the Town is an additional insured at or before execution of this Agreement for a term that coincides with the term of this Agreement, as well as for any additional terms which may be negotiated between Town and District in the future. This insurance policy shall also provide protection to District and the Town from claims under workers’ or workmen’s compensation, claims for damages because of bodily injury,

occupational sickness or disease, or death or injury to or destruction of tangible property, including the loss of use resulting therefrom and caused in whole or in part by any negligent act or omission of the District, anyone directly or indirectly employed by the District or anyone for whose acts the District shall be liable.

9. Indemnification: To the fullest extent permitted by law, the District shall indemnify and hold harmless the Town from and against all claims, damages and losses including but not limited to bodily injury, sickness, disease or death or injury to or destruction of tangible property including loss therefrom and expenses, including but not limited to attorneys' fees, arising out of or resulting from the acts or omissions of the District which shall survive the term or terms of this Agreement. The Town and the District shall maintain and retain all records created or maintained in connection with this Agreement for a period of six (6) years after the termination of this Agreement. Each party agrees to make those documents available for audit and inspection by any government official or agency with the authority and/or jurisdiction over the terms of the Agreement as set forth herein.

10. The parties shall retain the right to review the terms of this Agreement on an annual basis and renew its term at one-year intervals or less upon mutual written agreement of the parties.

11. Any alteration, change, addition, deletion, or modification of any of the provisions of this Agreement or any right either party has under this Agreement shall be made by mutual assent of the parties in writing and signed by both parties.

12. This Agreement shall be governed by the laws of the State of New York. If any portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.

13. The terms of this Agreement shall not be assigned without the mutual written authorization from the parties.

14. Nothing contained in this Agreement shall be construed to create an employment or principal-agent relationship, or partnership or joint venture, between the Town of Riverhead and the Riverhead Central School District and any officer, employee, servant, agent or independent contractor of the Riverhead Central School District.

15. This Agreement constitutes the full and complete agreement between the Town of Riverhead and the Riverhead Central School District and supersedes all prior written and oral agreements, commitments or understandings with respect thereto.

16. The undersigned representative of the Town of Riverhead hereby represents and warrants that the undersigned is an officer, director or agent of the Town of Riverhead with full legal rights, power and authority to enter into this Agreement on behalf of the Town of Riverhead and bind the Town of Riverhead with respect to the obligations enforceable against the Town of Riverhead in accordance with the terms contained herein.

17. The undersigned representative of the Riverhead Central School District hereby represents and warrants that the undersigned is an officer, director or agent of the Riverhead Central School District with full legal rights, power and authority to enter into this Agreement on behalf of the Riverhead Central School District and bind the Riverhead Central School District with respect to the obligations enforceable against the Riverhead Central School District in accordance with the terms contained herein.

IN WITNESS WHEREOF, the undersigned hereby acknowledge that they have read and fully understand the foregoing Agreement and further, that they agree to each of the terms and conditions contained herein.

RIVERHEAD CENTRAL SCHOOL DISTRICT

By: _____
Ann Cotten-DeGrasse, President, Board of Education

Date: _____

TOWN OF RIVERHEAD

By: _____
Sean M. Walter, Town Supervisor

Date: _____

SCHEDULE "A"

Hours of operation: Twenty-Four hours per day, Seven days per week

CHARGES:

- A. Cost of gasoline:** As per New York State contract Group 05600-Gasoline and E-85, Award Number: 22258; Contract Period: September 23, 2011 through September 19, 2013. District acknowledges receipt of same which is hereby incorporated by reference herein as if recited in its entirety.
- B. Fuel Supplier: Sprague Energy Corp.**
- C. Frequency of Charges:** Monthly (District to pay invoice within 30 days of receipt). District agrees and affirms that the District's failure to provide payment within 30 days of the invoice may subject the District to immediate termination of the Agreement.
- D. Equipment Leasing Charges:** The following leasing charges are a one-time leasing charge per vehicle to be paid on or before Agreement execution and whose leasing term shall coincide and run with the term of the Agreement. District agrees, represents and affirms that upon the termination of the Agreement, District shall present all of the designated vehicles to the municipal garage or any other Town department if so directed, for the removal of the following devices, within seven (7) business days of the termination of the Agreement. District also agrees that for any designated vehicle rendered no longer operable nor requiring fuel service, said vehicle shall be returned to the Town for removal of the following devices within seven (7) business days of the event, even if the Agreement has not terminated. District further agrees, affirms and represents that District personnel, officials, officers, employees, representatives, and agents shall not remove, alter, replace or manipulate the following devices from the designated vehicles without the express written consent of the Town, which shall survive the termination of the Agreement. District also agrees, affirms and represents that District shall make the designated vehicles available for inspection, service and/or maintenance upon request of the Town within a reasonable time but no later than one full business day. In addition, the installation of the following devices shall constitute a lien upon each of the designated vehicles until such time that the devices are physically removed from the subject vehicles by Town personnel.
- 1. Fuel Point Module: \$106.00 per vehicle**
 - 2. T-Ring: \$19.00 per vehicle**
 - 3. OBDII Mileage Adapter \$127.00 per vehicle**
 - 4. Operator Key: \$10.00 (onetime leasing fee, District to return key upon contract termination).**

5. Gas Can Key: \$10.00 (one-time leasing fee, District to return key at contract end)

E. Town Administrative Charges: .32 (thirty-two cents) per gallon. District agrees to pay an administrative charge to the Town equal to .32 cents per gallon of fuel that is dispensed from the Town's fuel pump. District further agrees to pay the administrative charge as included in the fuel invoice. Town represents that the administrative charge shall not increase during the term of the Agreement.

F. Town Installation Charges: The Town's Municipal Garage Department represents that it shall require the following time periods to install the above-referenced devices.

For vehicles with mileage tracking capability, the installation cost for additional vehicles shall be \$130.00 per man hour x 2.5 hours. For vehicles without mileage tracking capability, the installation cost for additional vehicles shall be \$130.00 per man hour x 2 hours.

Town and District mutually agree to add or delete vehicles during the term of the Agreement upon mutual consent subject to the above delineated charges and conditions. Town and District agree that subsequently designated vehicles shall incur charges delineated above which shall remain unchanged during the term of this Agreement.

G. District agrees to pay any additional and reasonable unforeseeable costs related to fuel service subject to verification and proper documentation.

07.03.12
120529

ADOPTED

TOWN OF RIVERHEAD

Resolution # 529

**AUTHORIZES THE SUPERVISOR TO
EXECUTE A RETAINER AGREEMENT**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, the Town of Riverhead requires the assistance of legal counsel with regards to labor matters, and

WHEREAS, Richard Zuckerman, Esq. of Lamb and Barnosky, LLP have represented the Town well for many years in this area,

NOW THEREFORE BE IT RESOLVED,

RESOLVED, that the Supervisor is hereby authorized to execute the attached retainer agreement, and be it further

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to Richard Zuckerman, Esq. at Lamb & Barnosky, LLP, P.O. Box 9034, Melville, NY 11747; the Town Attorney's Office, the Office of Accounting and the Personnel Director; and be it further

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

LAMB & BARNOSKY, LLP

ATTORNEYS AT LAW

CATHLEEN D. ALLEN
EUGENE R. BARNOSKY
SHARON N. BERLIN*
ROBERT H. COHEN
MICHELLE S. FELDMAN
MARCIA L. FINKELSTEIN
STEVEN GODSBERG
MICHAEL J. HELLER**
SCOTT M. KARSON
P. L. LAMB
ARTHUR A. LANE
JOEL M. MARKOWITZ
JEFFREY A. ZANKEL
RICHARD K. ZUCKERMAN

COUNSEL

THEODORE D. ITZKOWITZ
DIANE J. MOFFET
HON. MICHAEL F. MULLEN
RITA FISHMAN SHEENA
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SERVICE BY E-MAIL OR FACSIMILE NOT ACCEPTED

OF COUNSEL
LLOYD K. CHANIN
SAMUEL H. GOLDEN***
GARY HOLMAN
THOMAS A. O'ROURKE
PATRICE DOWD SHENN
VIRGINIA MEDICI WYLLY

ASSOCIATES

LINDSAY TOWNSEND CROCKER
CHUMI R. DIAMOND
CANDACE J. GOMEZ
MARA N. HARVEY
ZACHARY C. LYON
ALYSON MATHEWS
MATTHEW J. MEHNERT
ADAM D. MICHAELSON**
LAUREN SCHNITZER**
MARGARET K. TERRY
JANE C. TUCKER****

July 3, 2012

* ALSO ADMITTED IN CT
** ALSO ADMITTED IN NJ
*** ALSO ADMITTED IN FL
**** ALSO ADMITTED IN DC

Sean Walter
Town Supervisor
Town of Riverhead
200 Howell Avenue
Riverhead, NY 11901

Re: Town of Riverhead

Dear Supervisor Walter:

Thank you for your and the Town's interest in continuing our retention as the Town's special labor counsel. This letter will reconfirm the scope and terms of our representation and will ensure that we have a clear understanding of these matters from the outset.

1. Scope of Engagement

The scope of this representation will continue to include serving as the Town's special counsel for all labor and employment matters for the period June 1, 2012 through May 31, 2015.

2. Responsibility and Team Members

I will continue to be the partner primarily responsible for your representation. As appropriate, the Firm will continue to draw upon the talent and expertise of other attorneys in the Firm and may also assign legal assistants to the matter.

3. Keeping You Informed

The Firm continues to be committed to keeping the Town informed about our work on the matter. This includes letting you know who is working on the matter, updating the Town on progress, advising the Town of any potential problems or delays,

Sean Walter
Town Supervisor
July 3, 2012

and keeping the Town notified of costs. To this end, the Firm will provide the Town with a report on the status of the matter as regularly as the Town requires. In the event the Town needs to reach one of our attorneys and the person sought is unavailable, please leave a message describing the nature and urgency of the inquiry. It is the Firm's policy to promptly respond to all inquiries.

4. **Fees, Expenses and Billings**

(a) **Legal Fees**

Our fees for services will continue to be based upon a variety of facts, including the time and labor involved; the difficulty of the questions and the skill required to perform those services properly; time limitations imposed either by the Town or by the circumstances; the nature and length of the professional relationship between us; and the experience of the lawyers assigned to do the work. The hourly billing rates for attorneys and paralegals in our Firm vary and are re-adjusted periodically.

Notwithstanding this fee schedule, we have agreed to a retainer arrangement that will continue to include our professional services on all labor and employment matters on which we are consulted, including one round of collective bargaining negotiations with each of the CSEA, PBA and SOA units, but exclusive of administrative hearings, arbitrations and other litigation, personnel matters involving individual employees, personnel investigations and collective bargaining with any newly established units not listed above.

The fee for this retainer for the period June 1, 2012-May 31, 2015 shall be \$40,000 for the period June 1, 2012-May 31, 2013; \$41,000 for the period June 1, 2013-May 31, 2014; and \$42,000 for the period June 1, 2014-May 31, 2015; payable in equal advance monthly installments.

If requested to represent the Town in matters outside of the scope of this retainer, we have agreed to continue to cap our hourly rates at a special discounted rate of Richard K. Zuckerman, Esq., \$265 per hour for the period June 1, 2012-May 31, 2013 and \$275 per hour for the period commencing June 1, 2013; \$250 per hour for other partners' and counsels' time; \$225 per hour for senior associate (more than four years following admission to the Bar) attorneys' time; \$200 per hour for other associate attorneys' time; and not more than \$135 per hour for the time of recent law graduates, legal interns, summer associates and paralegal assistants. These rates are subject to periodic adjustment. In the case of partners and counsel, adjustment usually occurs in January of each year; in the case of associates, adjustment usually occurs when they step up to the next level of seniority. We will provide not less than 60 calendar days' notice of proposed changes to these rates. Hourly billing will continue to be in 15-minute units

Sean Walter
Town Supervisor
July 3, 2012

(four to the hour) for time spent on the matter. These rates do not include any amounts which may be added to a particular invoice for disbursements and charges. The Town agrees that these fees and rates continue to be reasonable.

Depending upon the complexity of the matter, the specialized expertise brought to it, the extent to which the matter requires urgent attention or the deferral of other matters, and the results achieved, the Firm's fees may exceed our normal hourly rates, subject to the Town's approval.

(b) Disbursements and Charges

Beyond hourly fees, certain other costs and expenses may continue to be incurred in this representation. These disbursements might continue to include travel and mileage expenses, computerized legal research, process and subpoena service fees, filing fees, overnight mail fees and similar items. These costs and expenses will be billed in the same manner as our fees or we may ask the Town to make direct payment to the party making the charge. We will not charge for photocopying expenses, fax charges or non-conference call-type telephone expenses.

(c) Billing Arrangements

Statements of fees, disbursements and charges will be sent to the Town by the Firm on a monthly basis, with payment to be made within 30 days of receipt of the invoice. Please note that the Firm reserves the right to impose a late charge at the rate of 12 percent per annum on past due accounts. If the Town anticipates that payment will be delayed, please discuss this delay with us at the earliest possible opportunity. If the Town has any questions regarding an invoice, please contact us so that we may try to answer them promptly.

5. Communication Technology

We continue to be mindful of our obligation to safeguard our clients' proprietary, sensitive, or otherwise confidential information. To this end it is important that we continue to agree on the kinds of communication technology which will be employed in the course of this engagement. If there are particular forms of communication technology that the Town does not wish us to use, or if there are other specific safeguards that the Town would like us to put in place, please promptly advise us. If the Town does not so advise us, we will assume that the Town has continued to give its consent to, and accepted any risks attendant upon, the use of any means of communication that we deem to be appropriate (including cell phones, electronic mail and facsimiles.)

Sean Walter
Town Supervisor
July 3, 2012

6. **Files**

The Firm generally retains clients' files for at least seven years after conclusion of the matter for which representation was provided. However, once the matter has been concluded, the Town may take possession of the files at any time by delivering a written and signed request to the Firm. If, upon the expiration of seven years after conclusion of the matter, no request has been received, the Firm reserves the right to destroy the files without further notice to the Town.

7. **Questions and Termination**

The Firm has procedures to address any issue that the Town would like to raise, and we encourage the Town to inform us if at any time our services do not meet the Town's expectations. We will strive to promptly address any problem and in a professional manner.

The Town may end this relationship at any time by giving the Firm written notice, subject to the Town's obligation to pay us according to the terms of this Agreement. The Firm, in turn, may withdraw from the representation upon written notice in the event that the Town fails to cooperate with us in any way that we may reasonably request, the Town fails to pay our invoices in full as submitted, or we determine in our reasonable discretion that it would be improper pursuant to the New York Code of Professional Conduct or impractical to continue our relationship.

8. **Resolution of Disputes – Mediation and Arbitration**

Although we do not expect that differences will arise between us, we recognize that disagreements can happen and it is therefore wise to agree upon a procedure for fairly and expeditiously resolving them. Accordingly, if collection efforts made by the Firm including, without limitation, collection efforts made by our attorneys or staff, or by any outside agency retained by the Firm, are unsuccessful, then any dispute, controversy or claim arising out of or relating to our rendering of professional services to the Town, or our billed fees, disbursements and charges, will be submitted to private, confidential non-binding mediation with a mediator jointly selected by the Town and the Firm. If resolution through mediation is not possible, the dispute, controversy or claim will be finally resolved by private, confidential binding arbitration as follows: (a) to the extent that the New York Fee Dispute Resolution Program (Part 137 of 22 NYCRR), which provides for the informal and expeditious resolution of fee disputes between attorneys and clients, applies to the dispute, controversy or claim, then resolution will be in accordance with the rules and procedures of the Fee Dispute Resolution Program (a copy is available upon request); or (b) if the Fee Dispute Resolution Program does not apply to the dispute, controversy or claim, then the arbitration will be conducted in Suffolk

Sean Walter
Town Supervisor
July 3, 2012

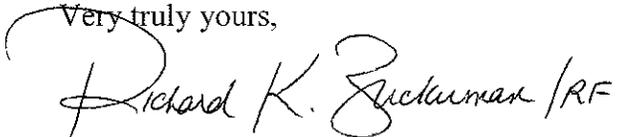
County in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and any decision or award issued in that arbitration shall be final and binding and non-appealable.

9. Entire Agreement

This letter represents the entire agreement between us concerning the terms and conditions of this continued engagement. By signing below, the Town acknowledges that this letter has been reviewed and understood and that the Town agrees to be bound by its terms and conditions. No change or waiver of any of the provisions of this letter will be binding on either the Town or the Firm unless the change is in writing and signed by the Town and us.

If the Town is in agreement with all of these terms and conditions, please sign and date where indicated below, and return the enclosed copy of this letter to us.

Once again, we thank you for continuing to engage Lamb & Barnosky, LLP as your special counsel. We very much look forward to continuing to work with you.

Very truly yours,

Richard K. Zuckerman

RKZ/rf

AGREED:

Dated: _____

07.03.12
120530

ADOPTED

TOWN OF RIVERHEAD

Resolution # 530

**APPROVES THE CHAPTER 90 APPLICATION OF
SPORTS AUTHORITY
(Sidewalk Sale Event – July 4, 2012 – August 26, 2012)**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, on June 19, 2012, Sports Authority submitted a Chapter 90 Application for the purpose of conducting a sidewalk sale event at 1160 Old Country Road, Riverhead, New York, to be held on July 4, 2012 through August 26, 2012, between the hours of 8:00 a.m. and 9:30 p.m.; and

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

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

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

WHEREAS, the applicant has paid the applicable Chapter 90 Application Fee.

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

NOW THEREFORE BE IT RESOLVED, that the Town Board of the 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 Sports Authority for the purpose of a conducting a sidewalk sale event at 1160 Old Country Road, Riverhead, New York, to be held on July 4, 2012 through August 26, 2012, between the hours of 8:00 a.m. and 9:30 p.m. is hereby approved; and be it further

RESOLVED, should tent(s) be utilized, that the necessary tent permit must be obtained and the tent installation and all electric shall comply with the applicable

requirements of the NFPA Life Safety Code (NFPA 101), the NFPA Temporary Membrane Structures/Tents (NFPA 102) and the Fire Code of New York State and the Building Code of New York State; and be it further

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

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

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to Sports Authority, 1160 Old Country Road, Riverhead, New York, 11901; and be it further

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

THE VOTE

Giglio Yes No

Gabrielsen Yes No

Wooten Yes No

Dunleavy Yes No

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

07.03.12
120531

ADOPTED

TOWN OF RIVERHEAD

Resolution # 531

**AUTHORIZES FINAL PAYMENT TO DUNN ENGINEERING, PC
FOR GRANGEBEL PARK IMPROVEMENT PROJECT 2010, #0759.14**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, on March 16, 2010, the Riverhead Town Board adopted Resolution No. 194 to authorize Dunn Engineering Associates, PC, to perform Construction Inspection services for the Grangebél Park Improvement Project; and

WHEREAS, the Community Development Director and Town Engineer have reconciled actual on site construction inspection invoices used during construction and would like to issue a final check to Dunn Engineering for past due invoices in the amount of Thirty Thousand Nine Hundred and Eighty Nine Dollars & 73/100 (\$30,989.73).

NOW, THEREFORE, BE, IT FURTHER RESOLVED, that the Town Board be and hereby, approves final payment to Dunn Engineering for Grangebél Park Improvement Project in the amount of Thirty Thousand Nine Hundred and Eighty Nine Dollars & 73/100 (\$30,989.73) with the release of payment contingent on reimbursement from New York State Department of Transportation; and

BE IT FURTHER RESOLVED, that the Supervisors Office is authorized to sign a town voucher or other approvals, and Accounting Department be and is hereby authorized to issue the final check to Dunn Engineering for this project in the amount of Thirty Thousand Nine Hundred and Eighty Nine Dollars & 73/100 (\$30,989.73) with release of payment contingent on reimbursement from New York State Department of Transportation; and

BE IT FURTHER RESOLVED, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to the Engineering Department, Community Development, Town Attorney, and the Office of Accounting; and

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

THE VOTE

Giglio Yes No

Gabrielsen Yes No

Wooten Yes No

Dunleavy Yes No

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

07.03.12
120532

ADOPTED

TOWN OF RIVERHEAD

Resolution # 532

**AUTHORIZES TOWN FINAL CHECK TO DUNN ENGINEERING, PC FOR
CALVERTON RAIL SPUR PROJECT, #0935.61**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, on Riverhead Town Board adopted Resolution No. 251 on 4/6/10, Resolution No. 176 on 3/15/11, and Resolution No. 313 on 4/20/11 to authorize Dunn Engineering Associates, PC, to perform Construction Inspection services for the Calverton Rail Spur Project; and

WHEREAS, the Community Development Director and Town Engineer have reconciled actual on site construction inspection invoices used during construction and would like to issue a check to Dunn Engineering for past due invoices to exceed original contract amount by not more than Six Thousand and Eighty Four Dollars & 01/100 (\$6,084.01) due to out of scope work for evaluation and design for structural steel replacement at the coal bins and as authorized by the Town prior to proceeding.

NOW, THEREFORE, BE, IT FURTHER RESOLVED, that the Town Board be and hereby approves final payment to Dunn Engineering for the Calverton Rail Spur Project in an amount not to exceed the original contract amount by more than by Six Thousand and Eighty Four Dollars & 01/100 (\$6,084.01).; and

BE IT FURTHER RESOLVED, that the Supervisors Office is authorized to authorized to sign a town voucher or other approvals, and Accounting Department be and is hereby authorized to issue the final check to Dunn Engineering for this project not to exceed the original contract amount by more than by Six Thousand and Eighty Four Dollars & 01/100 (\$6,084.01); and

BE IT FURTHER RESOLVED, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to the Engineering Department, Community Development, Town Attorney, and the Office of Accounting; and

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

THE VOTE

Giglio Yes No

Gabrielsen Yes No

Wooten Yes No

Dunleavy Yes No

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

07.03.12
120533

ADOPTED

TOWN OF RIVERHEAD

Resolution # 533

**AUTHORIZES THE SUPERVISOR TO EXECUTE A GRANT AGREEMENT WITH
NYS DOS FOR BOA FUNDING**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, grant funding is available from the New York State Department of State (NYS DOS) for municipalities to participate in the Brownfield Opportunity Areas (BOA) Program for assistance in redeveloping brownfields, abandoned or vacant buildings and areas of economic distress by funding a range of pre-development activity necessary to attract investment to transform underutilized properties for new uses; and

WHEREAS, the BOA program is designed to assist communities foster redevelopment of dormant and blighted land into productive and catalytic areas while restoring environmental quality by providing the resources to address redevelopment planning, access to expert environmental and economic analysis, and environmental site assessment for strategic redevelopment parcels; and

WHEREAS, the Town of Riverhead Community Development Department (“CDD”) has applied for and received an award of NYS DOS BOA grant funds in the amount of \$567,000 based budget of \$630,000 with ten percent match by the Town of Riverhead with in-kind staff services (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 NYS DOS.

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

**NYS DEPARTMENT OF STATE
DIVISION OF COASTAL RESOURCES**

CHECKLIST FOR NEW BROWNFIELD OPPURTUNITY AREA CONTRACTS

- Review the Face Page of the contract to confirm that all information entered is correct (Contractor Name & Address, Federal Tax ID number, Vendor ID number, State Share Amount, Local Share Amount). With the exception of the Municipality Number, if these fields are blank, they must be filled in.
- On the Face Page, fill in the Contractor Status, Charities Registration Number, Exemptions and Charities Statement (if applicable).
- Review the budget in Appendix B to confirm that the costs anticipated for this project are accurately reflected.
- Review the project description and work program tasks in Appendix D to confirm that project is accurately reflected.
- In Appendix F, verify that the contact information of the person signing the contract is correct.
- Review all other sections and appendices of the contract and let us know if you have any questions or concerns before signing and submitting the contract.
- If you need to make any minor corrections to the information on the Face Page and/or Appendix F, please indicate so in your transmittal letter to DOS (please do not handwrite changes into the contract).
- If you would like to request revisions to the budget, work program or any other part of the contract, notify us by letter or email (please do not handwrite changes into the contract). We will review the suggested changes and if approved, we will forward revised pages or a revised contract.
- Once the entire contract has been reviewed and found to be acceptable, three copies of the contract should be printed. The person authorized to execute this contract should the signature page in each contract and have them notarized. These pages must be notarized on the same day that they are signed and each page must contain original signatures and notaries in blue ink. Note that signature pages which contain white out cannot be accepted.
- Please do not sign and notarize Appendix X (Modification Agreement) - this page should be left blank.
- Complete the Contract Administration Update Form, making sure that the correct people are listed and verify and/or provide all contact information (name, title, address, phone, fax, email).
- Your submission must be submitted single-sided and in the following order:
 - Your transmittal letter to DOS.
 - The Contract Administration Update Form.
 - All three original signatures pages.
 - All three copies of the entire contract.
 - Vendor Responsibility Forms (if applicable).
- Make a copy of the contract package for your records/project file before submitting the originals.
- Submit the original contract package to the following address for processing:

Laurissa Parent, Secretary 1
NYS Department of State
One Commerce Plaza
99 Washington Avenue - Suite 1010
Albany, NY 12231-0001

Once received, we will forward the contract to our Contracts Administration Unit who will have it executed by the Department of State, Office of the Attorney General and if necessary, the Office of the State Comptroller (OSC). This process usually takes two to three months. When fully executed, a copy of the contract will be emailed to you.

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

Contract No. C106006

CONTRACTOR

Town of Riverhead

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."

ACKNOWLEDGMENT

State of New York)
County of _____)ss:

On this _____ day of _____, in the year 20_____, before me personally appeared _____, to me known and known to me to be the person who is the _____ of _____, the organization described in and which executed the above instrument; and that he/she has the authority to sign on behalf of said organization; and that he/she executed the foregoing agreement for and on behalf of said organization.

NOTARY PUBLIC

ATTORNEY GENERAL'S SIGNATURE:

By: _____

Date: _____

STATE COMPTROLLER'S SIGNATURE:

By: _____

Date: _____

FACE PAGE

STATE AGENCY (Name and Address):
NYS Department of State One Commerce Plaza 99 Washington Avenue - Suite 1010 Albany, NY 12231-0001

NYS CONTRACT NUMBER:	C106006
ORIGINATING AGENCY CODE:	3800000/DOS01
TYPE OF PROGRAM:	Brownfield Opportunities Areas Program

CONTRACTOR (Name and Address):
Town of Riverhead 200 Howell Avenue Riverhead, NY 11901

VENDOR ID NUMBER:
FEDERAL TAX ID NUMBER:
MUNICIPALITY NUMBER:

STATE SHARE FUNDING AMOUNT: \$567,000.00
LOCAL SHARE FUNDING AMOUNT: \$63,000.00

CONTRACTOR STATUS: Sectarian Entity Yes ____ No ____ Not-for-Profit Organization Yes ____ No ____
CHARITIES REGISTRATION NUMBER: ____ - ____ - ____ / (E-1) - ____ Estates, Powers and Trusts Laws Reporting (E-2) - ____

INITIAL CONTRACT PERIOD
FROM: April 20, 2011 TO: April 19, 2014

If you did not claim an exemption to both of the items above, you must circle appropriate response in the following statement: Contractor [has/has not] timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports.

APPENDICES ATTACHED TO AND PART OF THIS AGREEMENT

APPENDIX A: Standard Clauses for NYS Contracts
APPENDIX A1: Agency-Specific Clauses
APPENDIX B: Budget
APPENDIX C: Payment and Reporting Schedule
APPENDIX D: Program Work Plan
APPENDIX F: Notices
APPENDIX X: Modification Agreement Form

STATE OF NEW YORK AGREEMENT

This 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 Page 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 guidelines as stated in Appendix A1.

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 Work Plan (Appendix D) in accordance with: provisions of this 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 this 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 this 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 agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, 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 this 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 accidents and/or injuries to persons (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 this Agreement and in conformity with applicable provisions of laws and regulations, or specified in Appendix A1.

APPENDIX A

STANDARD CLAUSES FOR NYS 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 State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments 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 \$50,000 (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 \$85,000 (State Finance Law Section 163.6.a).

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, genetic predisposition or carrier status, 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. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms 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 contract's 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) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, 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 the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR 143, 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 the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(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, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts 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.

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 Department of Economic Development's Division 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 Section 165 of the

State Finance Law, (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 St -- 7th Floor
 Albany, New York 12245
 Telephone: 518-292-5220
 Fax: 518-292-5884
<http://www.empire.state.ny.us>

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

NYS Department of Economic Development
 Division of Minority and Women's Business Development
 30 South Pearl St -- 2nd Floor
 Albany, New York 12245
 Telephone: 518-292-5250
 Fax: 518-292-5803
<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 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. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS. To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

Revised December 2011

APPENDIX A1

AGENCY-SPECIFIC CLAUSES

- I. This Agreement has been entered into pursuant to the following understandings:
 - A. General Municipal Law §970-r (State assistance for Brownfield Opportunity Areas) provides State assistance for the cost of plans for areas affected by brownfield sites and economic distress.
 - B. The Department of State (Department) is authorized by such Law 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 Program Work Plan as set forth in Appendix D, the Department has made a determination of eligibility of funding for Contractor's project under such Law.
 - D. State funds (Funding Amount set forth on the Face Page) for this Project (Appendix D Program Work Plan) are provided pursuant to a reappropriation of funds originally made by Section 970-r of the General Municipal Law.
 - E. The Contractor has demonstrated its ability to finance its share of the Project and has agreed to fund its portion of the cost of the Project.
- II. General
 - A. For the purposes of this Agreement, the terms "State" and "Department" are interchangeable, unless the context requires otherwise. In addition, the terms "Agreement" and "Contract" 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.
 - C. No liabilities incurred prior to the contract period will be eligible under this Agreement.
 - D. No liabilities are to be incurred beyond the contract period 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. of the Agreement.
 - E. Subject to the availability of funds, determination by the Department that it is in the best interest of the State, and upon mutual written consent of the parties, the State may provide a no-cost time extension. The parties shall revise or complete the appropriate appendix form(s), which may be subject to approval of the Office of the State Comptroller.
 - F. To modify any terms of this Agreement within an existing period, the parties shall revise or complete the appropriate appendix form(s), which may be subject to approval of the Office of the State Comptroller.
 - G. 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.
 - H. 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.
 - I. The Contractor shall submit with its request for final payment a Final Project Summary Report (Appendix C - Attachment 1) and a final Project Status Report (Appendix C - Attachment 2).
 - J. The Contractor agrees to proceed expeditiously with the Project and to complete the Project in accordance with the timetable set forth in the Work Plan (Appendix D) as well as with the conditions of any applicable permits, administrative orders, or judicial orders and this Agreement.

- K. The Contractor shall submit a Quarterly Contractor Report (Appendix C - Attachment 4) pursuant to the Department's Minority and Women-owned Business Enterprises Program. In the event Contractor utilizes Minority and Women-owned Business Enterprises as discussed in Section XVI in Appendix A1, such report shall be provided to the Department at the address on the Quarterly Contractor Report.
- L. The Contractor shall submit a Project Status Report (Appendix C - Attachment 2) on a 6-month basis for the periods ending June 30 and December 31. Reports are due no later than 30 days following the end of each reporting period.

III. Additional Requirements for Construction Projects

- A. Project design, including preparation of final plans and specifications, and supervision of construction shall be undertaken by a qualified architect and/or engineer licensed to practice in the State of New York. The Contractor shall submit final plans and specifications to the Department for its acceptance before initiating construction work or, if the Contractor intends to subcontract for construction work, before the work is advertised for bidding. No change to project plans may be made without the prior written approval of the Department. The Contractor shall also be responsible for erecting a project sign satisfactory to the Department identifying the Project. The project sign shall remain in place for the useful life of the improvements undertaken pursuant to this Agreement. Upon completion of the Project, the Contractor shall submit to the Department a proper certification from a licensed architect or engineer.
- B. The State shall make periodic inspections of the project both during its implementation and after its completion to ensure compliance with this Agreement. The Contractor shall allow the State unrestricted access to work during the preparation and progress of the work, and provide for such access and inspection by the State in all construction contracts relating to the project.
- C. The Contractor shall be responsible for ensuring that the project is designed and constructed in conformance with the Uniform Federal Accessibility Standards (UFAS - Appendix A to 41 CRF part 101-19.6), the Americans with Disabilities Act Accessibility Guidelines (ADAAG - Appendix A of Title 9 NYCRR). Where there are discrepancies among the sets of standards with regard to a particular design/construction requirement, the one providing for the greatest degree of accommodation for the disabled shall apply.
- D. It is the Contractor's responsibility, pursuant to Section 57 of the Workers' Compensation Law, to maintain for State audit and review either proof that they have Workers' Compensation coverage for any employees, or a waiver statement from the New York State Department of Labor. The Contractor must also obtain from any contractor or sub-contractor hired to provide a service pursuant to this Agreement, similar proof or waiver from the contractor or subcontractor, and must maintain such documentation on file for audit.

IV. Reports, Documents and Maps

The Contractor shall, where appropriate, 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 for the New York State Department of State with funds provided under the Brownfield Opportunities Area Program."

V. 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.

VI. Contractors Insurance Requirements

- A. Prior to the commencement of the work, the Contractor shall file with the Department of State, Certificates of Insurance evidencing compliance with all requirements contained in this Agreement. Such certificate shall be of form and substance acceptable to the Department.

- B. Acceptance and/or approval by the Department does not and shall not be construed to relieve Contractor of any obligations, responsibilities or liabilities under the Agreement.
- C. All insurance required by the Agreement shall be obtained at the sole cost and expense of the Contractor; shall be maintained with insurance carriers licensed to do business in New York State; shall be primary and non-contributing to any insurance or self insurance maintained by the Department; shall be endorsed to provide written notice be given to the Department, at least thirty (30) days prior to the cancellation, non-renewal, or material alteration of such policies, which notice, evidenced by return receipt of United States Certified Mail which shall be sent to New York State Department of State, One Commerce Plaza, 99 Washington Avenue, Albany, New York 12231-0001; and shall name the People of the State of New York and their directors officers, agents, and employees as additional insured thereunder.
- D. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject.
- E. Each insurance carrier must be rated at least "A" Class "VII" in the most recently published Best's Insurance Report. If, during the term of the policy, a carrier's rating falls below "A Class "VII", the insurance must be replaced no later than the renewal date of the policy with an insurer acceptable to the Department and rated at least "A" Class "VII" in the most recently published Best's Insurance Report.
- F. The Contractor shall cause all insurance to be in full force and effect as of the date of this Agreement and to remain in full force and effect throughout the term of this Agreement and as further required by this Agreement. The Contractor shall not take any action, or omit to take any action that would suspend or invalidate any of the required coverages during the period of time such coverages are required to be in effect.
- G. Not less than thirty (30) days prior to the expiration date or renewal date, the Contractor shall supply the Department updated replacement Certificates of Insurance, and amendatory endorsements.
- H. Unless the Contractor is self-insured, Contractor shall, throughout the term of the Agreement or as otherwise required by this Agreement, obtain and maintain in full force and effect the following insurance with limits not less than those described below and as required by the terms of this Agreement, or as required by law, whichever is greater (limits may be provided through a combination of primary and umbrella/excess policies). Where Contractor is self-insured, the Contractor shall provide suitable evidence of such to the Department relating to the risks and coverage amounts as provided hereunder.
1. Comprehensive Liability Insurance with a limit of not less than \$1,000,000 each occurrence. Such liability shall be written on the Insurance Service Office's (ISO) occurrence form CG 00 01, or a substitute form providing equivalent coverages and shall cover liability arising from premises operations, independent contractors, products-completed operations, broad form property damage, personal & advertising injury, owners & contractors protective, cross liability coverage, liability assumed in a contract (including the tort liability of another assumed in a contract) and explosion, collapse & underground coverage.
 - a. If such insurance contains an aggregate limit, it shall apply separately to this location.
 - b. Products and Completed Operations coverage shall include a provision that coverage will extend for a period of at least twelve (12) months from the date of final completion and acceptance by the owner of all of contractors work.
 2. Where the Project described in Appendix D includes the construction of any structure or building, a Builder's Risk Policy until the Project is completed and accepted in the amount of the total project cost.
 3. Workers Compensation, Employers Liability, and Disability Benefits as required by New York State. Workers Compensation Policy shall include the U.S. Longshore & Harbor Workers' Compensation Act endorsement.
 4. Comprehensive Automobile Liability Insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any automobile including owned, leased, hired and non owned automobiles.
 5. Commercial Property Insurance covering at a minimum, the perils insured under the ISO Special Clauses of Loss Form (CP 10 30), or a substitute form providing equivalent coverages, for loss or damage to any owned, borrowed, leased or rented capital equipment, tools, including tools of their agents and employees, staging towers and forms, and property of the Department held in their care, custody and/or control.
 6. An Owner's Protective Liability Policy with limits no less than \$1,000,000 in the name of the Contractor.

- I. Professional consultants retained by the Contractor in connection with the Project shall show evidence of professional liability insurance with limits no less than \$1,000,000.

VII. Property

- A. Pursuant to the provisions set forth in Section V, Page 3 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.
- B. Contractor warrants that it has fee simple or such other estate or interest in the site of the Project, where the Project is undertaken at a site, including easements and /or rights-of-way sufficient to assure undisturbed use and possession for the purposes of construction and operation for the estimated life of the Project. Contractor further acknowledges that where such project is undertaken on or involves the use of lands for active or passive recreational use, it is a material term of this Agreement that such lands shall be available for such recreational use by the People of the State of New York. Additionally, Contractor shall not limit access or discriminate on the operation of the facilities against any person on the basis of place of residence, race, creed, color, national origin, sex, age, disability or marital status.

VIII. Date/Time Warranty

- A. Contractor warrants that product(s) furnished pursuant to this contract 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.
- B. 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 the 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 there from, including but not limited to the failure or untimely performance of such services.
- C. This Date/Time Warranty shall survive beyond termination or expiration of this Contract 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 Contract for breach of warranty.

IX. Fees

The Contractor may charge a reasonable fee for the use of any facility which is part of the project.

- A. Except for the imposition of a differential fee schedule for non-residents of the municipality in which the project is located, the establishment of any preferential user fee for any person or entity is prohibited. Fees charged to non-residents shall not exceed twice those charged to residents.
- B. Where there is no charge for residents but a fee is charged to non-residents, non-resident fees cannot exceed fees charged for residents at comparable State or local public facilities.
- C. Reservation, membership or annual permit systems available to residents must also be available to non-residents and the period of availability must be the same for both residents and non-residents.
- D. This provision does not apply to non-residents' fishing and hunting license fees.

X. Alienation

Where the project is undertaken on or involves parklands or public waterfront land, the following additional provisions apply:

- A. The Contractor shall not at any time sell or convey any facility or any portion of the project acquired or developed pursuant to this Agreement or convert such facility or any portion of the project to other than public park or public waterfront purposes without

the express authority of an act of the Legislature, which shall provide for the substitution of other lands of equal fair market value and reasonably equivalent usefulness and location to those to be discontinued, sold or disposed of, and such other requirements as shall be approved by State.

- B. The Contractor agrees to own a property interest sufficient to maintain and operate the project in perpetuity. The Contractor shall not authorize the operation of the project, or any portion thereof, by any other person, entity, or organization pursuant to any management agreement, lease or other arrangement without first obtaining the written approval of the State.

XI. Subcontracting Requirements

- A. 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 written approval by the Department of any subcontractor and the terms of any subcontract. Subcontractors shall comply with all applicable requirements of the Agreement between the Contractor and the State.

XII. Compliance with Procurement Requirements

- A. The municipal attorney, chief legal officer or financial administrator of the Contractor shall certify to the State (Appendix C - Attachment 3) that applicable public bidding procedures of General Municipal Law §103 were followed for all public work involving an expenditure of more than \$35,000 and purchase contracts involving an expenditure of more than \$20,000.
- B. The municipal attorney, chief legal officer or financial administrator of the Contractor shall certify to the State (Appendix C - Attachment 3) that the procedures of the municipality established pursuant to General Municipal Law §104-b were fully complied with for all public work and purchase contracts which are not applicable to the public bidding procedures of General Municipal Law §103.
- C. For non-municipal entities such as community-based organizations, the chief legal officer or financial administrator of the Contractor shall certify to the State (Appendix C - Attachment 3) that alternative proposals and quotations for professional services were secured by use of written requests for proposals through a publicly advertised process, to ensure the prudent and economical use of public funds for professional services of maximum quality at reasonable cost.

XIII. Requirements for Contract GIS Products

- A. GENERAL MAP PRODUCT REQUIREMENTS — The following general cartographic requirements must be adhered to by the Contractor:
1. Map Products -- The Department requires delivery of digital map products, unless otherwise specified in the Request for Proposal (RFP), that meet the specifications outlined in this GENERAL MAP PRODUCT REQUIREMENTS section and the ADDITIONAL DIGITAL CARTOGRAPHIC FILE REQUIREMENTS section. If analog map products are required by the RFP, they must meet specifications outlined in this GENERAL MAP PRODUCT REQUIREMENTS section and the ADDITIONAL DIGITAL-READY MAP PRODUCT REQUIREMENTS section.
 2. Deliverable Format -- All digital map and attribute table files must be provided in MapInfo Tab file format on Recordable CD or DVD, 3.5" floppy diskette media, external hard drive, via e-mail attachment (preferably in a WinZIP file) or downloadable from an ftp site on the Internet. Alternatively, the digital products may be provided in ArcInfo/GIS export format (.e00) or ArcView shape file format on the same media types upon approval of the Department. All other digital formats require prior approval of the Department. Coordination with the Department prior to submission of digital media is required to ensure compatibility of the delivered materials.
 3. Documentation -- A data dictionary must be included along with the map files describing file contents and file names, as well as metadata for each file including map projection, horizontal and vertical datums used, coordinate system, RMS accuracy and log sheet, information sources and dates, the map maker and date of preparation, and creation methodology. Data provided under federal funds must be provided in a manner which meets Digital Geospatial Federal Geographic Data Committee Metadata Standard as executed by Executive Order 12906, April 11, 1994, "Coordinating Geographic Data Acquisition and Access: the National Spatial Data Infrastructure".
 4. Map Accuracy -- Unless otherwise stated in the RFP, all deliverable map products must conform to National Map Accuracy Standards for horizontal and vertical accuracy as established by the United States Bureau of the Budget, June 10, 1941,

revised June 17, 1947. For example, for maps at 1:20,000 or smaller, not more than 10% of the well-defined map points tested must be more than 1/50 inch (0.508 mm) out of correct position. At 1:24,000, this tolerance translates to a required horizontal accuracy of 40 feet. If by prior agreement with the Department the map product does not conform to National Map Accuracy Standards, then a statement of actual map accuracy should be included in the Documentation above. Furthermore, hydrographic surveys and maps should conform to recommended accuracy standard proposed in the joint USGS, NOS, Coastal Mapping Handbook, 1978, Melvin Ellis editor, U.S. Government Printing Office, Appendix 6.

5. Datums -- Unless otherwise specified in the RFP, all map products should be referenced to the North American Horizontal Datum of 1983 (NAD83) and the National Geodetic Vertical Datum of 1988 (NGVD88).

B. ADDITIONAL DIGITAL CARTOGRAPHIC FILE REQUIREMENTS — The following cartographic construction requirements must be adhered to by the Contractor:

1. Edge-matching -- All map sheets must be both visually and coordinate edge-matched with adjacent map sheets. No edge-match tolerance will be allowed. Attributes for splittable features must also be identical.
2. Common Boundaries -- All features that share a common boundary, regardless of map layer, must have exactly the same coordinate position of that feature in all common layers.
3. Point Duplication -- No duplication of points that occur within a data string is permitted.
4. Connectivity -- Where graphic elements visually meet, they must also digitally meet. All confluences of line and polygon data must be exact; "overshoots", "undershoots", "slivers", or "offshoots" are NOT permitted.
5. Line Quality -- A high quality cartographic appearance must be achieved. Transitions from straight lines to curvilinear elements must be smooth, with angular inflections at the point of intersection. The digital representation must not contain extraneous data at a non visible level. There should be no jags, hooks, or zero length segments. Any lines that are straight, or should be straight, should be digitized using only two points that represent the beginning and ending points of the line.
6. Polygon Closure -- For area features being digitized, the last coordinate pair must be exactly (mathematically) equal to the first coordinate pair. No line or polygon must cross itself except to join at an actual confluence. All digitized features across map boundaries must be edited to effect smooth and continuous lines.
7. Graphic Precision -- Positional coordinates for all digital graphic elements should not be reported to a level of precision greater than one thousandth (.001) of a foot.
8. Digitizer Accuracy -- The required RMS error for digitizer accuracy must be 0.003 or better for digital map registration.

C. ADDITIONAL DIGITAL-READY MAP PRODUCT REQUIREMENTS — The following requirements for large scale, non-digital map products must be followed to facilitate the future conversion of the maps to digital map products. All large format, non-digital map products must be provided on stable base material at a scale stipulated in the RFP. The map products must include an index map to all map sheets and thorough descriptions of all the cartographic elements portrayed on the maps.

1. Base Map Media -- All maps must be created on mylar or other stable base material.
2. Map Scale -- All maps of a similar series should be created using the same base scale. Unless otherwise stated by the Department, all maps should be compiled at 1:24,000. If other map scales are approved by the Department, where possible they will conform to standard map scales such as 1:9600; 1:50,000; 1:75,000; or 1:100,000.
3. Map Registration -- The maps must provide a minimum of four (4) corner and four (4) interior ticks tied to USGS/NYS DOT quadrangle Lat/Long or NYTM coordinates. The maps must be geometrically correct and should register when overlaid on the appropriate USGS/NYS DOT quadrangle control ticks.
4. Map Title and Legend -- The maps must provide a title and legend block describing the information contained on the maps, and including the Documentation and Datums information requested in the GENERAL MAP PRODUCT REQUIREMENTS above and the map scale.
5. Cartographic Quality -- The quality of all map line work and symbolization must conform to items 1 - 6 in the map criteria set forth in the ADDITIONAL DIGITAL CARTOGRAPHIC FILE REQUIREMENTS section outlined above.

D. CONTRACT DATABASE STANDARDS

1. Delivery Media — All database and tabular files must be provided on digital media as specified above in Deliverable Format.
2. Software Format – Database and tabular files can be provided in Corel Quattro, Microsoft Excel or Microsoft Access format. Other formats that are convertible to one of the aforementioned formats may be used with prior approval of the Department.
3. Geographic Attributes -- Database and tabular files that contain elements with a geographic reference must provide a corresponding data field and a geographic coordinate pair for each feature location.

XIV. 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.

XV. 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.

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

Article 15-A of the New York State Executive Law, as amended, authorized the creation of a division of Minority and Women's Business Enterprise Development to promote employment and business opportunities on state contracts for minorities and women. 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 statute, State agencies are charged with establishing business participation goals for minorities and women. The Department of State administers a Minority and Women-owned Business Enterprises (MWBE) Program as mandated by Article 15-A.

A. General Provisions

1. The Department of State is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 ("MWBE Regulations") for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.
2. The Contractor to the subject contract (the "Contractor" and the "Contract," respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the New York State Department of State (the "Agency"), to fully comply and cooperate with the Agency in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women ("EEO") and contracting opportunities for certified minority and women-owned business enterprises ("MWBEs"). Contractor's demonstration of "good faith efforts" pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions

shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the "Human Rights Law") or other applicable federal, state or local laws.

3. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section VII of this Appendix or enforcement proceedings as allowed by the Contract.

B. Contract Goals

1. For purposes of this procurement, the Agency hereby establishes an overall goal of 20% for Minority and Women-Owned Business Enterprises ("MWBE") participation, 10% for Minority-Owned Business Enterprises ("MBE") participation and 10% for Women-Owned Business Enterprises ("WBE") participation (based on the current availability of qualified MBEs and WBEs).
2. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in Section II-A hereof, Contractor should reference the directory of New York State Certified MBWEs found at the following internet address: <http://www.esd.ny.gov/mwbe.html>.

Additionally, Contractor is encouraged to contact the Division of Minority and Woman Business Development (518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.

3. Where MWBE goals have been established herein, pursuant to 5 NYCRR §142.8, Contractor must document "good faith efforts" to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract. In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, the Contractor acknowledges that if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of contract and the Contractor shall be liable to the Agency for liquidated or other appropriate damages, as set forth herein.

C. Equal Employment Opportunity (EEO)

1. Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women's Business Development of the Department of Economic Development (the "Division"). If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.
2. Contractor shall comply with the following provisions of Article 15-A:
 - a. Contractor and Subcontractors shall undertake or continue existing EEO programs 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, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
 - b. The Contractor shall submit an EEO policy statement to the Agency within seventy two (72) hours after the date of the notice by Agency to award the Contract to the Contractor.
 - c. If Contractor or Subcontractor does not have an existing EEO policy statement, the Agency may provide the Contractor or Subcontractor a model statement (see Form A - Minority and Women-Owned Business Enterprises Equal Employment Opportunity Policy Statement).
 - d. The Contractor's EEO policy statement shall include the following language:
 - (1) 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, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.
 - (2) The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the 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.

- (3) 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.
- (4) The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection 4 and Paragraph "E" of this Section III, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

3. Form B - Staffing Plan

To ensure compliance with this Section, the Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Contractors shall complete the Staffing plan form and submit it as part of their bid or proposal or within a reasonable time, but no later than the time of award of the contract.

4. Form C - Workforce Employment Utilization Report ("Workforce Report")

- a. Once a contract has been awarded and during the term of Contract, Contractor is responsible for updating and providing notice to the Agency of any changes to the previously submitted Staffing Plan. This information is to be submitted on a quarterly basis during the term of the contract to report the actual workforce utilized in the performance of the contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Workforce Report must be submitted to report this information.
 - b. Separate forms shall be completed by Contractor and any subcontractor performing work on the Contract.
 - c. In limited instances, Contractor may not be able to separate out the workforce utilized in the performance of the Contract from Contractor's and/or subcontractor's total workforce. When a separation can be made, Contractor shall submit the Workforce Report and indicate that the information provided related to the actual workforce utilized on the Contract. When the workforce to be utilized on the contract cannot be separated out from Contractor's and/or subcontractor's total workforce, Contractor shall submit the Workforce Report and indicate that the information provided is Contractor's total workforce during the subject time frame, not limited to work specifically under the contract.
5. Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

D. MWBE Utilization Plan

1. The Contractor represents and warrants that Contractor has submitted an MWBE Utilization Plan (Form D) either prior to, or at the time of, the execution of the contract.
2. Contractor agrees to use such MWBE Utilization Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in Section III-A of this Appendix.
3. Contractor further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, Agency shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

E. Waivers

1. For Waiver Requests Contractor should use Form E - Waiver Request.
2. If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver form documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request is complete, the Agency shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.

3. If the Agency, upon review of the MWBE Utilization Plan and updated Quarterly MWBE Contractor Compliance Reports determines that Contractor is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, the Agency may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

F. Liquidated Damages - MWBE Participation

1. Where Agency determines that Contractor is not in compliance with the requirements of the Contract and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, Contractor shall be obligated to pay to the Agency liquidated damages.
2. Such liquidated damages shall be calculated as an amount equaling the difference between:
 - a. All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
 - b. All sums actually paid to MWBEs for work performed or materials supplied under the Contract.
3. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the Agency, Contractor shall pay such liquidated damages to the Agency within sixty (60) days after they are assessed by the Agency unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Director of the Division of Minority and Woman Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of the Agency.

Questions regarding this program should be directed to the Department's Minority and Women-owned Business Program by calling (518) 473-2507. 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.esd.ny.gov/MWBE.html>.

The Department makes no representation with respect to the availability or capability of any business listed in the Directory. See Appendix C - Attachment 4, for additional requirements of this program.

XVII. Notice of Public Proceedings

The Contractor agrees to provide the Department with prompt and timely written notice at least two weeks in advance of all public proceedings, including, but not limited to; public meetings or hearings, relating to the Project.

XVIII. Submission of all correspondence and documentation

- A. Unless otherwise stated in Appendix D, the Contractor agrees to provide the Department with the required products in the following formats. All products shall include the NYS contract number as indicated on the Face Page of this Agreement and where applicable, reflect the task number it relates to in Appendix D.
 1. Draft products: two paper copies of each product must be submitted.
 2. Final products: two paper copies of each product must be submitted. In addition all final products (including reports, designs, maps, drawings, and plans) must be submitted as an electronic copy (in Adobe® Acrobat® Portable Document Format - PDF), created using 300 dpi scanning resolution, and be submitted on a labeled CD-R type CD. The CD must be labeled with the contractor name, contract number, and project title.
 3. Pictures and photographs must be dated and captioned with the location and a brief description of the activity being documented.
- B. Contractor agrees to provide the Department with original and one copy of payment request documentation as described in Appendix C.

XIX. 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.

XX. Default and Termination

- A. The Department may terminate the Agreement in accordance with the terms and conditions in Section III of the Agreement.
- B. In addition to whatever other reserved rights it has to terminate the Agreement, the Department may terminate the Agreement when it is in the best interests of the State or (1) for cause, (2) for convenience, or (3) due to unavailability of funds.
- C. If the Department determines the Contractor has breached a term of the Agreement and if the Department determines the defect can be remedied, it may issue a written notice providing the Contractor with a minimum of 30 days to correct the defect and the notice may include a prospective termination date. If the Contractor fails to correct the defect or fails to make a good faith effort to do so as determined by the Department to the Department's satisfaction, the Department may terminate the Agreement for cause.
- D. The Department shall also have the right to postpone or suspend the Agreement or deem it abandoned without this action being a breach of the Agreement. The Department shall provide written notice to the Contractor indicating the Agreement has been postponed, suspended or abandoned. During any postponement, suspension or abandonment the Contractor agrees not to do any work under the Agreement without prior written approval of the Department.
- E. In the event the Agreement is postponed, suspended, abandoned or terminated, the Department shall make a settlement with the Contractor upon an equitable basis in good faith and under the general compensation principles and rates established in the Agreement by the Department. This settlement shall fix the value of the work which was performed by the Contractor to the Department's satisfaction prior to the postponement, suspension, abandonment or termination of the Agreement.
- F. Any funds paid to the Contractor by the Department which are not expended under the terms of the Agreement shall be repaid to the Department.

XXI. Fully-Executed Agreement or Amendment Thereto

- A. If this Agreement, or amendments thereto, allocates funds totaling \$50,000 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 \$50,000, it shall be deemed to be fully executed when approved by the Office of the State Comptroller.

BUDGET SUMMARY

A. Salaries & Wages (including Fringe Benefits)	\$63,000.00
B. Travel	\$0.00
C. Supplies/Materials	\$0.00
D. Equipment	\$0.00
E. Contractual Services	\$567,000.00
F. Other	\$0.00

TOTAL PROJECT COST \$630,000.00

State Assistance Amount (90% of Total)	\$567,000.00
Local Share (10% of Total)	\$63,000.00

Explanation of local share:

In-kind services of Town of Riverhead staff.

(Budget Detail Sheet)

A. SALARIES & WAGES		
<u>TITLE</u>	<u>ANNUAL SALARY</u> <u>(incl. fringe)</u>	<u>AMOUNT CHARGED TO</u> <u>THIS PROJECT</u>
Community Development Director	\$122,000.00	\$12,200.00
Assistant Community Development Director	\$99,000.00	\$9,900.00
Town Engineer	\$140,000.00	\$14,000.00
GIS Programmer	\$119,000.00	\$11,900.00
Town Attorney	\$130,000.00	\$9,000.00
Assistant Town Attorney	\$119,000.00	\$6,000.00
		SUBTOTAL \$63,000.00

B. TRAVEL		
		SUBTOTAL \$0.00

C. SUPPLIES/MATERIALS		
		SUBTOTAL \$0.00

D. EQUIPMENT		
		SUBTOTAL \$0.00

E. CONTRACTUAL SERVICES		
Professional services for the development of the Nomination.		
		SUBTOTAL \$567,000.00

F. OTHER		
		SUBTOTAL \$0.00

APPENDIX C

PAYMENT AND REPORTING SCHEDULE

I. Payment Schedule

- A. Upon approval of the Agreement by the Office of the State Comptroller, an advance of up to 25% of the State Funds may be requested by the Contractor.
- B. The Department shall make interim payments for eligible costs incurred up to an amount not to exceed 90% of the State Share Funding Amount. The final payment will be made upon satisfactory completion of the Project.
- C. A properly executed payment request is to be submitted on a 6-month basis (included with every project status report), on forms prescribed by the Department documenting total project costs incurred to date.
 1. Payment shall be made to the Contractor upon the submission by the Contractor of properly executed payment request. Such request shall contain the following: (1) Summary Sheet Documentation Forms, (2) a properly executed State Voucher, and (3) the required work products.
 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 number and percentage of allowable project tasks completed to date. For the purpose of determining the level of reimbursement, otherwise allowable project costs may be reduced if the percentage of task completion is deemed insufficient.
 3. Total allowable project costs, adjusted pursuant to 2. above, will be prorated between State Share and Local Share costs in the same proportions as State Share Funding Amount is to Local Share Funding Amount as set forth on the Face Page.
 4. Interim payments will be issued in amounts equal to the State Funds calculated in 3. above, less any outstanding advance payments.
 5. The final payment will be issued upon receipt and approval of (1) a payment request marked "FINAL", (2) a final Status Report, and (3) Final Project Summary Report. Such final payment request shall be submitted within 60 days following the ending date of this Agreement.

II. Reporting

- A. Payment requests as described in I.B. above shall be certified by a duly authorized representative of the Contractor as accurately representing 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 or will be 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 allowable expenditures.
- C. Payment requests shall be submitted to:

New York State Department of State
Division of Coastal Resources
One Commerce Plaza - Suite 1010
Albany, New York, 12231-0001
- D. Claimed expenditures per cost category may not exceed the amounts indicated in the Appendix B (Budget), without prior written approval of the Department. Changes to the cost categories in excess of 10% will require prior approval by the Office of the State Comptroller for contracts greater than \$50,000 in addition to the approval of the Department. No expenditures shall be allowed for items not set forth in the Project Budget.
- E. Progress reports are to be submitted on a 6-month basis (June 30 and December 31) on a form prescribed by 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. The Contractor shall provide complete and accurate billing invoices to the Agency in order to receive payment. Billing invoices submitted to the Agency must contain all information and supporting documentation required by the Contract, the Agency and the State Comptroller. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The Contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, by email at epunit@osc.state.ny.us, or by telephone at 518-474-4032. Contractor acknowledges that it will not receive payment on any invoices submitted under this Contract if it does not comply with State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

Final Project Summary Report

Final payment of the grant is dependent upon the satisfactory completion and acceptance by the Department of State 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 Municipality: _____
3. Actual Project Costs:
 - a. State funds expended (identify source, eg. 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 or recommended strategies.
 - b. For a Design Project describe what is to be built.
 - c. For a Construction Project describe what was built.
9. Project Measurable Results: To be completed on forms attached.
10. Project Documentation: The Department of State requires a visual documentation of the Environmental Protection Fund projects. Project products should be visually documented using a 35mm camera or a digital camera. The 35mm color slides and/or digital camera disc should be labeled and dated when submitted along with the completed Final Project Summary Report.

Visuals should illustrate the final project product and, as appropriate, activities undertaken to complete the project. For example, some projects would call for visuals that include photographs of volunteers participating in a wetland restoration project (planting Spartina); photographs of historical signs markers, kiosks, etc. being placed; or photographs of an artist's rendering of a waterfront design.

Design, planning, and construction projects call for different visual documentation. Therefore, the following guidelines are suggested:

- For design projects, visuals of renderings and/or graphics that depict the final product.
- For planning projects, visuals of any graphics, where appropriate, that illustrate the final product.
- For construction projects, visuals of work in progress and the finished project.

In addition to the 35mm color slides/digital camera disc, a video (vhs format) of the project with a verbal description is desirable but not mandatory. The video may be used in a future documentary.

Project Status Form

RECIPIENT _____ CONTRACT # _____

PROJECT TITLE _____

Status Report Date: _____

<u>Task #</u>	<u>Brief Task Description</u>	<u>A/T</u>	<u>Date of Completion</u>	<u>Percent of Completion</u>	<u>Task Accomplishments</u>	<u>Product Submitted to DOS</u>
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ADJUSTMENTS - Please indicate proposed adjustment(s) to work program/schedule, reason(s) for the proposed adjustment(s), and any other problems encountered during this reporting period:

Person to contact if we have questions about the information provided on this form:

Name: _____ Email Address: _____

Title: _____ Affiliation: _____

Phone: _____ Fax: _____

Procurement Certification

I hereby certify that I am the municipal attorney, chief legal officer or financial administrator for the

_____ and that the contract/procurement with

_____, appended hereto pursuant in whole or in part to NYS

Department of State Contract No. _____, was awarded in accordance all requirements of law and the following provisions:

1. For Municipal Entities (except NYC or with Borough):

_____ Applicable public bidding procedures of General Municipal Law §103 relating to the procurement for service, labor, and/or construction involving more than \$35,000 or goods and equipment involving more than \$20,000.

_____ Procedures established by this municipality pursuant to the General Municipal Law §104-b relating to the procurement for service, labor, and/or construction involving not more than \$35,000 or goods and equipment involving not more than \$20,000.

_____ Procedures established pursuant to General Municipal Law Section 104-b relating to the procurement for professional services.

2. For New York City or Borough:

_____ Applicable public bidding procedures of General Municipal Law §103 and regulations of the Procurement Policy Board relating to the procurement for service, labor, and/or construction involving more than \$35,000 or goods and equipment involving more than \$20,000.

_____ Procedures established by the municipality pursuant to the General Municipal Law §104-b and regulations of the Procurement Policy Board relating to the procurement for service, labor, and/or construction involving not more than \$35,000 or goods and equipment involving not more than \$20,000.

_____ Procedures established pursuant to General Municipal Law Section 104-b relating to the procurement for professional services.

3. Not-for-Profit Organization or other entities not listed above are first subject to all requirements of law, including the NYS Not-for-Profit Corporation Law, the organization's bylaws, and:

_____ a formal competitive process to secure professional services involving not more than \$35,000 was used to solicit price quotes from no less than three qualified vendors to ensure the prudent and economical use of public funds to obtain maximum quality at reasonable cost; or

_____ a formal competitive process to secure professional services involving more than \$35,000 was used to solicit price proposals and quotations, through use of written request(s) for proposals through a publicly advertised process, to ensure the prudent and economical use of public funds to obtain maximum quality at reasonable cost; or

_____ a method of procurement that was previously reviewed and approved by the Department of State, which furthers the purpose of this contract.

By: _____

Title: _____

Date: _____

FORM A
MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES – EQUAL
EMPLOYMENT OPPORTUNITY POLICY STATEMENT

M/WBE AND EEO POLICY STATEMENT

I, _____, the (awardee/contractor) _____ agree to adopt the following policies with respect to the project being developed or services rendered at _____

M/WBE This organization will and will cause its contractors and subcontractors to take good faith actions to achieve the M/WBE contract participations goals set by the State for that area in which the State-funded project is located, by taking the following steps:

- (1) Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations.
- (2) Request a list of State-certified M/WBEs from AGENCY and solicit bids from them directly.
- (3) Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs.
- (4) Where feasible, divide the work into smaller portions to enhanced participations by M/WBEs and encourage the formation of joint venture and other partnerships among M/WBE contractors to enhance their participation.
- (5) Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. Contractor will also maintain records of actions that its subcontractors have taken toward meeting M/WBE contract participation goals.
- (6) Ensure that progress payments to M/WBEs are made on a timely basis so that undue financial hardship is avoided, and that bonding and other credit requirements are waived or appropriate alternatives developed to encourage M/WBE participation.

EEO (a) This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on state contracts.

(b) This organization shall state in all solicitation 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 disability or marital status.

(c) At the request of the contracting agency, this organization shall request each employment agency, labor union, or authorized 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 this organization’s obligations herein.

(d) Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

(e) This organization will include the provisions of sections (a) through (d) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the State contract

Agreed to this _____ day of _____, 2_____

By _____

Print: _____ Title: _____

_____ is designated as the Minority Business Enterprise Liaison
(Name of Designated Liaison)

responsible for administering the Minority and Women-Owned Business Enterprises- Equal Employment Opportunity (M/WBE-EEO) program.

M/WBE Contract Goals

_____ 20% Minority and Women's Business Enterprise Participation

_____ % Minority Business Enterprise Participation

_____ % Women's Business Enterprise Participation

EEO Contract Goals

_____ % Minority Labor Force Participation

_____ % Female Labor Force Participation

(Authorized Representative)

Title: _____

Date: _____

FORM B

STAFFING PLAN

Submit with Bid or Proposal – Instructions on page 2

Solicitation No.:	Reporting Entity:	Report includes Contractor's/Subcontractor's: <input type="checkbox"/> Work force to be utilized on this contract <input type="checkbox"/> Total work force
Offeror's Name:	<input type="checkbox"/> Offeror <input type="checkbox"/> Subcontractor Subcontractor's name _____	
Offeror's Address:	_____	

Enter the total number of employees for each classification in each of the EEO-Job Categories identified

EEO-Job Category	Work force by Gender		Work force by Race/Ethnic Identification					Disabled (M) (F)	Veteran (M) (F)
	Total Work force (M)	Total Female (F)	White (M) (F)	Black (M) (F)	Hispanic (M) (F)	Asian (M) (F)	Native American (M) (F)		
Officials/Administrators									
Professionals									
Technicians									
Sales Workers									
Office/Clerical									
Craft Workers									
Laborers									
Service Workers									
Temporary /Apprentices									
Totals									

PREPARED BY (Signature):	TELEPHONE NO.:	DATE:
	EMAIL ADDRESS:	
NAME AND TITLE OF PREPARER (Print or Type):		
Submit completed with bid or proposal		

General instructions: All Offerors and each subcontractor identified in the bid or proposal must complete an EEO Staffing Plan (FORM B) and submit it as part of the bid or proposal package. Where the work force to be utilized in the performance of the State contract can be separated out from the contractor's and/or subcontractor's total work force, the Offeror shall complete this form only for the anticipated work force to be utilized on the State contract. Where the work force to be utilized in the performance of the State contract cannot be separated out from the contractor's and/or subcontractor's total work force, the Offeror shall complete this form for the contractor's and/or subcontractor's total work force.

Instructions for completing:

1. Enter the Solicitation number that this report applies to along with the name and address of the Offeror.
2. Check off the appropriate box to indicate if the Offeror completing the report is the contractor or a subcontractor.
3. Check off the appropriate box to indicate work force to be utilized on the contract or the Offerors' total work force.
4. Enter the total work force by EEO job category.
5. Break down the anticipated total work force by gender and enter under the heading 'Work force by Gender'
6. Break down the anticipated total work force by race/ethnic identification and enter under the heading 'Work force by Race/Ethnic Identification'. Contact the DOS Permissible contact(s) for the solicitation if you have any questions.
7. Enter information on disabled or veterans included in the anticipated work force under the appropriate headings.
8. Enter the name, title, phone number and email address for the person completing the form. Sign and date the form in the designated boxes.

RACE/ETHNIC IDENTIFICATION

Race/ethnic designations as used by the Equal Employment Opportunity Commission do not denote scientific definitions of anthropological origins. For the purposes of this form, an employee may be included in the group to which he or she appears to belong, identifies with, or is regarded in the community as belonging. However, no person should be counted in more than one race/ethnic group. The race/ethnic categories for this survey are:

- **WHITE** (Not of Hispanic origin) All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.
- **BLACK** a person, not of Hispanic origin, who has origins in any of the black racial groups of the original peoples of Africa.
- **HISPANIC** a person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.
- **ASIAN & PACIFIC ISLANDER** a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.
- **NATIVE INDIAN (NATIVE AMERICAN/ ALASKAN NATIVE)** a person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliation or community recognition.

OTHER CATEGORIES

- **DISABLED INDIVIDUAL** any person who:
 - has a physical or mental impairment that substantially limits one or more major life activity(ies)
 - has a record of such an impairment; or
 - is regarded as having such an impairment.
- **VIETNAM ERA VETERAN** a veteran who served at any time between and including January 1, 1963 and May 7, 1975.
- **GENDER** **Male** or **Female**

**FORM C
WORK FORCE EMPLOYMENT UTILIZATION**

Contract No.:	Reporting Entity: <input type="checkbox"/> Contractor <input type="checkbox"/> Subcontractor	Reporting Period: <input type="checkbox"/> January 1, 20__ - March 31, 20__ <input type="checkbox"/> April 1, 20__ - June 30, 20__ <input type="checkbox"/> July 1, 20__ - September 30, 20__ <input type="checkbox"/> October 1, 20__ - December 31, 20__
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Contractor's Name:	Report includes: <input type="checkbox"/> Work force to be utilized on this contract <input type="checkbox"/> Contractor/Subcontractor's total work force
Contractor's Address:	

Enter the total number of employees in each classification in each of the EEO-Job Categories identified.

EEO-Job Category	Work force by Gender		Work force by Race/Ethnic Identification						Disabled (M) (F)	Veteran (M) (F)
	Total Work force	Male (M)	Female (F)	White (M) (F)	Black (M) (F)	Hispanic (M) (F)	Asian (M) (F)	Native American (M) (F)		
Officials/Administrators										
Professionals										
Technicians										
Sales Workers										
Office/Clerical										
Craft Workers										
Laborers										
Service Workers										
Temporary /Apprentices										
Totals										

PREPARED BY (Signature):	TELEPHONE NO.:
	EMAIL ADDRESS:
NAME AND TITLE OF PREPARER (Print or Type): Submit completed form to: NYS Department of State Office of Affirmative Action Programs 99 Washington Ave, Ste. 1150 Albany, NY 12231	
DATE:	

General Instructions: The work force utilization (FORM C) is to be submitted on a quarterly basis during the life of the contract to report the actual work force utilized in the performance of the contract broken down by the specified categories. When the work force utilized in the performance of the contract can be separated out from the contractor's and/or subcontractor's total work force, the contractor and/or subcontractor shall submit a Utilization Report of the work force utilized on the contract. When the work force to be utilized on the contract cannot be separated out from the contractor's and/or subcontractor's total work force, information on the total work force shall be included in the Utilization Report. Utilization reports are to be completed for the quarters ended 3/31, 6/30, 9/30 and 12/31 and submitted to the MWBE Program Management Unit within 15 days of the end of each quarter. If there are no changes to the work force utilized on the contract during the reporting period, the contractor can submit a copy of the previously submitted report indicating no change with the date and reporting period updated.

Instructions for completing:

1. Enter the number of the contract that this report applies to along with the name and address of the Contractor preparing the report.
2. Check off the appropriate box to indicate if the entity completing the report is the contractor or a subcontractor.
3. Check off the box that corresponds to the reporting period for this report.
4. Check off the appropriate box to indicate if the work force being reported is just for the contract or the Contractor's total work force.
5. Enter the total work force by EEO job category.
6. Break down the total work force by gender and enter under the heading 'Work force by Gender'
7. Break down the total work force by race/ethnic background and enter under the heading 'Work force by Race/Ethnic Identification'. Contact the Office of Affirmative Action Programs at (518) 473-2507 if you have any questions.
8. Enter information on any disabled or veteran employees included in the work force under the appropriate heading.
9. Enter the name, title, phone number and email address for the person completing the form. Sign and date the form in the designated boxes.

RACE/ETHNIC IDENTIFICATION

Race/ethnic designations as used by the Equal Employment Opportunity Commission do not denote scientific definitions of anthropological origins. For the purposes of this report, an employee may be included in the group to which he or she appears to belong, identifies with, or is regarded in the community as belonging. However, no person should be counted in more than one race/ethnic group. The race/ethnic categories for this survey are:

- **WHITE** (Not of Hispanic origin) All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.
 - **BLACK** a person, not of Hispanic origin, who has origins in any of the black racial groups of the original peoples of Africa.
 - **HISPANIC** a person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.
 - **ASIAN & PACIFIC ISLANDER** a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.
 - **NATIVE INDIAN (NATIVE AMERICAN/ALASKAN)** a person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliation or community recognition. **NATIVE**
- OTHER CATEGORIES**
- **DISABLED INDIVIDUAL** any person who:
 - has a physical or mental impairment that substantially limits one or more major life activity(ies)
 - has a record of such an impairment; or
 - is regarded as having such an impairment.
 - **VIETNAM ERA VETERAN** a veteran who served at any time between and including January 1, 1963 and May 7, 1975.
 - **GENDER** **Male** or **Female**

FORM D M/WBE UTILIZATION PLAN

INSTRUCTIONS: This form must be submitted with any bid, proposal, or proposed negotiated contract or within a reasonable time thereafter, but prior to contract award. This Utilization Plan must contain a detailed description of the supplies and/or services to be provided by each certified Minority and Women-owned Business Enterprise (M/WBE) under the contract. Attach additional sheets if necessary.

Offeror's Name: _____
 Address: _____
 City, State, Zip Code: _____
 Telephone No.: _____
 Region/Location of Work: _____

Federal Identification No.: _____
 Project/Contract No.: _____

M/WBE Goals in the Contract: MBE 10% WBE 10%

1. Certified M/WBE Subcontractors/Suppliers Name, Address, Email Address, Telephone No.	2. Classification	3. Federal ID No.	4. Detailed Description of Work (Attach additional sheets, if necessary)	5. Dollar Value of Subcontracts/ Supplies/Services and intended performance dates of each component of the contract.
A.	NYS ESD CERTIFIED <input type="checkbox"/> MBE <input type="checkbox"/> WBE			
B.	NYS ESD CERTIFIED <input type="checkbox"/> MBE <input type="checkbox"/> WBE			

6. IF UNABLE TO FULLY MEET THE MBE AND WBE GOALS SET FORTH IN THE CONTRACT, OFFEROR MUST SUBMIT A REQUEST FOR WAIVER FORM C.

PREPARED BY (Signature): _____ DATE: _____	TELEPHONE NO.: _____ EMAIL ADDRESS: _____ FOR M/WBE USE ONLY	REVIEWED BY: _____ DATE: _____	UTILIZATION PLAN APPROVED: <input type="checkbox"/> YES <input type="checkbox"/> NO Date: _____ Project No. (if applicable): _____ Contract Award Date: _____ Estimated Date of Completion: _____ Amount Obligated Under the Contract: _____ Description of Work: _____ NOTICE OF DEFICIENCY ISSUED: <input type="checkbox"/> YES <input type="checkbox"/> NO Date: _____ NOTICE OF ACCEPTANCE ISSUED: <input type="checkbox"/> YES <input type="checkbox"/> NO Date: _____
---	--	-----------------------------------	---

NAME AND TITLE OF PREPARER (Print or Type):
 SUBMISSION OF THIS FORM CONSTITUTES THE OFFEROR'S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE M/WBE REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW, ARTICLE 15-A, 5 NYCRR PART 143, AND THE ABOVE-REFERENCED SOLICITATION. FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN A FINDING OF NONCOMPLIANCE AND POSSIBLE TERMINATION OF YOUR CONTRACT.

**FORM E
REQUEST FOR WAIVER**

INSTRUCTIONS: SEE PAGE 2 OF THIS ATTACHMENT FOR REQUIREMENTS AND DOCUMENT SUBMISSION INSTRUCTIONS.	
Offeror/Contractor Name:	Federal Identification No.:
Address:	Solicitation/Contract No.:
City, State, Zip Code:	M/WBE Goals: MBE 10% WBE 10%
By submitting this form and the required information, the offeror/contractor certifies that every Good Faith Effort has been taken to promote M/WBE participation pursuant to the M/WBE requirements set forth under the contract.	
Contractor is requesting a:	
1. <input type="checkbox"/> MBE Waiver – A waiver of the MBE Goal for this procurement is requested. <input type="checkbox"/> Total <input type="checkbox"/> Partial 2. <input type="checkbox"/> WBE Waiver – A waiver of the WBE Goal for this procurement is requested. <input type="checkbox"/> Total <input type="checkbox"/> Partial 3. <input type="checkbox"/> Waiver Pending ESD Certification – (Check here if subcontractors or suppliers of Contractor are not certified M/WBE, but an application for certification has been filed with Empire State Development.) Date of such filing with Empire State Development: _____	
PREPARED BY (Signature):	Date:
SUBMISSION OF THIS FORM CONSTITUTES THE OFFEROR/CONTRACTOR'S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE M/WBE REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW, ARTICLE 15-A AND 5 NYCRR PART 143. FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN A FINDING OF NONCOMPLIANCE AND/OR TERMINATION OF THE CONTRACT.	
Name and Title of Preparer (Printed or Typed):	Telephone Number:
Submit with the bid or proposal or if submitting after award submit to: New York State Department of State Office of Affirmative Action Programs 99 Washington Ave., Ste. 1150 Albany, New York 12231	Email Address:
***** FOR M/WBE USE ONLY *****	
REVIEWED BY:	DATE:
Waiver Granted: <input type="checkbox"/> YES <input type="checkbox"/> MBE: <input type="checkbox"/> <input type="checkbox"/> WBE: <input type="checkbox"/> <input type="checkbox"/> Total Waiver <input type="checkbox"/> Partial Waiver <input type="checkbox"/> ESD Certification Waiver <input type="checkbox"/> *Conditional <input type="checkbox"/> Notice of Deficiency Issued _____ *Comments:	

REQUIREMENTS AND DOCUMENT SUBMISSION INSTRUCTIONS

When completing the Request for Waiver Form please check all boxes that apply. To be considered, the Request for Waiver Form must be accompanied by documentation for items 1 – 11, as listed below. If box # 3 has been checked above, please see item 11. Copies of the following information and all relevant supporting documentation must be submitted along with the request:

1. A statement setting forth your basis for requesting a partial or total waiver.
2. The names of general circulation, trade association, and M/WBE-oriented publications in which you solicited certified M/WBEs for the purposes of complying with your participation goals.
3. A list identifying the date(s) that all solicitations for certified M/WBE participation were published in any of the above publications.
4. A list of all certified M/WBEs appearing in the NYS Directory of Certified Firms that were solicited for purposes of complying with your certified M/WBE participation levels.
5. Copies of notices, dates of contact, letters, and other correspondence as proof that solicitations were made in writing and copies of such solicitations, or a sample copy of the solicitation if an identical solicitation was made to all certified M/WBEs.
6. Provide copies of responses made by certified M/WBEs to your solicitations.
7. Provide a description of any contract documents, plans, or specifications made available to certified M/WBEs for purposes of soliciting their bids and the date and manner in which these documents were made available.
8. Provide documentation of any negotiations between you, the Offeror/Contractor, and the M/WBEs undertaken for purposes of complying with the certified M/WBE participation goals.
9. Provide any other information you deem relevant which may help us in evaluating your request for a waiver.
10. Provide the name, title, address, telephone number, and email address of offeror/contractor's representative authorized to discuss and negotiate this waiver request.
11. Copy of notice of application receipt issued by Empire State Development (ESD).

Note:

Unless a Total Waiver has been granted, Offeror/Contractor will be required to submit all reports and documents pursuant to the provisions set forth in the Contract, as deemed appropriate by DOS, to determine M/WBE compliance.

SUBMIT TO:

New York State Department of State
 Office of Affirmative Action Programs
 99 Washington Ave., Ste. 1150
 Albany, New York 12231

FORM F
MWBE Quarterly Report

NYS DOS Contract No. _____

The following information indicates the payment amounts made by the grantee/contractor to the NYS Certified M/WBE subcontractor on this project. The payments as shown made are in compliance with contract documents for the above referenced project.

Contractors Name and Address	Federal ID#	Goals/\$ Amt. MBE 10 % = _____ WBE 10 % = _____	() Telephone Number	
	Program	Work Location	Reporting Period: ____ 1 st Quarter (4/1-6/30) ____ 3 rd Quarter (10/1-12/31) ____ 2 nd Quarter (7/1-9/30) ____ 4 th Quarter (1/1-3/31)	
MWBE Subcontractor/Vendor	Description of Service/Product	Total Subcontractor Contract Amount	Payments this Quarter	
Name: FED ID#		MBE	WBE	Comments
Name: FED ID#				
Name: FED ID#				
Name: FED ID#				
Total				

Date _____ **Name** _____ **Title** _____ **Signature** _____

Failure to submit this form will result in non-compliance

Town of Riverhead: Peconic River/Route 25 EcoCorridor

Brownfield Opportunity Areas Program

The following components will result in a BOA Nomination.

Step 2: Nomination Work Plan

Project Description

Project Components

Component 1: Project Start-up

Component 2: Capacity and Partnership Building

Component 3: Community Participation and Techniques to Enlist Partners

Component 4: Draft Nomination Study

Component 5: Completion, Approval and Distribution of the draft Nomination

Component 6: Final Nomination and Advancing to Step 3

Component 7: NYS Environmental Quality Review

Component 8: Marketing

Component 9: Project Reporting

Project Management and Responsibilities

Budget Summary

NOMINATION WORK PLAN

Contractor: Town of Riverhead
Project Name: Peconic River/Route 25 EcoCorridor
Contract Number: C106006

DOWNTOWN RIVERHEAD – STEP 2

1. Project Description

The Town of Riverhead intends to complete a Nomination for an approximately 452 acre area characterized with eighteen potential brownfield sites that are located along the Peconic River and New York State Route 25 located in Downtown Riverhead and connecting to the terminus of the Long Island Expressway Interstate 495 and commonly referred to locally as the East Main Street and West Main Street neighborhoods.

The primary community revitalization objectives to be achieved by this project include: Planning assistance to continue implementation of projects envisioned by numerous planning documents such as the Town of Riverhead Comprehensive Plan, The East Main Street Urban Renewal Plan, the Downtown Revitalization Plan, the Peconic Estuary Comprehensive Conservation and Management Plan, the New York State Open Space Plan and the Town of Riverhead Priority Acquisition List for Open Space to create a revitalized downtown emphasizing and capitalizing on regional agro and eco-tourism, with unique cultural attractions, a bustling Main Street, and Arts District, an Historic District with protected historic buildings, as well as an expanded and improved waterfront.

Anticipated community benefits resulting from this project include a walkable hamlet center that serves as a center for community life and provides day to day shopping services for residents, as well as specialty shopping for tourists; a system of parks and greenways along the Peconic River that provide abundant recreational opportunities for all ages, economic, social groups and abilities; improved access to waterfront areas for recreational purposes, including the Peconic River and Great Peconic Bay.

The Nomination will provide an in-depth and thorough description and analysis of existing conditions, opportunities, and reuse potential for properties located in the proposed Brownfield Opportunity Area with an emphasis on the identification and reuse potential of strategic sites that are catalysts for revitalization. Key project objectives include:

- Identifying and providing a clear description and justification of a manageable study area and associated boundaries;
- Establishing a community participation process, including a clear description of a community vision and associated goals and objectives for the study area, and techniques to enlist partners;
- Completing a comprehensive land use assessment and analysis of existing conditions in the study area, including an economic and market trends analysis, to determine the range of realistic future uses and types of redevelopment projects to revitalize the study area;
- Identifying strategic sites that represent key redevelopment opportunities and are catalysts for revitalization;
- Based on the analysis, a description of key findings and recommendations for future uses and other actions for redevelopment and community revitalization; and,
- Providing a series of key recommendations to serve as the basis for the Implementation Strategy.

The area along the Peconic River that runs adjacent to New York State Route 25 from Tanger Outlets to Hubbard Avenue including the Riverhead East Main Street Urban Renewal Area and West Main Street Community Rivers is a priority of the Town of Riverhead Board and has been the focus of numerous plans and studies, capital improvement projects and substantial investment by the Town of Riverhead including planning documents such as the Town of Riverhead Comprehensive Plan, The East Main Street Urban Renewal Plan, the Downtown Revitalization Plan, the Peconic Estuary Comprehensive Conservation and Management Plan, the New York State Open Space Plan and the Town of Riverhead Priority Acquisition List for Open Space.

2. Project Attribution and Number of Copies

The contractor must ensure that all materials printed, constructed, and/or produced acknowledge the contributions of the NYS Department of State, Office of Coastal, Local Government and Community Sustainability to the project. The materials must include the following acknowledgment:

“This (document, report, map, etc.) was prepared for (insert grantee name) and the New York State Department of State with state funds provided through the Brownfield Opportunity Areas Program.”

In each of the following components and tasks, the NYS Department of State, Office of Coastal, Local Government and Community Sustainability is referred to as the "DOS" and the NYS Department of Environmental Conservation, Division of Environmental Remediation is referred to as "DEC".

The contractor shall ensure that all materials printed, constructed and/or produced with funding provided by the Brownfield Opportunity Areas Program form a unified and coherent report and include the components and products described in this work plan. Submission of pre-existing and stand alone data and reports are not acceptable as substitutes.

The contractor shall prepare, or cause to be prepared, the following project components, tasks, and associated products.

3. Project Components

Component 1: Project Start-up

Task 1.1: Initial Organization Meeting

The contractor and DOS shall conduct an initial meeting with key project participants. The DEC may attend this meeting. The purpose of the meeting is to discuss the scope of the project, SEQRA requirements, the type of services that are most appropriate, the subcontractor procurement process, and how the budget should be directed. In addition, the composition of a project advisory committee and other public participation techniques shall be discussed as well as any other information which would assist in project completion. A copy of the work plan and budget will be made available at the meeting. The contractor shall complete and distribute a meeting summary.

Product: Meeting summary prepared and distributed to meeting participants.

Task 1.2: Establishment of a Project Steering Committee

The contractor shall establish a steering committee to oversee the process in cooperation with the contractor and the subcontractor. If a steering committee was assembled for the preparation of the Pre-Nomination Study, the contractor may decide to use that same body or an alternative form to guide the preparation of the Nomination.

The committee shall be comprised of a range of interests that are representative of the community, and may include, but are not limited to: local municipal officials from the community in which the project is located; community-based organizations or not-for-profit organizations; regional planning entities or other regional groups; appropriate state and/or federal agencies; private or business interests; property owners; other non-governmental entities; environmental groups or organizations; other civic groups; area residents; and the public at large. To the extent necessary to achieve broad public participation, additional representatives may be identified in consultation with the DOS. The contractor shall complete and distribute a list of the steering committee members.

Product: List of steering committee members prepared and distributed.

Task 1.3: Solicitation of Consulting Services

A. Request for Proposals

The contractor shall draft a request for proposals (RFP), including a complete project description with site conditions, expected final results, and criteria for selecting a preferred proposal. The RFP shall be submitted to the DOS for review and approval prior to release for solicitation of proposals. After the DOS has reviewed and approved the request for proposals, the contractor may directly notify, through e-mail or regular mail, potentially qualified consultants of the request for proposals. In addition, if no RFQ was advertised, the contract shall also advertise the request for proposals in the NY State Contract Reporter, a regional newspaper, or an appropriate trade publication.

Product: An approved RFP sent to qualified subcontractors.

Task 1.4: Consultant Selection

In consultation with DOS, the contractor shall review all proposals received as a result of the RFP. Based on the reviews of the consultant proposals, the contractor shall organize and conduct interviews of the top-ranked candidate consultants. The DOS may participate in the interview process.

At a minimum, the following criteria are suggested for use in evaluating consultant responses:

- Quality and completeness of the response;
- Understanding of the proposed scope of work;
- Applicability of proposed alternatives or enhancements to information requested;
- Cost-effectiveness of the proposal;
- Qualifications and relevant experience with respect to the tasks to be performed;
- Reputation among previous clients; and,
- Ability to complete all project tasks within the allotted time and budget.

Incomplete proposals that do not address all of the requested components should not be accepted for review and consideration. The consultant selected is subject to approval by the DOS.

If the contractor is a municipality, the municipal attorney, chief legal officer, or financial administrator for the municipality (contractor) shall certify to the Department of State that the procedures of the municipality, established pursuant to General Municipal Law, Section 104-b, were fully complied with for all contracts for professional services. (See Attachment 4)

If the contractor is a community based organization, the chief legal officer or financial administrator for the community based organization (contractor) shall certify to the Department of State that alternative proposals and quotations for professional services were secured by use of written requests for proposals through a publicly advertised process to ensure the prudent and economical use of public funds for professional services of maximum quality at reasonable cost. (See Attachment 4)

Product: List of top-ranked candidates and letter from the contractor to DOS indicating the selected consultant, and appropriate certification.

Task 1.5: Subcontract Preparation and Execution

The contractor shall prepare a draft subcontract to conduct the work with the selected consultant. The contract shall contain a detailed work plan with adequate opportunity to review stages in completion of the study, a payment schedule (payments must be tied to receipt of acceptable products in the work plan), and a project cost.

The consultant must specify:

- The professionals from the firm that will be directly involved in the project;
- The composition of the entire team, including firm name and area of responsibility/expertise;
- The persons, including firm affiliation, that are assigned to undertake and complete specific tasks that are in the work plan;
- The contractor shall submit the draft subcontract to the DOS for review and approval. A copy of the final subcontract, incorporating DOS's comments on the draft, shall be provided to DOS.

Product: Executed subcontract.

Task 1.6: Project Scoping Session with the Selected Consultant

The contractor, the DOS and the consultant shall hold an initial meeting to review project and contract requirements, site conditions and to transfer any information to the consultant which would assist in completing the project. The DEC may, and is encouraged to, attend this meeting.

Topics shall include but are not limited to the following:

- project scope;
- study area boundary;
- community participation and visioning process;
- project goal and objectives;
- existing relevant information (maps, reports, etc.);
- access to information on past or current projects related to the NYS Brownfield Cleanup Program, the Environmental Restoration Program, the Volunteer Cleanup Program, Superfund, and petroleum spills, including DEC's on-line databases, GIS maps, site summary sheets on key projects, etc.;
- responsibilities of the participants (contractor, consultant, DOS and DEC);
- time frames and deadlines;
- SEQRA requirements; and,
- expected products.

The contractor shall prepare, or cause to be prepared, a brief meeting summary to clearly indicate the agreements/understandings reached at the meeting.

Product: Meeting summary prepared, with note of agreements/understandings reached, and distributed to scoping session participants.

Task 1.7: Project Outline

The contractor shall provide, or cause to be provided, to the DOS, a project outline that reflects the outcome of the project scoping meeting and guides the preparation of the Brownfield Opportunity Areas Program report. The DOS shall review the project outline and comment. The contractor shall revise, or cause to be revised, the project outline to reflect the comments made by the DOS.

Product: Approved project outline completed and distributed to scoping participants.

Component 2: Capacity Building and Training

Task 2.1: NYS Community Seminar Series

The contractor shall participate in training sessions provided by the Brownfield Opportunity Area Program. The contractor shall, in consultation with the DOS project manager, provide a list of appropriate training sessions to be attended throughout the course of the project.

The training program is designed to inform and educate grantees about community leadership, planning and development, brownfields and associated challenges and opportunities, community revitalization, remedial programs to clean-up brownfields, the tasks associated with each BOA program step and deliverables specified in the BOA contract work plan, and grant administrative and management. Specific objectives are to: enhance understanding of brownfields and community revitalization; enhance local capacity to administer and manage grants; ensure timely completion of planning and site assessment report products; and ensure effective implementation of BOA plans.

Training is available for up to three individuals per contract. Registration fees are waived for BOA grantees and travel costs associated with the Community Seminar Series are an eligible contract expense.

Product: List of training sessions that the grantee will attend. Attendance in, and completion of, available training.

Task 2.2: Interagency Workshops

The contractor may be requested to prepare for and participate in interagency workshops with appropriate local, county, state, and federal agencies. Interagency workshops/meetings may be conducted to: improve communication and understanding among the agencies about the contractor's community vision, and project objectives and needs; gain an improved understanding by the contractor of various government programs, services, and potential financing (grants and loans) that could be beneficial to advancing the contractor's plan; obtain support from government agencies for permitting, technical assistance, and financing; coordinate government agency actions; and foster the redevelopment process.

Product: Workshop participation and associated preparation.

Component 3: Community Participation and Techniques to Enlist Partners

Task 3.1: Community Participation Summary

The public outreach methods and techniques that will be used to ensure public participation throughout the course of preparing the Nomination.

Methods and techniques may include, but are not limited to:

- public informational or outreach meetings;
- visioning sessions;
- design charettes;
- workshops;
- discussion groups;
- surveys; and,
- public meetings and hearings.

Public participation should occur early and consistently in the process through visioning workshops, informational meetings, project presentations, and public education. The contractor shall provide DOS and DEC with a minimum of two (2) weeks' advanced notice of all public proceedings relative to the public participation process.

Public participation shall include, at a minimum:

- the use of a local steering committee to guide the plan's preparation;
- the preparation, update and maintenance of a community contact list that includes the names, addresses, telephone numbers, and e-mail addresses of individuals and organizations with a stake in the proposed action to be used on a regular basis to keep the contacts informed of progress on the plan;
- the initial kick-off meeting to explain the Brownfield Opportunity Area Program and the project's intent and scope, and to solicit initial public input to develop, refine, or confirm the community's vision for the study area, project goals and objectives, opportunities and constraints;
- the presentation/review of current conditions, and the review, revision or update of the vision statement and goals and objectives;
- the review of the economic and market trends analysis and an exploration of alternative approaches to redevelopment and revitalization; and,
- a public presentation and informational meeting on the draft Nomination that describes, and allows feedback on the vision for the study area, existing conditions, strategic sites, and the study area analysis, findings, and recommendations.

Public outreach should serve to inform the public about the project and serve as a means for the public to participate in forming the plan, thus ensuring community understanding and support. The public participation outline and summary description shall be subject to review and approval by the DOS.

Product: Approved outline and summary description of the community participation plan for the Nomination.

Task 3.2: Techniques to Enlist Partners

The techniques that will be used to identify and advise potential partners about the plan and to enlist their assistance. This task differs from the Community Participation task above as this task is designed to seek assistance from a variety of potential partners in formulating and implementing the plan. Partners may include but are not limited to: local, county, state or federal government agencies; property owners; private sector interests; not-for-profit organizations; academic institutions; and other stakeholders.

Consultation methods and techniques used to identify and inform project partners about the plan's status and progress, and to enlist their assistance in the process, including, but not limited to: written correspondence; phone contact; and meetings and workshops involving local, county, state or federal government agencies, property owners, private sector interests, not-for-profit organizations, and academic institutions. Consultation shall include, at a minimum, a presentation to partners on the Nomination (Sections 1- 3) that describes existing conditions, strategic sites, and the study area analysis, findings, and recommendations.

The purpose of this task is to:

- Improve communication and understanding about project objectives and needs;
- Gain information about the status of on-going remedial activities and the environmental condition of brownfield sites in the study area;
- Gain information about funding opportunities available from government programs and private-sector or not-for-profit organizations to facilitate clean-ups, foster appropriate redevelopment, rehabilitate existing infrastructure or provide new infrastructure;
- gain support from government agencies for permitting and financing; and,
- coordinate government agency and private-sector actions.

The techniques to enlist partners shall be subject to review and approval by DOS.

Product: Approved outline and summary description of the techniques to enlist partners for the Nomination.

Component 4: Draft Nomination

The contractor shall prepare the following tasks that comprise the draft Nomination (Sections 1 - 3).

The Nomination shall provide an in-depth and thorough description and analysis of the study area, including an economic and market trends analysis, for properties located in the proposed Brownfield Opportunity Area, with an emphasis on the identification and reuse potential of strategic sites that are catalysts for revitalization.

The contractor shall describe the following:

Task 4.1: Description of the Project and Boundary (to be presented as Section 1)

Lead Project Sponsors

The relationship and organizational structure between the sponsoring municipality and involved community-based organizations or the relationship and organizational structure between the sponsoring community-based organization and the municipality.

A. Project Overview and Description

The project, including: the relationship of the study area to the community and region; acreage in the study area; and the number and size of brownfield sites and other abandoned, vacant, or partially developed sites located in the proposed Brownfield Opportunity Area (BOA). The description shall include the area's potential in terms of opportunities for: new uses and businesses; creating new employment and generating additional revenues; new public amenities or recreational opportunities; and restoring environmental quality. The description shall include the relationship of the BOA to any existing comprehensive plans and/or economic development reports or strategies.

Map Requirements - The description shall include: a *Community Context Map* that shows the location and relationship of the community (in which the proposed Brownfield Opportunity Area is located) to the surrounding municipality, county and region; and a *Study Area Context Map* that shows the location of the proposed BOA in relation to the community and entire municipality.

B. Community Vision and Goals and Objectives

A vision statement and the specific goals and objectives to be achieved relative to community redevelopment and revitalization as shaped and expressed by the community. Goals and objectives may be expressed in terms of: opportunities for new development projects that are desired by the community and will fulfill community development needs; providing new housing opportunities; improving economic conditions; addressing environmental justice issues; providing new recreational opportunities; improving quality of life and environmental quality; or other goals and objectives relevant to the redevelopment of brownfields and the surrounding area.

Such goals and objectives shall, where practicable, reflect, to the degree appropriate, the principles of sustainable community development, including, but not limited to:

- strengthening and directing development towards existing communities centers;
- fostering distinctive, attractive communities with a strong sense of place;
- mixing land uses;
- taking advantage of compact building design;
- creating a range of housing opportunities and choices, including affordable housing;
- reusing historic buildings and preserving historic sites;
- preserving open space, farmland, natural beauty, and critical environmental areas;
- providing a variety of transportation choices (public transit, pedestrian, bicycle, etc.);
- creating walkable neighborhoods;

- using best management practices for stormwater management;
- making development decisions predictable, fair and cost effective; and,
- encouraging community and stakeholder collaboration in development decisions.

A description will also be provided that explains the relationship of the proposed project vision, goals, and objectives to any existing community vision, revitalization strategies, and or comprehensive plans.

C. Brownfield Opportunity Area Boundary Description and Justification

The proposed Brownfield Opportunity Area and a justification of the proposed boundary. The borders should follow recognizable natural or cultural resources such as, but not limited to: highways, local streets, rail lines, municipal jurisdictions or borders, or water bodies. The project study area should be between 50-500 acres.

The borders must be justified in terms of, land uses that affect or are affected by identified potential brownfields natural or cultural resources with a physical, social, visual or economic relationship to identified potential brownfields and areas necessary for the achievement of the expressed goals of the BOA.

Map Requirement - The description shall also include a *Brownfield Opportunity Area Boundary Map* that clearly shows and identifies the location and boundaries of the study area.

Product: A complete narrative Description of the Project and Boundary, and all required maps, as described in Task 4.1 above. This narrative and associated maps will be presented in the draft Nomination as Section 1.

SEQRA - Section 1 shall satisfy Generic Environmental Impact Statement content requirements by including a concise description of the proposed action, its purpose, public need and benefits, including social and economic considerations [6 NYCRR Section 617.9 (b)(5)(i)]. This description shall be included in the Project Overview and Description (item B. above).

Task 4.2: Community Participation Plan and Techniques to Enlist Partners (to be presented as Section 2)

A. Community Participation Plan

The community outreach methods and techniques that have been and will be used to ensure community and public participation throughout the course of preparing the Nomination, as outlined in Component 3.

B. Techniques to Enlist Partners

The meetings or workshops that have occurred, and will occur, at appropriate and key stages during the preparation of the Nomination, as outlined in Component 3.

Product: A complete narrative description of the Community Participation Plan and Techniques to Enlist Partners as described in Task 4.2 above. This narrative shall be presented in the draft Nomination as Section 2.

Task 4.3: Analysis of the Proposed Brownfield Opportunity Area (to be presented as Section 3)

A. Community and Regional Setting

A summary description and analysis of the contextual relationship of the proposed Brownfield Opportunity Area to the community, municipality and region that includes, but is not limited to: community size, population, and location in relation to the county and region; key demographic information and trends; housing trends and needs; the area's economic

history and current condition including income, dominant employment sectors, and unemployment figures; land use history and current status; transportation systems; infrastructure; and natural features. This summary may rely primarily upon existing reports and plans.

B. Inventory and Analysis

An inventory and analysis for the entire Brownfield Opportunity Area, including an in-depth and thorough description and analysis of existing conditions, opportunities, and reuse potential for properties located in the proposed Brownfield Opportunity Area, with an emphasis on the identification and reuse potential of strategic sites that are identified by the community as catalysts for revitalization.

The inventory and analysis must include the information needed to develop specific and realistic recommendations for the use of land and groundwater, and for recommended implementation projects, in the proposed Brownfield Opportunity Area.

The Brownfield Opportunity Area may be divided into logical sectors or subareas to organize, facilitate, and clearly present the inventory and analysis. The study area, sectors, or subareas must be described in terms such as: total acres; acres developed and vacant, including strategic sites for redevelopment; and percent of the total area or sector developed with specific land use types and percent of land area vacant. The inventory and analysis shall include, but not be limited to, a description of the following:

Existing Land Use and Zoning - A description and analysis of the existing land use pattern and zoning districts within the Brownfield Opportunity Area, including:

- location of study area as it relates to the community;
- total land area in acres and area of each sector or subarea in acres of the proposed Brownfield Opportunity Area;
- existing and adjacent land and water uses including, but not limited to, residential, retail, commercial, mixed use, water-dependent, industrial and manufacturing, publicly or privately owned vacant or underused sites, dedicated parks and dedicated open space, and institutional uses, and cultural uses;
- land area committed to each land use category;
- brownfield sites and all underused, abandoned, or vacant properties that are publicly and privately owned;
- known data about the environmental conditions of the properties in the area;
- existing zoning districts and other relevant local laws or development controls guiding land use including but not limited to historic districts; and,
- local, county, state or federal economic development designations or zones (such as Empire Zones, Environmental Zones, Urban Renewal Areas, Federal Enterprise Business Zones, Business Improvement Districts, Special Assessment Districts, etc.).

Map Requirements - The description and analysis of the existing land use pattern and zoning must include: an *Existing Land Use Map* that shows the pattern of existing land use; and an *Existing Zoning Map* that shows the location and type of zoning districts and economic designations or zones.

Brownfield, Abandoned, and Vacant Sites - A complete summary of relevant brownfield, abandoned, and vacant sites, including size and condition, current ground water conditions, and potential contamination issues based on: review of existing or historical records and reports, aerial or regular site photographs, and existing remedial investigations, studies and reports; field observations from locations adjacent to or near the site, or, if permission is granted, from being present on the site; interviews with people that are familiar with the land use history of the site; and/or any other known data about the environmental conditions of the properties in the proposed Brownfield Opportunity Area, as needed.

For each relevant brownfield and abandoned or vacant site, complete descriptive profiles (see Attachment C) shall be provided and shall include, but not be limited to:

- site name and location, including owner, site address, and size in acres;
- location on the *Underutilized Sites Location Map*;

- current use or status and zoning;
- existing infrastructure, utilities, and site access points;
- proximity to existing transportation networks;
- natural and cultural resources or features;
- adjacent uses;
- environmental and land use history, including previous owners and operators;
- known or suspected contaminants, and the media which are known or suspected to have been affected (soil, groundwater, surface water, sediment, soil gas) based on existing environmental reports and other available information; and,
- use potential (residential, commercial, industrial, recreational) including potential redevelopment opportunities.

A list of potential information sources is provided in Attachment B. A description of the information sources used to create the site profiles shall be included within this section of the Nomination report.

Strategic Sites - A description of the process and factors used to determine strategic sites for redevelopment. Factors that may be used to identify strategic sites can include but are not limited to: overall importance to the community and the revitalization effort; location; ownership and owner willingness; on-site structures; level of contamination; property size and capacity for redevelopment; potential to spur additional economic development or positive change in the community; potential to improve quality of life or to site new public amenities; community support for proposed projects for the site; adequacy of supporting or nearby infrastructure, utilities and transportation systems; and other factors as may be determined by the community.

Map Requirement - The description shall include a *Underutilized Sites Location Map* that clearly shows the location, borders and size of each brownfield site and other underutilized, abandoned or vacant sites that are privately or publically owned, with an identifying reference to the attached profiles. Strategic sites that have been identified through the planning process shall be shown on this map.

Land Ownership Pattern - A description and analysis of the private and public land ownership pattern including: land and acres held in public ownership (municipal, county, state, and federal); land held in private ownership; brownfields held in private or public ownership; and land committed to road/rights-of-way.

Map Requirement - The description shall include a *Land Ownership Map* that shows the primary public and private land ownership patterns.

Parks and Open Space - A description of all public (municipal, county, state, and federal) and privately owned lands that have been dedicated for or committed to parks or open space use.

Map Requirement - The description shall include a *Parks and Open Space Map* that shows lands that have been dedicated or committed for park or open space use.

Building Inventory - A description and analysis of key buildings in the area, including: building name, levels, gross square footage, original use, current use, condition, and ownership.

Map Requirement - The description shall include a *Building Inventory Map* that shows the location of key buildings.

Historic or Archeologically Significant Areas - A description and analysis of historic or archeologically areas, sites, districts, or structures that are of local, state or federal significance.

Map Requirement - The description shall include a *Historic or Archeologically Significant Areas Map* that shows resources of historic significance (may be shown as part of the Building Inventory Map).

Transportation Systems - A description and analysis of the types of transportation systems (vehicular, rail, subways, air, navigable waterways, esplanades) in the study area and the types of users (truck, car, bus, ferry, train, subway, recreational and commercial vessels, pedestrian, bicyclists, etc.).

-TOD Growth Plan to include the following elements shall be developed as a standalone technical appendix as well as included in the transportation systems and key recommendations and findings sections of the report as appropriate:

-Traffic Flow plan – work with County and State to coordinate traffic plan that calms traffic and provides safe pedestrian and bicycle environment.

-Public Transport Plan – work with County and State officials to coordinate and facilitate public transportation system that works in concert (i.e., develop Suffolk County Bus Route that allows LIRR passengers to access Main Street Corridor resources, cultural, art, educational institutions and businesses.

-Parking Plan – develop targeted growth/site acquisition plan for Parking District to acquire new lots, manage existing lots for maximum capacity, and provide for the parking needs of targeted businesses.

-Pedestrian Bike Plan – develop connections between existing routes for pedestrians and bicyclers to use state, county and town bike/pedestrian paths including facilitating bicycle facilities and exploring potential for bike share program.

Map Requirement - The description shall include a *Transportation Systems Map* that shows primary transportation networks and systems.

Infrastructure - A description and analysis of the area's infrastructure (water, sewer, stormwater, etc.) and utilities including location, extent, condition and capacity. This description and analysis will also include parking lots and garages.

Map Requirement - The description will include an *Infrastructure and Utilities Map* that shows the areas primary infrastructure.

Natural Resources and Environmental Features - A description and analysis of the area's natural resource base and environmental features and current conditions including, but not limited to: upland natural resources and open space; geologic, soil and topographic resources; surface waters and tributaries, groundwater resources and use; wetlands; flood plains; erosion hazard areas; fish and wildlife habitats; air quality maintenance areas; visual quality; agricultural lands; and locally, state, or federally designated resources.

Map Requirement - The description shall include a *Natural Resources and Environmental Features Map* that shows the location of primary natural resources and environmental features.

C. Economic and Market Trends Analysis

An economic conditions and market trends analysis that, when combined with the inventory and analysis, will sufficiently and thoroughly justify a range of realistic future land uses to occupy the study area and strategic sites that are targeted for redevelopment; as well as the future land uses that are economically viable, compatible, and appropriate for the area targeted for redevelopment.

The economic analysis shall include existing and projected socio-economic conditions within the municipality and the region, and consider the following: population; labor force and earnings; employment (public and private); transportation factors; land available for development; types of potential future land uses most appropriate for the study area; development impacts; and a description of benefits such as employment, impact on the area targeted for redevelopment,

municipal tax revenues, economic benefits from construction and subsequent business operations, and economic multipliers to the municipality and region from desired end land uses.

The economic and market trends analysis may consist of a macro (state and regional) and micro (neighborhood, street, block) analysis. If a macro analysis is conducted, the contractor shall consult with the NYS Empire State Development Corporation and the NYS Department of Labor and other sources identified below to obtain the most up to date and relevant information on macro-economic issues, such as national, state and regional business, labor and employment trends. The analysis shall include a micro-economic and real estate trends analysis that addresses issues and opportunities at the municipal, neighborhood and block levels relevant to the proposed Brownfield Opportunity Area.

Additional sources upon which the economic analysis will be prepared may include but not be limited to:

- telephone surveys and interviews with local business owners, chamber of commerce, appropriate civic groups, and municipal officials
- local, county, regional planning boards
- county or regional economic reports and assessments
- local or regional visitors and convention bureaus
- local, county, state, or metropolitan transportation bureaus or councils
- recreational and commercial boating organizations and reports
- maritime trade organizations and associations
- county assessor's office
- New York State Department of Labor, Division of Research and Statistics
- New York State Division of Equalization and Assessment
- New York State Department of Commerce
- American Planning Association
- U.S. Bureau of the Census
- U.S. Census Transportation Planning Package
- U.S. Census of Retail Trade
- U.S. Immigration and Naturalization Service
- U.S. Department of Commerce, Bureau of Economic Analysis; Metropolitan Statistical Area Projections; Patterns of Metropolitan Area and County Population Growth; RIMS-II economic multipliers for specific counties
- U.S. Army Corps of Engineers, Waterborne Commerce of the United States

Financing Demographics/market – Provide marketing/demographic analysis that targets growth areas and can be provided to interested businesses for relocating to Main Street Corridor

Historic District Financing – develop clear, user-friendly brochure for accessing Historic Tax incentives in Downtown Riverhead Historic District.

D. Key Findings and Recommendations

A thorough description and analysis of opportunities, and reuse potentials for properties located in the proposed Brownfield Opportunity Area. Emphasis is to be placed on the identification and reuse potential of strategic brownfield sites that may be catalysts for revitalization.

E. Summary Analysis, Findings, and Recommendations

A summary analysis and subsequent findings shall be prepared based on the more thorough analysis produced as a result of the tasks described above, including a review of existing comprehensive plans and/or economic development reports or strategies, and shall include, but is not limited to, the following:

- an analysis and findings based in part on the economic and market trends analysis, that provides an in-depth and thorough description of existing conditions, including an assessment and summary of existing land use and zoning;
- an analysis and findings of reuse and development opportunities and needs for properties located in the proposed Brownfield Opportunity Area, with an emphasis on the identification and description of reuse and redevelopment opportunities, for strategic sites that have been identified by the community as catalysts for revitalization;
- an identification of strategic brownfield sites that are potential candidates for site assessment;
- an analysis and findings that shall include anticipated end or future land uses including residential, commercial, industrial, recreational or cultural, and a clear comparison of proposed uses and necessary or desired zoning changes to existing land use and zoning;
- an analysis and findings regarding publicly controlled and other lands and buildings which are or could be made available for development or for public purposes;
- an analysis and findings regarding potential interim land uses for strategic brownfield sites that have been identified by the community as catalysts for revitalization;
- anticipated future use of groundwater; and,
- an analysis and findings of necessary infrastructure improvements and other public or private measures needed to stimulate investment, promote revitalization, and enhance community health and environmental conditions.

Providing a series of key recommendations to serve as the basis for the Implementation Strategy.

Product: A complete narrative of the Analysis of the Brownfield Opportunity Area, and all required maps and technical appendices as described in Task 4.3 above. This narrative and associated maps will be presented in the draft Nomination as Section 3.

SEQRA - Section 3 shall satisfy Generic Environmental Impact Statement content requirements by including a concise description of the environmental setting of the areas to be affected, sufficient to understand the impacts of the proposed action and alternatives [6 NYCRR Section 617.9 (b)(5)(ii)]. This description shall be included in the description of the Community and Regional Setting and Inventory and Analysis (items A. and B. above).

Task 4.4: Review of Strategic Brownfield Sites

Prior to completion of the summary analysis and findings, the contractor shall hold discussions with DEC and DOS regarding the identified strategic brownfield sites that may be candidates for site assessment funding. The recommended discussions will serve to aid in prioritizing the sites that may be eligible for Site Assessment funding or technical assistance under BOA, the State's remedial programs (i.e., Environmental Restoration Program, or Brownfield Cleanup Program), or other programs.

Product: List of candidate sites to be considered for Site Assessment funding.

Component 5: Completion and Distribution of the draft Nomination

Task 5.1: Draft Nomination and Executive Summary

The contractor shall prepare, or cause to be prepared, the initial draft Nomination and Executive Summary, reflecting the ideas and views expressed during the community participation process. The document shall include, if necessary, a revised vision statement, goals and objectives, and provide a description of development and community revitalization opportunities to address the identified goals and objectives.

The Executive Summary shall include, in no more than fifteen (15) pages, the following:

- Community and project overview and description, including the study area boundary;
- The community's vision for the area and major goals and objectives;

- Public participation process;
- Conditions in the study area and key natural resources;
- An economic niche or opportunities based in part on the economic and market trends;
- Strategic sites and associated redevelopment opportunities; and,
- Key findings and recommendations.

The draft document shall be submitted to DOS for review and comment. The contractor must submit five copies of the draft Nomination, including three paper copies and two electronic copies, consistent with Attachment A. No additional copies of the draft Nomination will be printed or distributed without the approval of the DOS.

Product: Draft Nomination.

Task 5.2: Draft Nomination and Executive Summary

The contractor shall prepare, or cause to be prepared, a draft Nomination and Executive Summary, reflecting the comments received by the grant recipient and the DOS.

Product: Draft Nomination and Executive Summary.

Task 5.3: Print and Distribute Interagency Briefing Package

Upon review and acceptance of the draft Nomination, the contractor shall provide, or cause to be provided, a briefing package for use in an interagency meeting that may include representatives from local, State, and federal agencies. Such package shall be designed to prepare meeting participants for an interagency meeting to advance implementation of the BOA Plan.

To facilitate review by multiple agencies, the project summary will follow the format and content provided, and shall include, but is not limited to:

- Community Context, including a brief history of the community's development and a description of current conditions;
- Project Description, a description of the study area in terms of size and character, number of brownfields, and specific issues being addressed;
- Key Redevelopment Objectives, described in terms of redevelopment, community revitalization, job creation, public infrastructure, amenities, and natural resource protection or enhancement, as appropriate; and,
- Revitalization Needs, a list of specific revitalization needs to advance redevelopment on strategic sites and area-wide revitalization including but not limited to: assistance to foster redevelopment to provide housing, retail, mixed use, industrial, recreational, or cultural uses and supporting infrastructure; site assessment and environmental remediation; publicly controlled and other lands and buildings which are, or could be, made available for development or for public purposes; public or private measures needed to stimulate investment, promote revitalization, and enhance community health and environmental conditions. The summary may be derived from, or serve as, the Executive Summary for the Nomination.

The contractor shall submit to the DOS up to five (5) paper copies, and no fewer than 50 and no more than 100 electronic copies of the package. The exact number of copies required shall be determined by the DOS in consultation with the contractor. Paper copies and electronic copies shall be submitted consistent with Attachment A. All entities shall have 30 days to review the package prior to scheduling any discussion.

Product: Briefing Package distributed for review by local, state, and federal agencies, and relevant private entities.

Task 5.4: Interagency Roundtable

Upon review, the contractor and the DOS may convene a roundtable discussion of program opportunities for implementation of the BOA. Such discussion will serve as a basis for developing a realistic implementation strategy in Step 3 of the BOA planning process.

Product: Report summarizing points of agreement regarding necessary actions for the successful implementation of the BOA Plan.

Component 6: Final Nomination and Advancing to BOA Program Step 3

Task 6.1: Preparation of Final Nomination

Based on comments received during the review period, the contractor shall prepare, or cause to be prepared, a final Nomination. The final Nomination shall be submitted, along with a "redline/strikeout" version for comparison purposes, to DOS for review and comment, consistent with Attachment A. No additional copies of the Nomination will be printed or distributed without approval by the DOS.

Product: Final Nomination

Task 6.2: Application for Project Advancement

Upon completion of all tasks and receipt of acceptable report products, the contractor may submit an application to complete an Implementation Strategy for the Brownfield Opportunity Area and, as appropriate, an Application for Site Assessment. If site assessment funding is sought, the contractor shall complete, or cause to be completed, a Site Assessment Form for each strategic brownfield site. Conceptual approval is recommended on the strategic brownfield sites selected prior to completing the form(s). A completed Site Assessment Form should be included (one for each strategic brownfield site that site assessment funding is being sought for) with the application to advance to Step 3.

Product: Completed application to continue work under the Brownfield Opportunity Area Program and Site Assessment Form completed for each strategic brownfield.

Component 7: NYS Environmental Quality Review

Task 7.1: Environmental Assessment Form

As early in the process as practicable, but no later than completion of the Summary Analysis in the Nomination, the contractor shall complete Part 1 of the full Environmental Assessment Form (EAF). If the contractor is not a municipality, the contractor shall submit Part 1 of the full EAF to the appropriate municipality.

Product: Completed Part 1 of the full Environmental Assessment Form.

Task 7.2: Lead Agency

The municipality shall circulate the completed Part 1 of the full EAF and request lead agency status under the State Environmental Quality Review Act (SEQRA). With regard to SEQRA, the municipality and DOS are involved agencies, since the Brownfield Opportunity Area will be designated by the New York State Secretary of State, and may be locally adopted. The DEC is a potential involved agency since Site Assessments undertaken through the Brownfield Opportunity Areas Program will be funded and administered by the DEC.

Product: Completed Environmental Assessment Form and letter requesting lead agency status.

Task 7.3: Determine Significance

Within twenty (20) days of designation of lead agency, or within twenty (20) days of receipt of sufficient information, the lead agency shall make a Determination of Significance. If determined by the Lead Agency that the proposed BOA will have a significant adverse environmental impact, a Positive Declaration must be prepared and a Generic Environmental Impact Statement will be required **OR** if determined by the Lead Agency that the proposed BOA will not have a significant adverse environmental impact, a Negative Declaration must be prepared. If a Negative Declaration is prepared and filed, then a Draft Generic Environmental Impact Statement will not be necessary.

Product: State Environmental Quality Review Act Determination of Significance filed.

Task 7.4: Scoping Session

If a positive determination is made, the lead agency shall initiate a scoping session by providing a draft scope to all involved agencies, and, based on comments received during the scoping session, shall, within sixty (60) days of the scoping session, provide a final scope of issues to be addressed in the draft GEIS.

Product: Written scope of issues to be addressed in the draft GEIS.

Component 8: Marketing

Task 8.1: Marketing Strategy

Develop a marketing and branding strategy to reposition Main Street corridor/Downtown Riverhead as central point for the East End Region of Long Island. Develop Action plan for enhancing Main Street corridor assets, resources, institutions, businesses and connectivity. Develop tools for promotion such as brochures of historic, environmental, business, educational, artistic resources.

Product: A Comprehensive marketing strategy and action plan. Mock-ups of web-based and collateral marketing and promotional materials to assist in the attraction of identified business types and area residents and visitors

Task 8.2: Centralized Web-hub

As an implementing mechanism for the marketing strategy, a centralized web-hub shall be developed to provide a dedicated website (or portion of existing) to highlight the assets of the corridor and downtown businesses, cultural resources, walking maps, transportation hub resources and “to do” as jump off point for East End

Product: A website to serve as a focal point of business and cultural and recreational assets of downtown Riverhead as well as highlight emerging opportunities and improvements and inform the public of revitalization progress..

Component 9: Project Reporting

Task 9.1: Project Summary

The contractor shall draft a brief, one- or two-page summary of the project to be used in presentations to various stakeholders. The project summary shall follow the format and content provided by the DOS to be consistent with other such summaries produced by other participating communities, and shall include:

The contractor shall draft a brief, one- or two-page summary of the revitalization strategy to be used in presentations to various stakeholders. The project summary shall follow the format and content provided by the DOS to be consistent with other such summaries produced by other participating communities, and shall include:

Community Context and Project Description -- a one- to three-paragraph description, including a brief history of the community's development and a description of current conditions, the size and character of the study area, primary redevelopment objectives and specific issues being addressed in terms of redevelopment, community revitalization, job creation, public infrastructure, amenities, and natural resources protection or enhancement;

Accomplishments – a description of significant projects undertaken to advance implementation of the revitalization strategy, and associated public and private investments;

Next Steps: a list of activities to advance the development and/or implementation of the BOA revitalization strategy including, but not limited to: housing, retail, mixed use, industrial, recreational, cultural, infrastructure, public amenities.

Product: Completed project summary in a format provided by the DOS.

Task 9.2: Semi-annual Reports

The contractor shall submit to the DOS semi-annual reports on the form provided and will include the extent of work accomplished, any problems encountered, and any assistance needed. If a payment request is submitted, the semi-annual report may be submitted as part of the payment request.

Product: Semi-annual reports during the life of the contract.

Task 9.3: Progress Report on Actions Taken to Advance Redevelopment and Revitalization

In order to gauge the impact of the BOA project on revitalization efforts, grantee shall complete a progress report (Attachment 5) at or near the completion of the Nomination. This report will describe significant projects undertaken to advance the implementation of the BOA Plan, and document the associated public and private investments to advance or achieve BOA Plan goals, objectives and recommendations.

Projects and associated investments may consist of a range of site specific redevelopment activities, infrastructure improvements, new/enhanced public amenities or natural resource restoration or enhancements. All public and private funds used for such activities should be identified and described as outlined in the report form instructions.

Product: Progress Report

Project Management and Responsibilities

The Contractor:

- will be responsible for conducting all project work in conformance with the Work Plan referenced in the executed contract with the DOS.
- will be responsible for all project activities including drafting request for proposals and managing subcontracts with consultants and subconsultants.
- will certify to the DOS that the procurement for project consultants and subcontractors was achieved through a competitive process.
- will receive approval from the DOS for any and all consultant subcontracts before beginning project work.
- will be responsible for submission of all products and payment requests.
- will be responsible for coordinating participation and soliciting comments from local government personnel, project volunteers, and the public.
- will keep the DOS and DEC informed of all important meetings for the duration of this contract.
- will ensure that all products prepared as a part of this work plan shall include the NYS Comptroller's Contract #.
- will ensure the project objectives are being achieved.
- will ensure that comments received from the DOS, other agencies, and the project steering committee, or other advisory group, are satisfactorily responded to and reflected in subsequent work.
- will recognize that payments made to consultants or subcontractors covering work carried out or products produced prior to receiving approval from the DOS and will not be reimbursed unless and until the DOS finds the work or products to be acceptable.
- will participate, if requested by DOS, in a training session or sessions focused on developing and implementing revitalization strategies.

The Department of State:

- will review and approve or disapprove of subcontracts between the Contractor and consultant(s) and any other subcontractor(s).
- will participate in initial project scoping and attend meetings that are important to the project.
- will review all draft and final products and provide comments as necessary to meet project objectives.

4. Schedule

Task Description													Expected Products	
	Mo 1-2	Mo 3-4	Mo 5-6	Mo 7-8	Mo 9-10	Mo 11-12	Mo 13-14	Mo 15-16	Mo 17-18	Mo 19-20	Mo 21-22	Mo 23-24		
Component 1: Project Start-up														
Task 1.1: Initial Organizational Meeting														Meeting summary prepared and distributed.
Task 1.2: Establishment of Steering Committee														List of steering committee members prepared.
Task 1.3: Solicitation of Consultant Services														
A. Request for Qualifications														Approved RFQ released and issued appropriately.
B. Review Subcontractor Responses														List of qualified subcontractors prepared.
C. Request for Proposals														Approved RFP sent to qualified subcontractors.
Task 1.4: Subcontractor Selection														Selected subcontractor and certification.
Task 1.5: Subcontract Preparation and Execution														Executed subcontract.
Task 1.6: Project Scoping with Consultant														Meeting summary prepared.
Task 1.7: Project Outline														Approved project outline completed.
Component 2: Capacity Building and Training														
Task 2.1: Training														Attendance in, and completion of, training, as available.
Task 2.2: Interagency Workshops														Workshop participation and preparation.
Component 3: Community Participation														
Task 3.1: Community Participation Summary														Approved outline and summary description of the community participation and visioning plan.
Task 3.2: Techniques to Enlist Partners														Approved techniques to enlist partners.
Component 4: Draft Nomination														
Task 4.1: Description of Project and Boundary														Complete description of project and boundary
Task 4.2: Community Participation and Partners														Community Participation and Partners
Task 4.3: Analysis of Proposed BOA														Complete Analysis of the BOA and maps.

Task 4.4: Review of Strategic Brownfield Sites						List of candidate sites for Site Assessments.
Component 5: Completion and Distribution						
Task 5.1: Initial Draft Nomination						Initial Draft Nomination and Executive Summary
Task 5.2: Draft Nomination and Exec. Summary						Draft Nomination and Executive Summary
Task 5.3: Interagency Briefing Package						Briefing Package distributed for review.
Task 5.4: Interagency Roundtable						Letter summarizing agreement on necessary actions.
Component 6: Final Nomination						
Task 6.1: Preparation of Final Nomination						Final Nomination.
Task 6.2: Advancement and Interim Designation						Completed application for project advancement.
Task 6.3: Site Assessment Information Forms						Site Information Form for each strategic site.
Component 7: SEQR						
Task 7.1: Environmental Assessment Form						Completed Part 1 of the Full EAF
Task 7.2: Lead Agency						Full EAF, letter requesting Lead Agency status.
Task 7.3: Determination of Significance						SEQR documents, Determination of Significance.
Task 7.4: Scoping Session						Written scope of issues to be addressed.
Component 8: Marketing						
Task 8.1 Marketing Strategy						Marketing Strategy
Task 8.2 Centralized Web Hub						Completed Web Hub
Component 9: Project Reporting						
Semi-annual Reports						Completed semi-annual reports.

Attachment A

DOCUMENT STYLE REQUIREMENTS

Format for Print Copies:

Organization and format requirements for report products generated as a result of the Brownfield Opportunity Areas Program are as follows:

Cover: A report cover that includes:

- Title (name of the program step and name of the proposed Brownfield Opportunity Area) must also be displayed along the spine of the binder.
- Name of the municipality (city, town, or village and county) or municipalities that the proposed Brownfield Opportunity Area is located in.
- Name of the entity submitting the study (municipality, community based organization, or both).
- The following attribution: *"This (document, report, map, etc.) was prepared for (insert grantee name) and the New York State Department of State with state funds provided through the Brownfield Opportunity Areas Program."*
- Month and year the report was prepared.
- May include the following acknowledgement: *"This (document, report, map, etc.) was prepared with the assistance of (subcontractor's name[s])"*.

Contents: A table of contents must be provided and be consistent with the description of content requirements in the work plan. The table of contents must also include a list of maps, tables, and appendices.

Sections: The report must include the sections described in the work plan. Each section must have a section cover page that states the section's title.

Pages: The narrative must be printed in an 11- or 12-point, Times New Roman, single space, on 8" x 11" paper with 1" margins using both sides and containing subject headings. Subject headings must be consistent with the content requirements in the work plan.

Pages must include footers that include the section name and page number. Page numbers must be numbered consecutively (i.e., 1, 2, 3, 4, 5, ...).

Limits: Draft and final reports submitted to the Department of State shall not exceed 150 pages, exclusive of the Executive Summary and appendices. Executive Summaries shall not exceed 15 pages. Appendices shall not exceed 150 pages.

Maps: Maps must be 8 ½" x 11", 8 ½" x 14" or 11" x 17" and be included in the body of the study. Maps that are 8 ½" x 14" or 11" x 17" must be folded down to an 8 ½" x 11" size. Maps that exceed the 11" x 17" size must be placed in a map pocket located at the end of the report. Rolled maps are not acceptable.

Binding: Documents must be bound in standard three-ring binders with a maximum ring size of 2 inches.

Languages: Where a proposed Brownfield Opportunity Area consists of a significant non-English speaking population, the grantee may translate documents and other materials into the language(s) representative of the community.

Format for Electronic Copies:

Compact computer disks, digital video disks, or USP Memory Sticks containing the document must conform to the following:

- The document must be delivered on a standard CD which is CD-R type, a standard DVD, or a USP Memory Stick.
- Each disk should contain a single Adobe® Acrobat® Portable Document Format (PDF) file, and a MS Word or WordPerfect file.
- The PDF document should use 300 dpi scanning resolution.
- The PDF document must have an appropriate identifying short file name.
- The document must be contained in one file; that is, all appendices, volumes, plans, drawings, etc., must be together.
- All documents must be searchable.

Attachment B

Information Sources for Descriptive Profiles

A search of existing materials for descriptive profiles should include, but not be limited to, the following sources:

Interviews

People knowledgeable about the site and previous uses

- Local municipal staff
- NYSDEC staff
- Current and former owners
- Current or former employees
- People living nearby
- Community leaders

Records Review

Federal

- Federal National Priorities site list
- Comprehensive Environmental Response Compensation/Liability Information System list
- Comprehensive Environmental Response Compensation/Liability Information System no further remedial action planned list
- Resource Conservation and Recovery Act - Treatment, Storage and Disposal Facilities list
- Resource Conservation and Act - Corrective Action facilities list
- Resource Conservation and Recovery Act - generators list
- Emergency Response Notification System list

State

- NYS DEC on-line Environmental Remediation databases (Remedial, Brownfield Cleanup Program, Environmental Restoration Program, Volunteer Cleanup Program, Spills)
- NYS Solid Waste Landfills
- NYS Registered Storage Tanks
- NYS Chemical Bulk Storage, Petroleum Bulk Storage, and Major Oil Storage Facilities

County and Local

- Property tax files
- Title records
- Site specific studies, reports
- Environmental Impact Statements
- Department of Health
- Fire Department

Private/Public

- Hazardous waste site information and environmental data

Aerial Photographs, Maps and Historical Newspapers

- United States Geological Survey (USGS) Topographic Map
- USGS Groundwater Maps
- USGS Bedrock Geology Maps
- USGS Surficial Geology Maps
- Soil Conservation Service Soil Maps
- NYS DOT aerial photographs
- Sanborn Fire Insurance Co. Maps
- Other private maps aerial photographs
- Historical newspaper databases
- Libraries and historical societies
- Local newspaper archives

Site Reconnaissance

- On-site
- From public right-of-ways and/or properties adjacent to the site

Attachment C

**Nomination Study
Descriptive Profile of Brownfield and Underutilized Properties - Page 1**

Assessment of Overall Importance and Ranking:

- High
- Medium
- Low

Tax Map Information (section, block and lot number(s)):

Name:

Address:

Owner:

Municipality:

Publically Owned: *(yes or no)*

Foreclosure List: *(yes or no)*

Size: *(acres)*

Existing Buildings: *(number and general condition)*

Condition: *(good, fair, poor)*

Zoning:

Zone and/or District Status: *(Check all that apply)*

- | | | | |
|-----------------------------------|--------------------------|-----------------------------------|--------------------------|
| NYS Empire Zone: | <input type="checkbox"/> | Business Improvement District: | <input type="checkbox"/> |
| NYS Environmental Zone: | <input type="checkbox"/> | Special Assessment District: | <input type="checkbox"/> |
| Urban Renewal Area: | <input type="checkbox"/> | Historic District | <input type="checkbox"/> |
| Federal Enterprise Business Zone: | <input type="checkbox"/> | Archeologically Significant Area: | <input type="checkbox"/> |
| Other _____ | <input type="checkbox"/> | | |

Utilities: *(check all that apply)*

- | | | | |
|------------------|--------------------------|---------------------|--------------------------|
| Municipal Water | <input type="checkbox"/> | Electrical Service: | <input type="checkbox"/> |
| Municipal Sewer: | <input type="checkbox"/> | Telecom. Service: | <input type="checkbox"/> |
| Natural Gas: | <input type="checkbox"/> | | |

Access:

- | | | | |
|-----------------------|-------|------------------|-------|
| Closest Highway: | _____ | Access Road: | _____ |
| Miles to Highway: | _____ | Rail Service: | _____ |
| Closest Interstate: | _____ | Closest Airport: | _____ |
| Miles to Interchange: | _____ | | |

Site Status: *(Describe the site's current condition in terms of use and operational status, i.e. vacant, abandoned, partially developed, partially used.)*

Property Description: *(Describe physical characteristics of the property, buildings, and natural features based on field observations and/or aerial photographs.)*

Attachment C

Nomination Study

Descriptive Profile of Brownfield and Underutilized Properties - Page 2

Description of Adjacent Land Uses: *(Describe existing adjacent land uses.)*

Use and Environmental History: *(Based on existing available information, describe the site's operational history, potential contamination issues, and ground water conditions.)*

Status of Remedial Investigation: *(Describe type and status of investigation undertaken and whether or not a remediation strategy has been defined.)*

Use Potential and Redevelopment Opportunities: *(Describe the type of future use and redevelopment most appropriate for the site.)*

Ranking Explanation: *(Assessment of overall importance and ranking.)*

*Location on Map
(if available)*

*Digital Photo of Property
(if available)*

APPENDIX E

CHARITIES AND CHARITABLE TRUSTS

Most not-for-profit organizations (including corporations and charitable trusts) are required to file annual financial reports with the Attorney General. This requirement is found in Article 7-A of the Executive Law and Article 8 of the Estates, Powers and Trusts Law (EPTL). Specifically, Section 8-1.4 of the EPTL states:

(a) For the purposes of this section, "trustee" means (1) any individual, group of individuals, corporation or other legal entity holding and administering property for charitable purposes, whether pursuant to any will, other instrument or agreement, court appointment, or otherwise pursuant to law, over which the attorney general has enforcement or supervisory powers, (2) any non-profit corporation organized under the laws of this state for charitable purposes, and (3) any non-profit foreign corporation organized for charitable purposes, doing business or holding property in this state. Neither a foreign corporation nor a trustee acting under the will of, or any agreement executed by, a non-resident of this state shall become subject to the provisions of this section merely by reason of maintaining a bank, custody, investment or similar account in this state.

(s) A trustee shall not be qualified to make application for funds or grants or to receive such funds from any department or agency of the state without certifying compliance with paragraphs (d), (f), and (g) of this section and all applicable registration and reporting requirements of Article 7-A of the Executive Law.

In addition, please note that the new Charities Registration number is a 6-digit number with a hyphen after the second and fourth digits.

Pages E-1 and E-2 contain the inclusive listing of exemptions to the registration and reporting requirements of each article of law cited above.

If the Contractor qualifies for exemption from either article of law, place the complete number, i.e., 2(b), of the exemption in the respective section of Box 6 on the Contract Face Page.

Any questions regarding the statutory requirements or applicability to your organization should be directed to:

Office of the Attorney General
Charities Registration Bureau
120 Broadway
New York, New York 10271
212-416-8400 / 212-416-8401

APPENDIX E-1

EXECUTIVE LAW ARTICLE 7-A CHARITIES REGISTRATION EXEMPTION LISTING

1. This article shall not apply to corporations organized under the religious corporations law, and other religious agencies and organizations, and charities, agencies, and organizations operated, supervised, or controlled by or in connection with a religious organization.
2. The following persons shall not be required to register with the attorney general:
 - (a) An educational institution confining its solicitation of contributions to its student body, alumni, faculty and trustees, and their families.
 - (b) Fraternal, patriotic, social, alumni, law enforcement support organizations and historical societies chartered by the New York state board of regents when solicitation of contributions is confined to their membership.
 - (c) Persons requesting any contributions for the relief of any individual, specified by name at the time of solicitation, if all of the contributions collected, without any deductions whatsoever, are paid to or for the benefit of the named beneficiary.
 - (d) Any charitable organization which does not intend to solicit and receive and does not actually receive contributions in excess of twenty-five thousand dollars during a fiscal year of such organization, provided none of its fund raising functions are carried on by professional fund raisers or commercial co-venturers. However, if the gross contributions received by such charitable organization during any fiscal year of such organization shall be in excess of twenty-five thousand dollars, it shall within thirty days after the date it shall have received total contributions in excess of twenty-five thousand dollars register with the secretary as required by section one hundred seventy-two of this article.
 - (e) Any charitable organization receiving an allocation from a federated fund, incorporated community appeal or a united way, provided such fund, appeal or united way is complying with the provisions of this article relating to registration and filing of annual reports with the secretary, and provided such organization does not actually receive, in addition to such allocation, contributions in excess of twenty-five thousand dollars during the fiscal year, and provided further that all the fund-raising functions of such organizations are carried on by persons who are unpaid for such services. However, if the gross contributions other than such allocation received by such charitable organization during any fiscal year of such organization shall be in excess of twenty-five thousand dollars, it shall within thirty days after the date it shall have received such contributions in excess of twenty-five thousand dollars register with the secretary as required by section one hundred seventy-two of this article.
 - (f) A local post, camp, chapter or similarly designated element, or a county unit of such elements, of a bona fide veterans' organization which issues charters to such local elements throughout this state, a bona fide organization of volunteer firemen, an organization providing volunteer ambulance service (as defined in section three thousand one of the public health law) or a bona fide auxiliary or affiliate of such organizations, provided all its fund-raising activities are carried on by members of such an organization or an affiliate thereof and such members receive no compensation, directly or indirectly, thereof.
 - (g) An educational institution which files annual financial reports with the regents of the university of the state of New York as required by the education law or with an agency having similar jurisdiction in another state or library which files annual financial reports as required by the state education department.
 - (h) A charitable organization which receives all or substantially all of its funds from a single governmental agency and reports annually to that agency provided such reports contain financial information substantially similar in content to that required by subdivision one of section one hundred seventy-two-b of this article; provided, however, that such organization may receive no more than twenty-five thousand dollars from sources other than the government agency to which it reports.
 - (i) Any police department, sheriff's department or other governmental law enforcement agency.
 - (j) The state parent teachers association and any parent teachers association affiliated with an educational institution that is subject to the jurisdiction of the state education department.
3. In addition to the statutory exemptions, the following are also exempt:
 - (a) Any Municipality.
 - (b) Fire Districts, School Districts, and Water Districts.

APPENDIX E-2

**ESTATES, POWERS AND TRUSTS LAWS
ARTICLE 8, SECTION 8-1.4(b)**

CHARITABLE TRUSTS REPORTING EXEMPTION LISTING

The registration and reporting provisions of this section do not apply to:

1. Contractor is not a Trustee as defined in Section 8-1.4(a) set forth in Appendix E.
2. Government entity
3. Entity required by law to complete an annual report to either the United States Congress or the New York State Legislature;
4. Religious organizations;
5. Educational institution incorporated under the Education Law or by special act;
6. Hospital;
7. Fraternal, patriotic, social, student, alumni, veterans, volunteer firefighters, volunteer ambulance workers' organization or historical society chartered by the New York State Board of Regents;
8. Trust or estate for which there is a corporate trustee acting as sole trustee or co-trustee under the will of a decedent who died domiciled outside New York or a trust instrument executed by a nonresident of New York State;
9. Trust or estate in which the charitable interest is delayed or contingent;
10. Officer, director or trustee of an organization exempt from registration who holds property for the religious, educational or charitable purposes of the organization;
11. Cemetery corporation subject to the provisions of Article 15 of the Not-for-Profit Corporation Law;
12. The state parent teachers association ("PTA") and any parent teachers association affiliated with an educational institutional that is subject to the jurisdiction of the State Education Department; and
13. Any corporation organized under Article 43 of the Insurance Law.

APPENDIX F

NOTICES

1. All notices permitted or required hereunder shall be in writing and shall be transmitted either:
 - (a) via certified or registered United States mail, return receipt requested;
 - (b) by facsimile transmission;
 - (c) by personal delivery;
 - (d) by expedited delivery service; or
 - (e) by e-mail.

Such notices shall be addressed as follows or to such different addresses as the parties may from time-to-time designate:

State of New York Department of State

Name: Laurissa Parent
Title: Secretary 1
Address: 99 Washington Avenue, Suite 1010
Albany, NY 12231
Telephone Number: 518-486-9540
Facsimile Number: 518-473-2464
E-Mail Address: laurissa.parent@dos.state.ny.us

Town of Riverhead

Name: Sean Walter
Title: Supervisor
Address: 200 Howell Avenue
Riverhead, NY 11901
Telephone Number: 631-727-3200 x 655
Facsimile Number: 631-727-5772
E-Mail Address: lewis@riverheadli.com

2. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.
3. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

APPENDIX X

MODIFICATION AGREEMENT FORM

Agency Code: 3800000/DOS01
Contract Period: _____ to _____

Contract Number: C106006
Funding for Period: \$0.00

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 in Albany, New York (hereinafter referred to as the STATE), and Town of Riverhead (hereinafter referred to as the CONTRACTOR), for modification of the contract number noted above, as amended herein and noted below.

Type of contract modification:

- Renewal: Revised total contract value: \$ _____ (renewals only)
No cost time extension
Amendment: _____
Attached Appendices: _____

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

NYS DEPARTMENT OF STATE

By: _____
(print name)

By: _____
(print name)

Title: _____

Title: _____

Date: _____

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."

State of New York)
County of _____)ss:

On this _____ day of _____, in the year 20_____, before me personally appeared _____, to me known and known to me to be the person who is the _____ of _____, the organization described in and which executed the above instrument; and that he/she has the authority to sign on behalf of said organization; and that he/she executed the foregoing agreement for and on behalf of said organization.

NOTARY PUBLIC

ATTORNEY GENERAL'S SIGNATURE:

STATE COMPTROLLER'S SIGNATURE:

By: _____

By: _____

Date: _____

Date: _____

CONTRACT ADMINISTRATION UPDATE FORM

Please update/specify information for up to (3) people to receive contract related correspondence from DOS. Ideally we would want to see the CEO, grant administrator, and project manager listed on this form.

Changes/Additions/Corrections

Official mailing address (including City, State and Zip) of the	Town of Riverhead 200 Howell Avenue Riverhead, NY 11901	
CEO of the	Name: Sean Walter Title: Supervisor Email: lewis@riverheadli.com Phone: 631-727-3200 x 655 Fax: 631-727-5772	
Contact Person #1	Name: Chris Kempner Title: CD Director Affiliation: Town of Riverhead Email: kempner@riverheadli.com Phone: 631-727-3200 x 287 Fax: 631-727-5772	
Contact Person #2	Name: Title: Affiliation: Email: Phone: Fax:	

*Please list up to (3) individuals who are **authorized** to execute amendments and/or sign payment requests for this project:*

Authorized for:

Name: _____	Title: _____	Amendments	<input type="checkbox"/>	Payments?	<input type="checkbox"/>
Name: _____	Title: _____	Amendments	<input type="checkbox"/>	Payments?	<input type="checkbox"/>
Name: _____	Title: _____	Amendments	<input type="checkbox"/>	Payments?	<input type="checkbox"/>

Signature of the Supervisor: _____ **Date:** _____

TOWN OF RIVERHEAD

Resolution # 534

CLASSIFIES ACTION, DECLARES LEAD AGENCY AND DETERMINES ENVIRONMENTAL SIGNIFICANCE ON PROPOSED AMENDMENT OF THE TOWN OF RIVERHEAD COMPREHENSIVE PLAN, ZONING MAP AND TEXT AS APPLICABLE TO THE WADING RIVER ROUTE 25A CORRIDOR

Councilman Dunleavy offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, the Town of Riverhead found reason to revisit the zoning regime established by the Town's 2003 Comprehensive Plan in the Wading River Hamlet along State Route 25A from the Riverhead/Brookhaven Town line east to the intersection of 25A and Hulse Landing Road, and

WHEREAS, the Town entered into a professional services agreement with BJJ Planning by Resolution #534 of July 6, 2011 to undertake a study of the area including the conduct of public focus group meetings and workshops and Town Board work sessions, preparation of draft and final Comprehensive Plan updates and zoning text modifications, preparation of necessary SEQR documentation and conduct of public hearing necessary to amendment to the zoning ordinance and map, and

WHEREAS, the Town determined the study to be a Type II action pursuant to 6 NYCRR Part 617.5(c)(18)&(21), and having examined the size and scope of the amendments it proposes for the study area as reduced to terminate on the east at the intersection of SR25A and Sound Avenue, that the action as described in the full EAF prepared and dated May 9, 2012 is Unlisted as the 16.4 acres of altered zoning is less than the 25 acre Type I threshold of 617.4(b)(2), and

WHEREAS, The analysis contracted by the Town did not reveal the presence of any potentially large and important adverse environmental impacts from the proposed amendments; their result being a reduction in the potential square footage of development with a removal of retail land use considered to be in excess in the study area, now

THEREFORE, BE IT RESOLVED, that the Riverhead Town Board declares itself to be the lead agency for the adoption of the selective update of the Comprehensive Plan within the Wading River corridor study area which it classifies as an Unlisted action for the purpose of SEQR compliance, and

BE IT FURTHER RESOLVED, that the Town Board determines there to be no significant impact on the natural or social environment and that an Environmental Impact Statement need not be prepared, and

BE IT FURTHER RESOLVED, that the Town Clerk is hereby authorized to forward a certified copy of this resolution to the Planning Department and to BJJ Planning, and

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

THE VOTE

Giglio Yes No

Gabrielsen Yes No

Wooten Yes No

Dunleavy Yes No

Walter Yes No

The Resolution Was Thereupon Duly Declared TABLED

TABLED

TOWN OF RIVERHEAD

Resolution # 535

**AUTHORIZES TOWN CLERK TO PUBLISH AND POST A PUBLIC NOTICE
WADING RIVER CORRIDOR STUDY AS AMENDMENT TO THE TOWN OF
RIVERHEAD COMPREHENSIVE PLAN ADOPTED NOVEMBER 2003**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, by Resolution Number 534 of 2011, the Riverhead Town Board did enter into a professional services agreement with BFJ Planning, P.C. to prepare a land use and planning study for the New York State Route 25A Corridor in the Wading River Hamlet; such planning study to be prepared as an amendment to the Town of Riverhead Comprehensive Plan adopted November 3, 2003; and

WHEREAS, subsequent to the preparation of a Draft Comprehensive Plan Update and a number of focus group meetings and public workshops, BFJ Planning P.C. did transmit to the Town Board a final proposed Comprehensive Plan Amendment, proposed zoning text amendments as well a full Environmental Assessment Form; and

WHEREAS, the Town Board has carefully considered the aforementioned Final Comprehensive Plan Amendment for the Route 25A Corridor as well as the full Environmental Assessment Form, and desires to conduct a public hearing pursuant to Section 272-a 6. of the Town Law at this time, now

THEREFORE BE IT RESOLVED, that the Town Clerk be authorized to publish and post the attached notice of public hearing in the July 12, 2012 edition of the official newspaper of the Town of Riverhead; and

BE IT FURTHER RESOLVED, that the Town Clerk refer the Final Route 25A Corridor Study (Comprehensive Plan) and its attending full Environmental Assessment Form to the Suffolk County Planning Commission pursuant to Section 272-a 5. of the Town Law.

THE VOTE

Giglio Yes No

Gabrielsen Yes No

Wooten Yes No

Dunleavy Yes No

Walter Yes No

The Resolution Was Thereupon Duly Declared TABLED

**TOWN OF RIVERHEAD
PUBLIC NOTICE**

PLEASE TAKE NOTICE that a public hearing will be held before the Town Board of the Town of Riverhead, at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, on the 7th day of August, 2012 at 2:15 pm o'clock p.m. to consider the New York State Route 25A Corridor Study for the Wading River Hamlet as prepared by BFJ Planning P.C., dated May 14, 2012 as amended July 3, 2012, such public hearing to be held pursuant to Section 272-a 6. of the Town Law.

Dated: Riverhead, New York
July 3, 2012

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD

DIANE M. WILHELM, TOWN CLERK

T A B L E

07.03.12
120536

ADOPTED

TOWN OF RIVERHEAD

Resolution #536

ACCEPTS THE RESIGNATION OF A TRAFFIC CONTROL OFFICER

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, the Town has received a letter from Stephen Santoro, a Traffic Control Officer in the Riverhead Town Police Department, indicating his intent to resign effective June 29, 2012.

NOW, THEREFORE, BE IT RESOLVED, that this Town Board hereby accepts the resignation of Stephen Santoro.

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Stephen Santoro, the Personnel Officer and the Financial Administrator. Town Hall Departments may review and obtain a copy of this resolution from Doculex, and if needed, a certified copy of same can be obtained from the office of the Town Clerk

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

07.03.12
120537

TABLED

TOWN OF RIVERHEAD

Resolution # 537

AUTHORIZES THE TOWN CLERK TO PUBLISH AND POST A PUBLIC NOTICE TO CONSIDER A LOCAL LAW TO AMEND THE ZONING USE DISTRICT MAP OF THE TOWN OF RIVERHEAD TO PROVIDE FOR MULTI-FAMILY RESIDENTIAL ZONING USE DISTRICT TO THE EXCLUSION OF THE EXISTING BUSINESS CR ZONING USE DISTRICT

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

RESOLVED, the Town Clerk is hereby authorized to publish the attached public notice to consider a local law to amend the Zoning Use District Map of the Town of Riverhead to provide for the Multi-Family Residential Zoning Use District to the exclusion of the existing Business CR Zoning Use District once in the July 12, 2012 issue of the News-Review Newspaper, the newspaper hereby designated as the official newspaper for this purpose, and also to cause a copy of the proposed amendment to be posted on the sign board of the Town; and be it further

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared TABLED

**TOWN OF RIVERHEAD
PUBLIC NOTICE**

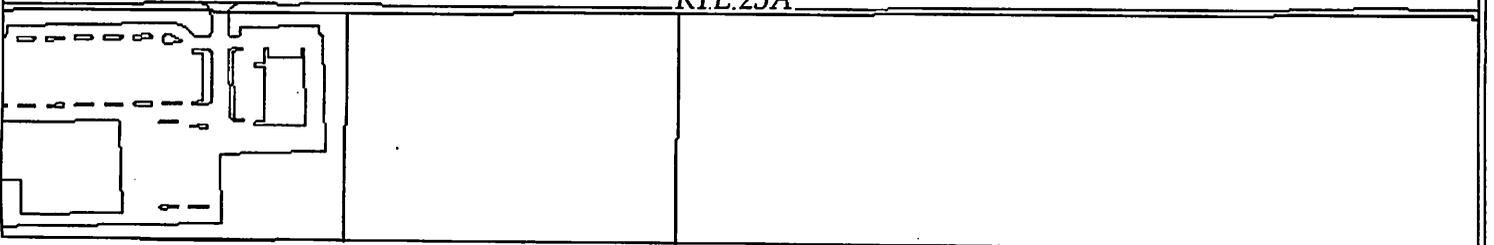
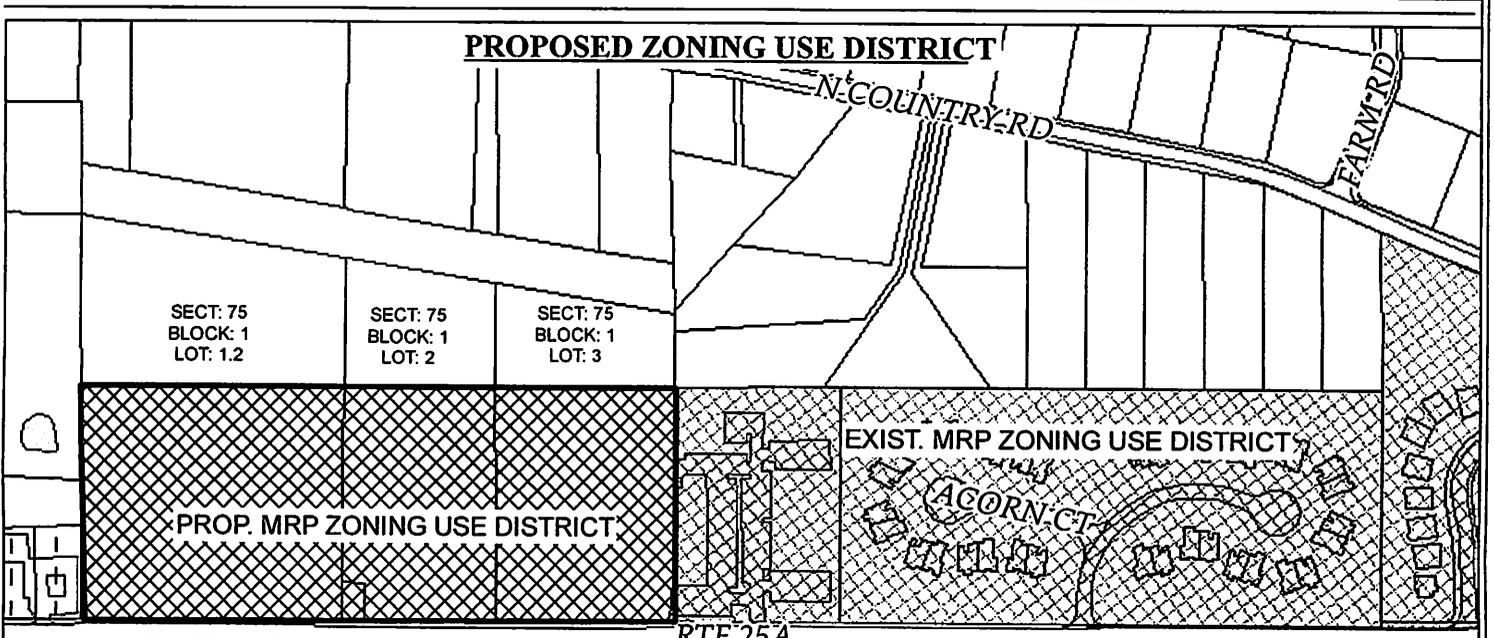
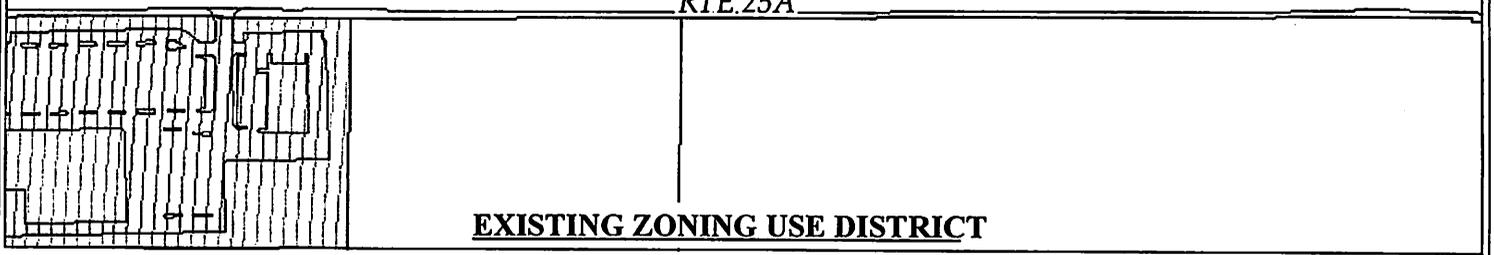
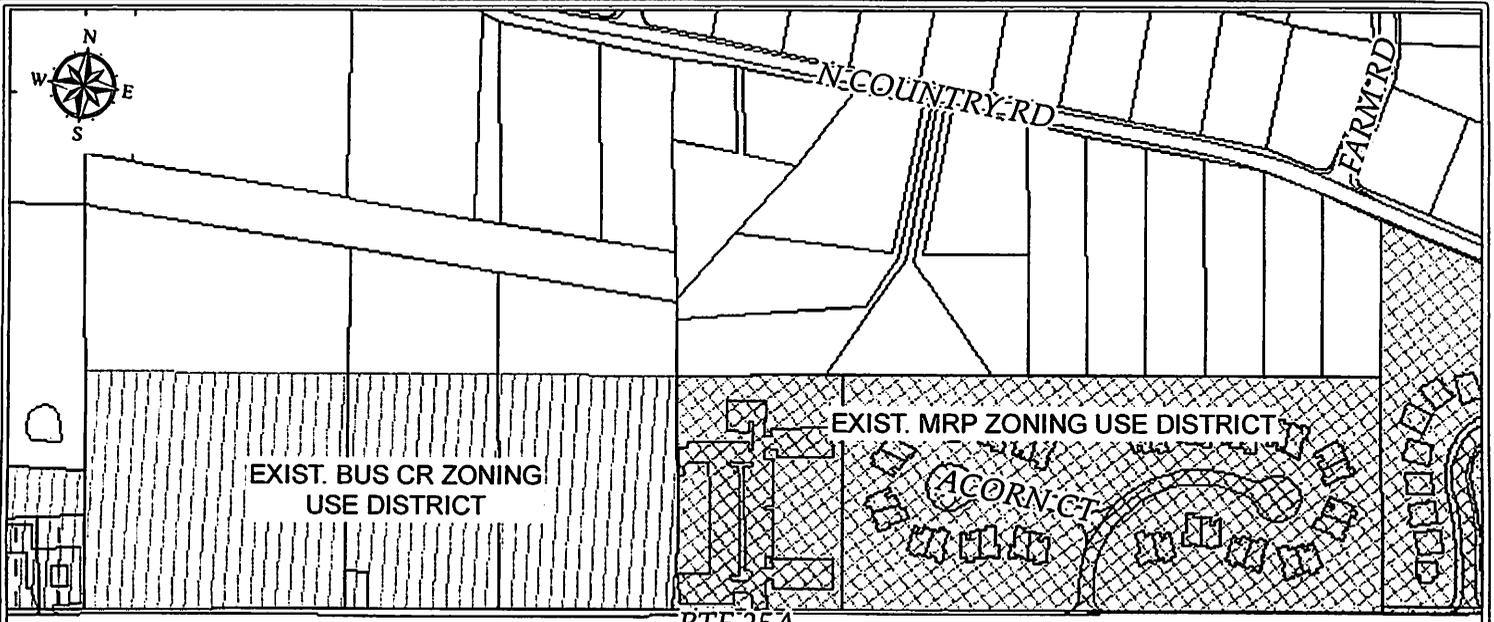
PLEASE TAKE NOTICE that a public hearing will be held before the Town Board of the Town of Riverhead at 200 Howell Avenue, Riverhead, New York on the 7th day of August, 2012 at 2:35 o'clock p.m., to consider a local law to amend the Zoning Use District Map of the Town of Riverhead to provide for the Multi-Family Residential Zoning Use District to the exclusion of the existing Business CR Zoning Use District on real property located at Route 25A, Hamlet of Wading River, New York, such real property more particularly described on the attached map.

Dated: Riverhead, New York
July 3, 2012

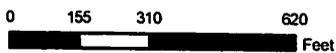
**BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD**

DIANE M. WILHELM, Town Clerk

TABLED



DATE: 7/3/2012



map of
**MRP ZONING USE
 MODIFICATION**



TOWN OF RIVERHEAD

200 Howell Ave.
Riverhead, New York 11901

07.03.12 TABLED
07.17.12 UNTABLED
07.17.12 WITHDRAWN

07.03.12
120537

TOWN OF RIVERHEAD

Resolution # 537

AUTHORIZES THE TOWN CLERK TO PUBLISH AND POST A PUBLIC NOTICE TO CONSIDER A LOCAL LAW TO AMEND THE ZONING USE DISTRICT MAP OF THE TOWN OF RIVERHEAD TO PROVIDE FOR MULTI-FAMILY RESIDENTIAL ZONING USE DISTRICT TO THE EXCLUSION OF THE EXISTING BUSINESS CR ZONING USE DISTRICT

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

RESOLVED, the Town Clerk is hereby authorized to publish the attached public notice to consider a local law to amend the Zoning Use District Map of the Town of Riverhead to provide for the Multi-Family Residential Zoning Use District to the exclusion of the existing Business CR Zoning Use District once in the July 12, 2012 issue of the News-Review Newspaper, the newspaper hereby designated as the official newspaper for this purpose, and also to cause a copy of the proposed amendment to be posted on the sign board of the Town; and be it further

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared TABLED

07.17.12

On a motion by Councilman Dunleavy, seconded by Councilwoman Giglio, resolution #537 was **UNTABLED** and **WITHDRAWN**

THE VOTE:

YES – 5 Giglio, yes; Gabrielsen, yes; Wooten, yes; Dunleavy, yes; Walter, yes

NO - 0

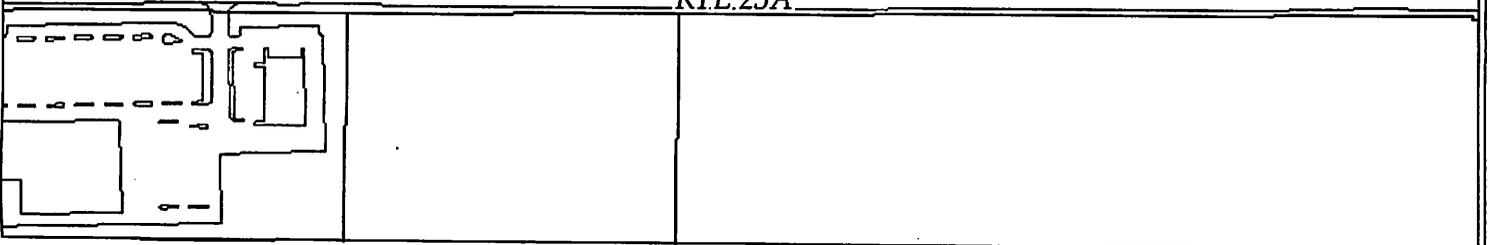
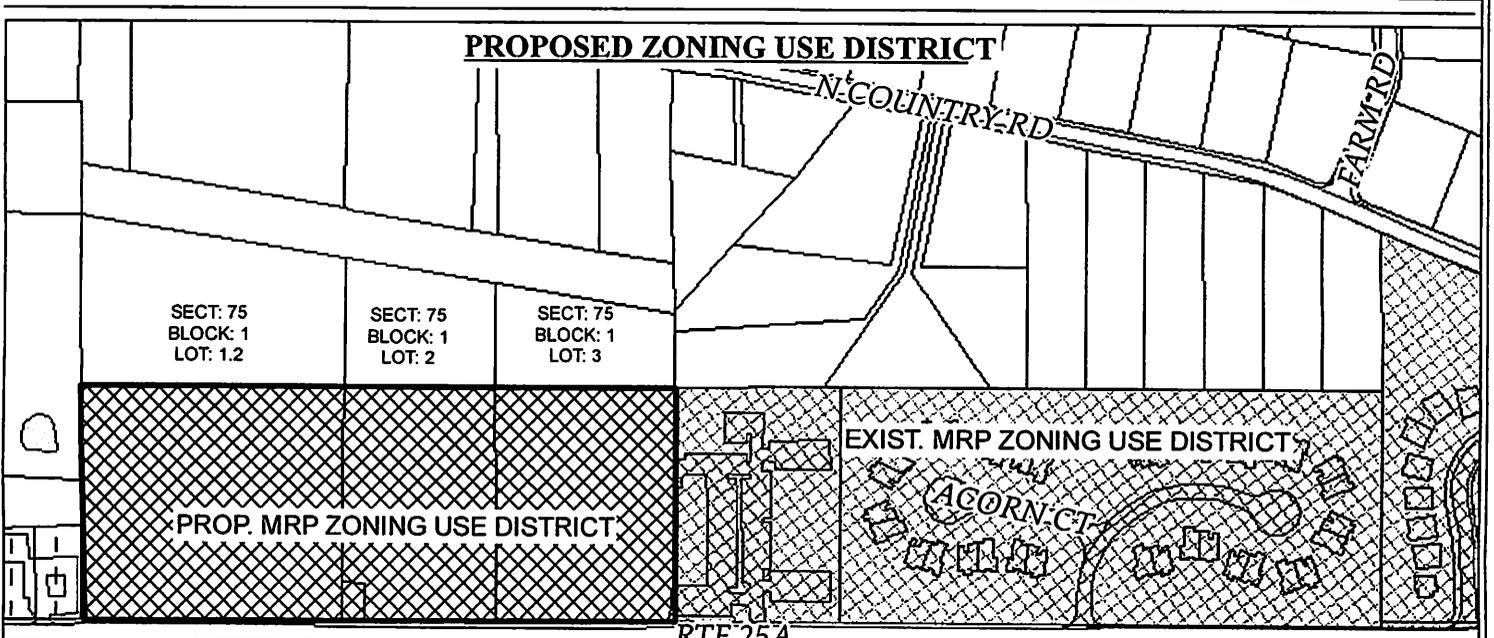
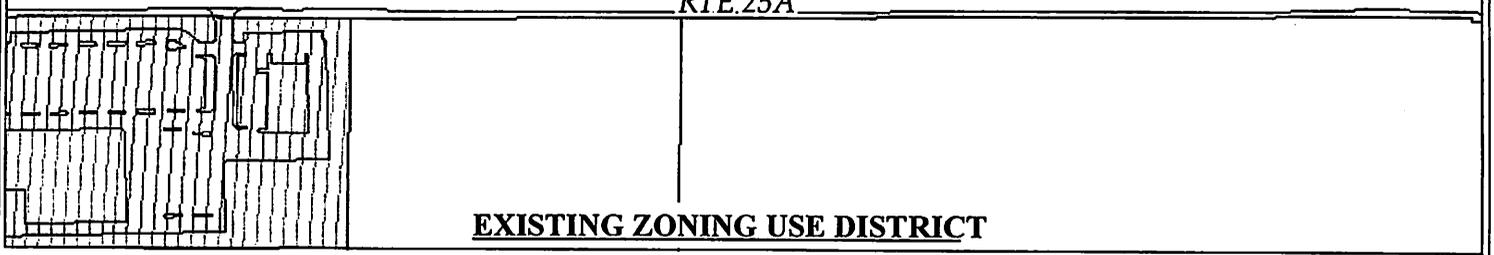
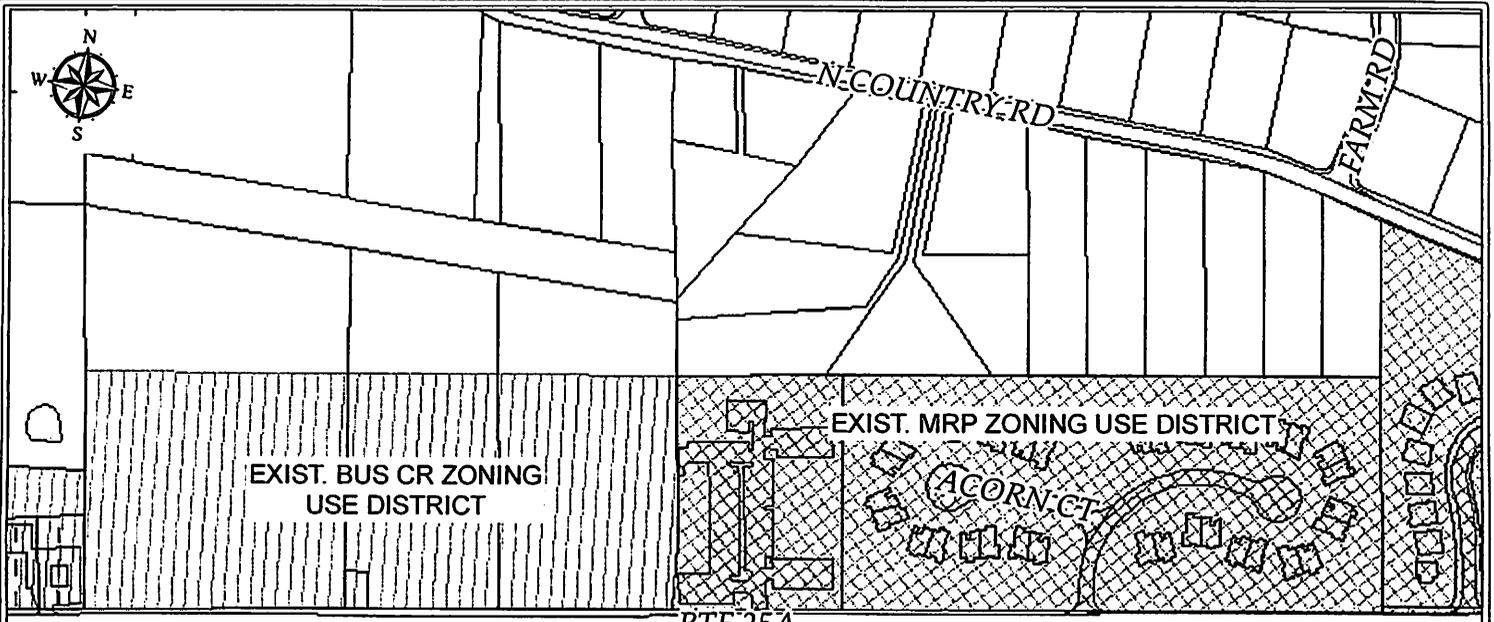
**TOWN OF RIVERHEAD
PUBLIC NOTICE**

PLEASE TAKE NOTICE that a public hearing will be held before the Town Board of the Town of Riverhead at 200 Howell Avenue, Riverhead, New York on the 7th day of August, 2012 at 2:35 o'clock p.m., to consider a local law to amend the Zoning Use District Map of the Town of Riverhead to provide for the Multi-Family Residential Zoning Use District to the exclusion of the existing Business CR Zoning Use District on real property located at Route 25A, Hamlet of Wading River, New York, such real property more particularly described on the attached map.

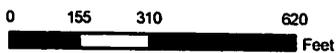
Dated: Riverhead, New York
July 3, 2012

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

DIANE M. WILHELM, Town Clerk



DATE: 7/3/2012



map of
**MRP ZONING USE
 MODIFICATION**



TOWN OF RIVERHEAD

200 Howell Ave.
Riverhead, New York 11901

07.03.12
120538

TABLED

TOWN OF RIVERHEAD

Resolution # 538

**AUTHORIZES THE TOWN CLERK TO PUBLISH AND POST PUBLIC NOTICE TO
CONSIDER A LOCAL LAW TO AMEND CHAPTER 108 ENTITLED
"ZONING" OF THE RIVERHEAD TOWN CODE
(ARTICLE XXXIV – Multifamily Residential Professional Office Zone)**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

RESOLVED, the Town Clerk is hereby authorized to publish the attached public notice to consider a local law to amend Chapter 108 entitled, "Zoning" of the Riverhead Town Code once in the July 12, 2012 issue of the News-Review Newspaper, the newspaper hereby designated as the official newspaper for this purpose, and also to cause a copy of the proposed amendment to be posted on the sign board of the Town; and be it further

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

THE VOTE

Giglio Yes No

Gabrielsen Yes No

Wooten Yes No

Dunleavy Yes No

Walter Yes No

The Resolution Was Thereupon Duly Declared TABLED

**TOWN OF RIVERHEAD
NOTICE OF PUBLIC HEARING**

PLEASE TAKE NOTICE that a public hearing will be held before the Town Board of the Town of Riverhead at 200 Howell Avenue, Riverhead, New York on the 7th day of August, 2012 at 2:20 o'clock p.m. to consider a local law to amend Chapter 108 entitled, "Zoning" of the Riverhead Town Code as follows:

**CHAPTER 108
ZONING
ARTICLE XXXIV
Multifamily Residential Professional Office Zone**

§ 108-169. Uses.

In the Multifamily Residential Professional Office Zone District no building, structure or premises shall be used, arranged or designed to be used and no building or structure shall hereafter be erected, reconstructed or altered, unless otherwise provided in this chapter, except for one of the following permitted uses and their customary accessory uses.

A. Permitted uses:

- (1) Multifamily residential condominiums.
- (2) Day-care centers or nursery schools.
- (3) Professional offices of:
 - (a) Accountants.
 - (b) Architects.
 - (c) Artists.
 - (d) Attorneys.
 - (e) Audiologists.
 - (f) Bookkeepers.
 - (g) Chiropractors.
 - (h) Dentists.
 - (i) Engineers.
 - (j) Income tax preparer.
 - (k) Insurance agents or brokers.
 - (l) Interior designers.
 - (m) Journalists.
 - (n) Medical doctors.
 - (o) Optometrists.
 - (p) Osteopaths.
 - (q) Podiatrists.

- (r) Person or persons determined by the Town Board to be engaged in a profession similar to those set forth above.

(4) One-family townhomes or multifamily units.

(5) Agricultural production, including but not limited to the following:

- (a) Field crops, including corn, wheat, oats, rye, barley, hay, potatoes, and dry beans.
 - (b) Fruits, including apples, peaches, grapes, cherries and berries.
 - (c) Vegetables, including tomatoes, snap beans, cabbage, carrots, beets and onions.
 - (d) Horticultural specialties, including nursery stock, ornamental shrubs, ornamental trees and flowers.
 - (e) Livestock and livestock products, including cattle, sheep, hogs, goats, horses, poultry, farmed deer, farmed buffalo, fur-bearing animals, milk, eggs and furs.
 - (f) Christmas trees grown in a managed Christmas tree operation, whether dug for transplanting or cut from the stump.
 - (g) Commercial horse boarding operation.
- (6) Professional studios and performing arts studios.

B. Special permit uses:

- (1) Public libraries/museums.
- (2) Public facilities, including fire houses and police stations.
- (3) Institutions, including schools, places of worship, and community centers.

B.C. Accessory uses:

- (1) Those uses customarily incidental to any of the above permitted uses or specially permitted uses when located on the same lot and not involving the conduct of a business unless as otherwise specified below.
- (2) The sale at retail of homegrown or homemade products, provided that all retail uses shall be subject to site plan approval pursuant to Article XXVI of the Riverhead Town Code and the provisions of Chapter 108. The farmer may sell supporting farm products and farm products not grown by the farmer, provided that the area devoted to the sale of said products at no time exceeds 40% of the total merchandising area.

§108-170. Development standards.

- A. Lot area. The minimum lot area shall be 160,000 square feet.
- B. Lot width. The minimum width (frontage) shall be 400 feet.

C. Yards.

- (1) Front. The minimum front yard shall be 50 feet. No building, structure, storage, tennis court, swimming pool, or parking or other similar accessory uses shall be located in the front yard so provided. Sidewalks, walkways, and access driveways shall be exempt from this requirement.
- (2) Side. The minimum side yard shall be 25 feet.
- (3) Rear. The minimum rear yard shall be 50 feet, except that the minimum rear yard shall be 25 feet when adjacent to a property within a Multifamily Residential Professional Office Zone District.

D. Building area.

- (1) The maximum building area for ~~professional office uses~~ shall be 15% 17%.
- (2) The number of dwelling units permitted for residential uses shall be based on the number of bedrooms per dwelling unit and the type of community water and sewage system provided, which number shall be incorporated as a filed restriction in all deeds and titles related to the condominium site as follows:
 - (a) One-bedroom dwelling units: four and zero-tenths per acre.
 - (b) Two-bedroom dwelling units: three and zero-tenths per acre.

E. Floor area ratio. The maximum floor area ratio shall be 0.20.

F. Impervious surface coverage. The maximum impervious surface coverage for all uses shall be 75%.

E. G. Height. The maximum height of buildings and structures shall be 35 feet and the maximum stories shall be two and a half.

H. Unit size. The maximum size of dwelling units, exclusive of up to 400 square feet for attached or detached garages, shall be as follows:

- (a) One-bedroom dwelling units: 1,400 square feet.
- (b) Two-bedroom dwelling units: 1,800 square feet.

§ 108-171. Landscaping, screening and buffering.

A. Screening and buffering shall meet the minimum requirements of § 108-64.1 of this chapter.

B. Open space. A minimum of 20% of the lot area shall be preserved as open space. To the extent possible, existing woodlands, stands of or individual trees, and other unique, indigenous, or significant vegetation should be protected.

B. C. Yard landscaping. Within all the required yards the existing vegetation shall be retained. Any proposals for disturbance shall be subject to site plan approval and Architectural Review Board recommendation.

~~C.~~ D. Preservation of existing vegetation. Site plans for the development of property located in a Multifamily Residential Professional Office Zone District shall include an indication of existing mature trees and other instances of indigenous/or significant vegetation or other natural features so as to ensure their preservation and thereby retain an open space environment which enhances the character of the Town.

~~D.~~ E. Parking Areas.

- (1) The visual impact of parking areas shall be softened by interrupting continuous rows of parking spaces with planting and by creating planted canopies over parking areas.
- (2) Any open parking areas of 15 spaces or more shall be provided with internal landscaping covering not less than 10% of the total area of the parking area.
- (3) Landscaping shall be reasonably dispersed throughout the parking area. Primary landscape materials shall be shade trees. Secondary materials may include shrubs and ground cover which shall compliment the tree planting and the surrounding natural environment.

§ 108-172. Access and parking requirements.

A. Parking.

- (1) The parking requirement for professional office uses is one space per ~~450~~ 250 square feet of floor area.
- (2) The parking requirement for residential uses is 1 1/2 spaces per dwelling unit.
- (3) If a mix of uses is proposed the Planning Board may entertain a proposal for shared parking from the applicant. If the applicant requests less parking because of the sharing of spaces between uses the applicant shall submit a shared parking study to justify the reduced number of parking spaces. However, in no case shall the parking requirement be reduced by more than 15%.

B. Access. No more than one access shall be provided per lot.

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

Dated: Riverhead, New York
July 3, 2012

BY ORDER OF THE TOWN BOARD

OF THE TOWN OF RIVERHEAD

DIANE M. WILHELM, Town Clerk

TABLED

07.03.12 TABLED
07.17.12 UNTABLED
07.17.12 WITHDRAWN

07.03.12
120538

TOWN OF RIVERHEAD

Resolution # 538

**AUTHORIZES THE TOWN CLERK TO PUBLISH AND POST PUBLIC NOTICE TO
CONSIDER A LOCAL LAW TO AMEND CHAPTER 108 ENTITLED
“ZONING” OF THE RIVERHEAD TOWN CODE
(ARTICLE XXXIV – Multifamily Residential Professional Office Zone)**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

RESOLVED, the Town Clerk is hereby authorized to publish the attached public notice to consider a local law to amend Chapter 108 entitled, "Zoning" of the Riverhead Town Code once in the July 12, 2012 issue of the News-Review Newspaper, the newspaper hereby designated as the official newspaper for this purpose, and also to cause a copy of the proposed amendment to be posted on the sign board of the Town; and be it further

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

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No
The Resolution Was Thereupon Duly Declared TABLED

07.17.12

On a motion by Councilman Dunleavy, seconded by Councilwoman Giglio, resolution #538 was **UNTABLED** and **WITHDRAWN**

THE VOTE:

YES – 5 Giglio, yes; Gabrielsen, yes; Wooten, yes; Dunleavy, yes; Walter, yes
NO - 0

**TOWN OF RIVERHEAD
NOTICE OF PUBLIC HEARING**

PLEASE TAKE NOTICE that a public hearing will be held before the Town Board of the Town of Riverhead at 200 Howell Avenue, Riverhead, New York on the 7th day of August, 2012 at 2:20 o'clock p.m. to consider a local law to amend Chapter 108 entitled, "Zoning" of the Riverhead Town Code as follows:

**CHAPTER 108
ZONING
ARTICLE XXXIV
Multifamily Residential Professional Office Zone**

§ 108-169. Uses.

In the Multifamily Residential Professional Office Zone District no building, structure or premises shall be used, arranged or designed to be used and no building or structure shall hereafter be erected, reconstructed or altered, unless otherwise provided in this chapter, except for one of the following permitted uses and their customary accessory uses.

A. Permitted uses:

- (1) Multifamily residential condominiums.
- (2) Day-care centers or nursery schools.
- (3) Professional offices of:
 - (a) Accountants.
 - (b) Architects.
 - (c) Artists.
 - (d) Attorneys.
 - (e) Audiologists.
 - (f) Bookkeepers.
 - (g) Chiropractors.
 - (h) Dentists.
 - (i) Engineers.
 - (j) Income tax preparer.
 - (k) Insurance agents or brokers.
 - (l) Interior designers.
 - (m) Journalists.
 - (n) Medical doctors.
 - (o) Optometrists.
 - (p) Osteopaths.
 - (q) Podiatrists.
 - (r) Person or persons determined by the Town Board to be engaged in a profession similar to those set forth above.
- (4) One-family townhomes or multifamily units.

(5) Agricultural production, including but not limited to the following:

- (a) Field crops, including corn, wheat, oats, rye, barley, hay, potatoes, and dry beans.
 - (b) Fruits, including apples, peaches, grapes, cherries and berries.
 - (c) Vegetables, including tomatoes, snap beans, cabbage, carrots, beets and onions.
 - (d) Horticultural specialties, including nursery stock, ornamental shrubs, ornamental trees and flowers.
 - (e) Livestock and livestock products, including cattle, sheep, hogs, goats, horses, poultry, farmed deer, farmed buffalo, fur-bearing animals, milk, eggs and furs.
 - (f) Christmas trees grown in a managed Christmas tree operation, whether dug for transplanting or cut from the stump.
 - (g) Commercial horse boarding operation.
- (6) Professional studios and performing arts studios.

B. Special permit uses:

- (1) Public libraries/museums.
- (2) Public facilities, including fire houses and police stations.
- (3) Institutions, including schools, places of worship, and community centers.

B.C. Accessory uses:

- (1) Those uses customarily incidental to any of the above permitted uses or specially permitted uses when located on the same lot and not involving the conduct of a business unless as otherwise specified below.
- (2) The sale at retail of homegrown or homemade products, provided that all retail uses shall be subject to site plan approval pursuant to Article XXVI of the Riverhead Town Code and the provisions of Chapter 108. The farmer may sell supporting farm products and farm products not grown by the farmer, provided that the area devoted to the sale of said products at no time exceeds 40% of the total merchandising area.

§108-170. Development standards.

- A. Lot area. The minimum lot area shall be 160,000 square feet.
- B. Lot width. The minimum width (frontage) shall be 400 feet.
- C. Yards.

- (1) Front. The minimum front yard shall be 50 feet. No building, structure, storage, tennis court, swimming pool, or parking or other similar accessory uses shall be located in the front yard so provided. Sidewalks, walkways, and access driveways shall be exempt from this requirement.
- (2) Side. The minimum side yard shall be 25 feet.

- (3) Rear. The minimum rear yard shall be 50 feet, except that the minimum rear yard shall be 25 feet when adjacent to a property within a Multifamily Residential Professional Office Zone District.

D. Building area.

- (1) The maximum building area ~~for professional office uses~~ shall be 15% 47%.
- (2) The number of dwelling units permitted for residential uses shall be based on the number of bedrooms per dwelling unit and the type of community water and sewage system provided, which number shall be incorporated as a filed restriction in all deeds and titles related to the condominium site as follows:
- (a) One-bedroom dwelling units: four and zero-tenths per acre.
- (b) Two-bedroom dwelling units: three and zero-tenths per acre.

E. Floor area ratio. The maximum floor area ratio shall be 0.20.

F. Impervious surface coverage. The maximum impervious surface coverage for all uses shall be 75%.

E. G. Height. The maximum height of buildings and structures shall be 35 feet and the maximum stories shall be two and a half.

H. Unit size. The maximum size of dwelling units, exclusive of up to 400 square feet for attached or detached garages, shall be as follows:

- (a) One-bedroom dwelling units: 1,400 square feet.
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§ 108-171. Landscaping, screening and buffering.

A. Screening and buffering shall meet the minimum requirements of § 108-64.1 of this chapter.

B. Open space. A minimum of 20% of the lot area shall be preserved as open space. To the extent possible, existing woodlands, stands of or individual trees, and other unique, indigenous, or significant vegetation should be protected.

~~B. C.~~ Yard landscaping. Within all the required yards the existing vegetation shall be retained. Any proposals for disturbance shall be subject to site plan approval and Architectural Review Board recommendation.

~~C. D.~~ Preservation of existing vegetation. Site plans for the development of property located in a Multifamily Residential Professional Office Zone District shall include an indication of existing mature trees and other instances of indigenous/or significant vegetation or other natural features so as to ensure their preservation and thereby retain an open space environment which enhances the character of the Town.

~~D. E.~~ Parking Areas.

- (1) The visual impact of parking areas shall be softened by interrupting continuous rows of parking spaces with planting and by creating planted canopies over parking areas.

- (2) Any open parking areas of 15 spaces or more shall be provided with internal landscaping covering not less than 10% of the total area of the parking area.
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§ 108-172. Access and parking requirements.

A. Parking.

- (1) The parking requirement for professional office uses is one space per ~~450~~ 250 square feet of floor area.
- (2) The parking requirement for residential uses is 1 1/2 spaces per dwelling unit.
- (3) If a mix of uses is proposed the Planning Board may entertain a proposal for shared parking from the applicant. If the applicant requests less parking because of the sharing of spaces between uses the applicant shall submit a shared parking study to justify the reduced number of parking spaces. However, in no case shall the parking requirement be reduced by more than 15%.

B. Access. No more than one access shall be provided per lot.

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

Dated: Riverhead, New York
July 3, 2012

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

DIANE M. WILHELM, Town Clerk

07.03.12
120539

ADOPTED

TOWN OF RIVERHEAD

Resolution # 539

**AUTHORIZES TOWN CLERK TO PUBLISH AND POST PUBLIC NOTICE TO
CONSIDER A LOCAL LAW TO AMEND CHAPTER 108 ENTITLED, "ZONING" OF
THE RIVERHEAD TOWN CODE
(BUSINESS CR ZONING USE DISTRICT [RURAL NEIGHBORHOOD BUSINESS])**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

RESOLVED, the Town Clerk is hereby authorized to publish the attached public notice to consider a local law to amend Chapter 108 entitled, "Zoning" of the Riverhead Town Code once in the July 12, 2012 issue of the News-Review Newspaper, the newspaper hereby designated as the official newspaper for this purpose, and also to cause a copy of the proposed amendment to be posted on the sign board of the Town; and be it further

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

THE VOTE

Giglio Yes No

Gabrielsen Yes No

Wooten Yes No

Dunleavy Yes No

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD
PUBLIC NOTICE**

PLEASE TAKE NOTICE that a public hearing will be held before the Town Board of the Town of Riverhead at 200 Howell Avenue, Riverhead, New York on the 7th day of August, 2012 at 2:30 o'clock p.m. to consider a local law to amend Chapter 108 entitled, "Zoning" of the Riverhead Town Code as follows:

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

§ 108-294. Uses.

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

D. Prohibited uses:

- (1) ~~Retail stores~~ Buildings with a floor area exceeding 10,000 square feet.

§ 108-296. Supplementary guidelines.

A. Design standards.

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

- (9) ~~Where the Town Official Map indicates a service access road, a fifty-foot-wide easement shall be provided within the rear yard for construction of an access road.~~ The provision of improved cross access between those parcels located on the south side of NYS Route 25A between the westerly town boundary and Wading River Manorville Road.
- (16) Signs shall be provided in accordance with §108-56. the Signing Ordinance. Signs for commercial uses within shopping centers shall be a uniform design to the

greatest extent practicable.

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

Dated: Riverhead, New York
July 3, 2012

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

DIANE M. WILHELM, Town Clerk

TABLED

07.03.12 TABLED
07.17.12 UNTABLED
07.17.12 WITHDRAWN

07.03.12
120539

TOWN OF RIVERHEAD

Resolution # 539

**AUTHORIZES TOWN CLERK TO PUBLISH AND POST PUBLIC NOTICE TO
CONSIDER A LOCAL LAW TO AMEND CHAPTER 108 ENTITLED, "ZONING" OF
THE RIVERHEAD TOWN CODE
(BUSINESS CR ZONING USE DISTRICT [RURAL NEIGHBORHOOD BUSINESS])**

Councilman Wooten offered the following resolution,
which was seconded by Councilman Gabrielsen

RESOLVED, the Town Clerk is hereby authorized to publish the attached public notice to consider a local law to amend Chapter 108 entitled, "Zoning" of the Riverhead Town Code once in the July 12, 2012 issue of the News-Review Newspaper, the newspaper hereby designated as the official newspaper for this purpose, and also to cause a copy of the proposed amendment to be posted on the sign board of the Town; and be it further

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

07.17.12

On a motion by Councilman Dunleavy, seconded by Councilwoman Giglio, resolution #539 was **UNTABLED** and **WITHDRAWN**

THE VOTE:

YES – 5 Giglio, yes; Gabrielsen, yes; Wooten, yes; Dunleavy, yes; Walter, yes

NO - 0

**TOWN OF RIVERHEAD
PUBLIC NOTICE**

PLEASE TAKE NOTICE that a public hearing will be held before the Town Board of the Town of Riverhead at 200 Howell Avenue, Riverhead, New York on the 7th day of August, 2012 at 2:30 o'clock p.m. to consider a local law to amend Chapter 108 entitled, "Zoning" of the Riverhead Town Code as follows:

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

§ 108-294. Uses.

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

D. Prohibited uses:

- (1) ~~Retail stores~~ Buildings with a floor area exceeding 10,000 square feet.

§ 108-296. Supplementary guidelines.

A. Design standards.

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

- (9) ~~Where the Town Official Map indicates a service access road, a fifty-foot-wide easement shall be provided within the rear yard for construction of an access road.~~ The provision of improved cross access between those parcels located on the south side of NYS Route 25A between the westerly town boundary and Wading River Manorville Road.
- (16) Signs shall be provided in accordance with §108-56. the Signing Ordinance. Signs for commercial uses within shopping centers shall be a uniform design to the greatest extent practicable.

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

Dated: Riverhead, New York
July 3, 2012

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

DIANE M. WILHELM, Town Clerk

TOWN OF RIVERHEAD

Resolution # 540

**AUTHORIZES FUNDING APPLICATION TO NEW YORK STATE TO SUPPORT
I LOVE NEW YORK TOURISM FUNDING**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, the Governor Cuomo has directed the following State agencies to make New York State funding resources available through the Consolidated Funding Application (“CFA”) process: Empire State Development; NYS Canal Corporation; Energy Research and Development Authority; Environmental Facilities Corporation; Homes and Community Renewal; Department of Labor; Parks, Recreation and Historic Preservation; Department of State; and Department of Transportation. In addition, the New York Power Authority and Economic Development Power Allocation Board (EDPAB) will be using the CFA to implement “Recharge New York,” a new, low-cost power program for New York businesses and not-for-profits; and

WHEREAS, each Region will compete for economic aid through competitive awards to projects that support identified key regional issues and opportunities, support a regional economic vision, and address key issues and outline major elements of the strategic plans; and

WHEREAS, the Town of Riverhead Board along with additional public and private partners seeks to submit a funding application for tourism funding to service businesses in the Town of Riverhead and Eastern Long Island in partnership with the Long Island Motorcoach Mobility (BOLT Bus) Project; and

WHEREAS, the proposed tourism outreach project will implement Long Island Economic Development Regional Council goals identified in the strategic plan to develop tourism to create jobs, enhance tax base, and incentivize private investment in the region; and

NOW THEREFORE BE IT RESOLVED, that the Town of Riverhead Board authorizes the submission of a general CFA fund proposal to New York State on or before July 16, 2012, for application for tourism funding to service businesses in the Town of Riverhead and Eastern Long Island in partnership with the Long Island Motorcoach Mobility (BOLT Bus) Project; and

BE IT FURTHER RESOLVED, that the Town Clerk forward copies of this resolution to the Community Development Agency; and

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 541

APPOINTS A TOWN BUILDING AND PLANNING ADMINISTRATOR

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, the retirement of the Senior Building Inspector necessitates the appointment of a department head to oversee the Building Department; and

WHEREAS, to enhance the functionality of Town services and to contain costs it is practical to combine the Planning and Building Departments under one administrator; and

WHEREAS, the Suffolk County Department of Civil Service has issued approval to fill the position of Town Building and Planning Administrator on a provisional basis until such a time when the Certified List of Eligible's for the title of Town Building and Planning Administrator is released; and

WHEREAS, this position was duly advertised for, interviews were conducted, and pending the results of a successful background check, a recommendation of a suitable candidate has been made by the Town Board and the Personnel Committee.

NOW, THEREFORE, BE IT RESOLVED, that effective for July 9, 2012, this Town Board hereby makes the provisional appointment of Jefferson Murphree to the position of Town Building and Planning Administrator at an annual salary of \$110,000.00 ; and

BE IT FURTHER, RESOLVED, that the Supervisor is hereby authorized to execute a Department Head contract with Jefferson Murphree.

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

07.03.12
120542

ADOPTED

TOWN OF RIVERHEAD

Resolution # 542

PAYS BILLS

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

FUND NAME			6/22/2012	GRAND TOTALS
ABSTRACT #12-24 June 22, 2012 (TBM 7/03/12)				
GENERAL FUND	1		317,365.34	317,365.34
MULTI YEAR OPERATING GRANT FUN	99		106.99	106.99
HIGHWAY FUND	111		13,331.47	13,331.47
WATER DISTRICT	112		63,139.80	63,139.80
RIVERHEAD SEWER DISTRICT	114		48,180.31	48,180.31
REFUSE & GARBAGE COLLECTION DI	115		899.10	899.10
STREET LIGHTING DISTRICT	116		1,149.57	1,149.57
BUSINESS IMPROVEMENT DISTRICT	118		49.95	49.95
CALVERTON SEWER DISTRICT	124		177.40	177.40
RIVERHEAD SCAVANGER WASTE DIST	128		38,476.62	38,476.62
WORKERS' COMPENSATION FUND	173		44,487.24	44,487.24
TOWN HALL CAPITAL PROJECTS	406		13,708.50	13,708.50
TRUST & AGENCY	735		1,468.94	1,468.94
TOTAL ALL FUNDS			542,541.23	542,541.23

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

07.03.12
120542

ADOPTED

TOWN OF RIVERHEAD

Resolution # 542

PAYS BILLS

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

FUND NAME			6/28/2012	GRAND TOTALS
ABSTRACT #12-25 June 28, 2012 (TBM 7/03/12)				
GENERAL FUND	1		1,025,526.42	1,025,526.42
RECREATION PROGRAM FUND	6		27,513.11	27,513.11
HIGHWAY FUND	111		129,094.83	129,094.83
WATER DISTRICT	112		67,329.57	67,329.57
RIVERHEAD SEWER DISTRICT	114		100,197.43	100,197.43
REFUSE & GARBAGE COLLECTION DI	115		214,344.71	214,344.71
STREET LIGHTING DISTRICT	116		14,453.75	14,453.75
BUSINESS IMPROVEMENT DISTRICT	118		51.15	51.15
AMBULANCE DISTRICT	120		6,266.35	6,266.35
EAST CREEK DOCKING FACILITY FU	122		1,172.71	1,172.71
CALVERTON SEWER DISTRICT	124		1,126.35	1,126.35
RIVERHEAD SCAVANGER WASTE DIST	128		74,995.73	74,995.73
RISK RETENTION FUND	175		123,755.88	123,755.88
MAIN STREET REHAB PROGRAM	177		29.83	29.83
CDBG CONSORTIUM ACOUNT	181		671.92	671.92
TOWN HALL CAPITAL PROJECTS	406		65,787.00	65,787.00
WATER DISTRICT CAPITAL PROJECT	412		1,084.20	1,084.20
TRUST & AGENCY	735		1,004,721.80	1,004,721.80
CALVERTON PARK - C.D.A.	914		608.64	608.64
TOTAL ALL FUNDS			2,858,731.38	2,858,731.38

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted