

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

February 15, 2005

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

**Barbara Blass, Councilwoman
Rose Sanders, Councilwoman**

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

ELECTED OFFICIALS

**Laverne Tennenberg
Madelyn Sendlewski
Paul Leszczynski
Mark Kwasna
Maryann Wowak Heilbrunn
Richard Ehlers
Allen M. Smith**

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

DEPARTMENT HEADS

**John J. Hansen
Leroy E. Barnes, Jr.
Andrea Lohneiss
Ken Testa
Richard Hanley
Chief David Hegermiller
James Janecek
Judy Doll
John Reay
Michael Reichel
Gary Bendzick**

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

Call to Order and Salute to the Flag

Approves minutes of February 1st. 2005

Der

Offered the minutes to be approved, which

was seconded by

Bouturek

5 yes

Receiver of Taxes: Total Collections to Date: \$50,448,601.27

Town Clerk : Monthly Report for Jan. 2005
Total Collected: \$8751.98

Town Historian: Annual Report for 2004

APPLICATIONS

Special Events: Calverton Links, LTD-Tent operation for Special Events:

Speedworld FX-May 15th 8am to 8 pm-Car Show

Site Plans: John Wherry-Convert existing area within the dwelling to two dwellings.

New Cingular Wireless-to affix public utility wireless telecommunications antennae to existing Tower.

CAPS Reality Holdings-renovations

SITE PLANS CONTINUED:

Riverhead Commerce Park-Construct two office buildings.

Silver Village-install retractable patio awning system

CORRESPONDENCE

Sherry Patterson: Writing in favor of the Tanger Application

Postcards: 6 Postcards in favor of approving the plan for Vintage Square

PUBLIC HEARINGS:

- 7:05 p.m. The Extension to the Calverton Sewer District to be known as Extension No. 1.
- 7:10 p.m. The Extension to the Riverhead Water District to be known as Extension No. 75.
- 7:15 p.m. The Consideration of a Local Law to amend Chapter 108 to provide for a Transfer of Development Rights Local Law pursuant to Section 261-a of the Town Law.
- 7:20 p.m. The Consideration of the merits of the Final Supplemental Generic Environmental Impact Statement support the Town of Riverhead Transfer of Development Rights Local Law.

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

- #5** Authorizes the Chairman to execute all required Documents and to expend the Agreed upon Funds to Close Upon the Purchase of a Portion of the Real Property Adjacent to the Suffolk Theater Owned by the Riverhead Public Parking Improvement District
- #6** Authorizes the Chairman to Execute all Required Documents and to Expend the Agreed Upon Funds to Close Upon the Purchase of the Real Property Adjacent to the Suffolk Theater Owned by Riverhead Enterprises

RIVERHEAD DEVELOPMENT CORPORATION MEETING:

- #1** Election of Directors

REGULAR TOWN BOARD MEETING:

- #127** Water Plant 5 Wells Rehab Project Budget Adoption
- #128** Peconic River Watershed Study Budget Adoption
- #129** Highway Fund Budget Adjustment
- #130** Hounds Gate Water Extension Project Budget Adjustment
- #131** Upper Mills Dam Project Budget Adjustment
- #132** Accepts Resignation of a Crossing Guard (S. Eblowitz)
- #133** Accepts Resignation of a Crossing Guard (G. Gildersleave)
- #134** Accepts Resignation of a Crossing Guard (D. Madigow)
- #135** Accepts Retirement of Howard Gassert, Jr. in the Sewer/Scavenger Waste Department
- #136** Adopts a Local Law Amending Chapter 48 Entitled, "Beaches and Recreation Centers" of the Riverhead Town Code
- ~~**#137** Appointment of Assistant Adult Day Care Program Supervisor (L. Fuhlbrugge)~~
- #138** Authorization to Junk Fixed Assets

- #139 Authorizes the Supervisor to Execute an Agreement Between the County of Suffolk and the Town of Riverhead
 - #140 Authorizes the Town Clerk to Publish and Post a Notice to Bidders for the Construction of a Boat Launching
 - #141 Authorizes Town Clerk to Publish and Post Notice of Public Hearing to Consider a Local Law to Amend Chapter 108 of the Riverhead Town Code Entitled, "Zoning"- Definitions
 - #142 Authorizes Town Clerk to Publish and Post Notice to Bidders for Corrosion Control Chemical
 - #143 Authorizes Town Clerk to Publish and Post Notice to Bidders for Dry Hydrated Lime (Calcium Hydroxide)
 - #144 Authorizes Town Clerk to Publish and Post Notice to Bidders for Water Service Materials
 - #145 Authorizing the Transfer of County Owned Property to the Town of Riverhead
 - #146 Sets Salaries for Non-CSEA Part Time Personnel Recreation Positions and Summer Personnel Salaries for 2005 for the Recreation Department
 - #147 Transfers Employee to the Sewer Department (M. Maffia)
 - #148 Authorizes Town Supervisor to Execute Change order for Carriage House Interior Renovations
 - #149 Authorizes the Supervisor to Execute Purchase of Development Rights Planning, Acquisition and Negotiations Services Agreement with the Peconic Land Trust
 - #150 Authorizes the Supervisor to Execute a First Amendment of Agreement between County of Suffolk and the Town of Riverhead
 - #151 Authorizes Town Clerk to Publish and Post Notice of Public Hearing to Consider a Local Law to Amend Chapter 108 of the Riverhead Town Code Entitled, "Zoning"- Agricultural Worker Housing
-

- #152 Establishes a Mandatory Reserve Fund to Retire the Outstanding Bonded Indebtedness Issue by the Town for the Acquisition of and Capital Improvements Made to the Suffolk Theater
- #153 Authorizes Town Clerk to Publish and Post Public Notice to Consider a Local Law to Amend Chapters 52 and 108 of the Riverhead Town Code to Create Section 52-10 (F), Section 108-77 (A)(3), Section 108-96 (D)(4), Section 108-97 (F)(6), Section 108-131 (B)(6) Entitled, "Electronic Records Retention Fees"
- #154 Authorizes the Supervisor to Execute a Contract between Town of Riverhead and Community Energy, Inc. for the Purchase of Wind Energy
- #155 Classifies Action and Declares Lead Agency on Special Permit of Altair Pharmaceuticals, Inc. and Refers Petition to the Planning Board
- #156 Approves Site Plan of Cellular Telephone Company d/b/a AT&T Wireless- Fresh Pond Avenue
- #157 Approves Amended Site Plan of Riverhead Centre, LLC TGI Friday's Exterior Renovations
- #158 Approves Site Plan of Art Sites LLC
- #159 Approves Site Plan of Unicorp National Development, Inc. Walgreens- Riverhead
- #160 Site Plan of Sprint Spectrum, LP d/b/a Sprint PCS Riverhead Water District (Wading River) Tower #2, Plant #9
- #161 Authorizes Submission of Grant Application to New York State Department of State Quality Communities Program
- #162 Set Salary for Town Board Coordinator (S. Herd)
- #163 Appoints Member to the Zoning Board of Appeals (C. Sclafani)
- #164 Authorizes the Town Clerk to Publish and Post a Help Wanted Ad for Crossing Guards
-
- #165 Authorizes Publication of Display Ad RE: Attendance at Suffolk County Police Academy

- #166 Reinstates an Officer to the Rank of Sergeant (G. Fredericks)
 - #167 Promotes a Sergeant to the Rank of Lieutenant (R. Pecker)
 - #168 Appoints Anti-Bias Task Force
 - #169 Appoints Member to the Architectural Review Board (G. Jacquemin)
 - #170 Pays Bills
-

FEBRUARY 15, 2005

Adopted

TOWN OF RIVERHEAD

WATER PLANT 5 WELLS REHAB PROJECT

BUDGET ADOPTION

RESOLUTION # 127

COUNCILWOMAN SANDERS

offered the following resolution,

which was seconded by COUNCILWOMAN BLASS

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

	<u>FROM</u>	<u>TO</u>
406.099010.482220.30033 TRANSFER FROM REPAIR & MAINTENANCE	\$494,000	
406.083200.523010.30033 CONSTRUCTION		\$390,000
406.083200.543501.30033 ENGINEERING EXPENSES		\$65,000
406.083200.543315.30033 LEGAL EXPENSES		\$9,000
406.083200.547900.30033 CONTINGENCY		\$30,000

THE VOTE

Bartunek Yes No

Sanders Yes No

Blass Yes No

Densieski Yes No

Cardinale Yes No

FEBRUARY 15, 2005

Adopted

TOWN OF RIVERHEAD

PECONIC RIVER WATERSHED STUDY

BUDGET ADOPTION

RESOLUTION # 128

COUNCILWOMAN BLASS

offered the following resolution,

which was seconded by COUNCILMAN BARTUNEK

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

	<u>FROM</u>	<u>TO</u>
406.095731.494200.40120 UPPER MILLS SERIAL BOND PROCEEDS (PR#40117)	\$10,000	
406.071100.481000.40120 TRANSFER FROM GENERAL FUND	2,000	
406.071100.492510.40120 NYS GRANT	48,000	
406.071100.543502.40120 ENGINEERING EXPENSE		\$60,000

THE VOTE

Bartunek Yes No

Sanders Yes No

Blass Yes No

Densieski Yes No

Cardinale Yes No

FEBRUARY 15, 2005

Adopted

TOWN OF RIVERHEAD

HIGHWAY FUND

BUDGET ADJUSTMENT

RESOLUTION # 129

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

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

		<u>FROM</u>	<u>TO</u>
111.000000.390599	APPROPRIATED FUND BALANCE	\$25,000	
111.051420.540000	SNOW REMOVAL CONTRACTUAL EXPENSES		\$25,000

THE VOTE

Bartunek Yes No

Sanders Yes No

Blass Yes No

Densieski Yes No

Cardinale Yes No

FEBRUARY 15, 2005

Adopted

TOWN OF RIVERHEAD

HOUNDS GATE WATER EXTENSION PROJECT

BUDGET ADJUSTMENT

RESOLUTION # 130

COUNCILMAN DENSIESKI

offered the following resolution,

which was seconded by COUNCILWOMAN SANDERS

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

		<u>FROM</u>	<u>TO</u>
406.092705.421050.30075	DEVELOPER FEES	\$96,000	
406.083200.523002.30075	WATER MAIN CONSTRUCTION		\$74,300
406.083200.543315.30075	LEGAL EXPENSE		14,700
406.083200.543501.30075	ENGINEERING EXPENSE		4,000
406.083200.547900.30075	CONTINGENCY		3,000

THE VOTE

Bartunek Yes No

Sanders Yes No

Blass Yes No

Densieski Yes No

Cardinale Yes No

FEBRUARY 15, 2005

Adopted

TOWN OF RIVERHEAD

UPPER MILLS DAM PROJECT

BUDGET ADJUSTMENT

RESOLUTION # 131

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

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

		<u>FROM</u>	<u>TO</u>
406.095731.494200.40117	SERIAL BOND PROCEEDS	\$70,000	
406.051200.471000.40117	DONATION FROM LIPA	\$70,000	
406.051200.523011.40117	DAM IMPROVEMENTS		\$62,000
406.051200.543502.40117	ENGINEERING EXPENSES		\$14,500
406.051200.481000.40117	TRANSFER FROM GENERAL FUND		\$63,500

THE VOTE

Bartunek Yes No Sanders Yes No
 Blass Yes No Densieski Yes No
 Cardinale Yes No

February 15, 2005

Adopted

TOWN OF RIVERHEAD

Resolution # 132

ACCEPTS RESIGNATION OF A CROSSING GUARD

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

WHEREAS, Chief of Police David J. Hegermiller has received a letter of resignation submitted by Sheila Eblowitz, from the position of Crossing Guard, effective immediately.

NOW, THEREFORE, BE IT RESOLVED that the Town Board hereby accepts the letter of resignation submitted by Sheila Eblowitz.

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

THE VOTE

Bartunek yes ___ no Sanders yes ___ no
 Blass yes ___ no Dehsieski yes ___ no
 Cardinale yes ___ no

THE RESOLUTION WAS ___ WAS NOT
 THEREFORE DULY ADOPTED

February 15, 2005

Adopted

TOWN OF RIVERHEAD

Resolution # 133

ACCEPTS RESIGNATION OF A CROSSING GUARD

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

WHEREAS, Chief of Police David J. Hegermiller has received a letter of resignation submitted by Gary Gildersleeve, from the position of Crossing Guard, effective immediately.

NOW, THEREFORE, BE IT RESOLVED that the Town Board hereby accepts the letter of resignation submitted by Gary Gildersleeve.

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

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

February 15, 2005

Adopted

TOWN OF RIVERHEAD

Resolution # 134

ACCEPTS RESIGNATION OF A CROSSING GUARD

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

WHEREAS, Chief of Police David J. Hegermiller has received a letter of resignation submitted by Dorothy Magidow, from the position of Crossing Guard, effective immediately.

NOW, THEREFORE, BE IT RESOLVED that the Town Board hereby accepts the letter of resignation submitted by Dorothy Magidow.

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

THE VOTE

Bartunek yes ___ no Sanders yes ___ no
Blass yes ___ no Densieski yes ___ no
Cardinale yes ___ no

THE RESOLUTION WAS ___ WAS NOT
THEREFORE DULY ADOPTED

2/15/05

Adopted

TOWN OF RIVERHEAD

Resolution #135

ACCEPTS THE RESIGNATION AND RETIREMENT OF HOWARD GSSERT, JR. IN THE SEWER/SCAVENGER WASTE DEPARTMENT

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

WHEREAS, the Town has received a letter of resignation from Howard Gassert, Jr. advising of his intent to retire effective January 21, 2005.

NOW THEREFORE, BE IT RESOLVED, that this Town Board accepts the retirement of Howard Gassert, Jr.

BE IT FURTHER, RESOLVED, that the Town Clerk be and is hereby directed to forward a certified copy of this resolution to Howard Gassert Jr., the Sewer/Scavenger Waste Department and the Office of Accounting.

THE VOTE

Bartunek yes ___ no Sanders yes ___ no
 Blass yes ___ no Denaleski yes ___ no
 Cardinale yes ___ no

THE RESOLUTION WAS ___ WAS NOT
 THEREFORE DULY ADOPTED

2/15/05

Adopted

TOWN OF RIVERHEAD

Resolution # 136

ADOPTS A LOCAL LAW AMENDING CHAPTER 48 ENTITLED, "BEACHES AND RECREATION CENTERS" OF THE RIVERHEAD TOWN CODE

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

WHEREAS, the Town Clerk was authorized to publish and post the attached public notice to consider a local law amending Chapter 48 entitled "Beaches and Recreation Centers" of the Riverhead Town Code once in the Traveler Watchman, the newspaper hereby designated as the official newspaper for this purpose, and to post same on the signboard in Town Hall; and

WHEREAS, a public hearing was held on the 1st day of February, 2004 at 7:05 o'clock p.m. at Town Hall, 200 Howell Avenue, Riverhead, New York, the date, time and place specified in said public notice, and all persons wishing to be heard were heard.

NOW THEREFORE BE IT RESOLVED, that a local law amending Chapter 48 entitled, "Beaches and Recreation Centers" 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 be and is hereby authorized to publish the attached notice of adoption once in the Traveler Watchman and to post same on the signboard at Town Hall; and be it further

RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to the Recreation Department; Riverhead Code Enforcement; Riverhead Bay Constable; Chief Hegermiller, Riverhead Police Department and the Town Attorney's Office.

THE VOTE

Bartunek yes ___ no Sanders yes ___ no
 Blass yes ___ no Densieski yes ___ no
 Cardinale yes ___ no

THE RESOLUTION WAS ___ WAS NOT
 THEREFORE DULY ADOPTED

**TOWN OF RIVERHEAD
NOTICE OF ADOPTION**

PLEASE TAKE NOTICE, that the Town Board of the Town of Riverhead adopted a local law amending Chapter 48 entitled "Beaches and Recreation Centers" of the Riverhead Town Code at its regular meeting held on February 15, 2005 as follows:

**Chapter 48
BEACHES AND RECREATION CENTERS**

§ 48-22. Penalties for offenses.

A. Persons cited on a Town parking summons for a violation of this article, permit parking or parking-related violations shall be subject to a fine of ~~\$25~~ \$100, and shall answer and/or appear on or before the designated return date. Persons failing to appear on or before the designated return date shall be subject to the following surcharges in addition to the prescribed fines:

Dated: Riverhead, New York
February 15, 2005

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

BARBARA GRATTAN, Town Clerk

- Overstrike represents deletion(s)
- Underscore represents **additions**

February 15, 2005

Adopted

TOWN OF RIVERHEAD

APPOINTMENT OF ASSISTANT ADULT DAY CARE PROGRAM SUPERVISOR

RESOLUTION # 137

COUNCILMAN BARTUNEK

Offered the following resolution,

which was seconded by COUNCILWOMAN SANDERS.

WHEREAS, there exists a vacancy in the position of Assistant Adult Day Program Supervisor and;

WHEREAS, the Suffolk County List of eligibles has been presented to the Town; and

WHEREAS, the Senior Citizen Program Director has recommended that a current staff member, a Senior Citizen Aide, be promoted to this position.

NOW, THEREFORE, BE IT RESOLVED, that Lisa Fuhlbrugge is hereby promoted to the position of Assistant Adult Day Care Program Supervisor effective February 14, 2005 at Group 6, Step 3A of the Salary Administration Schedule.

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

THE VOTE

Sanders Yes No

Blass Yes No

Densieski Yes No

Bartunek Yes No

Cardinale Yes No

TOWN OF RIVERHEAD

AUTHORIZATION TO JUNK FIXED ASSETS

RESOLUTION # 138

COUNCILWOMAN SANDERS offered the following resolution, which was seconded by COUNCILMAN DENSIECKI.

WHEREAS, donated equipment from Suffolk County that has been salvaged for parts and is no longer usable; and

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

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

<u>Tag #</u>	<u>Description</u>
1250	Commercial shelving
5582	Shelving unit
64	Beige typewriter stand
5580	Shelving unit
8228	Steel shelving unit
20141	Commercial shelving unit
22284	Olympus pearl recorder
1515	Blue chair w/wooden arms
22669	Canon fax machine
20643	Grey chair no arms
23160	Sharp plain fax machine
22145	Magnifying mirror
22144	Magnifying mirror
4611	Omni time clock
20204	Time clock printer
21539	Panasonic typewriter kx-e3000
23451	Edz workstation
6215	L-shaped desk
25620	Gang radio charger
22124	Panasonic KX-E3000 Typewriter
6240	Panasonic KX-E700 Typewriter
2745	Panasonic KX-E3000 Typewriter
SP 1	Swimming Pool – Sewer
SP 2	Swimming Pool - Sewer
SP 3	Swimming Pool – Sewer
SP 4	Swimming Pool – Sewer
SP 5	Swimming Pool – Sewer

Tag #
SP 6
SP 7
23862

Description
Swimming Pool – Sewer
Swimming Pool – Sewer
Brother Fax Machine

THE VOTE

Bartunek Yes No

Sanders Yes No

Blass Yes No

Densieski Yes No

Cardinale Yes No

2/15/05

Adopted

TOWN OF RIVERHEAD

Resolution # 139

AUTHORIZES THE SUPERVISOR TO EXECUTE AN AGREEMENT BETWEEN THE COUNTY OF SUFFOLK (COUNTY) AND THE TOWN OF RIVERHEAD

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

WHEREAS, the Town Board wishes to enter into an agreement with the County of Suffolk (County), acting through its duly constituted Office of the County Executive/STOP-DWI Program (Department) for the Town of Riverhead to participate in the STOP-DWI program.

NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Riverhead hereby authorizes the Supervisor to execute an agreement (copy attached herewith) between the Town of Riverhead and the County; and be it further

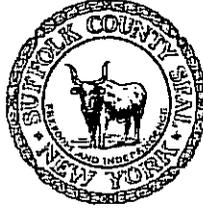
RESOLVED, that the Town Clerk is hereby directed to deliver a certified copy of this resolution to Office of the County Executive/STP-DWI Program Department located at H. Lee Dennison Building, 11th Floor, 100 Veterans Memorial Highway, Hauppauge, New York (mailing address: PO Box 6100, Hauppauge, New York 11788-0099); the Town Supervisor; the Town Attorney and the Office of Accounting.

THE VOTE

Bartunek yes ___ no Sanders yes ___ no
 Blass yes ___ no Densieski yes ___ no
 Cardinale yes ___ no

THE RESOLUTION WAS ___ WAS NOT
 THEREFORE DULY ADOPTED

COUNTY OF SUFFOLK



OFFICE OF THE COUNTY EXECUTIVE

H. Lee Dennison Building
100 Veterans Memorial Highway
P.O. Box 6100
Hauppauge, New York 11788-0099
(631) 853-4000

Steve Levy
SUFFOLK COUNTY EXECUTIVE

TO: ALL STOP-DWI CONTRACTED AGENCIES

FROM: Maria Perez-Lent, STOP-DWI Coordinator

DATE: December 22, 2004

RE: LIVING WAGE INSTRUCTIONS

All Agencies contracted with Suffolk County are required to submit Forms with the Department of Labor regarding the Living Wage Law. If your agency is claiming an exemption, form LW-38 is the only form that needs to be completed. Otherwise you must complete forms LW-1, and LW-38.

To comply with form LW-1 #11 & #12 you must attach a brief letter (a sample is included) stating:

- a) this contract will not cause you to hire any new employees;
- b) minimum hourly wage of your officers with health benefits;
- c) minimum hourly wage of your officers without health benefits;
- d) minimum number of compensated days off including vacation, holidays and personal.

If you have any questions or require further assistance please do not hesitate to contact me at 853-5720.

LIVING WAGE CERTIFICATION/DECLARATION – SUBJECT TO AUDIT

If either of the following definitions of 'assistance' (*Living Wage Law Chapter 347 – 2*) applies to the contractor's/beneficiary's business or transaction with Suffolk County, the contractor/beneficiary must complete Sections 1, 3, 4 below; and Form LW-1 (Notice of Application for County Assistance). If the following definitions do not apply, the contractor/beneficiary must complete Sections 2, 3 and 4 below. Completed forms must be submitted to the awarding agency.

"/ grant, loan, tax incentive or abatement, bond financing subsidy or other form of assistance of more that \$50,000 which is realized by or provided to an employer of at least ten (10) employees by or through the authority or approval of the County of Suffolk," or "Any service contract or subcontract let to a contractor with ten (10) or more employees by the County of Suffolk for the furnishing of services to or for the County of Suffolk (except contracts where services are incidental to the delivery of products, equipment or commodities) which involve an expenditure equal to or greater than \$10,000. For the purposes of this definition, the amount of expenditure for more than one contract for the same service shall be aggregated. A contract for the purchase or lease of goods, products, equipment, supplies or other property is not an 'assistance' for the purposes of this definition."

Section I
 The *Living Wage Law* applies to this contract. I/we hereby agree to comply with all the provisions of Suffolk County Local Law No. 12-2001, the Suffolk County *Living Wage Law* (the Law) and, as such, will provide to all full, part-time or temporary employed persons who perform work or render services on or for a project, matter, contract or subcontract where this company has received Assistance, from the County of Suffolk as defined in the Law (Assistance) a wage rate of no less than \$9.29 (\$7.75 for child care providers) per hour worked with health benefits, as described in the Law, or otherwise \$10.58 (\$9.00 for child care providers) per hour or the rates as may be adjusted annually in accordance with the Law. (**Chapter 347-3 B**)

Check if applicable

I/we further agree that any tenant or leaseholder of this company that employs at least ten (10) persons and occupies property or uses equipment or property that is improved or developed as a result of Assistance or any contractor or subcontractor of this company that employs at least ten (10) persons in producing or providing goods or services to this company that are used in the project or matter for which this company has received Assistance shall comply with all the provisions of the Law, including those specified above. (**Chapter 347-2**)

I/we further agree to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with regulations under this Chapter of the Suffolk County Code, investigating employee complaints of noncompliance and evaluating the operation and effects of this Chapter, including the production for inspection & copying of payroll records for any or all employees for the term of the contract or for five (5) years, whichever period of compliance is longer. All payroll and benefit records required by the County will be maintained for inspection for a similar period of time. (**Chapter 347-7 D**)

The County Department of Labor shall review the records of any Covered Employer at least once every three years to verify compliance with the provisions of the Law. (**Chapter 347-4 C**)

Section II
 The *Living Wage Law* does not apply to this contract for the following reason(s): _____

Check if applicable

Section III
Contractor Name: _____ Federal Employer ID#: _____
Contractor Address: _____ Amount of Assistance: _____
_____ Vendor #: _____
Contractor Phone #: _____

Description of project or service: _____

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

Authorized Signature

Date

P _____
Name and Title of Authorized Representative

SUFFOLK COUNTY DEPARTMENT OF LABOR - LIVING WAGE UNIT

NOTICE OF APPLICATION FOR COUNTY ASSISTANCE(Contract)

Living Wage Law, Suffolk County Code, Chapter 347 (2001)

To Be Completed By Applicant/ Employer/Contractor

1) NAME: _____

2) VENDOR #: _____
(if known)

3) CONTRACT ID #: _____
(if known)

4) CONTACT : _____

5) TELEPHONE #: _____

6) ADDRESS: _____

7) TERM OF CONTRACT (DATES): _____

8) PROJECT NAME: (IF DIFFERENT FROM #1) _____

9) AMOUNT: _____

10) AWARDDING AGENCY: _____

11) BRIEF DESCRIPTION OF PROJECT OR SERVICE:

12) **PROJECTED EMPLOYMENT NEEDS:** (attach a statement listing, by job classification, the total workforce dedicated to performing this contract or service, including calculation of estimated net increase or decrease in jobs as a result of funding).

13) **PROJECTED WAGE LEVELS:** (attach a statement listing projected wage levels, compensated days off and medical benefits for total workforce dedicated to fulfilling the terms of this contract, broken down annually for each year of the term of the contract).

Suffolk County Dept. of Labor
Addendum to LW-1
Re: Items 11 and 12

The _____ Police Department will participate in the Suffolk County STOP-DWI program in the following manner.

Officers will be assigned on a voluntary overtime basis to work tours of duty exclusively assigned to violations of section 1192 of the V&TL. Officers assigned will only be full time officers covered by the current contract.

The lowest hourly rate for an officer is \$ _____ with a minimum of _____ compensated days off.

All participating officers receive a full medical benefit package.

All wage / benefit information is on file and available for inspection at your request.

Agreement

This Agreement, between the County of Suffolk (**County**), a municipal corporation of the State of New York, having its principal office at the County Center, Riverhead, New York 11901, acting through its duly constituted **Office of the County Executive/STOP-DWI Program (Department)**, located at H. Lee Dennison Building, 11th floor, 100 Veterans Memorial Highway, Hauppauge, New York (mailing address: Box 6100, Hauppauge, New York 11788-0099) and Town of Riverhead (**Contractor**), a New York municipal corporation, having its principal place of business at 200 Howell Avenue, Riverhead, New York 11901-2516.

The parties hereto desire to make increased enforcement of New York State vehicle and traffic laws relating to drinking and driving available to the **County**. Sufficient funding exists in the 2005 Suffolk County Operating Budget.

Term of Agreement: Shall be January 1, 2005 through December 31, 2005.

Total Cost of Agreement: Shall not exceed \$25,000.00

Terms and Conditions: Shall be as set forth in Exhibit A and Exhibit entitled "Suffolk County Legislative Requirements Exhibit for Contracts."

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

The Honorable Phil Cardinale
Supervisor of the Town of Riverhead

County of Suffolk

By: _____

By: _____

Paul Sabatino II
Chief Deputy County Executive

[Please print name and title under signature]

Fed. Taxpayer ID #: _____

Date: _____

Date: _____

Approved:

Approved as to Legality:
Christine Malafi
Suffolk County Attorney

By: _____

Maria Perez-Lent
STOP-DWI Coordinator

By: _____

Samantha N. McEachin
Assistant County Attorney

Date: _____

Date: _____

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EXHIBIT A

1. SERVICES TO BE PERFORMED

The duties of the **Contractor** shall be to carry out a STOP-DWI program, as more particularly described in Exhibit B attached to and made part of this Agreement. The **Contractor** specifically represents and warrants that it has and shall possess, and that its employees, agents and subcontractors have and shall possess, the required education, knowledge, experience and character necessary to qualify them individually for the particular duties they perform.

2. QUALIFICATIONS OF PERSONNEL

The **Contractor** agrees that it will provide the **County** with relevant policies regarding the personnel qualifications for professional employees and that these policies shall be subject to approval by the **County**.

3. SERVICE RECORDS

The **Contractor** shall maintain, or cause to be maintained, service and time records for each service provided under this Agreement, which will permit the reporting of the progress of each service on a monthly basis. Such reports shall be submitted on forms to be provided or approved by the **County** in accordance with the instructions therefor. Such reports shall be in the format attached as Exhibit C, but shall not necessarily be limited to the information specified.

4. COUNTY SUPERVISION

It is agreed that the nature and extent of the services provided pursuant to this Agreement shall be subject to the general supervision of the **County's** STOP-DWI Coordinator's Office. The **Contractor** further agrees to conduct the aforementioned program in a skillful manner to the best of its ability, and agrees to comply fully with the rules and regulations, criteria and guidelines for expenditure controls heretofore adopted or to be adopted by the **County**. Further, the **Contractor** agrees to provide data as required by the **County** by virtue of Section 1197 of the Vehicle and Traffic Law, 10 days after close of each month, on a monthly basis, in a form prescribed by the **County**.

5. COSTS AND TOTAL AMOUNT OF AGREEMENT

The **Contractor** expressly represents and agrees that expenditures shall be in accordance with the budget submitted to the **County**, which is hereby incorporated by reference and made a part of this Agreement as Exhibit D.

6. METHOD OF PAYMENT

The **County** shall pay the **Contractor** monthly for services provided and costs incurred pursuant to this Agreement on receipt of monthly claims to be submitted no later than twenty (20) days after the end of each month, together with appropriate reports and documentation providing acceptable evidence in support of said services and costs, in such form as prescribed by the **County**, and after audit and approval by the **County**. Payments shall be reimbursements only of actual cash expenditures made prior to the date of claim submission and shall include only those monies appropriated for the **County** Operating Budget year referred to on the first page of this Agreement. No claims shall be payable until the **Contractor** complies with all requirements to this Agreement that should have been complied with on or before submission of such claims. It is understood and agreed by the parties hereto that the amount to be paid by the **County**, as set forth hereinabove, shall constitute the full obligation of the **County** in connection with this Agreement and any matter arising therefrom.

7. PAYMENTS SUBJECT TO POST-AUDIT ADJUSTMENT

All payments made hereunder are subject to audit and adjustment by the Comptroller of the County pursuant to Article V of the Suffolk County Charter and by the State or Federal Government.

8. ACCOUNTING PROCEDURES

The Contractor shall comply, for the amount funded under this Agreement, with the "Comptroller's Rules and Regulations for Contract Agencies", as promulgated by the Department of Audit and Control of Suffolk County, and any amendments thereto during the term of this Agreement.

9. CONTINGENCY

This Agreement is subject to and contingent upon the County of Suffolk's continuance as a participating County in the New York State STOP-DWI Program as provided by Section 1197 of the Vehicle and Traffic Law and upon approval of the County's STOP-DWI Plan for the County Operating Budget year referred to on the first page of this Agreement by the Commissioner of Motor Vehicles of the State of New York.

10. ASSIGNMENT

The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of this Agreement, or any of its right, title or interest therein, or its power to execute this Agreement, or assign all or any portion of the monies that may be due or become due thereunder, to any other person or corporation, without the prior consent in writing of the County, and any attempt to do any of the foregoing without such consent shall be of no effect.

11. INDEPENDENT CONTRACTOR

The relationship of the Contractor to the County shall be that of an independent contractor. Accordingly, neither the Contractor nor any person hired by the Contractor shall be considered employees of the County for any purpose whatsoever.

12. INSURANCE

a. The Contractor agrees to procure, pay the entire premium for and maintain throughout the term of this Agreement insurance in amounts and types specified by the County. The Contractor agrees to require that all if its contractors, in connection with work performed for the Contractor related to this Agreement, procure, pay the entire premium for and maintain throughout the term of this Agreement insurance in amounts and types equal to that specified by the County for the Contractor. Unless otherwise specified by the County and agreed to by the Contractor, in writing, such insurance will be as follows:

- i. **Commercial General Liability** insurance, including contractual liability coverage, in an amount not less than Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury and Two Million Dollars (\$2,000,000.00) per occurrence for property damage.
- ii. **Automobile Liability** insurance (if any vehicles are used by the Contractor in the performance of this Agreement) in an amount not less than Five Hundred Thousand Dollars (\$ 500,000.00) per person, per accident, for bodily injury and not less than One Hundred Thousand (\$100,000.00) for property damage per occurrence; and
- iii. **Worker's Compensation and Employer's Liability** insurance in compliance with all applicable New York State laws and regulations and **Disability Benefits** insur-

ance, if required by law. Contractor shall furnish to the County, prior to its execution of this Agreement, the documentation required by the State of New York Workers' Compensation Board of coverage or exemption from coverage pursuant to §§57 and 220 of the Workers' Compensation Law. In accordance with General Municipal Law §108, this Agreement shall be void and of no effect unless the Contractor shall provide and maintain coverage during the term of this Agreement for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

iv. Professional Liability/Errors and Omissions Insurance in an amount not less than Two Million Dollars (\$2,000,000.00) on either a per occurrence or claims made coverage basis.

b. All policies providing such coverage shall be issued by insurance companies with an A.M. Best rating of A- or better.

c. The Contractor shall furnish to the County Declaration Pages for each such policy of insurance and upon request, a true and certified original copy of each such policy, evidencing compliance with the aforesaid insurance requirements. In the case of commercial general liability insurance, the County of Suffolk shall be named as an additional insured and the Contractor shall furnish a Declaration Page and endorsement page evidencing the County's status as an additional insured on said policy.

d. All such Declaration Pages, certificates and other evidence of insurance shall provide for the County of Suffolk to be notified in writing thirty (30) days prior to any cancellation, nonrenewal or material change in said policies. Such Declaration Pages, certificates, policies and other evidence of insurance and notices shall be mailed to the Department at its address set forth in the paragraph entitled "Notices and Contact Persons" or at such other address of which the County shall have given the Contractor notice in writing.

e. If the Contractor is a town or other municipal corporation and has a self-insurance program under which it acts as a self-insurer for any of such required coverage, it may provide self-funded coverage and certificates or other evidence of such self-insurance in lieu of insurance issued by insurance companies.

13. INDEMNIFICATION

The **Contractor** shall indemnify and hold harmless the **County**, its consultant (if any), employees, agents and other persons from and against all claims, costs, judgments, liens, encumbrances and expenses, including attorneys' fees, arising out of the acts or omissions or negligence of the **Contractor**, its agents, employees or subcontractors in connection with the services described or referred to in this Agreement.

14. PUBLICATIONS

The **Contractor** shall not issue or publish any book, article, announcement, report or other publication relating to the subject program without prior written permission from the **County**. Any such publication shall contain the following statement: "This publication is fully or partially funded by Suffolk County STOP-DWI." Furthermore, the STOP-DWI Logo shall be prominently displayed on any publication, sign or other printed materials.

15. TERM AND TERMINATION OF AGREEMENT

(a) Term

This Agreement shall cover the period provided on the first page thereof, unless sooner terminated as provided below.

(b) Termination by County in the Public Interest

Notwithstanding anything herein to the contrary, in the event that the STOP-DWI Coordinator (hereinafter, the "Coordinator") or her designee, determines, in her sole discretion, that termination is in the best interests of the County, the County reserves the right to terminate this Agreement for any reason at any time. Such termination shall occur upon thirty (30) days notice of intent to terminate to the Contractor. Contractor shall have an opportunity for consultation with the Coordinator prior to termination.

(c) Termination for Cause

- i. If the Contractor fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor falsifies its records or reports, or misuses its funds from whatever source, the County may terminate this Agreement in whole or with respect to any identifiable part of the program, effective immediately, or, at its option, effective at a later date specified in the notice of such termination to the Contractor.
- ii. A failure to maintain the amount and types of insurance required by this Agreement may result in immediate termination of this Agreement, in the sole discretion of the Coordinator. No prior notice to cure and of intent to terminate shall be required.
- iii. An emergency or other condition involving possible loss of life, threat to health and safety, destruction of property or other condition deemed to be dangerous, in the sole discretion of the Coordinator, may result in immediate termination of this Agreement, in whole or with respect to any identifiable part of the program, in the sole discretion of the Coordinator. In such event, no prior notice to cure and of intent to terminate shall be required.
- iv. Failure to comply with federal, State or local laws, rules, regulations, or County policies or directives, may result in immediate termination of this Agreement, at the sole discretion of the Coordinator. In such event, no prior notice to cure and of intent to terminate shall be required.
- v. A failure on the part of Contractor to observe any of the other terms and conditions of this Agreement on its part to be observed and performed, which failure persists after the expiration of twenty (20) days from the date the Coordinator gives notice to cure and of intent to terminate to the Contractor shall be deemed a breach of contract; provided, however, that if the matter which is the subject of the notice is of such a nature that it cannot reasonably be corrected within twenty (20) days, then no breach of contract shall have been deemed to have occurred if Contractor, before the expiration of the twenty-day period, diligently commences and prosecutes the same to completion. Soliciting bids, in good faith, for performance of corrective work shall be deemed commencement of such work within the purview hereof.
- vi. The notice to cure and of intent to terminate shall call attention to the existence of the failure and particularize the claimed failure in reasonable detail. The notice shall also state the intended date of termination.

vii. After a breach of contract has occurred, the Coordinator or her designee, in her sole discretion, may terminate the Agreement. The Coordinator shall give written notice of such termination and the Agreement shall expire as fully and completely as if that date were the date herein originally fixed for the expiration of the term.

viii. Upon termination pursuant to the foregoing paragraph, Contractor acknowledges and agrees that it shall not be entitled nor shall it make a claim for lost profits or loss of anticipated earnings because of termination.

(d) Notice of Termination

i. Notice of termination must be in writing, signed by an authorized official, and sent to the other party by certified mail, or by messenger, and receipt shall be requested. Notice of termination shall be deemed delivered as of the date of its posting by certified mail or at the time it is delivered to the other party by messenger.

ii. Upon due notice of termination and as may be requested by the Department, the Contractor shall provide the County with any information, records, or reports that are within the purview of this Agreement, subject to any applicable provisions of law or regulations. The Contractor shall also relinquish title and possession of any furniture, fixtures, equipment, materials or supplies as specified in this Agreement.

iii. Upon receipt of a termination notice, the Contractor shall promptly discontinue all services affected unless otherwise directed by the notice of termination.

(e) Payments upon Termination

i. The County shall be released from any and all responsibilities and obligations arising from the Program covered by this Agreement, effective as of the date of termination, but the County shall be responsible for payment of all claims for services provided and costs incurred by the Contractor prior to termination of the Agreement, that are pursuant to, and after the Contractor's compliance with, the terms and conditions of this Agreement.

ii. Upon termination, the Contractor agrees to promptly reimburse to the County, by check payable to the Suffolk County Treasurer, the balance of any funds paid to the Contractor by the County. Upon termination, any funds paid to the Contractor by the County which were used by the Contractor in a manner that failed to comply with the terms and conditions of this Agreement must be promptly reimbursed. If there is no response or if satisfactory repayments are not made, the County may recoup such payments from any amounts due or becoming due to the Contractor from the County under this Agreement or otherwise. The provisions of this subparagraph shall survive the expiration or termination of the Agreement.

(f) Termination By Contractor

The Contractor may terminate this Agreement by giving not less than sixty (60) days prior written notice to the Department, specifying the reasons for termination and the effective date of termination.

16. ADDRESSES FOR NOTICES, CLAIMS, REPORTS

(a) Any communication, notice, claim for payment, report or other submission necessary or required to be made by the **Contractor** to the **County** or its designated representative shall be deemed to have been duly made upon receipt by the **County** or its designated representative at the following address or at such other address as may be specified in writing by the **County** or its designated representative:

Office of the County Executive
STOP-DWI Program
100 Veterans Memorial Highway - 11th Floor
P. O. Box 6100
Hauppauge, New York 11788-0099

(b) Communications or notices to the **Contractor** shall be deemed delivered when mailed to the **Contractor** at the address designated in this Agreement or such other address as the **Contractor** shall furnish to the **County** by written notice delivered to the **County**.

17. COST REDUCTION

The **Contractor** agrees that where a minimum level of service is not provided (as provided in paragraph 1 of this Exhibit A and in Exhibit B), the **County** may require a modification in **Contractor** staff and other cost factors or may terminate this Agreement after giving notice in accordance with paragraph 15.

18. STUDIES OR RESEARCH

The **Contractor** agrees that it must secure prior written approval of the **County** for any proposed studies or research.

19. GRATUITIES

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

20. INTERGOVERNMENTAL COORDINATION

The **Contractor** shall coordinate all liaison with units of federal, state and local government in connection with the program through the Department.

21. NONDISCRIMINATION IN EMPLOYMENT

In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other **County**, State and Federal administrative, statutory and constitutional nondiscrimination provisions, the **Contractor** shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, orientation, national origin, age, disability, military status or marital status.

22. WORK EXPERIENCE PARTICIPATION

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

deemed to be a failure to perform in accordance with this Agreement, for which the **County** may withhold payment, terminate this Agreement or exercise such other remedies as may be appropriate in the circumstances.

23. AGREEMENT SUBJECT TO APPROPRIATION OF FUNDS

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

24. OFFSET OF ARREARS OR DEFAULT

The **Contractor** warrants that it is not, and shall not be during the term of this Agreement, in arrears to the **County** for taxes or upon debt or contract and is not, and shall not be during the term of this Agreement, in default as surety, contractor or otherwise on any obligation to the **County**, and the **Contractor** agrees that the **County** may withhold the amount of any such arrearage or default from amounts payable to the **Contractor** under this Agreement.

25. CONTRACTOR'S STAFF

The **County** shall have the right to prior approval of the filling of any position now vacant or hereafter becoming vacant and may, in exercise of that right, promulgate reasonable regulations involving position control, which shall, when promulgated, be deemed to be incorporated by reference in and made part of this Agreement.

26. INFORMATION ACCESS

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

27. SALARY INCREASES

No salary, wage or other compensation for services shall be increased over the amount stated in the attached budget (Exhibit D) without the prior written approval of the **County**.

28. BUDGET DEFICIENCY PLANS

The **County** has imposed and may impose budget deficiency plan(s). Upon written notification from the Department, the **Contractor** shall comply with the same restrictions as are imposed upon the Department, a copy of which will be furnished with such notification and shall thereupon be deemed to be incorporated by reference in and made part of this Agreement.

29. COUNTY DOCUMENTS, CONFIDENTIALITY

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

30. FURNITURE, FIXTURES, EQUIPMENT, MATERIALS, SUPPLIES

(a) Purchases, Etc. Requiring Prior Approval

Prior to placing any order to purchase, rent or lease any furniture, fixtures, or equipment, (i) valued in excess of one hundred dollars (\$100.00) per unit, or (ii) included but not itemized, in the Budget, the **Contractor** shall submit to the **County** a written request for approval to make such a proposed purchase,

rental, or lease, with a list showing the quantity and description of each item, its intended location and use, estimated unit price or cost, extended price or cost and estimated total cost of the proposed order. Written approval of the **County** is required before the **Contractor** may proceed with the proposed purchase, rental or lease of furniture, fixtures or equipment. All items purchased will be new unless specifically described otherwise in the Budget.

(b) Purchase Practices

The **Contractor** agrees to follow all the general practices that are designed to obtain furniture, fixtures, equipment, materials or supplies at the most reasonable price or cost. The **County** reserves the right to purchase or obtain furniture, fixtures, equipment, materials or supplies for the **Contractor** for the purposes of this Agreement. If the **County** exercises this right, the amount budgeted for the items so purchased or obtained by the **County** for the **Contractor** shall not be available to the **Contractor** for any purpose whatsoever.

(c) Interest of County

The **County** shall retain a proprietary interest in all furniture, removable fixtures, equipment, materials or supplies purchased or obtained by the **Contractor** and paid for or reimbursed to the **Contractor** by or from **County** funds pursuant to the terms of this Agreement or any prior agreements. Upon the termination of this Agreement, or of any renewal thereof, the discontinuance of the business of the **Contractor**, the failure of the **Contractor** to comply with the terms of this Agreement, the bankruptcy of the **Contractor**, or an assignment for the benefit of its creditors, or the failure of the **Contractor** to satisfy any judgment against it within thirty (30) days of filing, the **County** shall have the right to take title to and possession of all such furniture, removable fixtures, equipment, materials and supplies, and the same thereupon become the property of the **County** without any claim for reimbursement on the part of the **Contractor**. As directed by the **County**, the **Contractor** shall attach identifying labels on said property indicating the interest of the **County**.

(d) Inventory, Records, Controls and Reports

The **Contractor** shall maintain proper and accurate inventory records and controls for all such furniture, removable fixtures and equipment acquired pursuant to this Agreement and all prior agreements, if any, covering the Program. Three (3) months before the termination date of this Agreement, the **Contractor** shall make a physical count of all items of furniture, removable fixtures and equipment in its custody, checking each item against the aforesaid inventory records. A report setting forth the results of such physical count shall be prepared by the **Contractor** on a form or forms designated by the **County**, certified and signed by an authorized official of the **Contractor**, and one (1) copy thereof shall be delivered to the **County** within five (5) days after the date set for the aforesaid physical count. Within five (5) days after the termination date of this Agreement, the **Contractor** shall submit to the **County** six (6) copies of the same report updated to the termination date of this Agreement, certified and signed by an authorized official of the **Contractor**, based on a physical count of all items of furniture, removable fixtures and equipment on the aforesaid termination date, and revised, if necessary, to include any inventory changes during the last three (3) months of the term of this Agreement.

(e) Protection of Property in Contractor's Custody

The **Contractor** shall maintain vigilance and take all reasonable precautions to protect the furniture, fixtures, equipment, materials or supplies in its custody against damage or loss by fire, burglary, theft, disappearance, vandalism or misuse. In the event of burglary, theft, vandalism or disappearance of any item of furniture, fixtures, equipment, materials or supplies, the **Contractor** shall immediately notify the police and make a record thereof, including a record of the results of any investigation which may be made thereon. In the event of loss of or damage to any item of furniture, fixtures, equipment, materials or supplies from any cause, the **Contractor** immediately shall send the **County** a detailed, written report thereon.

(f) Disposition of Property in Contractor's Custody

Upon termination of the **County's** funding of the Program covered by this Agreement or by any renewal hereof, or at any other time that the **County** may direct, the **Contractor** shall make access available and render all necessary assistance for physical removal by the **County** or its designee of any or all furniture, removable fixtures, equipment, materials or supplies in the **Contractor's** custody in which the **County** has a proprietary interest, in the same condition as such property was received by the **Contractor**, reasonable wear and tear excepted. Any disposition, settlements or adjustments connected with such property shall be in accordance with the rules and regulations of the **County** and the State of New York.

31. EXHIBITS

The following additional Exhibits are attached to and made part of this Agreement:

- B. Work Plan and Proposal
- C. Report Format
- D. Budget
- Suffolk County Legislative Requirements for Contracts

32. LIVING WAGE LAW

The Consultant represents and warrants that it has read and is familiar with the requirements of Section 6 of Chapter 347 of the Suffolk County Local Law No. 12-2001, the Living Wage Law, attached hereto as part of the "Suffolk County Legislative Requirements Exhibit for Contracts" and made a part hereof.

33. CHILD SEXUAL ABUSE REPORTING POLICY

The Consultant agrees to comply with the Suffolk County Child Sexual Abuse Reporting Policy, Chapter 577, Article IV, of the Suffolk County Code, attached hereto as part of the "Suffolk County Legislative Requirements Exhibit for Contracts" and made a part hereof, as now in effect or amended hereafter or of any other Suffolk County Local Law that may become applicable during the term of this Agreement with regard to child sexual abuse reporting policy.

34. SUFFOLK COUNTY PUBLIC DISCLOSURE STATEMENT

The Consultant represents and warrants that it has filed with the Comptroller of Suffolk County the verified public disclosure statement required by Suffolk County Administrative Code Section A5-7 and shall file an update of such statement with the said Comptroller on or before the 31st day of January in each year of this Agreement's duration. The Consultant acknowledges that such filing is a material, contractual and statutory duty and that the failure to file such statement shall constitute a material breach of this Agreement, for which the County shall be entitled, upon a determination that such breach has occurred, to damages, in addition to all other legal remedies, of fifteen percent (15%) of the amount of the Agreement. (Such filing is not required if the Consultant is a not-for-profit corporation.)

35. CERTIFICATION

The parties to this Agreement hereby certify that, other than the funds provided in this Agreement and other valid Agreements with the County, there is no known relationship within the third degree of consanguinity, life partner, or business, commercial, economic, or financial relationship between the parties, the

signatories to this Agreement, and any partners, members, directors, or shareholders of more than five per cent (5%) of any party to this Agreement.

36. MERGER; NO ORAL CHANGES

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

– End of Text of Exhibit A –

EXHIBIT B

SUFFOLK COUNTY STOP-DWI

2005 WORK PLAN
Town of Riverhead

The Primary goal of this project is the suppression of drunk driving through intensified police patrols to identify vehicle and traffic violations related to drunk driving. This will result in an increased number of arrests for driving while intoxicated and a reduction of alcohol related crashes and fatalities.

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

--- End of Exhibit B ---

Exhibit C
Monthly Expenditure Report

Program Title: _____ From: _____ To: _____
 To: Suffolk County STOP-DWI Program Contract Period: From: _____ To: _____

Project Budget Category	Budgeted Amount	Expended this Month	Total Expended to Date	Balance Remaining
PERSONAL SERVICES				
WAGES/SALARIES	\$	\$	\$	\$
FRINGE BENEFITS	\$	\$	\$	\$
SUBTOTAL	\$	\$	\$	\$
OTHER THAN PERSONAL SERVICES				
SUPPLIES/MATERIALS	\$	\$	\$	\$
TRAVEL	\$	\$	\$	\$
EQUIPMENT PURCHASE	\$	\$	\$	\$
ALL OTHER COSTS	\$	\$	\$	\$
SUB TOTAL	\$	\$	\$	\$
TOTAL PROJECT COSTS				

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

Project Director or Fiscal Officer: _____ Date: ____/____/____
 Signature and Title

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

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

Suffolk County STOP-DWI Monthly Arrest Report

Reporting Agency: _____ Month: _____ Year: _____

Total # of persons charged with 1192 Violations: _____

Total # of charges for :

1192.1 _____
 1192.2 _____
 1192.2 & 3 _____
 1192.3 _____
 1192.4 _____

Total:
 Males _____
 Females _____

Total 1192 Violations by age groups:

Under 18 _____
 18 _____
 19 _____
 20 _____
 21-24 _____
 25-29 _____
 30-34 _____
 35-39 _____
 40-44 _____
 45-49 _____
 50-54 _____
 55-59 _____
 60-64 _____
 65-69 _____
 70 & Over _____

Total 1192 Violations by Day of Week

Sunday _____
 Monday _____
 Tuesday _____
 Wednesday _____
 Thursday _____
 Friday _____
 Saturday _____

Total 1192 Violations by B.A.C.

of refusals _____
 # of "results unavail." _____
 .05 _____ .18 _____
 .06 _____ .19 _____
 .07 _____ .20 _____
 .08 _____ .21 _____
 .09 _____ .22 _____
 .10 _____ .23 _____
 .11 _____ .24 _____
 .12 _____ .25 _____
 .13 _____ .26 _____
 .14 _____ .27 _____
 .15 _____ .28 _____
 .16 _____ .29 _____
 .17 _____ .30 or greater _____

Total 1192 Violations by time intervals:

6:01am to 6:00 pm _____
 6:01pm to 9:00 pm _____
 9:01pm to 12:00 am _____
 12:01 am to 3:00 am _____
 3:01 am to 6:00 am _____

EXHIBIT D

SUFFOLK COUNTY STOP-DWI

2005 BUDGET SUMMARY
Town of Riverhead

ITEMIZED EXPENDITURE CATEGORIES	SOURCE OF FUNDS		
	STOP-DWI SHARE	TOWN SHARE	TOTAL SHARE
A. Personnel Services – Salaries	\$25,000.00	-0-	\$25,000.00
Fringe Benefits	-0-	-0-	-0-
Police Officer(s) at various rates established by public employees contracts			
Total of Personnel Services	\$25,000.00	-0-	\$25,000.00
B. Commodities			
Equipment	-0-	-0-	-0-
Total Commodities Cost	-0-	-0-	-0-
Total Personnel Services and Commodities	\$25,000.00	-0-	\$25,000.00

The total amount of this contract is to be expended on or prior to 12/31/05 in accordance with the submitted Work Plan or any approved revisions/modifications to the Work Plan and/or Budget as provided by the contract between the County and the Municipality.

All other costs related to administration, staff support and related operational equipment are in-kind contributed by the Municipality.

--- End of Exhibit D ---

Suffolk County Legislative Requirements Exhibit for Contracts

This exhibit is attached to and is made part of the contract executed with the County.

I Suffolk County Living Wage Requirements

"Suffolk County Living Wage Requirements Exhibit (2 pages).

Suffolk County Department of Labor - Living Wage Unit
Certification/Declaration – Subject to Audit
Form LW-38 (consists of 1 page)

II Child Sexual Abuse Reporting Policy

- Chapter 577, Article IV, of the Suffolk County Code entitled "Child Sexual Abuse Reporting Policy" (3 pages).

III Gratuities

- Chapter 386 of the Suffolk County Code, entitled "Political Parties, Gifts to Officials OP" (2 pages).

IV Contractor's/Vendor's Public Disclosure Statement Form SCEX 22; rev. 3/30/04 (form consists of three pages; requires signature & notarization)

Note: The Contractor's/Vendor's Public Disclosure Statement Form SCEX 22; rev. 3/30/04, references the following law, which is included with this Exhibit.

- Suffolk County Administrative Code Section A5-7 (consists of 3 pages).

Suffolk County Living Wage Documents

Suffolk County Living Wage Requirements Exhibit
As Last Revised by the Suffolk County Department of Labor on 5/12/04

Suffolk County Living Wage Requirements Exhibit
As Last Revised by the Suffolk County Department of Labor on 5/12/04

Pursuant to Section 6 of Chapter 347 of the Suffolk County Local Law No. 12-2001, "A Local Law to Implement Living Wage Policy for the County of Suffolk" (the "Living Wage Law"), all RFPs, County contracts and financial assistance agreements subject to the law shall contain the following two paragraphs or substantially equivalent language:

This Agreement is subject to the Living Wage Law of the County of Suffolk. The law requires that, unless specific exemptions apply all employers (as defined) under service contracts and recipients of County financial assistance, (as defined) shall provide payment of a minimum wage to employees as set forth in the Living Wage Law. Such rate shall be adjusted annually pursuant to the terms of the Suffolk County Living Wage Law of the County of Suffolk.

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

Suffolk County Local Law No. 18-2002, "A Local Law to Implement Living Wage Policy for the County of Suffolk" provided for certain amendments to the Living Wage Law.

Forms for Completion and/or Signature (as applicable)

- **Suffolk County Department of Labor – Living Wage Unit
Notice of Application for County Assistance (Contract)
Form LW-1 (consists of 1 page)**
- **Suffolk County Department of Labor - Living Wage Unit
Certification/Declaration – Subject to Audit
Form LW-38 (consists of 1 page) (Replaces LW2, LW3 and LW33)**
- **Suffolk County Department of Labor – Living Wage Unit
Request for General Living Wage Exemption
Form LW-4 (consists of 1 page)**
- **Suffolk County Department of Labor – Living Wage Unit
Request for Specific Living Wage Exemption
Form LW-5 (consists of 2 pages)**

Suffolk County Living Wage Requirements Exhibit
As Last Revised by the Suffolk County Department of Labor on 5/12/04

Note: Pursuant to Section 7 of Local Law No.18- 2002, "A Local Law to Implement Living Wage Policy for County of Suffolk", all covered employers subject to the provisions of the Living Wage Law shall submit a completed and sworn (under penalty of perjury) Certification/Declaration – Subject to Audit Form LW-38, signed by an authorized representative, as part of an executed contract with the County of Suffolk. The complete Certification/Declaration – Subject to Audit Form LW-38 shall be made a part of any executed contract or project agreement and made available to the public upon request.

- To certify Living Wage compliance: Return Forms LW-1 and LW-38.
or
 - To certify non-applicability of Living Wage law: Return Form LW-38.
or
 - To request and document a general living wage exemption: Return Forms LW-1, LW-38 and LW-4.
or
 - To request and document a specific living wage exemption: Return Forms LW-1, LW-38 and LW-5.
-

- In the event that there is a change in circumstances, it is the Contractor's responsibility to submit to the County additional Living Wage forms which either replace or supplement prior submissions of Living Wage forms.
- Living Wage Law Information Fact Sheet, text of the Local Law, Frequently Asked Questions, Forms, and Rules and Regulations can be found on the Suffolk County web site at www.co.suffolk.ny.us

Click: Department Directory
Labor
Living Wage Law Info

- Suffolk County Department of Labor Living Wage Unit Tel. (631) 853-3808

End of Text for Suffolk County Living Wage Requirements Exhibit
As Last Revised by the Suffolk County Department of Labor on 5/12/04

SUFFOLK COUNTY DEPARTMENT OF LABOR – LIVING WAGE UNIT
LIVING WAGE CERTIFICATION/DECLARATION – SUBJECT TO AUDIT

If either of the following definitions of 'assistance' (*Living Wage Law Chapter 347 – 2*) applies to the contractor's/beneficiary's business or transaction with Suffolk County, the contractor/beneficiary must complete Sections 1, 3, 4 below; and Form LW-1 (Notice of Application for County Assistance). If the following definitions do not apply, the contractor/beneficiary must complete Sections 2, 3 and 4 below. Completed forms must be submitted to the awarding agency.

"Any grant, loan, tax incentive or abatement, bond financing subsidy or other form of assistance of more than \$50,000 which is realized by or provided to an employer of at least ten (10) employees by or through the authority or approval of the County of Suffolk," or

"Any service contract or subcontract let to a contractor with ten (10) or more employees by the County of Suffolk for the furnishing of services to or for the County of Suffolk (except contracts where services are incidental to the delivery of products, equipment or commodities) which involve an expenditure equal to or greater than \$10,000. For the purposes of this definition, the amount of expenditure for more than one contract for the same service shall be aggregated. A contract for the purchase or lease of goods, products, equipment, supplies or other property is not an 'assistance' for the purposes of this definition."

Section I

Check if applicable

The *Living Wage Law* applies to this contract. I/we hereby agree to comply with all the provisions of Suffolk County Local Law No. 12-2001, the Suffolk County *Living Wage Law* (the Law) and, as such, will provide to all full, part-time or temporary employed persons who perform work or render services on or for a project, matter, contract or subcontract where this company has received Assistance, from the County of Suffolk as defined in the Law (Assistance) a wage rate of no less than \$9.29 (\$7.75 for child care providers) per hour worked with health benefits, as described in the Law, or otherwise \$10.58 (\$9.00 for child care providers) per hour or the rates as may be adjusted annually in accordance with the Law. (Chapter 347-3 B)

I/we further agree that any tenant or leaseholder of this company that employs at least ten (10) persons and occupies property or uses equipment or property that is improved or developed as a result of Assistance or any contractor or subcontractor of this company that employs at least ten (10) persons in producing or providing goods or services to this company that are used in the project or matter for which this company has received Assistance shall comply with all the provisions of the Law, including those specified above. (Chapter 347-2)

I/we further agree to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with regulations under this Chapter of the Suffolk County Code, investigating employee complaints of noncompliance and evaluating the operation and effects of this Chapter, including the production for inspection & copying of payroll records for any or all employees for the term of the contract or for five (5) years, whichever period of compliance is longer. All payroll and benefit records required by the County will be maintained for inspection for a similar period of time. (Chapter 347-7 D)

The County Department of Labor shall review the records of any Covered Employer at least once every three years to verify compliance with the provisions of the Law. (Chapter 347-4 C)

Section II

Check if applicable

The *Living Wage Law* does not apply to this contract for the following reason(s): _____

Section III

Contractor Name: _____	Federal Employer ID#: _____
Contractor Address: _____	Amount of Assistance: _____
Contractor Phone #: _____	Vendor #: _____

Description of project or service: _____

Section IV

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

Authorized Signature _____

Date _____

Print Name and Title of Authorized Representative _____

II

Child Sexual Abuse Reporting Policy

§ 577-16. Policy established.

The County of Suffolk hereby establishes a formal child sexual abuse reporting policy as follows:

- A. Each County Department that has a contract or agreement with any individual, partnership, corporation, joint venture, business organization, or other entity which receives payments from the County of Suffolk, either directly or as a conduit for payment from another level of government, shall notify such individual, partnership, corporation, joint venture, business organization, or other entity that Suffolk County requires full compliance with the reporting and disclosure provisions of Subsection C of this section, as a condition precedent to receipt of such payment and continuing receipt of such payment, in those instances in which an allegation has been made of sexual abuse of a minor by any employee or member of such contract vendor, including any member of the clergy, involving any of the following sex offenses:
- (1) Rape in the third degree, § 130.25 (less than 17 years old) of the New York Penal Law;
 - (2) Rape in the second degree, § 130.30 (less than 14 years old) of the New York Penal Law;
 - (3) Rape in the first degree, § 130.35 (less than 11 years old) of the New York Penal Law;
 - (4) Sodomy in the third degree, § 130.40 (less than 17 years old) of the New York Penal Law;
 - (5) Sodomy in the second degree, § 130.45 (less than 14 years old) of the New York Penal Law;
 - (6) Sodomy in the first degree, § 130.50 (less than 11 years old) of the New York Penal Law;
 - (7) Sexual abuse in the third degree, § 130.55 (less than 17 years old) of the New York Penal Law;
 - (8) Sexual abuse in the second degree, § 130.60 (less than 14 years old) of the New York Penal Law;
 - (9) Sexual abuse in the first degree, § 130.65 (less than 11 years old) of the New York Penal Law;
 - (10) Aggravated sexual abuse in the third degree, § 130.66 (less than 11 years old) of the New York Penal Law;
 - (11) Aggravated sexual abuse in the second degree, § 130.67 (less than 11 years old) of the New York Penal Law;
 - (12) Aggravated sexual abuse in the first degree, § 130.70 (less than 11 years old) of the New York Penal Law;
 - (13) Course of sexual conduct against a child in the first degree, § 130.75 (less than 11 years old) of the New York Penal Law; and
 - (14) Course of sexual conduct against a child in the second degree, § 130.80 (less than 11 years old) of the New York Penal Law;
 - (15) Sexual misconduct, § 130.20 (sexual intercourse without consent) of the New York Penal Law;
 - (16) Forcible touching, § 130.52 (sexual or intimate parts) of the New York Penal Law;
 - (17) Persistent sexual abuse, § 130.53 (two or more convictions within the past 10 years for less than 17 years old or 14 years old) of the New York Penal Law;
 - (18) Aggravated sexual abuse in the fourth degree, § 130.65a (less than 17 years old) of the New York Penal Law;
 - (19) Female genital mutilation, Section 130.85 (less than 18 years old, nonmedical procedure) of the New York Penal Law;
 - (20) Facilitating a sex offense with a controlled substance, § 130.90 (without consent to commit a felony) of the New York Penal Law.
- B. Definitions. For the purposes of this article, the following terms shall have the meanings indicated:

CLERGY -- A duly authorized bishop, pastor, rector, priest, rabbi, minister, imam, nun, or a person having authority from, or in accordance with, the rules and regulations of the governing ecclesiastical body of the denomination or order, if any, to which the church belongs, or otherwise from the church, synagogue, or mosque to preside over and direct the spiritual affairs of the church, synagogue, or mosque, as the case may be.

MINOR -- Anyone under the age of 18 years of age;

C. All supervisory, administrative, or management employees of any individual, partnership, corporation, joint venture, business organization, or other entity receiving payment from the County of Suffolk, either directly or as a conduit for payment from another level of government, under agreement or contract with the County of Suffolk, shall report or cause a report to be made to 911 or the pertinent village, town, or county Police Department when he/she, or it has reasonable cause to suspect that a minor coming before them is or has been the victim of sexual abuse, or when another person or clergy person comes before them and states from personal knowledge facts, conditions, or circumstances which, if correct, would render the minor a victim of sexual abuse under any of the following sex offenses, said reporting to occur within 24 hours after forming the reasonable cause or first learning of the allegations: [Amended 8-28-2002 by Res. No. 819-2002]

- (1) Rape in the third degree, § 130.25 (less than 17 years old) of the New York Penal Law;
- (2) Rape in the second degree, § 130.30 (less than 14 years old) of the New York Penal Law;
- (3) Rape in the first degree, § 130.35 (less than 11 years old) of the New York Penal Law;
- (4) Sodomy in the third degree, § 130.40 (less than 17 years old) of the New York Penal Law;
- (5) Sodomy in the second degree, § 130.45 (less than 14 years old) of the New York Penal Law;
- (6) Sodomy in the first degree, § 130.50 (less than 11 years old) of the New York Penal Law;
- (7) Sexual abuse in the third degree, § 130.55 (less than 17 years old) of the New York Penal Law;
- (8) Sexual abuse in the second degree, § 130.60 (less than 14 years old) of the New York Penal Law;
- (9) Sexual abuse in the first degree, § 130.65 (less than 11 years old) of the New York Penal Law;
- (10) Aggravated sexual abuse in the third degree, § 130.66 (less than 11 years old) of the New York Penal Law;
- (11) Aggravated sexual abuse in the second degree, § 130.67 (less than 11 years old) of the New York Penal Law;
- (12) Aggravated sexual abuse in the first degree, § 130.70 (less than 11 years old) of the New York Penal Law;
- (13) Course of sexual conduct against a child in the first degree, § 130.75 (less than 11 years old) of the New York Penal Law; and
- (14) Course of sexual conduct against a child in the second degree, § 130.80 (less than 11 years old) of the New York Penal Law;
- (15) Sexual misconduct, § 130.20 (sexual intercourse without consent) of the New York Penal Law;
- (16) Forcible touching, § 130.52 (sexual or intimate parts) of the New York Penal Law;
- (17) Persistent sexual abuse, § 130.53 (two or more convictions within the past 10 years for less than 17 years old or 14 years old) of the New York Penal Law;
- (18) Aggravated sexual abuse in the fourth degree, § 130.65a (less than 17 years old) of the New York Penal Law;
- (19) Female genital mutilation, § 130.85 (less than 18 years old non-medical procedure) of the New York Penal Law;
- (20) Facilitating a sex offense with a controlled substance, § 130.90 (without consent to commit a felony) of the New York Penal Law;

- D. Whenever a clergy person is required to report under this article, in his or her capacity as a member of the clergy, he or she shall immediately notify the person in charge of such church, synagogue, or mosque, or his or her designated agent, who shall then also become responsible to report or cause reports to be made to 911 or the pertinent village, town, or county Police Department when he or she has reasonable cause to suspect that a minor coming before them is or has been the victim of sexual abuse, or when another clergy person comes before them and states from personal knowledge facts, conditions, or circumstances which, if correct, would render the minor a victim of sexual abuse. [Amended 8-28-2002 by Res. No. 819-2002]
- E. No information derived from a confession or confidential communication to a clergyman shall be disclosed pursuant to the requirements of this article if the confession or confidence is made to the clergyman in his or her professional capacity as a spiritual advisor, unless the person so confessing or confiding waives this privilege.
- F. All contract vendors covered by this article shall inform all of their employees in writing as to the disclosure requirements of this article and shall also inform them that each of them must report any allegations of child abuse covered in paragraph (A) of the 1st RESOLVED clause of this article to supervisory, management, or designated administrative personnel of the employer.

§ 577-17. Failure to comply; penalties for offenses.

Failure to comply with the terms and conditions of this article shall result in the following:

- A. First violation: the contract vendor shall be issued a warning and all supervisory, administrative, and management employees of such contract vendor shall be required to attend a child sexual abuse prevention/education workshop provided by a contract agency approved by the County of Suffolk via duly enacted resolution, which workshop shall include specific skills for adults to help prevent childhood sexual abuse; skills that adults can teach children to help protect themselves from childhood sexual abuse; skills for detecting the signs of childhood sexual abuse; and how to report allegations of childhood sexual abuse. The cost of this training shall be paid for by the contract vendor. In addition, the contract vendor shall submit a corrective plan of action to the Suffolk County Office of Labor Relations.
- B. Second violation within a three-year period subsequent to a first violation: the contract vendor shall be subject to a fine of 10% percent of the contracts that the pertinent violating individual supervisor, manager, or administrator oversees, not to exceed \$50,000. In addition, the contract vendor shall be put on probation for three years. An annual review shall be conducted by the Suffolk County Department of Audit and Control.
- C. Third violation within a three-year period subsequent to a first violation: the termination of the agreements with such individual, partnership, corporation, joint venture, business organization, or other entity overseen by the pertinent violating individual supervisor, manager, or administrator and the withholding of all payments to said individual, partnership, corporation, joint venture, business organization, or other entity for such agreements regardless of whether such payments are for past or future goods or services. The contract vendor shall not be eligible for funding from the County for three years from the date of such termination.

§ 577-18. Authority to issue rules and regulations.

The Suffolk County Department of Law is hereby authorized, empowered, and directed to issue and promulgate such rules and regulations as shall be deemed necessary and appropriate to implement the provisions of this article.

III

Gratuities

CHAPTER 386

POLITICAL PARTIES, GIFTS TO OFFICIALS OF

- § 386-1. Definitions.
- § 386-2. Prohibited acts.
- § 386-3. Clause required in all contracts.
- § 386-4. Penalties for offenses.
- § 386-5. Excepted contributions.

[HISTORY: Adopted by the Suffolk County Legislature 12-9-80 as L.L. No. 32-1980. Amendments noted where applicable.]

§386-1. Definitions.

As used in this chapter, the following terms shall have meanings indicated:

AGREEMENT -Any written or oral contract or any implied contract, including but not limited to a contract for the sale of goods or services, a construction contract or a lease or contract relating to real or personal property. The term "agreement" shall also include any transaction whereby a person agrees to sell goods or services, or both, to the county pursuant to a successful bid.

GRATUITY -Any money, benefit, entertainment, gift or any other consideration whatsoever.

OFFICIAL OF A POLITICAL PARTY -A party officer as defined by §1-104, Subdivision 5, of the Election Law.

PERSON -Any individual, partnership, firm, corporation or other legal entity, as well as their employees, agents or representatives.

POLITICAL PARTY -A party as defined by § 1-104, Subdivision 3, of the Election Law.

§ 386-2. Prohibited acts.

- A. It shall be a crime for any person to offer or give any gratuity to an official of any political party with the purpose of intent of securing or obtaining an agreement with the County of Suffolk or securing favorable treatment with respect to the awarding or amending of such agreement or the making of any determination with respect to the performance of an agreement.

SUFFOLK COUNTY ADMINISTRATIVE CODE SECTION A5-7

§ A5-7. Contractors and vendors required to submit full disclosure statement. [Derived from L.L. No. 14-1976, as amended 2-27-1979 by L.L. No. 6-1979]

A. Definitions. As used in this section, the following terms shall have the meanings indicated:

CONTRACT - Any written agreement between Suffolk County and a contractor or vendor to do or perform any kind of labor, service, purchase, construction or public work, unless the contract is for a federally or state-aided, in whole or in part, program required to be bid pursuant to § 103 of the New York General Municipal Law. **[Amended 6-29-1993 by L.L. No. 28-1993¹]**

NOTE: L.L. No. 28-1993 also provided as follows:

Section 1. Legislative Intent.

This Legislature hereby finds and determines that Suffolk County's comprehensive Contractor/Vendor Public Disclosure Statement Law currently applies to a broad array of contracts that exceed one thousand dollars (\$1,000.) in value, subject to exemptions for contractors doing business with the County Department of Social Services; hospitals; educational, medical, and governmental entities; and not-for-profit corporations.

This Legislature further finds and determines that these exemptions prevent full disclosure of important information that may be useful to elected county officials in determining whether or not specific types of contracts are in the public interest, especially in light of recent trends towards privatization and use of outside consultants on an increased basis by municipalities.

Therefore, the purpose of this law is to eliminate many of the exemptions from completing and filing verified public disclosure statements with the County Comptroller available to certain contractors providing social services or health services contracts.

CONTRACTOR or VENDOR [Amended 12-18-1990 by L.L. No. 41-1990²; 6-29-1993 by L.L. No. 28-1993³] -

Any proprietorship, partnership or closely held corporation which has a contract with Suffolk County in excess of one thousand dollars (\$1,000.) or which has three (3) or more contracts with Suffolk County, any three (3) of which, when combined, exceed one thousand dollars (\$1,000.), except:

(1) Hospitals.

(2) Educational or governmental entities.

¹ Editor's Note: This local law was adopted by the legislature after disapproval by the Executive on 5-26-1993.

² Editor's Note: This local law was adopted by the Legislature after disapproval by the Executive on 12-13-1990. See the note at § A4-12.

³ Editor's Note: This local law was adopted by the Legislature after disapproval by the Executive on 5-26-1993. See note above.

(3) Not-for-profit corporations.

(4) Contracts providing for foster care, family day-care providers or child protective consulting services.

FULL DISCLOSURE CLAUSE - A proviso to be included as a material part of a contract imposing upon the contractor or vendor a material, contractual and statutory duty to file a verified public disclosure statement.

VERIFIED PUBLIC DISCLOSURE STATEMENT - A declaration, the contents of which are acknowledged before a notary public, containing information required under this section.

- B. A full disclosure clause is to be included in all future contracts between Suffolk County and a contractor or vendor. Such full disclosure clause shall constitute a material part of the contract.
- C. Notice of the full disclosure clause shall be included and made a part of the specifications, if any, which are submitted to interested potential bidders.
- D. Each contractor or vendor shall file a verified public disclosure statement with the Comptroller of Suffolk County as soon as practicable prior to being awarded the contract. An updated disclosure statement shall be filed by the contractor or vendor with the Comptroller by the 31st day of January in each year of the contract's duration. It shall be the duty of the Comptroller to accept and file such statements.
- E. No contract shall be awarded to any contractor or vendor, as defined in this section, unless prior to such award a verified public disclosure statement is filed with the Comptroller as provided in this section. Any verified public disclosure statement containing fraudulent information shall constitute, for all purposes, a failure to file such statement in the first instance.
- F. The verified public disclosure statement required by this section shall include:
- (1) A complete list of the names and addresses of those individual shareholders holding more than five-percent interest in the firm.
 - (2) The table of organization for the company shall include the names and addresses of all individuals serving on the board of directors or comparable body, the names and addresses of all partners and the names and addresses of all corporate officers. The contractor or vendor shall conspicuously identify any such person in this table of organization who is an officer or an employee of Suffolk County.

- (3) A complete financial statement listing all assets and liabilities as well as a profit-and-loss statement, certified by a certified public accountant. Such statement shall be the most current available and in no event shall have been prepared more than six (6) months prior to the date of the filing of the bid. No financial statement or profit-and-loss statement shall be required from any contractor or vendor having fifty percent (50%) or more of their gross revenues from sources other than the County of Suffolk.
- G. A separate folio for each company shall be maintained alphabetically for public inspection by the Comptroller.
- H. Remedies. The failure to file a verified public disclosure statement as required under this section shall constitute a material breach of contract. Suffolk County may resort, use or employ any remedies contained in Article 2 of the Uniform Commercial Code of the State of New York. In addition to all legal remedies, Suffolk County shall be entitled, upon a determination that a breach has occurred, to damages equal to fifteen percent (15%) of the amount of the contract.
- I. Under no circumstances shall the county be precluded from invoking any remedy contained in the preceding section by reason of its failure to invoke promptly its remedies.

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

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

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

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

8. Does contractor/vendor derive 50% or more of its total revenues from its contractual or vendor relationship with Suffolk County? Yes No.
9. If you answered yes to 8 above, you must submit with this disclosure statement, a complete financial statement listing all assets and liabilities as well as a profit and loss statement. These statements must be certified by a Certified Public Accountant. (Strike this out if not applicable.)
10. The undersigned shall include this Contractor's/Vendor's Public Disclosure Statement with the contract. (Describe general nature of the contract.) _____

11. **Remedies.** The failure to file a verified public disclosure statement as required under local law shall constitute a material breach of contract. Suffolk County may resort, use or employ any remedies contained in Article II of the Uniform Commercial Code of the State of New York. In addition to all legal remedies, Suffolk County shall be entitled, upon a determination that a breach has occurred, to damages equal to fifteen percent (15%) of the amount of the contract.
12. If you are one of the entities listed below at a) through c) or you qualify under d) below, you are exempt from completing paragraphs numbered 1 through 11 herein:
- a) Hospital
 - b) Educational or governmental entities
 - c) Not-for-profit corporations
 - d) Contracts providing for foster care, family day-care providers or child protective services

Please check to the left side of the appropriate exemption.

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

Dated: _____ Signed: _____
 Printed Name of Signer: _____
 Title of Signer: _____
 Name of Contractor/Vendor: _____

UNIFORM CERTIFICATE OF ACKNOWLEDGMENT
(Within New York State)

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

On the ____ day of _____ in the year 2004 before me, the undersigned, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies) and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

 (signature and office of individual taking acknowledgement)

February 15, 2005

Adopted

TOWN OF RIVERHEAD

RESOLUTION # 140

AUTHORIZES THE TOWN CLERK TO PUBLISH AND POST
A NOTICE TO BIDDERS FOR THE
CONSTRUCTION OF A BOAT LAUNCHING FACILITY AT
CREEK ROAD, WADING RIVER

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

RESOLVED, that the Town Clerk be and is hereby authorized to post and publish the
attached Notice to Bidders in the February 24, 2005 issue of the official Town
newspaper; and

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

THE VOTE

Bartunek yes ___ no Sanders yes ___ no
Blass yes ___ no Densieski yes ___ no
Cardinale yes ___ no

THE RESOLUTION WAS ___ WAS NOT
THEREFORE DULY ADOPTED

**TOWN OF RIVERHEAD
NOTICE TO BIDDERS**

Sealed proposals will be received by the Town of Riverhead at the Office of the Town Clerk, Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York until 11:00 am on March 18, 2005.

Specifications may be examined and/or obtained on or about March 4, 2005 at the Office of the Town Clerk between the hours of 8:30 am and 4:30 pm weekdays, except holidays.

A fee of \$50.00 will be required for each copy of the contract documents.

Each proposal must be submitted on the form provided in a sealed envelope clearly marked "Boat Launching Facility at Creek Road" and must be accompanied by a bid surety as stated in the Instructions to Bidders.

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

BY ORDER OF THE RIVERHEAD TOWN BOARD
Barbara A. Grattan, Town Clerk
Riverhead, New York 11901

Dated: February 15, 2005

February 15, 2005

TOWN OF RIVERHEAD

Adopted

Resolution # 41

AUTHORIZES TOWN CLERK TO PUBLISH AND POST NOTICE OF PUBLIC HEARING TO CONSIDER A LOCAL LAW TO AMEND CHAPTER 108 OF THE RIVERHEAD TOWN CODE ENTITLED "ZONING" - DEFINITIONS

COUNCILMAN BARTUNEK

offered the following resolution which

was seconded by COUNCILWOMAN BLASS

BE IT

RESOLVED, that the Town Clerk be authorized to publish and post the attached notice to consider a local law to amend Chapter 108 of the Riverhead Town Code entitled "Zoning" (108-3 Definitions) once in the February 17th, 1005 edition of the Traveler Watchman, designated as the official newspaper of the Town of Riverhead, also to cause a copy of the proposed amendment to be posted on the signboard of the Town, and

BE IT FURTHER

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

planning/floorarea.tb

THE VOTE

Bartunek yes ___ no Sanders yes ___ no
Blass yes ___ no Densieski yes ___ no
Cardinale yes ___ no

THE RESOLUTION WAS ___ WAS NOT
THEREFORE DULY ADOPTED

**TOWN OF RIVERHEAD
NOTICE OF PUBLIC HEARING**

PLEASE TAKE NOTICE, that a public hearing will be held on the 1st day of March, 2005 at 7:10o'clock p.m. at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York to consider a local law to amend Chapter 108 of the Riverhead town code entitled "Zoning" to provide for the following definitions:

FLOOR AREA, GROSS – The sum of the horizontal areas of all floors of a building, including interior balconies and mezzanines, but excluding uncovered exterior balconies, decks or porches. All horizontal dimensions of each floor are to be measured from the exterior faces of the walls of each such floor, including all roofed-over areas, or from the center line of party walls with any adjoining building. In computing gross floor area, attic space having a headroom of less than seven feet, six inches, cellar and basement space, floor space used exclusively for mechanical equipment and building maintenance or service purposed (e.g. elevators, HVAC, required stairways, public restrooms, etc.), and floor space used for off-street parking and/or loading purposed shall be excluded. Notwithstanding the foregoing, that portion of gross floor area comprising any covered plaza or similar pedestrian common area amenity which is not used directly for commercial purposes shall be excluded in calculating required off-street parking an loading spaces, except for any kiosk or similar commercial facility, the area of which shall be included.

FLOOR AREA RATIO – The gross floor area of all buildings on a lot, including accessory buildings, divided by the total lot area.

DATED: February 15, 2005
Riverhead, New York

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD

BARBARA GRATTAN, TOWN CLERK

February 15, 2005

Adopted

TOWN OF RIVERHEAD

AUTHORIZES TOWN CLERK TO PUBLISH & POST
NOTICE TO BIDDERS FOR CORROSION CONTROL CHEMICAL

RESOLUTION # 142

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

RESOLVED, that the Town Clerk be and is hereby authorized to publish and post the
attached Notice to Bidders for corrosion control chemical; and be it further

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

THE VOTE

Bartunek yes ___ no ___ Sanders yes ___ no ___
Blass yes ___ no ___ Densieski yes ___ no ___
Cardinale yes ___ no ___

THE RESOLUTION WAS ___ WAS NOT
THEREFORE DULY ADOPTED

**TOWN OF RIVERHEAD
NOTICE TO BIDDERS**

Sealed bids for the purchase of CORROSION CONTROL CHEMICAL for use by the **TOWN OF RIVERHEAD** will be received by the Town Clerk of the Town of Riverhead at Town Hall, 200 Howell Avenue, Riverhead, New York, 11901, until 11:10 a.m. on **March 9, 2005**.

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

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

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

All bids are to be submitted in a sealed envelope bearing the designation **BID FOR CORROSION CONTROL CHEMICAL**.

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD

Barbara Grattan, Town Clerk

COMPANY NAME: _____

CORROSION\RWD

February 15, 2005

Adopted

TOWN OF RIVERHEAD

AUTHORIZES TOWN CLERK TO PUBLISH & POST NOTICE TO BIDDERS FOR DRY HYDRATED LIME (CALCIUM HYDROXIDE)

RESOLUTION # 143

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

RESOLVED, that the Town Clerk be and is hereby authorized to publish and post the attached Notice to Bidders for dry hydrated lime (calcium hydroxide); and be it further

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

THE VOTE

Bartunek yes ___ no Sanders yes ___ no
Blass yes ___ no Densieski yes ___ no
Cardinale yes ___ no

THE RESOLUTION WAS ___ WAS NOT THEREFORE DULY ADOPTED

**TOWN OF RIVERHEAD
NOTICE TO BIDDERS**

Sealed bids for the purchase of **DRY HYDRATED LIME (CALCIUM HYDROXIDE)** for use by the **TOWN OF RIVERHEAD** will be received by the Town Clerk of the Town of Riverhead at Town Hall, 200 Howell Avenue, Riverhead, New York, 11901, until 11:05 a.m. on **March 9, 2005.**

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

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

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

All bids are to be submitted in a sealed envelope bearing the designation **BIDS FOR DRY HYDRATED LIME.**

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD

Barbara Grattan, Town Clerk

COMPANY NAME: _____

2

February 15, 2005

Adopted

TOWN OF RIVERHEAD

AUTHORIZES TOWN CLERK TO PUBLISH & POST
NOTICE TO BIDDERS FOR WATER SERVICE MATERIALS

RESOLUTION # 144

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

RESOLVED, that the Town Clerk be and is hereby authorized to publish and post the
attached Notice to Bidders for Water Service Materials; and be it further

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

THE VOTE

Bartunek yes ___ no Sanders yes ___ no
Blass yes ___ no Densieski yes ___ no
Cardinale yes ___ no

THE RESOLUTION WAS ___ WAS NOT
THEREFORE DULY ADOPTED

**TOWN OF RIVERHEAD
NOTICE TO BIDDERS**

Sealed bids for the purchase of **WATER SERVICE MATERIALS** for use by the **TOWN OF RIVERHEAD** will be received by the Town Clerk of the Town of Riverhead at Town Hall, 200 Howell Avenue, Riverhead, New York, 11901, until 11:00 a.m. on **March 9, 2005**.

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

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

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

All bids are to be submitted in a sealed envelope bearing the designation **BIDS FOR WATER SERVICE MATERIALS**.

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD

Barbara Grattan, Town Clerk

February 15, 2005

Adopted

TOWN OF RIVERHEAD

Resolution # 145

AUTHORIZING THE TRANSFER OF COUNTY OWNED PROPERTY TO THE TOWN OF RIVERHEAD

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

WHEREAS, through tax default the County of Suffolk has acquired the real property known as 0600-101-2-7 in the Town of Riverhead; and

WHEREAS, the Town of Riverhead's intended use of the real property known as 0600-101-2-7 is for municipal use for road improvements; and

WHEREAS, this property may be transferred to the Town of Riverhead pursuant to General Municipal Law 72-h.

NOW THEREFORE BE IT RESOLVED, the Town Board of the Town of Riverhead hereby authorizes the Supervisor to take all necessary steps to take title to the tax default property known as 0600-101-2-7; and be it further.

RESOLVED, that the Town Clerk is hereby authorized to forward a certified copy of this resolution to County of Suffolk, Department of Planning Division of Real Estate, Patricia Zielenski, P.O. Box 6100, Hauppauge, New York 11788; Elaine Harrison, Office of the Suffolk County Treasurer, 330 Center Drive, Riverhead, New York 11901; Honorable Michael J. Caracciolo, Legislator, First District, 423 Griffing Avenue - Suite 200, Riverhead, New York, 11901; Kevin S. Law, Chief Deputy County Executive, Office of the County Executive, H. Lee Dennison Building, PO Box 6100, Hauppauge, NY 11788; Town Engineer; Highway Department; ; Assessor's Office; Tax Receiver's Office; the Supervisor's Office and the Town Attorney's Office.

THE VOTE

Bartunek yes ___ no Sanders yes ___ no
Blass yes ___ no Densieski yes ___ no
Cardinale yes ___ no

THE RESOLUTION WAS ___ WAS NOT

2/15/05

TOWN OF RIVERHEAD

Resolution # 146

SETS SALARIES FOR NON-CSEA PARTIME PERSONNEL RECREATION POSITIONS
AND SUMMER PERSONNEL SALARIES FOR 2005 FOR THE
RECREATION DEPARTMENT

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

RESOLVED, that the Town Board sets salaries for non-CSEA partime and summer personnel 2005 for the Recreation Department.

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

2

abatais

THE VOTE

Bartunek yes ___ no Sanders yes ___ no

Blass yes ___ no Densieski yes ___ no

Cardinale yes ___ no

THE RESOLUTION WAS ___ WAS NOT
THEREFORE DULY ADOPTED

² Rec. Doris: Proposed Non CSEA and Summer Salaries 2005

TOWN OF RIVERHEAD

SETS SALARIES OF VARIOUS RECREATION EMPLOYEES FOR THE YEAR 2005

RECREATION

Walter Breitenbach*	(71)	P/T Guard		\$13.6896
Meyer Segal*	(71)	P/T Guard		\$13.6896
Gilbert Henderson	(72)	P/T Guard	Level I	\$10.5850
Kenneth Drumm	(31)	P/T Guard	Level II	\$10.75
Philip Ponte	(72)	P/T Guard	Level I	\$10.5850
John Nowack	(72)	P/T Guard	Level I	\$10.5850
Frank Villanell	(31)	P/T Guard	Level II	\$10.75
Helga Guthy	(51)	P/T Gate Attendant	Level II	\$10.75
Steve Bartunek	(19)	P/T Park Attendant III	Level II	\$11.00
Christopher Doscinski	(19)	P/T Park Attendant II	Level III	\$11.00
Kenneth Drum	(19)	P/T Park Attendant II	Level III	\$11.00
Robert A. Fox	(19)	P/T Park Attendant II	Level III	\$11.00
Matthew Aug	(18)	P/T Park Attendant II	Level II	\$10.50
Meyer Segal	(29)	P/T Park Attendant II	Level I	\$9.50
Jon Kubacka	(18)	P/T Park Attendant II	Level II	\$10.50
John Nowack	(19)	P/T Park Attendant II	Level III	\$11.00
James Marengo	(29)	P/T Park Attendant I	Level IV	\$9.50
Carol Janecek	(18)	P/T Park Attendant II	Level II	\$10.50
Kimberly Hasty	(18)	P/T Park Attendant II	Level II	\$10.50
Jason Conklin	(18)	P/T Park Attendant II	Level II	\$10.50
Philip Ponte	(94)	P/T Park Attendant II	Level I	\$ 9.50
Kyle Stephenson	(94)	P/T Park Attendant I	Level IV	\$ 9.50
Doreen Jackson	(20)	P/T Rec Leader(Youth Sports)	Level II	\$12.75
David Spinella	(68)	P/T Rec Leader(Youth Sports)	Level I	\$12.50
Ben Butler	(20)	P/T Rec Leader(Youth Sports)	Level II	\$12.75
Donna Seymore	(20)	P/T Rec Leader (Youth Sports)	Level II	\$12.75
John Nowack*	(95)	P/T Asst Rec Leader (Skatepark)		\$16.0261
Philip Ponte *	(95)	P/T Asst Rec Leader (Skatepark)		\$16.0261
Jonathan Lorello	(29)	P/T Asst Rec Leader (Skatepark)	Level I	\$9.50
Derek Kielt	(18)	P/T Asst Rec Leader (Skatepark)	Level II	\$10.50
Kimberly Hasty	(18)	P/T Asst Rec Leader (Skatepark)	Level II	\$10.50
Rosa Gomez	(18)	P/T Asst Rec Leader (Skatepark)	Level II	\$10.50
Joseph Minuto	(94)	P/T Asst Rec Leader (Skatepark)	Level I	\$9.50
Meyer Segal	(17)	P/T Rec Aide (Skatepark)	Level I	\$ 7.50

Chris Barker	(04)	P/T Rec Aide (Skatepark)Level III	\$ 8.75
Joseph Baker	(17)	P/T Rec Aide (Youth Sports)Level I	\$ 7.50
James Marengo	(32)	P/T Rec Aide (Youth Sports)Level IV	\$ 8.25
Jeremiah Monahan	(32)	P/T Rec Aide (Youth Sports)Level IV	\$ 8.25
Kyle Stephenson	(32)	P/T Rec Aide (Youth Sports)Level IV	\$ 8.25
Eileen Belfield	(28)	P/T Rec Aide (Youth Sports)Level II	\$ 7.75
Carol Janecek	(28)	P/T Rec Aide (Youth Sports)Level II	\$ 7.75
Kiera Lehmann	(17)	P/T Rec Aide (Youth Sports)Level I	\$ 7.50
Kaitlyn Kelin	(17)	P/T Rec Aide (Youth Sports) Level I	\$ 7.50
Gabriela Seymore	(17)	P/T Rec Aide (Youth Sports) Level I	\$ 7.50
Greg Scanlon	(40)	P/T Rec Aide (Volleyball Official)	\$ 9.00
Jessica Serrana	(40)	P/T Rec Aide (Volleyball Official)	\$ 9.00
Don Devereaux	(40)	P/T Rec Aide (Volleyball Official)	\$ 9.00
Leslie Lawrence	(40)	P/T Rec Aide (Volleyball Official)	\$ 9.00
John Nowack	(05)	P/T Rec Aide (Volleyball Leader) Level II	\$10.25
Kimberly Hasty	(51)	P/T Rec Aide (Volleyball Leader) Level I	\$10.00
Mathew Aug	(51)	P/T Rec Aide (Scorekeeper) Leve IV	\$10.00
Jason Conklin	(40)	P/T Rec Aide (Scorekeeper) Level III	\$ 9.00
Kimberly Hasty	(08)	P/T Rec Aide (Scorekeeper) Level V	\$10.00
Rosemary Martilotta	(65)	P/T Rec Specialist (Yoga Instructor)	\$40.00
Jeanette Friscia	(44)	P/T Rec Specialist (Dog Obedience Instructor)	\$35.00
Melvin Eckstein	(44)	P/T Rec Specialist (Dance Instructor)	\$35.00
Vincent DeMasi	(67)	P/T Rec Specialist (Music Instructor)	\$30.00
Gail Benevente	(67)	P/T Rec Specialist (Dance Instructor)	\$30.00
Margaret Kozma	(67)	P/T Rec Specialist (Exercise Instructor)	\$30.00
John Letson	(67)	P/T Rec Specialist (Karate Instructor)	\$30.00
Shirley Darling	(43)	P/T Rec Specialist (Tennis Instructor)	\$25.00
Elizabeth Vaiana-Cavanaugh	(43)	P/T Rec Specialist (Art Instructor)	\$25.00
Karen Fellows	(42)	P/T Rec Specialist (Art & Crafts Instructor)	\$20.00
Debra Hennenlotter	(42)	P/T Rec Specialist (LFGD Train Instructor)	\$20.00
John Nicolellis	(42)	P/T Rec Specialist (Canoe/Kayak Instructor)	\$20.00
Richard Campbell	(42)	P/T Rec Specialist (Babysitter Instructor)	\$20.00
Jeffrey Sterlacci	(16)	P/T Rec Specialist (Tennis Instructor)	\$15.00
Edward Kneski	(42)	P/T Rec Specialist (Youth Sports)	\$20.00
Ernest Mosley	(34)	P/T Bus Driver Level I	\$11.4642
Michael Slovensky	(34)	P/T Bus Driver Level I	\$11.4642
Cynthia Hines	(21)	Chaperone Level I	\$ 8.00
Carol Janecek	(21)	Chaperone Level I	\$ 8.00
Corrine Segal	(32)	Chaperone Level II	\$ 8.25
Frank Villinell	(21)	Chaperone Level I	\$ 8.00

EMPLOYEE	GROUP/STEP	TITLE	ANNUAL SALARY	HOURLY
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TEEN CENTER

Gilbert Henderson	(69)	P/T Asst. Rec Ctr Mgr(Teen Center) Level II		\$14.50
Meyer Segal*(RPT)	(82)	P/T Recreation Aide (Teen Center)		\$13.7547
Nicole Trent	(05)	P/T Recreation Aide (Teen Center) LevelIII		\$10.25
Kim Hasty	(57)	P/T Recreation Aide (Teen Center) Level I		\$ 9.0834
Carolyn Brunskill	(57)	P/T Recreation Aide (Teen Center) Level I		\$ 9.0834
Deon Henderson	(57)	P/T Recreation Aide (Teen Center) Level I		\$ 9.0834
Matthew Aug	(57)	P/T Recreation Aide (Teen Center) Level I		\$ 9.0834
Carol Janecek	(57)	P/T Recreation Aide (Teen Center) Level I		\$ 9.0834
John Nowack	(57)	P/T Recreation Aide (Teen Center) Level I		\$ 9.0834
Robbie Wilson	(57)	P/T Recreation Aide (Teen Center) Level I		\$ 9.0834
Corrine Segal	(57)	P/T Fill.in Recreation Aide (Teen Center)Level I		\$ 9.0834
Donna Sinko	(57)	P/T Recreation Aide (Teen Center) Level I		\$ 9.0834
Joe Minuto	(57)	P/T Recreation Aide (Teen Center) Level I		\$ 9.0834

THE VOTE

Sanders Yes No Blass Yes No

Densieski Yes No Bartunek Yes No

Cardinale Yes No



**Recreation Department
200 Howell Avenue
Riverhead, NY 11901
(631) 727-5744**

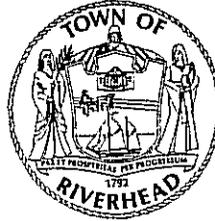
SUMMER PERSONNEL SALARIES- 2005

<u>Lifeguard</u>	<u>WSI</u>	<u>Summer</u>		<u>Concession/ Bch Att.</u>	<u>PT Rec Aid</u>
		<u>Rec Aide</u>	<u>Summer Rec Aide-cert</u>		<u>Score-Keeper</u>
Level I. \$ 10.50	\$ 11.00	\$8.50	\$10.00	\$8.00	\$7.50
Level II. \$ 11.50	\$ 12.00	\$9.50	\$11.00	\$9.00	\$8.50
Level III. \$12.00	\$ 12.50	\$10.00	\$11.50	\$9.50	\$9.00
Level IV. \$ 12.50	\$13.00	\$10.50	\$12.00	\$10.00	\$9.50
Level V. \$ 13.00	\$13.50	\$11.00	\$12.50	\$10.50	\$10.00
Level VI. \$13.50	\$14.00	\$11.50		\$11.00	\$10.50
Level VII \$14.00	\$14.50	\$12.00		\$11.50	
Level VIII \$14.50	\$15.00				
Level IX \$15.00					

WATERFRONT COORDINATOR- \$13.50 with .50 increase to max out at \$19.00
 ASSISTANT WATERFRONT
 COORDINATOR- \$12.00 with .50 increase to max out at \$17.50
 HEAD LIFEGUARD \$13.50 with .50 increase to max out at \$19.00

NOTE: The above salaries are listed on a per hour basis. Experience may influence starting level up to Level II.

1
 Rec.Doris. Proposed Summer salaries 2005



**Recreation Department
200 Howell Avenue
Riverhead, NY 11901
(631) 727-5744**

Proposed Non-CSEA Part-Time Recreation Positions

	Assistant Teen Center Mgr	PT Rec Aid Teen center	PT Rec Aid Skatepark	PT Asst. Rec leader Skatepark	PT Rec Aid Youth sports	PT Rec leader Youth sports	PT Security Guard	PT Rec Aid Volleyball
Level 1	\$13.6366	\$9.0834	\$7.50	\$9.50	\$7.50	\$12.50	\$10.58	\$10.00
Level 2	\$14.50	\$10.00	\$8.50	\$10.50	\$7.75	\$12.75	\$10.75	\$10.25
Level 3	\$14.75	\$10.25	\$8.75	\$11.00	\$8.00	\$13.00	\$11.00	\$10.50
Level 4	\$15.00	\$10.50	\$9.00	\$11.50	\$8.25	\$13.25	\$11.25	\$10.75
Level 5	\$15.25	\$10.75	\$9.25	\$12.00	\$8.50	\$13.50	\$11.50	\$11.00
Level 6		\$11.00	\$9.50	\$12.50	\$8.75	\$13.75	\$11.75	\$11.25
Level 7		\$11.25	\$9.75	\$13.00	\$9.00	\$14.00	\$12.00	\$11.50

	PT Gate Attendant	Park Attendant I	Park Attendant II	Park Attendant III	PT Guard	Chaperone	PT Bus Driver
Level 1	\$9.75	\$7.50	\$9.50	\$10.00	\$10.58	\$8.00	\$11.4642
Level 2	\$10.75	\$8.50	\$10.50	\$11.00	\$10.75	\$8.25	\$12.00
Level 3	\$10.95	\$9.00	\$11.00	\$11.50	\$11.00	\$8.50	\$12.25
Level 4	\$11.05	\$9.50	\$11.50	\$12.00	\$11.25	\$8.75	\$12.50
Level 5	\$11.25	\$10.00	\$12.00	\$12.50	\$11.50	\$9.00	\$12.75
Level 6	\$11.45		\$12.50	\$13.00	\$11.75	\$9.25	\$13.00
Level 7	\$11.65		\$13.00	\$13.50	\$12.00	\$9.50	\$13.25

NOTE: The above salaries are listed on a per hour basis. Experience may influence starting level up to Level II.

1

¹ Rec. Colleen. Proposed salaries 2005

February 15, 2005

Adopted

TOWN OF RIVERHEAD

Resolution # 147

TRANSFERS EMPLOYEE TO THE SEWER DEPARTMENT

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

WHEREAS, a vacancy exists for the position of Maintenance Mechanic II in the Sewer Department, and

WHEREAS, Michael Maffia holds the position of Maintenance Mechanic II in the Water Department and has expressed his interest in being transferred to the Sewer Department, and,

NOW THEREFORE, BE IT RESOLVED, that effective March 21, 2005 Michael Maffia be and is hereby transferred to the position of Maintenance Mechanic II in the Sewer Department.

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

THE VOTE

Bartunek Yes No Sanders Yes No
Blass Yes No Densieski Yes No
Cardinale Yes No

February 15, 2005

Adopted

TOWN OF RIVERHEAD

RESOLUTION # 148

AUTHORIZES TOWN SUPERVISOR TO EXECUTE CHANGE ORDER FOR CARRIAGE HOUSE INTERIOR RENOVATIONS

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

WHEREAS, on November 16, 2004, the Riverhead Town Board adopted Resolution No. 1073 entitled, "Awards Bid for Carriage House Interior Renovations"; and

WHEREAS, the bid was awarded to Construction Consultants in the amount of One Hundred Nine Thousand Five Hundred & 00/100 (\$109,500); and

WHEREAS, the Town Engineer has recommended that the patching of the original concrete slab and the epoxy paint be removed from the contract; and

WHEREAS, the following changes are necessary due to unforeseen circumstances, therefore, the Town Engineer has recommended that additional work is required to provide concrete foundations where none existed, removal of concrete footings in the way of new construction and the replacement of the 1,350 square foot concrete slab with wire mesh reinforcing for a net increase of Five Thousand One Hundred Ninety One & 90/100 (\$5,190.90)

- Patching of the original floor slab – Credit - <\$800.00>
- Additional concrete underpinning and foundation work - \$800.00
- Furnish and install approximately 1,350 square feet concrete slab using 4,000 PSI concrete with 6" x 6" wire mesh reinforcing wire imbedded in the concrete with overhead and fees \$8,190.90
- Epoxy Paint – Credit - <\$3,000.00>

NOW, THEREFORE, BE IT RESOLVED, that the Town Supervisor be and is hereby authorized to execute a change order in the amount of \$5,191.00; and

BE IT FURTHER RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to Construction Consultants, 36 East 2nd Street, Riverhead, NY 11901, Engineering Department and the Office of Accounting.

THE VOTE

Bartunek yes ___ no Sanders yes ___ no
 Blass yes ___ no Darsieski yes ___ no
 Cardinale yes ___ no

THE RESOLUTION WAS ___ WAS NOT THEREFORE DULY ADOPTED

February 15, 2005

TOWN OF RIVERHEAD

Adopted

Resolution # 149

AUTHORIZES THE SUPERVISOR TO EXECUTE PURCHASE OF DEVELOPMENT RIGHTS PLANNING, ACQUISITION AND NEGOTIATIONS SERVICES AGREEMENT WITH THE PECONIC LAND TRUST

COUNCILWOMAN SANDERS offered the following resolution, was seconded by

COUNCILMAN DENSIESKI:

WHEREAS, the Peconic Land Trust ("PLT") is a regional non-profit land conservation corporation, organized under §501(c)(3) of the Internal Revenue Code; and

WHEREAS, Pursuant to the Community Preservation Project Plan for the Town of Riverhead, the Town Board is authorized to acquire, preserve and protect farmland and open space properties which are integral to the unique community character of the Town of Riverhead; and

WHEREAS, Pursuant to Chapter 44 and Chapter 14 of the code of the Town of Riverhead, the Town Board has authorized the Farmland Preservation Committee to review potential agricultural parcels upon which development rights may be acquired; and

WHEREAS, The Town Board wishes to enter into a cooperative agreement with Peconic Land Trust to identify alternatives to public acquisition and to negotiate directly with landowners for the acquisition of development rights and/or fee title for agricultural and open space parcels.

NOW, THEREFORE, it is hereby

RESOLVED the Town Board of the Town of Riverhead authorizes the Supervisor to execute the attached Purchase of Development Rights Planning, Acquisition and Negotiations Services Agreement with the Peconic Land Trust; and

BE IT FURTHER RESOLVED, that the Town Clerk is hereby directed to forward a certified copy of this resolution to Hoot Sherman, Peconic Land Trust, 296 Hampton Road, Southampton, NY 11969, Office of the Town Supervisor, the Farmland Select Committee, Planning Department, the Office of the Town Attorney and the Office of Accounting.

THE VOTE

Bartunek yes ___ no Sanders yes ___ no
Blass yes ___ no Densieski yes ___ no
Cardinale yes ___ no

THE RESOLUTION WAS ___ WAS NOT
THEREFORE DULY ADOPTED

PURCHASE OF DEVELOPMENT RIGHTS PLANNING, ACQUISITION AND
NEGOTIATIONS SERVICES AGREEMENT

THIS AGREEMENT made the _____ day of February, 2005, between the TOWN OF RIVERHEAD, a municipal corporation with offices located at 200 Howell Avenue, Riverhead, Suffolk County, New York, 11901, hereinafter referred to as the "Town," and PECONIC LAND TRUST, INCORPORATED, a non-profit corporation organized and existing under the laws of the State of New York, with a principal place of business at 296 Hampton Road, PO Box 1776, Southampton, New York 11969.

WITNESSETH:

Pursuant to §247 of the General Municipal Law and Article 49 of the Environmental Conservation Law of the State of New York, the Town of Riverhead, Suffolk County, New York, is authorized to acquire interests or rights in real property, for the preservation of open spaces and other areas; and

Pursuant to Chapter 44 and Chapter 14 of the code of the Town of Riverhead, the Town Board has authorized the Farmland Preservation Committee to review potential agricultural parcels upon which development rights may be acquired; and

Pursuant to the Community Preservation Project Plan for the Town of Riverhead, the Town Board is authorized to acquire, preserve and protect farmland and open space properties which are integral to the unique community character of the Town of Riverhead; and

The Town Board wishes to enter into a cooperative agreement with Peconic Land Trust to identify alternatives to public acquisition and to negotiate directly with landowners for the acquisition of development rights and/or fee title for agricultural and open space parcels; and

Whereas, the Peconic Land Trust is a regional non-profit land conservation corporation, recognized as a 'public charity' under §501(c)(3) of the Internal Revenue Code;

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

1. The Town of Riverhead retains the services of Peconic Land Trust to assist the Town Board and any of its designees for the following purposes:
 - a. Assist with the refinement, formulation and implementation of land preservation strategies.

- b. Provide "Community Outreach" services on behalf of the Town of Riverhead which are designed to identify potential sellers of development rights and open space and to educate same as to the range of public and private options available. Such services will include but not be limited to: meetings with prospective sellers of development rights and open space, the town board, planning department staff, and the Farmland Preservation Committee.
- c. Prepare "Conservation Opportunity Plans" for specific conservation projects as authorized by the town board or its designee. Coordinate the implementation of such conservation projects with landowners, the town board, planning department staff, and the Town's Farmland Preservation Committee.
- d. Assist with the preparation of applications for matching funding and related land preservation assistance as requested.
- e. Assist with the negotiations and agreements with property owners for the sale of development rights and fee title. In no event however, will Peconic Land Trust negotiate on behalf of the Town and Landowner in the same transaction nor shall the Peconic Land Trust work for both the Town and a Landowner in the same transaction.
- f. The Peconic Land Trust will assist the Town of Riverhead with land stewardship. The following shall be available as requested by the Town:

- i. Monitoring – PLT will monitor all properties protected by the Town annually. Monitoring would include these three basic steps:

Landowner contact: PLT will notify landowners in writing and try to speak with them in person or by phone to ascertain any changes or projected changes in address or ownership, changes in land use, and any plans for construction of agricultural accessory structures. (Any properties owned in fee by the Town would not require this step.)

Property inspection: Once an appointment was made with the landowner PLT will visit the site and walk the property boundaries as well as any other sensitive areas. Current conditions are compared to the photographs included in the baseline documentation. During the walk PLT will check for encroachments, dumping, and compliance with the terms of the relevant easement or deed.

Written and photographic documentation: New photographs do not need to be taken each monitoring visit, but should be taken at least every three years. After the property inspection a monitoring report would be completed and sent to the Town and landowner.

- ii. Baseline Documentation – As requested by the Town, PLT will prepare Baseline Documentation on various properties held by the Town in fee simple or where the Town owns the development rights. Baseline

documentation shall include location maps, a survey, photographs, and any other available information on the property.

2. Peconic Land Trust shall work cooperatively with the Farmland Preservation Committee, the Town Board and the planning board and/or department and the Office of the Town Attorney, to identify and protect the most important sites. It is understood that the trust's primary role is that of facilitator/mediator between the town, other governmental and non-governmental agencies, and landowners for the acquisition of development rights and open space consistent with strategies outlined in the Community Preservation Fund Project Plan.
3. It is the intent of the Town of Riverhead to coordinate and leverage funding for the acquisition of development rights or fee interest wherever possible. Such efforts will require the Trust to coordinate with the State of New York, the County of Suffolk, and other governmental or non-profit entities engaged in land preservation in the Town of Riverhead.
4. It is understood the Peconic Land Trust may also be working on behalf of landowners, or other governmental or non-governmental entities and such arrangements, including any compensation arrangement, will be disclosed to all involved parties, on a case by case basis (see also paragraph 1e above).
5. Prior to the commencement of negotiations, the Farmland Preservation Committee, with consent of the Town Board, will identify and prioritize acquisition parcels. The Town through its authorized agent, shall determine the necessity of obtaining any outside reports or appraisals, and determine other acquisition costs related to each project Peconic Land Trust will be involved in. The Town Board will make the final determination regarding acquisition.
6. Peconic Land Trust shall conduct all activities subject to the approval of the Town Board. For the purposes of this Agreement, negotiations on any particular parcel shall be complete once the Town of Riverhead and the landowner have entered into a formal agreement prepared by the Town Attorney's Office or other formal agreement to preserve the parcel.
7. As compensation for such services, the Town will pay Peconic Land Trust a fee based on Peconic Land Trust's actual time (in accordance with the attached rate schedule) and project expenses (including consultant services related to authorized projects, mileage, postage, telephone and other relevant out-of-pocket expenses) upon submission of a purchase order. The invoice and purchase order will be submitted to the Office of the Town Attorney by Peconic Land Trust on a monthly basis, to be paid by the Town of Riverhead on a monthly basis. Peconic Land Trust shall supply information regarding services they have performed as may be requested by the town.
8. The Office of the Town Attorney shall be the responsible agent for obtaining any necessary appraisals, surveys, title certifications, or other reports necessary to determine the fair market value of the property or for contract or closing purposes.

9. The Agreement shall commence as of the January 1, 2005, and shall expire December 31, 2005, unless otherwise terminated pursuant to paragraph 10 hereof.
10. This Agreement may be terminated by either party and for any reason upon 30 days written notice to the other party. In that event this Agreement is terminated pursuant hereto; Peconic Land Trust shall be compensated for the value of services and expenses incurred.
11. Upon approval by resolution of the Town Board, this Agreement may be modified in writing. There shall be no oral modifications of this Agreement all modifications shall be in writing.
12. This Agreement shall be construed according to the laws of the State of New York.

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

TOWN OF RIVERHEAD

PECONIC LAND TRUST

By: _____
Philip J. Cardinale
Supervisor

By: _____
John V. Halsey
President

2005 Hourly Rate Schedule of Peconic Land Trust Staff and Consultants

Peconic Land Trust, Incorporated

<i>John V. Halsey, President</i>	<i>\$ 140 / hour</i>
<i>Timothy Caulfield, Vice President</i>	<i>\$ 105 / hour</i>
Hoot Sherman, Marian Sumner, Program Directors	\$ 95 / hour
Project/Program Managers	\$ 75 / hour
Project/Program Assistants	\$ 40 / hour
<i>Administrative Assistants</i>	<i>\$ 40 / hour</i>
<i>Design Manager</i>	<i>\$ 80 / hour</i>
Project/Program Associates	\$ 50 / hour

Conservation Advisors (Consultant to Peconic Land trust)

Andrew L. Johnson , Principal	\$175 / hour
Technical Writer/Research	\$ 40 / hour

Draftsman
CAD Operator I
CAD Operator II

\$ 50 / hour
\$ 90 / hour
\$ 75 / hour

Italicized regularly

2/15/05

TOWN OF RIVERHEAD

Adopted

Resolution # 150

AUTHORIZES THE SUPERVISOR TO EXECUTE A FIRST AMENDMENT OF AGREEMENT BETWEEN COUNTY OF SUFFOLK AND THE TOWN OF RIVERHEAD

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

WHEREAS, on June 27, 2003, the Town Board entered into an agreement with the County of Suffolk (County) through its duly constituted Department of Parks, Recreation and Conservation (Department) regarding the improving and maintenance of certain property adjacent to land known as Stotsky Park as an active parklands; and

WHEREAS, the Town Board and the County wish to modify the June 27, 2003, agreement to address the improvement and maintenance in connection with the aforementioned agreement.

NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Riverhead hereby authorizes the Supervisor to execute a First Amendment of Agreement (copy attached herewith) between the Town of Riverhead and the County; and be it further

RESOLVED, that the Town Clerk is hereby directed to deliver a certified copy of this resolution to the Department of Parks, Recreation and Conservation, located at Montauk Highway, West Sayville, New York 11796; the Town Supervisor; the Town Attorney; the Town Engineering Department and the Office of Accounting.

THE VOTE

Bartunek yes no Sanders yes no
 Blass yes no Densieski yes no
 Cardinale yes no

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

First Amendment of Agreement

This is a **First Amendment of Agreement (First Amendment)** last dated June 27, 2003 (**Agreement**) (**Law No. 02-PK-046**), between the **County of Suffolk (County/Licensor)**, a municipal corporation of the State of New York, acting through its duly constituted **Department of Parks, Recreation and Conservation (Department)**, located at P.O. Box 144, Montauk Highway, West Sayville, New York 11796; and

Town of Riverhead (Town), having its principal offices at 200 Howell Avenue, Riverhead, New York 11901.

The parties hereto desire to modify planned improvements at Stotsky Park, add license requirements to meet current County/Licensor standards, include a revised Suffolk County Legislative Requirements Exhibit for Contracts and make other necessary changes to reflect current needs and uses of County parkland.

Term of Agreement: As set forth in the Agreement.

Total Cost of Agreement: No cost to the County/Licensor

Terms and Conditions: Shall be as set forth in Exhibit A-1 and B-1, and Exhibit C-1, entitled "Suffolk County Legislative Requirements Exhibit for Contracts", attached hereto and made part of the Agreement.

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

Town of Riverhead

County of Suffolk

By: _____
Philip J. Cardinale
Supervisor

By: _____
Paul Sabatino II
Chief Deputy County Executive

Date: _____

Date: _____

Approved as to Legality;

Approved:
**Suffolk County Department of
Parks, Recreation and Conservation**

**Christine Malafi
Suffolk County Attorney**

By: _____
Patricia M. Jordan
Assistant County Attorney

By: _____
Ronald F. Foley
Commissioner

Date: _____

Date: _____

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1. Plan Specifics
2. Form of Modifications
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6. Suffolk County Legislative Requirements for Contracts
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Authorizing Resolutions

Exhibit C-1

Suffolk County Legislative Requirements Exhibit for Contracts

First Amendment of Agreement

Exhibit A-1 General Terms and Conditions

Whereas, the County/Licensor, acting by and through the Department, owns, operates and maintains a park system within the County of Suffolk and in connection with such ownership, operation and maintenance, the Commissioner (Commissioner) of the Department supervises and manages the facilities as necessary, desirable and convenient for the use of the public for healthful recreation; and

Whereas, the Town entered into an Agreement with the County/Licensor to improve and maintain a parcel of real property adjacent to Stotsky Park in Riverhead, New York to include certain planned improvements; and

Whereas, the parties desire to modify the planned improvements specified in the Agreement, add license requirements to meet current County/Licensor standards, include a revised Suffolk County Legislative Requirements Exhibit for Contracts and make other necessary changes to reflect current needs and uses of County parkland; and

Whereas, Resolution No. 513 adopted by the Town Board of the Town of Riverhead on June 1, 2004 amends Town Resolution No. 989 to modify the services to be performed in connection with the Agreement and First Amendment of Agreement;

Now, Therefore, in consideration of the premises above cited, and the mutual covenants and conditions herein contained, it is agreed by the parties hereto, as follows:

1. Plan Specifics

Paragraph 2 (a) of the Agreement is amended to read as follows:

Subject to the County's acquisition of the property, the Town, at no cost to the County, shall improve and maintain the Property authorized to be acquired by the County, upon the actual acquisition thereof by County, as active parkland. Such active parklands shall include, at a minimum, three soccer fields and parking. The Town shall, at not cost to the County, perform such services to accomplish the work required to be performed under, and in accordance with, this Agreement. The Town shall submit plans to the Department within six (6) months from the date of Suffolk County's acquisition of the Property and shall complete improvement of the Property within eighteen (18) months from the date of acquisition. Maintenance and property management, pursuant to this Agreement, shall commence immediately upon the County's acquisition of the Property. Any and all improvements made to the Property subsequent to the County's acquisition shall be made in accordance with the Suffolk County Resolution No. 274-2001 and Resolution No. 577-01 and with the plans submitted to and approved in writing by the Department prior to commencement of any work. Approved plans shall become a part of this Agreement and be attached

hereto. Any alterations to the property shall be subject to applicable State Environmental Quality Review procedures. Any and all improvements made to the Property shall immediately become the property of the County upon the installation thereof.

2. Form of Modifications

Paragraph 25 of the Agreement (Page 7) shall be deleted in its entirety and replaced with the following:

Any requests for modifications to the Agreement shall be submitted in writing to the Commissioner for review and shall be approved or disapproved at the sole discretion of the Commissioner and no modification of this Agreement shall be valid unless written in the form of an Addendum or Amendment signed by both parties.

3. Reports:

The Town will be responsible for issuing reports to the Department, as may be requested by the Department, both orally and in writing, from time to time, regarding the status and progress of activities to be performed under this Agreement.

4. Information Access:

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

5. Insurance

Paragraph 17(b) is deleted in its entirety and replaced with the following:

All policies shall be issued by insurance companies with an A.M. Best rating of A- or better which are licensed to do business in the State of New York. The Town shall furnish to the County certificates of insurance or, on request, a true and certified original (notarized) copy of each policy, evidencing compliance with the aforesaid insurance requirements. In the case of commercial general liability insurance or any automobile liability insurance, said certificates or other evidence of insurance shall name the County of Suffolk as an additional insured and Town shall furnish a declaration page for said policy. All such certificates or other evidence of insurance shall provide for the County of Suffolk to be a certificate holder and to be notified in writing thirty (30) days prior to any cancellation, nonrenewal or material change. Such certificates, policies or other evidence of insurance and notices shall be mailed to the Suffolk County Division of Insurance and Risk Management, P.O. Box 6100, Hauppauge, New York, 11788. If the Town has a self-insurance program under which it acts as self-insurer for any of such required coverage, it may provide self-funded coverage and certificates or other evidence of such self-insurance in lieu of insurance issued by insurance companies.

6. Suffolk County Legislative Requirements for Contracts

The Exhibit entitled "Suffolk County Legislative Requirements Exhibit for Contracts" is attached hereto and made part of the Agreement.

7. Illegal or Objectionable Conduct

- a. The Town agrees not to use, or suffer or permit any person to use in any manner whatsoever, the said premises or any part thereof or any building thereon for any illegal purpose, or for any purpose in violation of any federal, state, County or municipal law, ordinance, rule, order or regulation now in effect or hereafter enacted, amended or adopted, and will protect, defend, indemnify and forever hold harmless the County of Suffolk, the Suffolk County Department of Parks, Recreation and Conservation and any individual members thereof and their agents, from and against any damage, penalty, fine, judgment, expense or charge suffered, imposed, assessed, or incurred for any violation or breach of any law, ordinance, rule, order or regulation occasioned by any act, neglect or omission of the Town, or any employee, person or occupant for the time being of said premises; and in the event of any violation, the County shall have the right and power, and is hereby authorized by the Town, to immediately declare this Agreement terminated as if it had naturally expired.
- b. The Town agrees not to use, or suffer or permit any person to use in any manner whatsoever, the said premises or any part thereof or any building thereon for any purpose in violation of any ordinance, rule or regulation of the Suffolk County Department of Parks, Recreation and Conservation now in effect or hereafter enacted, amended or adopted, and in the event of any violation, or in case the County or its representatives shall deem any conduct on the part of the Town, any person or occupant for the time being of the premises, the Town or the operation thereof to be objectionable or improper, the County shall have the right and power, and is hereby authorized by the Town, to immediately declare this Agreement terminated as if it had naturally expired.

8. Environmental Compliance

The Town agrees to the following environmental provisions:

- a. In conducting its activities hereunder, the Town shall reasonably preserve and avoid damage to and destruction of natural, historic or cultural features, including, but not limited to, rare plants, habitats, trees, shrubs and other vegetation.

- b. The Town shall not generate, treat, release, store, discharge, dispose of, transport, recycle, use, reuse or handle hazardous substances or hazardous waste on the premises without prior written permission of the Department.
- c. The Town shall comply with all Federal, State and local laws, rules, regulations, codes and ordinances in the performance of this Agreement and shall obtain, pay for, and comply with any conditions contained in any permits, approvals and renewals thereof which are required to be obtained in the legal performance of this Agreement. Such laws and regulations include, but are not limited to:

Suffolk County Code Chapter 380 (Pest Control)

Organic Parks Maintenance Plan and any other County policies relating to pesticides.

Suffolk County Code §378-4 (Prohibited Acts) regarding acts prohibited on County parkland.

Suffolk County Sanitary Code.

Such compliance shall be at the Town's sole cost and expense.

9. Living Wage Law:

The Town represents and warrants that it has read and is familiar with the requirements of Section 6 of Chapter 347 of the Suffolk County Local Law No. 12-2001, the Living Wage Law, such requirements are attached hereto as part of the "Suffolk County Legislative Requirements Exhibit for Contracts last revised 4/6/04" and made a part hereof.

10. Child Sexual Abuse Reporting Policy

The Town agrees to comply with the Suffolk County Child Sexual Abuse Reporting Policy, Chapter 577, Article IV, of the Suffolk County Code, attached hereto as part of the "Suffolk County Legislative Requirements Exhibit for Contracts" and made a part hereof, as now in effect or amended hereafter or of any other Suffolk County Local Law that may become applicable during the term of this Agreement with regard to child sexual abuse reporting policy.

11. Non-Discrimination Requirements:

In accordance with Article 15 of the New York State Executive Law (also known as the Human Rights Law) and all other County, State and Federal administrative, statutory and constitutional nondiscrimination provisions, the Town shall not discriminate against any employee or applicant for employment because of race,

creed, color, sex, national origin, age, disability, sexual orientation, military service or marital status.

12. Non-Discrimination in Services:

During the performance of this Agreement the Town will not, on the grounds of race, creed, color, national origin, sex, age, disability, sexual orientation, military service or marital status, deny any individual any service(s) or other benefits provided under the program or provide any service(s) or other benefits to an individual which are different, or are provided in a different manner from those provided to others under the program.

13. Nonsectarian Declaration:

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

14. Cooperation on Claims

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

15. Conflict of Interest

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

16. Gratuities:

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

signer of this Agreement has read and is familiar with the provisions of Local Law No. 32-1980 of Suffolk County (Chapter 386 of the Suffolk County Code).

17. Miscellaneous

- a. Town shall comply with all applicable laws and regulations governing employee compensation and workplace safety. As applicable, the Town shall require contractors and subcontractors to comply with New York State Prevailing Wage Rate laws and/or Suffolk County Living Wage laws, attached hereto and made a part of this Agreement in Exhibit entitled, "Suffolk County Legislative Requirements Exhibit for Contracts last dated 4/6/04".
- b. Except as herein amended, all other representations, terms and conditions of said Agreement, including any and all amendments and/or modifications executed prior to the date hereof, are hereby ratified and confirmed to be in full force and effect.

18. Certification

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

End of Text for Exhibit A-1

EXHIBIT B-1

AUTHORIZING RESOLUTIONS

Exhibit B is amended to include the following items:

- Exhibit B-1 (6) Resolution of the Town Board of Riverhead, No. 513, Dated June 1, 2004, Amending Town Resolution No. 989-2000 to Provide Construction and Maintenance of Three Soccer Fields and Parking.
- Exhibit B-1 (7) Revised Plans To Eliminate Two Baseball Fields and Construct Additional Soccer Fields for a Total of Three Soccer Fields and Parking.

Exhibit B-1

Authorizing Resolutions

06/01/04

Adopted

TOWN OF RIVERHEAD

Resolution # 513

AMENDS RESOLUTION REQUESTING SUFFOLK COUNTY GREENWAYS
FUNDING FOR LAND ACQUISITION TO BE UTILIZED AND MAINTAINED
FOR USE AS ACTIVE PARKLAND
COUNCILWOMAN SANDERS

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

WHEREAS, pursuant to the Suffolk County Community Greenways Program for Active Parklands, Suffolk County has acquired approximately 7.2 acres of real property adjacent to Stotsky Park identified as SCTM No. p/o 0600-125.00-01.00-005.200 ("the Property"); and

WHEREAS, pursuant to said County Program and the Agreement entered into by and between Suffolk County and the Town of Riverhead on June 27, 2003, ("the Agreement") the Town, at its sole cost, must improve and maintain the Property as active parkland for recreational purposes; and

WHEREAS, by Town Resolution No. 989-2000 the Town of Riverhead did agree and commit to maintain the property and to improve the property by constructing two soccer fields, two basketball courts and two tennis courts; and

WHEREAS, as required by the Agreement with the County, the Town has submitted its plans for improvements to the Property to the Suffolk County Department of Parks, Recreation and Conservation depicting the proposed improvements to the property to include three soccer fields and parking;

NOW, THEREFORE, BE IT

RESOLVED, that Town Resolution No. 989-2000 be and hereby is amended to provide that the Town shall construct and maintain three soccer fields and parking upon the Property acquired by Suffolk County under the Community Greenways Program for Active Parklands; and be it further

RESOLVED that the Town Clerk is hereby directed to forward a copy of this resolution to Ronald F. Foley, Suffolk County Department of Parks, Recreation and Conservation.

THE VOTE

Bartunek yes ___ no Sanders yes ___ no
Blass yes ___ no Dęnsieski yes ___ no
Cardinale ___ yes ___ no

THE RESOLUTION WAS ___ WAS NOT
THEREFORE DULY ADOPTED

TOWN OF RIVERHEAD

Resolution # 989

AMENDS RESOLUTION REQUESTING SUFFOLK COUNTY
GREENWAYS FUNDING FOR LAND ACQUISITION
TO BE UTILIZED AND MAINTAINED AS RECREATION

Councilman Lull offered the following resolution,

which was seconded by Councilman Densieski

WHEREAS, the Town Board of the Town of Riverhead has an opportunity to enhance its recreational facilities through the acquisition, through Suffolk County Greenways Funds, of properties, identified as Suffolk Tax Map Number 0600-125-1-5.2 and 060-125-1-10.2 on Columbus Avenue in Riverhead, totaling 13.71 acres; and

WHEREAS, the Suffolk County Greenways Program enables Suffolk County to fund one-hundred percent (100%) of the cost associated with the purchase of land from a willing seller where there shall be an agreement by a municipality or local organization providing for long term management of the property and the installation and programming of recreational facilities thereon; and

WHEREAS, to initiate County acquisition of the subject properties under active recreation component of the Greenways Program, the Town Board of the Town of Riverhead must resolve its support and long-term assurance for continued recreational site use

WHEREAS, the Town Board of the Town of Riverhead did adopt Resolution Number 835-200U (RESOLUTION TO REQUEST SUFFOLK COUNTY GREENWAYS

FUNDING FOR LAND ACQUISITION TO BE UTILIZED AS RECREATION, on September 19, 2000 but did not include "specific" language in reference to recreation use.

NOW, THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead does and hereby requests the County of Suffolk to acquire the parcels identified on the Suffolk County Tax Map as District 0600, Section 125, Block 01, Lot 010.002 and District 0600, Section 125, Block 01, Lot 005.002, pursuant to Section 12A-1(A) (2) of the SUFFOLK COUNTY CHARTER for use of active parklands under the Suffolk County Community Greenways Program; and

BE IT FURTHER, RESOLVED, that the Town Board of the Town of Riverhead does and hereby agrees and commits to maintain said property, upon acquisition by the County of Suffolk, for the agreed upon use of two soccer fields, two basketball courts and two tennis courts; and

BE IT FURTHER, RESOLVED, that the Town Board of the Town of Riverhead hereby authorizes the Town Supervisor to enter into such agreements as shall be necessary and proper to provide the improvements for the above described land for the above described recreational purposes.

Absent

THE VOTE

Cardinale Yes No

Densieski Yes No

Kent Yes No

Lull Yes No

Kozakiewicz Yes No

The Resolution Was Was Not
Thereupon Duly Declared Adopted

STATE OF NEW YORK,
COUNTY OF SUFFOLK,
TOWN OF RIVERHEAD,

ss:

head, County of Suffolk, New York, have compared the foregoing copy of

THIS IS TO CERTIFY that I, the undersigned, Town Clerk of the Town of River-
a resolution with the original resolution

now on file in this office and which was duly adopted
on the 8th day of November, 2000, and that the same is a true and
correct transcript of said resolution

and of the whole thereof, I have hereunto set my hand and the official seal of
IN WITNESS WHEREOF, this 26th day of September, 2002

the said Town of Riverhead, this
Barbara J. [Signature]
Town Clerk.

EXHIBIT C-1

Suffolk County Legislative Requirements Exhibit for Contracts

This exhibit is attached to and is made part of the contract executed with the County.

I Suffolk County Living Wage Requirements

Suffolk County Department of Labor - Living Wage Unit

- Living Wage Certification/Declaration – Subject to Audit Form LW-38 (Consists of 1 page)
- Notice of Application For County Assistance Form LW-1 (Consists of 1 page)

II Child Sexual Abuse Reporting Policy

- Chapter 577, Article IV, of the Suffolk County Code entitled "Child Sexual Abuse Reporting Policy" (3 pages).

III Gratuities

- Chapter 386 of the Suffolk County Code, entitled "Political Parties, Gifts to Officials Of" (2 pages).

IV Contractor's/Vendor's Public Disclosure Statement Form SCEX 22; rev. 3/30/04 (form consists of two pages; requires signature & notarization)

Note: The Contractor's/Vendor's Public Disclosure Statement Form SCEX 22; rev. 3/30/04, references the following law, which is included with this Exhibit.

- Suffolk County Administrative Code Section A5-7 (consists of 3 pages).

Suffolk County Living Wage Documents

SUFFOLK COUNTY DEPARTMENT OF LABOR - LIVING WAGE UNIT
LIVING WAGE CERTIFICATION/DECLARATION - SUBJECT TO AUDIT

If either of the following definitions of 'assistance' (*Living Wage Law Chapter 347 - 2*) applies to the contractor's/beneficiary's business or transaction with Suffolk County, the contractor/beneficiary must complete Sections 1, 3, 4 below; and Form LW-1 (Notice of Application for County Assistance). If the following definitions do not apply, the contractor/beneficiary must complete Sections 2, 3 and 4 below. Completed forms must be submitted to the awarding agency.

"Any grant, loan, tax incentive or abatement, bond financing subsidy or other form of assistance of more than \$50,000 which is realized by or provided to an employer of at least ten (10) employees by or through the authority or approval of the County of Suffolk," or

"Any service contract or subcontract let to a contractor with ten (10) or more employees by the County of Suffolk for the furnishing of services to or for the County of Suffolk (except contracts where services are incidental to the delivery of products, equipment or commodities) which involve an expenditure equal to or greater than \$10,000. For the purposes of this definition, the amount of expenditure for more than one contract for the same service shall be aggregated. A contract for the purchase or lease of goods, products, equipment, supplies or other property is not an 'assistance' for the purposes of this definition."

Section I

The *Living Wage Law* applies to this contract. I/we hereby agree to comply with all the provisions of Suffolk County Local Law No. 12-2001, the Suffolk County *Living Wage Law* (the Law) and, as such, will provide to all full, part-time or temporary employed persons who perform work or render services on or for a project, matter, contract or subcontract where this company has received Assistance, from the County of Suffolk as defined in the Law (Assistance) a wage rate of no less than \$9.29 (\$7.75 for child care providers) per hour worked with health benefits, as described in the Law, or otherwise \$10.58 (\$9.00 for child care providers) per hour or the rates as may be adjusted annually in accordance with the Law. (Chapter 347-3 B)

Check if applicable

I/we further agree that any tenant or leaseholder of this company that employs at least ten (10) persons and occupies property or uses equipment or property that is improved or developed as a result of Assistance or any contractor or subcontractor of this company that employs at least ten (10) persons in producing or providing goods or services to this company that are used in the project or matter for which this company has received Assistance shall comply with all the provisions of the Law, including those specified above. (Chapter 347-2)

I/we further agree to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with regulations under this Chapter of the Suffolk County Code, investigating employee complaints of noncompliance and evaluating the operation and effects of this Chapter, including the production for inspection & copying of payroll records for any or all employees for the term of the contract or for five (5) years, whichever period of compliance is longer. All payroll and benefit records required by the County will be maintained for inspection for a similar period of time. (Chapter 347-7 D)

The County Department of Labor shall review the records of any Covered Employer at least once every three years to verify compliance with the provisions of the Law. (Chapter 347-4 C)

Section II

The *Living Wage Law* does not apply to this contract for the following reason(s): _____

Check if applicable

Section III

Contractor Name: _____ Federal Employer ID#: _____
Contractor Address: _____ Amount of Assistance: _____
Vendor #: _____
Contractor Phone #: _____

Description of project or service: _____

Section IV

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

Authorized Signature

Date

Print Name and Title of Authorized Representative

SUFFOLK COUNTY DEPARTMENT OF LABOR - LIVING WAGE UNIT

NOTICE OF APPLICATION FOR COUNTY ASSISTANCE(Contract)

Living Wage Law, Suffolk County Code, Chapter 3-47 (2001)

To Be Completed By Applicant/ Employer/Contractor

- 1) NAME: _____
- 2) VENDOR #: _____ (if known)
- 3) CONTRACT ID #: _____ (if known)
- 4) CONTACT: _____
- 5) TELEPHONE #: _____
- 6) ADDRESS: _____

- 7) TERM OF CONTRACT (DATES): _____
- 8) PROJECT NAME: (IF DIFFERENT FROM #1) _____
- 9) AMOUNT: _____
- 10) AWARDDING AGENCY: _____
- 11) BRIEF DESCRIPTION OF PROJECT OR SERVICE:

12) **PROJECTED EMPLOYMENT NEEDS:** (attach a statement listing, by job classification, the total workforce dedicated to performing this contract or service, including calculation of estimated net increase or decrease in jobs as a result of funding).

13) **PROJECTED WAGE LEVELS:** (attach a statement listing projected wage levels, compensated days off and medical benefits for total workforce dedicated to fulfilling the terms of this contract, broken down annually for each year of the term of the contract).

II

Child Sexual Abuse Reporting Policy

§ 577-16. Policy established.

The County of Suffolk hereby establishes a formal child sexual abuse reporting policy as follows:

- A. Each County Department that has a contract or agreement with any individual, partnership, corporation, joint venture, business organization, or other entity which receives payments from the County of Suffolk, either directly or as a conduit for payment from another level of government, shall notify such individual, partnership, corporation, joint venture, business organization, or other entity that Suffolk County requires full compliance with the reporting and disclosure provisions of Subsection C of this section, as a condition precedent to receipt of such payment and continuing receipt of such payment, in those instances in which an allegation has been made of sexual abuse of a minor by any employee or member of such contract vendor, including any member of the clergy, involving any of the following sex offenses:
- (1) Rape in the third degree, § 130.25 (less than 17 years old) of the New York Penal Law;
 - (2) Rape in the second degree, § 130.30 (less than 14 years old) of the New York Penal Law;
 - (3) Rape in the first degree, § 130.35 (less than 11 years old) of the New York Penal Law;
 - (4) Sodomy in the third degree, § 130.40 (less than 17 years old) of the New York Penal Law;
 - (5) Sodomy in the second degree, § 130.45 (less than 14 years old) of the New York Penal Law;
 - (6) Sodomy in the first degree, § 130.50 (less than 11 years old) of the New York Penal Law;
 - (7) Sexual abuse in the third degree, § 130.55 (less than 17 years old) of the New York Penal Law;
 - (8) Sexual abuse in the second degree, § 130.60 (less than 14 years old) of the New York Penal Law;
 - (9) Sexual abuse in the first degree, § 130.65 (less than 11 years old) of the New York Penal Law;
 - (10) Aggravated sexual abuse in the third degree, § 130.66 (less than 11 years old) of the New York Penal Law;
 - (11) Aggravated sexual abuse in the second degree, § 130.67 (less than 11 years old) of the New York Penal Law;
 - (12) Aggravated sexual abuse in the first degree, § 130.70 (less than 11 years old) of the New York Penal Law;
 - (13) Course of sexual conduct against a child in the first degree, § 130.75 (less than 11 years old) of the New York Penal Law; and
 - (14) Course of sexual conduct against a child in the second degree, § 130.80 (less than 11 years old) of the New York Penal Law;
 - (15) Sexual misconduct, § 130.20 (sexual intercourse without consent) of the New York Penal Law;
 - (16) Forcible touching, § 130.52 (sexual or intimate parts) of the New York Penal Law;
 - (17) Persistent sexual abuse, § 130.53 (two or more convictions within the past 10 years for less than 17 years old or 14 years old) of the New York Penal Law;
 - (18) Aggravated sexual abuse in the fourth degree, § 130.65a (less than 17 years old) of the New York Penal Law;
 - (19) Female genital mutilation, Section 130.85 (less than 18 years old, nonmedical procedure) of the New York Penal Law;
 - (20) Facilitating a sex offense with a controlled substance, § 130.90 (without consent to commit a felony) of the New York Penal Law.
- B. Definitions. For the purposes of this article, the following terms shall have the meanings indicated:

CLERGY -- A duly authorized bishop, pastor, rector, priest, rabbi, minister, imam, nun, or a person having authority from, or in accordance with, the rules and regulations of the governing ecclesiastical body of the denomination or order, if any, to which the church belongs, or otherwise from the church, synagogue, or mosque to preside over and direct the spiritual affairs of the church, synagogue, or mosque, as the case may be.

MINOR -- Anyone under the age of 18 years of age;

C. All supervisory, administrative, or management employees of any individual, partnership, corporation, joint venture, business organization, or other entity receiving payment from the County of Suffolk, either directly or as a conduit for payment from another level of government, under agreement or contract with the County of Suffolk, shall report or cause a report to be made to 911 or the pertinent village, town, or county Police Department when he/she, or it has reasonable cause to suspect that a minor coming before them is or has been the victim of sexual abuse, or when another person or clergy person comes before them and states from personal knowledge facts, conditions, or circumstances which, if correct, would render the minor a victim of sexual abuse under any of the following sex offenses, said reporting to occur within 24 hours after forming the reasonable cause or first learning of the allegations: [Amended 8-28-2002 by Res. No. 819-2002]

- (1) Rape in the third degree, § 130.25 (less than 17 years old) of the New York Penal Law;
- (2) Rape in the second degree, § 130.30 (less than 14 years old) of the New York Penal Law;
- (3) Rape in the first degree, § 130.35 (less than 11 years old) of the New York Penal Law;
- (4) Sodomy in the third degree, § 130.40 (less than 17 years old) of the New York Penal Law;
- (5) Sodomy in the second degree, § 130.45 (less than 14 years old) of the New York Penal Law;
- (6) Sodomy in the first degree, § 130.50 (less than 11 years old) of the New York Penal Law;
- (7) Sexual abuse in the third degree, § 130.55 (less than 17 years old) of the New York Penal Law;
- (8) Sexual abuse in the second degree, § 130.60 (less than 14 years old) of the New York Penal Law;
- (9) Sexual abuse in the first degree, § 130.65 (less than 11 years old) of the New York Penal Law;
- (10) Aggravated sexual abuse in the third degree, § 130.66 (less than 11 years old) of the New York Penal Law;
- (11) Aggravated sexual abuse in the second degree, § 130.67 (less than 11 years old) of the New York Penal Law;
- (12) Aggravated sexual abuse in the first degree, § 130.70 (less than 11 years old) of the New York Penal Law;
- (13) Course of sexual conduct against a child in the first degree, § 130.75 (less than 11 years old) of the New York Penal Law; and
- (14) Course of sexual conduct against a child in the second degree, § 130.80 (less than 11 years old) of the New York Penal Law;
- (15) Sexual misconduct, § 130.20 (sexual intercourse without consent) of the New York Penal Law;
- (16) Forcible touching, § 130.52 (sexual or intimate parts) of the New York Penal Law;
- (17) Persistent sexual abuse, § 130.53 (two or more convictions within the past 10 years for less than 17 years old or 14 years old) of the New York Penal Law;
- (18) Aggravated sexual abuse in the fourth degree, § 130.65a (less than 17 years old) of the New York Penal Law;
- (19) Female genital mutilation, § 130.85 (less than 18 years old non-medical procedure) of the New York Penal Law;
- (20) Facilitating a sex offense with a controlled substance, § 130.90 (without consent to commit a felony) of the New York Penal Law;

D. Whenever a clergy person is required to report under this article, in his or her capacity as a member of the clergy, he or she shall immediately notify the person in charge of such church, synagogue, or mosque, or his or her designated agent, who shall then also become responsible to report or cause reports to be made to 911 or the pertinent village, town, or county Police Department when he or she has reasonable cause to suspect that a minor coming before them is or has been the victim of sexual abuse, or when another clergy person comes before them and states from personal knowledge facts, conditions, or circumstances which, if correct, would render the minor a victim of sexual abuse. [Amended 8-28-2002 by Res. No. 819-2002]

E. No information derived from a confession or confidential communication to a clergyman shall be disclosed pursuant to the requirements of this article if the confession or confidence is made to the clergyman in his or her professional capacity as a spiritual advisor, unless the person so confessing or confiding waives this privilege.

F. All contract vendors covered by this article shall inform all of their employees in writing as to the disclosure requirements of this article and shall also inform them that each of them must report any allegations of child abuse covered in paragraph (A) of the 1st RESOLVED clause of this article to supervisory, management, or designated administrative personnel of the employer.

§ 577-17. Failure to comply; penalties for offenses.

Failure to comply with the terms and conditions of this article shall result in the following:

A. First violation: the contract vendor shall be issued a warning and all supervisory, administrative, and management employees of such contract vendor shall be required to attend a child sexual abuse prevention/education workshop provided by a contract agency approved by the County of Suffolk via duly enacted resolution, which workshop shall include specific skills for adults to help prevent childhood sexual abuse; skills that adults can teach children to help protect themselves from childhood sexual abuse; skills for detecting the signs of childhood sexual abuse; and how to report allegations of childhood sexual abuse. The cost of this training shall be paid for by the contract vendor. In addition, the contract vendor shall submit a corrective plan of action to the Suffolk County Office of Labor Relations.

B. Second violation within a three-year period subsequent to a first violation: the contract vendor shall be subject to a fine of 10% percent of the contracts that the pertinent violating individual supervisor, manager, or administrator oversees, not to exceed \$50,000. In addition, the contract vendor shall be put on probation for three years. An annual review shall be conducted by the Suffolk County Department of Audit and Control.

C. Third violation within a three-year period subsequent to a first violation: the termination of the agreements with such individual, partnership, corporation, joint venture, business organization, or other entity overseen by the pertinent violating individual supervisor, manager, or administrator and the withholding of all payments to said individual, partnership, corporation, joint venture, business organization, or other entity for such agreements regardless of whether such payments are for past or future goods or services. The contract vendor shall not be eligible for funding from the County for three years from the date of such termination.

§ 577-18. Authority to issue rules and regulations.

The Suffolk County Department of Law is hereby authorized, empowered, and directed to issue and promulgate such rules and regulations as shall be deemed necessary and appropriate to implement the provisions of this article.

III

Gratuities

CHAPTER 386

POLITICAL PARTIES, GIFTS TO OFFICIALS OF

- § 386-1. Definitions.
- § 386-2. Prohibited acts.
- § 386-3. Clause required in all contracts.
- § 386-4. Penalties for offenses.
- § 386-5. Excepted contributions.

[HISTORY: Adopted by the Suffolk County Legislature 12-9-80 as L.L. No. 32-1980. Amendments noted where applicable.]

§386-1. Definitions.

As used in this chapter, the following terms shall have meanings indicated:

AGREEMENT -Any written or oral contract or any implied contract, including but not limited to a contract for the sale of goods or services, a construction contract or a lease or contract relating to real or personal property. The term "agreement" shall also include any transaction whereby a person agrees to sell goods or services, or both, to the county pursuant to a successful bid.

GRATUITY -Any money, benefit, entertainment, gift or any other consideration whatsoever.

OFFICIAL OF A POLITICAL PARTY -A party officer as defined by §1-104, Subdivision 5, of the Election Law.

PERSON -Any individual, partnership, firm, corporation or other legal entity, as well as their employees, agents or representatives.

POLITICAL PARTY -A party as defined by § 1-104, Subdivision 3, of the Election Law.

§ 386-2. Prohibited acts.

- A. It shall be a crime for any person to offer or give any gratuity to an official of any political party with the purpose of intent of securing or obtaining an agreement with the County of Suffolk or securing favorable treatment with respect to the awarding or amending of such agreement or the making of any determination with respect to the performance of an agreement.

- B. It shall be a crime for an official of a political party to solicit, receive or accept a gratuity in connection with securing or obtaining an agreement with the County of Suffolk or securing favorable treatment with respect to the awarding or amending of such agreement or the making of a determination with respect to the performance of such agreement.

§ 386-3. Clause required in all contracts.

In all agreements with the County of Suffolk made after the effective date of this chapter, there shall be written representation by the person entering the agreement with the county that he has not offered or given any gratuity to any official, employee or agent of Suffolk County or New York State or of any political party, with the purpose or intent of securing an agreement or securing favorable treatment with respect to the awarding or amending of an agreement or the making of any determinations with respect to the performance of an agreement, and that such person has read and is familiar with the provisions of this chapter.

§ 386-4. Penalties for offenses.

- A. Criminal. A violation of §386-2 of this chapter shall be a Class A misdemeanor and shall be punishable by a sentence of not more than one (1) year in prison or a fine of not more than one thousand dollars (\$1,000) or by both such fine and imprisonment.
- B. Civil remedies. A violation of § 386-2 or 386-3 of this chapter shall give the county the option, among other civil remedies, of either terminating the agreement or deducting the value of the gratuity from any amount due or to become due from the county thereunder.

§386-5. Excepted contributions.

This chapter shall not apply to contributions to political parties, committees or candidates as defined by § 14-100, Subdivision 9, of the Election Law. Such contributions shall be excluded from and shall not be in violation of this chapter.

IV

Contractor's/Vendor's Public Disclosure Statement Documents

SUFFOLK COUNTY ADMINISTRATIVE CODE SECTION A5-7

§ A5-7. Contractors and vendors required to submit full disclosure statement. [Derived from L.L. No. 14-1976, as amended 2-27-1979 by L.L. No. 6-1979]

A. Definitions. As used in this section, the following terms shall have the meanings indicated:

CONTRACT - Any written agreement between Suffolk County and a contractor or vendor to do or perform any kind of labor, service, purchase, construction or public work, unless the contract is for a federally or state-aided, in whole or in part, program required to be bid pursuant to § 103 of the New York General Municipal Law. [Amended 6-29-1993 by L.L. No. 28-1993¹]

NOTE: L.L. No. 28-1993 also provided as follows:

Section 1. Legislative Intent.

This Legislature hereby finds and determines that Suffolk County's comprehensive Contractor/Vendor Public Disclosure Statement Law currently applies to a broad array of contracts that exceed one thousand dollars (\$1,000.) in value, subject to exemptions for contractors doing business with the County Department of Social Services; hospitals; educational, medical, and governmental entities; and not-for-profit corporations.

This Legislature further finds and determines that these exemptions prevent full disclosure of important information that may be useful to elected county officials in determining whether or not specific types of contracts are in the public interest, especially in light of recent trends towards privatization and use of outside consultants on an increased basis by municipalities.

Therefore, the purpose of this law is to eliminate many of the exemptions from completing and filing verified public disclosure statements with the County Comptroller available to certain contractors providing social services or health services contracts.

CONTRACTOR or VENDOR [Amended 12-18-1990 by L.L. No. 41-1990²; 6-29-1993 by L.L. No. 28-1993³] -

Any proprietorship, partnership or closely held corporation which has a contract with Suffolk County in excess of one thousand dollars (\$1,000.) or which has three (3) or more contracts with Suffolk County, any three (3) of which, when combined, exceed one thousand dollars (\$1,000.), except:

(1) Hospitals.

(2) Educational or governmental entities.

¹ Editor's Note: This local law was adopted by the legislature after disapproval by the Executive on 5-26-1993.

² Editor's Note: This local law was adopted by the Legislature after disapproval by the Executive on 12-13-1990. See the note at § A4-12.

³ Editor's Note: This local law was adopted by the Legislature after disapproval by the Executive on 5-26-1993. See note above.

(3) Not-for-profit corporations.

(4) Contracts providing for foster care, family day-care providers or child protective consulting services.

FULL DISCLOSURE CLAUSE - A proviso to be included as a material part of a contract imposing upon the contractor or vendor a material, contractual and statutory duty to file a verified public disclosure statement.

VERIFIED PUBLIC DISCLOSURE STATEMENT - A declaration, the contents of which are acknowledged before a notary public, containing information required under this section.

B. A full disclosure clause is to be included in all future contracts between Suffolk County and a contractor or vendor. Such full disclosure clause shall constitute a material part of the contract.

C. Notice of the full disclosure clause shall be included and made a part of the specifications, if any, which are submitted to interested potential bidders.

D. Each contractor or vendor shall file a verified public disclosure statement with the Comptroller of Suffolk County as soon as practicable prior to being awarded the contract. An updated disclosure statement shall be filed by the contractor or vendor with the Comptroller by the 31st day of January in each year of the contract's duration. It shall be the duty of the Comptroller to accept and file such statements.

E. No contract shall be awarded to any contractor or vendor, as defined in this section, unless prior to such award a verified public disclosure statement is filed with the Comptroller as provided in this section. Any verified public disclosure statement containing fraudulent information shall constitute, for all purposes, a failure to file such statement in the first instance.

F. The verified public disclosure statement required by this section shall include:

(1) A complete list of the names and addresses of those individual shareholders holding more than five-percent interest in the firm.

(2) The table of organization for the company shall include the names and addresses of all individuals serving on the board of directors or comparable body, the names and addresses of all partners and the names and addresses of all corporate officers. The contractor or vendor shall conspicuously identify any such person in this table of organization who is an officer or an employee of Suffolk County.

- (3) A complete financial statement listing all assets and liabilities as well as a profit-and-loss statement, certified by a certified public accountant. Such statement shall be the most current available and in no event shall have been prepared more than six (6) months prior to the date of the filing of the bid. No financial statement or profit-and-loss statement shall be required from any contractor or vendor having fifty percent (50%) or more of their gross revenues from sources other than the County of Suffolk.
- G. A separate folio for each company shall be maintained alphabetically for public inspection by the Comptroller.
- H. Remedies. The failure to file a verified public disclosure statement as required under this section shall constitute a material breach of contract. Suffolk County may resort, use or employ any remedies contained in Article 2 of the Uniform Commercial Code of the State of New York. In addition to all legal remedies, Suffolk County shall be entitled, upon a determination that a breach has occurred, to damages equal to fifteen percent (15%) of the amount of the contract.
- I. Under no circumstances shall the county be precluded from invoking any remedy contained in the preceding section by reason of its failure to invoke promptly its remedies.

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

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

1. Contractor's/Vendor's Name _____
Address _____
City and State _____ Zip Code _____
2. Contracting Department's Name _____
Address _____
3. Payee Identification or Social Security No. _____
4. Type of Business __ Corporation __ Partnership __ Sole Proprietorship __ Other
- 5.a Is contractor/vendor entering into or has contractor/vendor entered into a contract with Suffolk County in excess of \$1,000? __ Yes __ No.
- 5.b Has contractor/vendor entered into three or more contracts, including the one for which you are now completing this form, with Suffolk County, any three of which, when combined, exceed \$1,000? __ Yes __ No.
6. Table of Organization. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, names and addresses of all partners, and names and addresses of all corporate officers. Conspicuously identify any person in this table of organization who is also an officer or an employee of Suffolk County. (Attach additional sheet if necessary.)

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

8. Does contractor/vendor derive 50% or more of its total revenues from its contractual or vendor relationship with Suffolk County? __ Yes __ No.
9. If you answered yes to 8 above, you must submit with this disclosure statement, a complete financial statement listing all assets and liabilities as well as a profit and loss statement. These statements must be certified by a Certified Public Accountant. (Strike this out if not applicable.)
10. The undersigned shall include this Contractor's/Vendor's Public Disclosure Statement with the contract. (Describe general nature of the contract.) _____

11. **Remedies.** The failure to file a verified public disclosure statement as required under local law shall constitute a material breach of contract. Suffolk County may resort, use or employ any remedies contained in Article II of the Uniform Commercial Code of the State of New York. In addition to all legal remedies, Suffolk County shall be entitled, upon a determination that a breach has occurred, to damages equal to fifteen percent (15%) of the amount of the contract.
12. If you are one of the entities listed below at a) through c) or you qualify under d) below, you are exempt from completing paragraphs numbered 1 through 11 herein:
- a) Hospital
 - b) Educational or governmental entities
 - c) Not-for-profit corporations
 - d) Contracts providing for foster care, family day-care providers or child protective services

Please check to the left side of the appropriate exemption.

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

Dated: _____

Signed: _____

Printed Name of Signer: _____

Title of Signer: _____

Name of Contractor/Vendor: _____

UNIFORM CERTIFICATE OF ACKNOWLEDGMENT
(Within New York State)

STATE OF NEW YORK)

COUNTY OF _____) ss.:

On the ____ day of _____ in the year 2004 before me, the undersigned, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies) and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(signature and office of individual taking acknowledgment)

February 15, 2005

TOWN OF RIVERHEAD

Adopted

Resolution # 151

AUTHORIZES TOWN CLERK TO PUBLISH AND POST NOTICE OF PUBLIC HEARING TO CONSIDER A LOCAL LAW TO AMEND CHAPTER 108 OF THE RIVERHEAD TOWN CODE ENTITLED "ZONING" – AGRICULTURAL WORKER HOUSING

COUNCILMAN BARTUNEK

offered the following resolution which

was seconded by

COUNCILWOMAN BLASS

BE IT

RESOLVED, that the Town Clerk be authorized to publish and post the attached notice to consider a local law to amend Chapter 108 of the Riverhead Town Code entitled "Zoning" once in the February 17th, 1005 edition of the Traveler Watchman, designated as the official newspaper of the Town of Riverhead, also to cause a copy of the proposed amendment to be posted on the signboard of the Town, and

BE IT FURTHER

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

planning/workerhousing.tb

THE VOTE

Bartunek yes ___ no Sanders yes ___ no
Blass yes ___ no Densieski yes ___ no
Cardinale yes ___ no

THE RESOLUTION WAS ___ WAS NOT
THEREFORE DULY ADOPTED

**TOWN OF RIVERHEAD
PUBLIC NOTICE**

PLEASE TAKE NOTICE that a public hearing will be held before the Town Board of the Town of Riverhead at 200 Howell Avenue, Riverhead, New York on the 1st day of March, 2005 at 7:15 o'clock p.m. to consider a local law to amend Chapter 108 entitled, "Zoning" of the Riverhead Town Code as follows:

ARTICLE VA

Residence A-80 (RA-80) Zoning Use District

§ 108-20.2. Uses.

In the RA-80 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:

C. Accessory uses. Accessory uses shall include those uses customarily incidental to any of the above permitted uses or specially permitted uses when located on the same lot. Specifically permitted are the following:

(1) Home occupations or professions conducted within the dwelling by the residents thereof or in a building accessory thereto.

(2) The sale at retail of homegrown or homemade products, provided that all retail uses shall be subject to site plan approval pursuant to Article XXVI of the Riverhead Town Code and the provisions of Chapter 108. The farmer may sell supporting farm products and farm products not grown by the farmer, provided that the area devoted to the sale of said products at no time exceeds 40% of the total merchandising area.

(3). Agricultural worker housing pursuant to the requirements of 108-64.4.

ARTICLE V

Residence B-80 Zoning Use District

§ 108-16. Uses.

In the RB-80 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:

C. Accessory uses. Accessory uses shall include those uses customarily incidental to any of the above permitted uses or specially permitted uses when located on the same lot. Specifically permitted are the following:

(1) Home occupations or professions conducted within the dwelling by the residents thereof or in a building accessory thereto.

(2) The sale at retail of homegrown or homemade products, provided that all retail uses shall be subject to site plan approval pursuant to Article XXVI of the Riverhead Town Code and the provisions of Chapter 108. The farmer may sell supporting farm products and farm products not grown by the farmer provided that the area devoted to the sale of said products at no time exceeds 40% of the total merchandising area.

(3). Agricultural worker housing pursuant to the requirements of 108-64.4.

Town of Riverhead
§ ----- Residence Districts Schedule of Dimensional Regulations
Amended 6-22-2004 by L.L. No. ----2004

Zoning Use District	Minimum	Minimum	Maximum	Maximum	Minimum	Minimum	Minimum	Minimum	Minimum	Minimum
	lot area (square feet)	lot width (feet)	impervious surface (%)	residential buildings (feet)	front yard depth (feet)	either side yard width (feet)	both side yards, total width (feet)	side yard abutting side street (feet)	side yard depth (feet)	rear yard depth (feet)
Agricultural Protection (APZ) <u>3</u>	80,000	175	15	35	60	30	65	60	75	
Residence A-80 (RA-80) <u>3</u>	80,000	175	15	35	60	30	65	60	75	
Residence A-40 (RA-40)										
As-of-right subdivision	40,000	150	15	35	50	25	55	50	60	
Workforce housing option ¹	20,000	100	15	35	40	10	25	40	40	
Hamlet Residential (HR)	80,000	175	15	35	60	30	65	60	75	
Residence B-80 (RB-80) <u>3</u>	80,000	175	15	35	60	30	65	60	75	
Residence B-40 (RB-40)	40,000	150	15	35	50	25	55	50	60	
Retirement Community (RC)	15 acres ²	150	15	35	25	10	25	25	40	

NOTES:

- ¹ The workforce housing option allows an increased development yield of fifty (50%) percent provided that sixty-six percent (66%) of the total lots within the subdivision are reserved for workforce housing.
- ² The minimum parcel area to be considered for inclusion within the Residence RC Zoning Use District shall be fifteen (15) acres with development yield of one (1) unit per 40,000 square feet.
- ³ Agricultural worker housing development yields not to exceed (1) unit per 80,000 square feet of real property.

Dated: Riverhead, New York
February 15, 2005

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD

BARBARA GRATTAN, Town Clerk

* Underline represents addition(s)

February 15, 2005

Adopted

TOWN OF RIVERHEAD

Resolution # 152

ESTABLISHES A MANDATORY RESERVE FUND TO RETIRE THE OUTSTANDING BONDED INDEBTEDNESS ISSUED BY THE TOWN FOR THE ACQUISITION OF AND CAPITAL IMPROVEMENTS MADE TO THE SUFFOLK THEATRE

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

WHEREAS, on January 7, 1994, the Town of Riverhead acquired the Suffolk Theatre and issued certain obligations to finance the purchase and necessary capital improvements to the theatre building; and

WHEREAS, on October 14, 2004, in order to reduce the cost to service the bonded indebtedness, the Town of Riverhead refinanced said outstanding obligations; and

WHEREAS, the call on the bonds issued to refund the outstanding indebtedness are not callable for a period of eight years from the date said bonds were issued; and

WHEREAS, the Suffolk Theatre is scheduled to be sold on February 17, 2005;

NOW, THEREFORE, BE IT RESOLVED, that as required by Section 6-1 of the General Municipal Law of the State of New York, the Riverhead Town Board hereby establishes a mandatory reserve fund for the purpose of retiring the outstanding obligations issued to finance the acquisition of and capital improvements made to the Suffolk Theatre; and

BE IT FURTHER RESOLVED, that the net proceeds realized from the sale of the Suffolk Theatre be deposited into said mandatory reserve fund dedicated to service and retire said outstanding debt; and

BE IT FURTHER RESOLVED, that the Town Clerk be authorized to forward a copy of this Resolution to the Riverhead Town Attorney and Financial Administrator.

THE VOTE
Bartunek [checked] yes ___ no Sanders [checked] yes ___ no
Blass [checked] yes ___ no Densieski [checked] yes ___ no
Cardinale ___ yes ___ no

Attorney: Chris: Mandatory Reserve Fund

THE RESOLUTION WAS NOT THEREFORE DULY ADOPTED

02/15/05

Adopted

TOWN OF RIVERHEAD

Resolution # 153

AUTHORIZES TOWN CLERK TO PUBLISH AND POST PUBLIC NOTICE TO CONSIDER A LOCAL LAW TO AMEND CHAPTERS 52 AND 108 OF THE RIVERHEAD TOWN CODE TO CREATE § 52-10 (F), § 108-77 (A)(3), § 108-96 (D)(4), § 108-97 (F)(6), § 108-131 (B)(6) ENTITLED "ELECTRONIC RECORDS RETENTION FEES"

COUNCILMAN DENSIESKI offered the following resolution, was seconded by

COUNCILMAN BARTUNEK:

RESOLVED, the Town Clerk be and is hereby authorized to publish the attached public notice to consider a local law to amend chapters 52 and 108 of the Riverhead Town Code to create § 52-10 (F), § 108-77 (A)(3), § 108-96 (D)(4), § 108-97 (F)(6), § 108-131 (B)(6) entitled "ELECTRONIC RECORDS RETENTION FEES" once in the February 17, 2005 issue of the News Review, the newspaper hereby designated as the official newspaper for this purpose, and also to cause a copy of the proposed amendment to be posted on the sign board of the Town; and be it further

RESOLVED, that the Town Clerk be and is hereby directed to forward a copy of this resolution to the Town Attorney.

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

**TOWN OF RIVERHEAD
PUBLIC NOTICE**

PLEASE TAKE NOTICE that a public hearing will be held before the Town Board of the Town of Riverhead at 200 Howell Avenue, Riverhead, New York on the 1st day of March, 2005 at 7:05 o'clock p.m. to consider a local law to amend chapters 52 and 108 of the Riverhead Town Code to create § 52-10 (F), § 108-77 (A)(3), § 108-96 (D)(4), § 108-97 (F)(6), § 108-131 (B)(6) entitled "ELECTRONIC RECORDS RETENTION FEES" as follows:

ELECTRONIC RECORDS RETENTION FEES

An electronic records retention fee must also be paid in accordance with the fee schedule which shall be determined from time to time by resolution of the Town Board of the Town of Riverhead.

Dated: Riverhead, New York
February 17, 2005

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD

BARBARA GRATTAN, Town Clerk

* Underline represents addition(s)

February 15, 2005

Adopted

TOWN OF RIVERHEAD

Resolution # 154

AUTHORIZES THE SUPERVISOR TO EXECUTE A CONTRACT BETWEEN TOWN OF RIVERHEAD AND COMMUNITY ENERGY, INC. FOR THE PURCHASE OF WIND ENERGY

COUNCILWOMAN SANDERS offered the following resolution, was seconded by

COUNCILWOMAN BLASS :

WHEREAS, The Town Board finds that power generation from polluting, non-renewable resources such as oil and coal has resulted in serious human health impairments such as heart and lung disease and negative impacts on wildlife, plants, and the natural environment including acid rain and urban smog and fossil fuel dependence has become a factor in conflicts over the world's dwindling non-renewable resources; and

WHEREAS, The Town Board acknowledges that in the aftermath of the large scale blackout the public has become more aware of energy issues and the consequences resulting from our energy choices; and

WHEREAS, The Town Board recognizes that Energy Conservation has not been used to its fullest as a strategy to reduce the serious negative impacts caused by fossil fuels used for energy generation; and

WHEREAS, The Town Board recognizes further that the use of clean, renewable wind energy has many benefits including in-state production opportunities with minimal environmental impacts, increased income for local producers including small farm interests, economic development support and dramatic air quality improvements; and

WHEREAS, Increasing local demand for clean, renewable energy production helps to redirect regional, state and national energy policies; and

WHEREAS, Leadership at the local municipal level is essential in achieving fundamental policy change in state and national energy policies.

NOW THEREFORE BE IT RESOLVED, That Town of Riverhead will continue to be a leader in the effort to improve environmental quality and redirect energy policy, and therefore adopts the following policy priorities to promote energy efficiency, clean energy production and clean, renewable energy markets using the following practices:

THE VOTE

Bartunek	✓	yes	___	no	Sanders	✓	yes	___	no
Blass	✓	yes	___	no	Densieski	✓	yes	___	no
					Cardinale	✓	yes	___	no

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

I. Change the Town's purchase of electric energy so that it includes a growing proportion of non-polluting, "green" power with a goal of no less than 50%; and

II. Take active steps to encourage and promote the use of energy conservation, energy efficiency and clean, renewable energy technology choices by area residents as part of our overall commitment to encouraging clean energy production and environmental protection.

BE IT FURTHER RESOLVED, that the Supervisor is hereby authorized to execute the attached Agreement between the Town and Community Energy, Inc. to purchase wind energy for all municipal uses in the Town of Riverhead. Said Agreement authorizes the payment rate for wind energy at 1.4 cents/kWh above the Town's current rate. The estimated annual contract amount is \$46,592.00 based upon last years usage.; and be it further

RESOLVED, So that the intent of this Honorable Board be widely known, the Town Clerk is hereby directed to forward a certified copy of this resolution to the Keith Christenson, Community Energy, Inc., 2 Lewis Road, Wappingers Falls, New York 12590; the Office of the Supervisor; the Office of the Town Attorney; Office of the Town Engineer and the Accounting Department.



NewWind Energy® Purchase Agreement

This Agreement is between Community Energy, Inc. ("CEI"), and
Town of Riverhead ("Customer").

Customer Information

Address: 200 Howell Avenue City: Riverhead NY Zip: 11901

Contact: Kenneth Testa E-mail: testa@riverheadli.com

Telephone: 631.727.3200 x 279 Fax: _____

Credit Rating: _____

Utility Information

Electric Utility: LIPA Utility Account No.: 955-35-0472

Competitive Electric Supplier (if applicable): _____

Wind Purchase Information

CEI Representative: Keith

Term: 5 YEARS Start Date: 3.1.2005

Annual Wind Supply Allotment: 3,328 kWh/Yr.

Estimated Percent of total kWh usage: 50 %

Wind Energy Premium: 1.4 Cents/kWh Total Annual Contract Amount: \$ ~~59,904.00~~ ^{46,592.00}

Payment Information

Direct Monthly Bill: X

NewWind Energy® Logo License Options

Please check if interested in using the NewWind Energy® logo on your letterhead, website or product label. Please see the appropriate section for additional terms and conditions.

X Customer letterhead or website use (see Section 9 for more information)

RECITALS

- A. CEI markets wind-generated electricity;
- B. The Customer desires to support wind-generated electricity delivered to the electric grid control region of the New York Independent System Operator (the "NYISO Grid");
- C. The Customer facilities are located within the electric grid control region of the NYISO Grid;
- D. CEI agrees to arrange for the delivery of wind-generated electricity to the NYISO Grid on behalf of the Customer ("NY Wind Supply");

AGREEMENT

NOW, THEREFORE, in consideration of their mutual promises the parties agree as follows.

1. Term. The contract will be automatically extended for additional 12 month terms after the Term unless cancelled by either party prior to the end of the initial Term or such additional term.
2. Annual Wind Supply Allotment. Community Energy agrees to arrange delivery of NY Wind Supply to the NYISO Grid on Customer's behalf in the total amount not to exceed the Wind Supply Allotment set forth above, from the calendar year(s) of each contract year, subject to reduction by reason of NY Wind Supply availability limitations during a given period (the "Annual Wind Supply Allotment"). For contracts signed during the first quarter of the year, NY Wind Supply from the preceding quarter can be delivered to fulfill the Annual Wind Supply Allotment.
3. Wind Energy Premium.
 - 3.1 Premium Amount. Customer agrees to pay to CEI a wind energy premium, set forth above, per kilowatt hour of the NY Wind Supply Allotment.
 - 3.2 Payments. Subject to annual true-up pursuant to section 3.3 below, Customer shall make monthly payments to Community Energy payable within 30 days of CEI issuing an invoice, beginning with the month following the start date set forth above.
 - 3.3 True-Up. At the conclusion of every full calendar year of the Term, CEI shall complete a reconciliation of the amount of Wind Energy Premium paid by Customer during the period compared to the amount of NY Wind Supply delivered for the previous contract year.
 - 3.3.1 In the event the amount of Wind Energy Premium payments by Customer during the previous Contract Year is greater than the amount due based on the actual amount of the Wind Supply Allotment delivered for the same Contract Year, the difference shall be paid to Customer, or at the option of Customer credited against the next payment.
 - 3.3.2 In the event the amount of Premium payments by Customer during any Contract Year is less than the amount due based on the actual amount of the Wind Supply Allotment delivered for the same Contract Year, the difference shall be paid to CEI, provided that in no event shall Customer be obligated to pay over the 12 month term of the contract payments exceeding the total contract amount.
 - 3.4 Interest. Amounts unpaid after thirty (30) days shall bear interest at the rate of one-percent (1.0%) per month.
4. Environmental Credits and Value. All environmental value and credits, to the extent such credits arise or exist, resulting from or associated with the NY Wind Supply delivered to meet the Annual Wind Supply Allotment, upon payment of the associated wind energy premium, shall accrue to and be assigned exclusively to Customer.
5. Energy Commodity Value. The energy commodity value recovered from the sale of wind-generated electricity to the NYISO Grid shall be recovered by the power wholesaler, and Customer shall have no rights or obligations with respect to the energy commodity.
6. Certification of Wind Energy Delivery. On an annual basis, CEI shall provide to Customer a Certificate of wind-generation production, specifying the amount in megawatt hours of wind-generated electricity delivered to the NYISO Grid to meet the Annual Wind Supply Allotment under this Agreement for the calendar year. The verification, accounting and audit standards used to provide the Certificate shall be those prescribed by the Center for Resource Solutions "Green E Standards" or other industry standard.

7. Conversion Transaction. CEI shall provide the Customer's electric energy supplier the rights to perform Conversion Transactions for the Annual Wind Supply Allotment, through a process administered by the New York State Public Service Commission. If Customer's retail electric energy supplier does not accept these Conversion Transactions rights, New York State PSC rules may preclude the issuance of certificates for the NY Wind Supply provided under this Agreement.

8. Early Termination. In the event of regulatory or other market changes that require CEI to discontinue its offer of NewWind Energy[®] to Customer, this contract may be terminated on sixty (60) days notice by CEI, or at the election of the Customer and CEI, shall be automatically assigned to another party, and such election shall release CEI of further obligations under this Agreement.

9. NewWind Energy[®] Logo License for Customer Letterhead or Website.

If Customer has elected this provision, Customer must purchase NewWind Energy[®] equal to at least 5% of the electrical energy used at customer's location, or \$10 per month.

For the term of this Agreement, CEI grants a limited right and license to use the words, "NewWind Energy[®]," (the "mark"), which shall be used in the format and with and the brand logo and identification words from Community Energy Inc. on the letterhead or website of the company. Subject to prior approval, CEI will allow the use of the name Community Energy in descriptive information. The license in the mark and logo and permission to use the name Community Energy Inc. shall terminate upon conclusion of the agreement to purchase NewWind Energy[®].

CEI reserves the right to audit energy use to verify that NewWind Energy[®] purchase criteria required for granting this license is being met.

10. Contact Information:

Community Energy 150 Strafford Avenue Wayne, PA 19087 1-866-WIND-123

Customer:

Community Energy Inc.

By: _____

By: _____

Print: _____

Print: _____

Title: _____

Title: _____

Date: _____

Date: _____

CONTRACT ADDENDUM: NEW WIND ENERGY MUNICIPAL BUYERS GROUP DISCOUNT

Each New York State municipality purchasing New Wind Energy will receive a volume discount for the aggregated wind energy purchases of all NY municipalities calculated from the starting date of each new municipal New Wind Energy contract.

At the end of each calendar year, all New York municipal New Wind Energy purchases will be aggregated and any volume discounts that result from new municipal purchases will be applied to the next calendar year's payments. Prior year credits for payments at a higher level than the new aggregate municipal price that takes effect with each new contract will be credited against the next year's payments as well. Volume based discount levels are defined in NY Municipal Price Matrix addendum below.

The New Wind Energy Municipal Buyers Group Discount applies to every town, municipality, county or borough receiving purchasing Community Energy's New Wind Energy product.

Adopted

February 15, 2005

TOWN OF RIVERHEAD

Resolution # 155

CLASSIFIES ACTION AND DECLARES LEAD AGENCY ON SPECIAL PERMIT OF ALTAIR PHARMACEUTICALS, INC. AND REFERS PETITION TO THE PLANNING BOARD

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

WHEREAS, the Riverhead Town Board is in receipt of a special permit petition from Michael S. Sawaya, General Council, Altair Pharmaceuticals, Inc., pursuant to Section 108-51 of the Riverhead Town Code to construct additions of 50,000sq.ft. to an existing industrial building as an expansion of the pre existing non conforming facility located on a 27.5ac. parcel zoned Agricultural Protection Zone (APZ); such property more particularly described as SCTM 0600-45-1-16, and

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

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

WHEREAS, the Riverhead Planning Department has prepared a SEQR staff report outlining the project's impacts, and

WHEREAS, the Town Board desires the recommendations of the Riverhead Planning Board respecting planning and zoning issues prior to a determination of significance, now

THEREFORE, BE IT

RESOLVED, that the Riverhead Town Board declares itself to be the lead agency in the special permit application of Altair Pharmaceuticals, Inc. which it classifies as an Unlisted action, and

BE IT FURTHER

RESOLVED, that the Town Clerk be directed to refer the petition to the Riverhead Planning Board for their review and recommendation and is hereby authorized to forward a certified copy of this resolution to the Planning Department and to the applicant or his agent.

THE VOTE

Bartunek yes ___ no Sanders yes ___ no
Blass yes ___ no Densieski yes ___ no
Cardinale yes ___ no

Planning/JBH

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

Adopted

February 15th, 2005

TOWN OF RIVERHEAD

Resolution # 156

**APPROVES SITE PLAN OF CELLULAR TELEPHONE COMPANY D/B/A
AT&T WIRELESS – FRESH POND AVENUE**

COUNCILWOMAN BLASS

offered the following resolution,

COUNCILMAN DENSIESKI

which was seconded by _____:

WHEREAS, a site plan and elevations were submitted by Cellular Telephone Company (d/b/a AT&T Wireless) to collocate two (2) panel antennas with additional equipment cabinets onto an existing tower located at Fresh Pond Avenue, Calverton, New York, known and designated as Suffolk County Tax Map Number 0600-77-3-1; and

WHEREAS, the Planning Department has reviewed the site plan dated September 17th, 2004, as prepared by Argo Parrello, P.E. and elevations dated September 17th, 2004, as prepared by Argo Parrello, P.E., has recommended to the Town Board of the Town of Riverhead that said site plan application be approved; and

WHEREAS, the Town Board has carefully considered the merits of the site plan application, the SEQRA record to date, the report of the Planning Department, as well as all other relevant Planning, Zoning and Environmental information; and

WHEREAS, a copy of the site plan has been marked and initialed by the Town Board to show changes that are further set forth in this resolution, which site plan shall be on record with the Town Clerk; and

WHEREAS, the site plan review fee, as required by Section 108-131 B(3) of the Code of the Town of Riverhead has been received and deposited as per Receipt Number 2004-1005 of the Office of the Financial Administrator of the Town of Riverhead; and;

WHEREAS, this Town Board has reviewed the site plan and elevations aforementioned.

NOW, THEREFORE, BE IT

RESOLVED, that in the matter of the site plan application of the Riverhead Town Board hereby declares itself to be the Lead Agency and further determines the action to be Unlisted pursuant to 6NYCRR Part 617 and that an Environmental Impact Statement need not be prepared.

BE IT FURTHER

THE VOTE

Bartunek yes ___ no Sanders yes ___ no
Blass yes ___ no Densieski yes ___ no
Cardinale yes ___ no

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

RESOLVED, that the site plan and elevations submitted by Cellular Telephone Company (d/b/a AT&T) to collocate two (2) sets of antennas with additional equipment cabinets onto an existing tower located at Fresh Pond Avenue, Calverton, New York, site plan dated September 17th, 2004 as prepared by Argo Parrello, P.E. and elevations dated September 17th, 2004 as prepared by Argo Parrello, P.E., be and are hereby approved by the Town Board of the Town of Riverhead, subject to the following:

1. That the provisions of the **Riverhead Town Code**, which are not addressed by this resolution, or other official action of the Town shall, at all times, be complied with by the owner of the property covered by this site plan;
2. That a covenant containing all the limitations and provisions of these approvals contained in this resolution, in a form as attached, shall be recorded with the Suffolk County Clerk and a copy of such recorded covenant shall be filed with the Riverhead Town Clerk. This resolution shall not become effective until such covenant is duly recorded with the Suffolk County Clerk's Office and filed with the Riverhead Town Clerk;
3. That the form, design, location, and color of all signage shall be submitted to the Town Board for its review and approval pursuant to the site plan approves and the sign permit procedure prior to being installed at the property; that all signage so proposed shall be coordinated in appearance and design; and that all provisions of Section 108-56 of the **Riverhead Town Code** shall be complied with, and that all tenants shall be apprised of said requirements as well as those of Section 108-110.7 and any restrictions imposed as a condition of the site plan approval granted herein;
4. That no lighting shall be installed or adjusted in such a way as to cause direct glare on neighboring properties or adjoining highways;
5. That the applicant is familiar with the **Riverhead Town Code**, Chapter 96, entitled, "Trash, Rubbish and Refuse Disposal," and Chapter 98, prohibiting the accumulation of litter, and requiring the enclosure of dumpsters, and agrees to abide by same;
6. That receptacles of a decorative design, approved by the Planning Department prior to their installation at the site, shall be maintained on the premises;
7. That parking, paving and drainage shall be provided pursuant to specifications outlined in the **Riverhead Town Code**;
8. That the parking area shall be maintained pursuant to specifications outlined in the **Riverhead Town Code**;
9. That adequate parking for the handicapped, pursuant to State and Federal law and the Code of the Town of Riverhead, shall be provided and that each handicap stall shall be designated by an individual sign erected on a stanchion stating, "No Parking, Handicap Only," and the universal symbol affixed thereto. Further, by execution and filing of this document, hereby authorizes and consents to the Town of Riverhead to

enter premises -at Fresh Pond Avenue, Calverton, New York, to enforce said handicapped parking regulations;

10. That any and all landscaped and paved areas shall be regularly maintained in an orderly and professional manner and kept free of weeds and litter; and that any planters, planter boxes, window boxes or other container plantings shall likewise be maintained on a year-round basis;
11. That all new utilities shall be constructed underground;
12. That pursuant to Section 108-133(I) of the **Code of the Town of Riverhead**, the applicant, upon approval of a final site plan by this resolution and prior to the issuance of a land clearing and/or building permit, shall post a performance bond or other equivalent security. The performance bond or other equivalent security assures the performance of all the conditions of the building permit in accordance with the site plan approval. The Supervisor, upon approval from the Town Attorney as to form, is hereby authorized to accept said performance bond or other security, which shall be filed with the Town Clerk subsequent to approval of the site plan herein. The building permit shall not be issued until the Town Clerk certifies that the performance bond or other security has been filed in the Office of the Town Clerk of the town of Riverhead. Said security shall be in full force and effect for the term of the building permit or any renewal thereof.
13. That the topsoil shall conform to the specifications of the New York State Department of Transportation in regard to pH, organic content, and gradation;
14. That all nursery stock and installation methods thereof shall meet the latest "American Standards for Nursery Stock," as published by the American Association of Nurserymen;
15. That a post construction certification be provided to the Town, from the applicant's engineer;
16. That the structural modifications to the tower as proposed by Malouf Engineering Intl., Inc., be required in conjunction with the proposed erection of the antennas; and be it further

RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to, Jacalyn R. Fleming, Munley, Meade, Nielsen, & Re, 36 North New York Avenue, Huntington, New York 11743, attorneys for applicant, the Riverhead Planning Department, Riverhead Building Department, and the Town Engineer, and Assessor's Office.

Planning Dept.



TOWN OF RIVERHEAD

Office of the Town Attorney

200 HOWELL AVENUE, RIVERHEAD, NEW YORK 11901-2596

(631) 727-3200 Fax (631) 727-6152 e-mail: thomas@riverheadli.com

Dawn C. Thomas, Esq., Town Attorney - Ext. 215

Christopher Kent, Esq., Deputy Town Attorney - Ext. 215

Mary C. Hartill, Esq., Deputy Town Attorney - Ext. 378

Sean M. Walter, Esq., Deputy Town Attorney - Ext. 608

Laura J. Calamita, Paralegal - Ext. 215

Instructions Regarding Covenants for Town of Riverhead Subdivisions and Site plan Applications

The Riverhead Town Attorneys Office reviews all signed covenants before they are approved for recording. All covenants must be recorded in the Office of the Suffolk County Clerk with an original certified copy and three photocopies forwarded to the Office of the Town Attorney before any subdivision maps will be signed or building permits will be issued.

Submit the following to the Office of the Town Attorney for review:

1. Covenants
 - A. Three photocopies of the covenants, no originals, completely assembled in proper order. The covenants must include:
 - a. All declarants listed in the title certification.
 - b. Signatures and acknowledgements for all declarants.
 - c. Schedule "A" - Description of the property and the easement area if applicable. The description of the property must match the property as shown in the subdivision of site plan application.
 - d. Schedule "B" - Fully executed consent of mortgagees/lienors, if applicable. All signatures must be acknowledged.
 - B. Do not send original covenants to the Office of the Town Attorney. The original must be retained by you for recording in Office of the Suffolk County Clerk. Do not record a covenant until you receive written approval from the Office of the Town Attorney.
 - C. Business Entities Authorization to record covenants (LLC, Inc. Corp.), if applicable, does not have to be attached to or recorded with covenants. However, a business entity must

submit along with the proposed covenant an opinion letter of counsel establishing the authorization of the individual(s) executing all documents pursuant to the corporate bylaws, operation agreement. Etc.. The opinion letter shall be in the form prescribed by the Office of the Town Attorney.

2. Title Certification – The original and one copy of the Title certification must be included in your submission. Title certifications must follow the format of the model certification included in this packet and must be up to date (no more than 2 weeks from the date of submission). Title certifications must include the property description matching the covenants. The Town will only accept title certifications underwritten by a title company licensed to do business in New York State. Title certifications must be insured for a minimum of \$1,000.00 .
3. Recording – The Following procedure must be followed to record covenants:
 - A. Take the original and one copy of the covenant to the Real Property Tax Service Agency located on the second floor of the Riverhead County Center. The Real Property Tax Service Agency will verify the lot information in the covenant.
 - B. After verification, submit the original and a copy of the covenant to the Recording Office located on the first floor of the Riverhead County Center. Request that the Clerk certify the copy. The Clerk will give you the certified copy immediately.
 - C. After recording, submit one certified copy of the covenants along with three photocopies to the Office of the Riverhead Town Attorney.

DECLARATION OF COVENANTS

THIS DECLARATION made by _____ this _____ day of _____

1. a domestic corporation with offices located at _____

2. residing at _____

3. a sole proprietorship or partnership having a principal place of business at _____

hereinafter referred to as the DECLARANT, as the owner of premises described in

Schedule "A" annexed hereto (hereinafter referred to as the PREMISES) desires to

restrict the use and enjoyment of said PREMISES and has for such purposes

determined to impose on said PREMISES covenants and restrictions and does hereby

declare that said PREMISES shall be held and shall be conveyed subject to the

following covenants and restrictions:

1. DECLARANT has made application to the Town of Riverhead (hereinafter referred to as the TOWN) for a permit to construct, approval of plans or approval of a subdivision or site plan for development on the PREMISES.

2. As a condition of approval by the DECLARANT of the subdivision or site plan, the DECLARANT covenants that there

3. The DECLARANT, its successors and/or assigns shall set forth these covenants, agreements and declarations in any and all leases to occupants, tenants and/or lessees of the above described property and shall, by their terms, subject same to the covenants and restrictions contained herein. Failure of the DECLARANT, its successors and/or assigns to so condition the leases shall not invalidate their automatic subjugation to the covenants and restrictions.
4. All of the covenants and restrictions contained herein shall be construed to be in addition to and not in derogation or limitation upon any provisions of local, state and federal laws, ordinances and/or regulations in effect at the time of execution of this agreement, or at the time such laws, ordinances, and/or regulations may thereafter be revised, amended or promulgated.
5. This document is made subject to the provisions of all laws required by law or by their provisions to be incorporated herein and they are deemed to be incorporated herein and made a part hereof, as though fully set forth.
6. The aforementioned Restrictive Covenants shall be enforceable by the Town of Riverhead, State of New York, by injunctive relief or by any other remedy in equity or at law. The failure of said agencies of the Town of Riverhead to enforce the same shall not be deemed to affect the validity of this covenant nor to impose any liability whatsoever upon the Town of Riverhead or any officer or employee thereof.

7. These covenants and restrictions shall run with the land and shall be binding upon the DECLARANT, its successors and assigns, and upon all persons or entities claiming under them, and may be terminated, revoked or amended only with the written consent of the TOWN.
8. If any section, subsection, paragraph, clause, phrase or provision of these covenants and restrictions shall, by a Court of competent jurisdiction, be adjudged illegal, unlawful, invalid or held to be unconstitutional, the same shall not affect the validity of these covenants as a whole, or any other part or provision hereof other than the part so adjudged to be illegal, unlawful, invalid, or unconstitutional.
9. The DECLARANT represents and warrants that he has not offered or given any gratuity to any official, employee or agent of Town of Riverhead, Suffolk County, New York, State, or of any political party, with the purpose or intent of securing favorable treatment with respect to the performance of an agreement.

By: _____

ACKNOWLEDGMENT

STATE OF NEW YORK)

) ss.:

COUNTY OF SUFFOLK)

On the _____ day of _____ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

SCHEDULE "A"

DESCRIPTION OF PROPERTY

DECLARANT:

Town of Riverhead Reference Number

SCHEDULE "B"

CONSENT OF MORTGAGEE/LIENOR

DECLARANT:

Town of Riverhead REF. NO.

NAME OR MORTGAGEE:

LIBER NO.:

PAGE NO.:

In the Matter of the application of _____, the undersigned,
as holder of a mortgage or lien on premises described in Schedule "A" annexed hereto,
hereby consents to the annexed covenants and restrictions on said premises.

By:

ACKNOWLEDGMENT

STATE OF NEW YORK)

) ss.:

COUNTY OF SUFFOLK)

On the _____ day of _____ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

Town of Riverhead
Office of the Town Attorney
200 Howell Avenue
Riverhead, New York 11901

Re: Applicant:

Dear Sir/Madam:

The undersigned, _____, is counsel for _____.
I am of the opinion, based upon my review of the documents, corporate documents and
banking records that _____ have full
authorization to execute covenants on behalf of _____. I give
this opinion knowing that the Town of Riverhead will rely on same.

By:

February 15th, 2005

TOWN OF RIVERHEAD

Resolution # 157

Adopted

APPROVES AMENDED SITE PLAN OF RIVERHEAD CENTRE, LLC
TGI FRIDAY'S EXTERIOR RENOVATIONS

COUNCILMAN DENSIESKI offered the following resolution,
which was seconded by **COUNCILWOMAN SANDERS**:

WHEREAS, by Resolution #153, dated February 15th, 2000, the Riverhead Town Board did approve the Change of Zone Petition of Riverhead Centre, LLC, and the subsequent granting of special permits to allow the construction of a regional shopping center upon real property located at County Route 58, Riverhead, New York, known and designated as Suffolk County Tax Map Number 0600-101.2.11.1; and

WHEREAS, Tomlin Construction, as agent for TGI Friday's, has requested that an amendment to the aforementioned site plan be approved by the Riverhead Town Board to remove and add accent lighting and the installation of new replacement awnings; and

WHEREAS, the Planning Department has reviewed such amendment and has recommended that the Town Board accept such modification; and

WHEREAS, this Town Board has reviewed the modification aforementioned;
and

WHEREAS, the site plan amendment fee in the amount of \$500.00, as required by Section 108-131 B(3) of the Code of the Town of Riverhead has been received and deposited as per Receipt Number 2004-1005 of the Office of the Financial Administrator of the Town of Riverhead;

NOW, THEREFORE, BE IT

RESOLVED, that in the matter of the site plan of TGI Friday's the Riverhead Town Board declares itself to be the Lead Agency and further determines the action to Type II pursuant to 6NYCRR Part 617.

NOW, THEREFORE BE IT

RESOLVED, that the Town Board of the Town of Riverhead does hereby amend the site plan approval of TGI Friday's as depicted by the elevations prepared by Allen Industries, dated August 11th, 2004 subject to the following.

1. A maximum mounting height of seventeen feet (17) above existing grade;
2. All fixtures shall be equipped with a maximum 75 watt lamp with a maximum mean energy output of 700 lumens.

BE IT FURTHER RESOLVED

RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to BIT Investments Twenty-Seven, c/o ING Clarion Partners, 230 Park Avenue, 12th Floor, New York, New York 10169, Bobby Tomlin, Tomlin Construction, 17 Sandridge Drive, Bella Vista, Arizona, the Riverhead Planning Department, Building Department, Town Engineer, Assessors' Office, and Office of the Town Attorney.

THE VOTE

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

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

PLANNING DEPARTMENT



TOWN OF RIVERHEAD

Office of the Town Attorney

200 HOWELL AVENUE, RIVERHEAD, NEW YORK 11901-2596

(631) 727-3200 Fax (631) 727-6152 e-mail: thomas@riverheadli.com

Dawn C. Thomas, Esq., Town Attorney - Ext. 215

Christopher Kent, Esq., Deputy Town Attorney - Ext. 215

Mary C. Hartill, Esq., Deputy Town Attorney - Ext. 378

Sean M. Walter, Esq., Deputy Town Attorney - Ext. 608

Laura J. Calamita, Paralegal - Ext. 215

Instructions Regarding Covenants for Town of Riverhead Subdivisions and Site plan Applications

The Riverhead Town Attorneys Office reviews all signed covenants before they are approved for recording. All covenants must be recorded in the Office of the Suffolk County Clerk with an original certified copy and three photocopies forwarded to the Office of the Town Attorney before any subdivision maps will be signed or building permits will be issued.

Submit the following to the Office of the Town Attorney for review:

1. Covenants

- A. Three photocopies of the covenants, no originals, completely assembled in proper order. The covenants must include:
 - a. All declarants listed in the title certification.
 - b. Signatures and acknowledgements for all declarants.
 - c. Schedule "A" - Description of the property and the easement area if applicable. The description of the property must match the property as shown in the subdivision of site plan application.
 - d. Schedule "B" - Fully executed consent of mortgagees/lienors, if applicable. All signatures must be acknowledged.
- B. Do not send original covenants to the Office of the Town Attorney. The original must be retained by you for recording in Office of the Suffolk County Clerk. Do not record a covenant until you receive written approval from the Office of the Town Attorney.
- C. Business Entities Authorization to record covenants (LLC, Inc. Corp.), if applicable, does not have to be attached to or recorded with covenants. However, a business entity must

submit along with the proposed covenant an opinion letter of counsel establishing the authorization of the individual(s) executing all documents pursuant to the corporate bylaws, operation agreement. Etc.. The opinion letter shall be in the form prescribed by the Office of the Town Attorney.

2. Title Certification – The original and one copy of the Title certification must be included in your submission. Title certifications must follow the format of the model certification included in this packet and must be up to date (no more than 2 weeks from the date of submission). Title certifications must include the property description matching the covenants. The Town will only accept title certifications underwritten by a title company licensed to do business in New York State. Title certifications must be insured for a minimum of \$1,000.00.
3. Recording – The Following procedure must be followed to record covenants:
 - A. Take the original and one copy of the covenant to the Real Property Tax Service Agency located on the second floor of the Riverhead County Center. The Real Property Tax Service Agency will verify the lot information in the covenant.
 - B. After verification, submit the original and a copy of the covenant to the Recording Office located on the first floor of the Riverhead County Center. Request that the Clerk certify the copy. The Clerk will give you the certified copy immediately.
 - C. After recording, submit one certified copy of the covenants along with three photocopies to the Office of the Riverhead Town Attorney.

DECLARATION OF COVENANTS

THIS DECLARATION made by _____ this _____ day of _____

1. a domestic corporation with offices located at _____

2. residing at _____

3. a sole proprietorship or partnership having a principal place of business at _____

hereinafter referred to as the DECLARANT, as the owner of premises described in

Schedule "A" annexed hereto (hereinafter referred to as the PREMISES) desires to

restrict the use and enjoyment of said PREMISES and has for such purposes

determined to impose on said PREMISES covenants and restrictions and does hereby

declare that said PREMISES shall be held and shall be conveyed subject to the

following covenants and restrictions:

1. DECLARANT has made application to the Town of Riverhead (hereinafter referred to as the TOWN) for a permit to construct, approval of plans or approval of a subdivision or site plan for development on the PREMISES.
2. As a condition of approval by the DECLARANT of the subdivision or site plan, the DECLARANT covenants that there

3. The DECLARANT, its successors and/or assigns shall set forth these covenants, agreements and declarations in any and all leases to occupants, tenants and/or lessees of the above described property and shall, by their terms, subject same to the covenants and restrictions contained herein. Failure of the DECLARANT, its successors and/or assigns to so condition the leases shall not invalidate their automatic subjugation to the covenants and restrictions.
4. All of the covenants and restrictions contained herein shall be construed to be in addition to and not in derogation or limitation upon any provisions of local, state and federal laws, ordinances and/or regulations in effect at the time of execution of this agreement, or at the time such laws, ordinances, and/or regulations may thereafter be revised, amended or promulgated.
5. This document is made subject to the provisions of all laws required by law or by their provisions to be incorporated herein and they are deemed to be incorporated herein and made a part hereof, as though fully set forth.
6. The aforementioned Restrictive Covenants shall be enforceable by the Town of Riverhead, State of New York, by injunctive relief or by any other remedy in equity or at law. The failure of said agencies of the Town of Riverhead to enforce the same shall not be deemed to affect the validity of this covenant nor to impose any liability whatsoever upon the Town of Riverhead or any officer or employee thereof.

7. These covenants and restrictions shall run with the land and shall be binding upon the DECLARANT, its successors and assigns, and upon all persons or entities claiming under them, and may be terminated, revoked or amended only with the written consent of the TOWN.
8. If any section, subsection, paragraph, clause, phrase or provision of these covenants and restrictions shall, by a Court of competent jurisdiction, be adjudged illegal, unlawful, invalid or held to be unconstitutional, the same shall not affect the validity of these covenants as a whole, or any other part or provision hereof other than the part so adjudged to be illegal, unlawful, invalid, or unconstitutional.
9. The DECLARANT represents and warrants that he has not offered or given any gratuity to any official, employee or agent of Town of Riverhead, Suffolk County, New York, State, or of any political party, with the purpose or intent of securing favorable treatment with respect to the performance of an agreement.

By: _____

ACKNOWLEDGMENT

STATE OF NEW YORK)

) ss.:

COUNTY OF SUFFOLK)

On the _____ day of _____ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

SCHEDULE "A"

DESCRIPTION OF PROPERTY

DECLARANT:

Town of Riverhead Reference Number

SCHEDULE "B"

CONSENT OF MORTGAGEE/LIENOR

DECLARANT:

Town of Riverhead REF. NO.

NAME OR MORTGAGEE:

LIBER NO.:

PAGE NO.:

In the Matter of the application of _____, the undersigned,
as holder of a mortgage or lien on premises described in Schedule "A" annexed hereto,
hereby consents to the annexed covenants and restrictions on said premises.

By:

ACKNOWLEDGMENT

STATE OF NEW YORK)

) ss.:

COUNTY OF SUFFOLK)

On the _____ day of _____ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

Town of Riverhead
Office of the Town Attorney
200 Howell Avenue
Riverhead, New York 11901

Re: Applicant:

Dear Sir/Madam:

The undersigned, _____, is counsel for _____.
I am of the opinion, based upon my review of the documents, corporate documents and
banking records that _____ have full
authorization to execute covenants on behalf of _____. I give
this opinion knowing that the Town of Riverhead will rely on same.

By: _____

February 15th, 2005

Adopted

TOWN OF RIVERHEAD

Resolution # 158

APPROVES SITE PLAN OF ART SITES LLC

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

WHEREAS, a site plan was submitted by Glynis M. Berry, to renovate and add 964 sq. ft. to an existing building and place related site improvements for operation as an art gallery and architect's office, upon real property located at West Main Street, Riverhead, New York, known and designated as Suffolk County Tax Map Number 0600-124-4-35.2; and

WHEREAS, by Resolution #31 dated January 4th, 2005, the Town Board of the Town of Riverhead did approved the Special Permit of Glynis M. Berry, Art Sites LLC to renovate and add 964 sq. ft. to an existing building and place related site improvements for operation as an art gallery and architect's office; and

WHEREAS, the Planning Department has reviewed the site plan dated December 15th, 2004 and revised December 31, 2004, prepared by Glynis Berry, R.A. and elevations dated July 6th, 2004 as prepared by Glynis Berry, R.A. has recommended to the Town Board that the site plan be approved; and

WHEREAS, the Town Board, has carefully considered the merits of the petition, the SEQRA record created to date, the report of the Planning Department, the report of the Planning Board, as well as all other pertinent planning, zoning and environmental information; and

WHEREAS, a copy of the site plan has been marked and initialed by the Town Board to show changes that are further set forth in this resolution, which site plan shall be on record with the Town Clerk; and

WHEREAS, the site plan review fee, as required by Section 108-131 B(3) of the Code of the Town of Riverhead has been received and deposited as per receipt number 2004-0824 of the Office of Accounting; and

WHEREAS, this Town Board has reviewed the site plan aforementioned.

THEREFORE, BE IT

RESOLVED, that in the matter of the site plan application of Art Sites, LLC, the Riverhead Town Board determines that the site plan will be a Unlisted action pursuant to 6NYCRR Part 617 and further determines that the action will not cause significant adverse impacts upon either the natural and social environment and that an Environmental Impact Statement need not be prepared; and

NOW, THEREFORE, BE IT

RESOLVED, that the site plan submitted by Glynis M. Berry, Art Sites, LLC, to renovate and add 964 sq. ft. to an existing building and place related site improvements for operation as an art gallery and architect's office, upon real property located at West Main Street, Riverhead, New York, site plan dated December 15th, 2004 and revised December 31st, 2004, as prepared by Glynis M. Berry, R.A. and elevations dated July 6th, 2004 as prepared by Glynis M. Berry, R.A. be and is hereby approved by the Town Board of the Town of Riverhead, subject to the following:

1. That the provisions of the **Riverhead Town Code**, which are not addressed by this resolution, or other official action of the Town shall, at all times, be complied with by the owner of the property covered by this site plan;
2. That a covenant containing all the limitations and provisions of these approvals contained in this resolution, in a form as attached, shall be recorded with the Suffolk County Clerk and a copy of such recorded covenant shall be filed with the Riverhead Town Clerk. This resolution shall not become effective until such covenant is duly recorded with the Suffolk County Clerk's Office and filed with the Riverhead Town Clerk;
3. That the form, design, location, and color of all signage shall be submitted to the Town Board for its review and approval pursuant to the site plan process and the sign permit procedure prior to being installed at the property; that all signage so proposed shall be coordinated in appearance and design; and that all provisions of Section 108-56 of the **Riverhead Town Code** shall be complied with, and that all tenants shall be apprised of said requirements as well as those of Section 108-110.7 and any restrictions imposed as a condition of the site plan approval granted herein;
4. That no lighting shall be installed or adjusted in such a way as to cause direct glare on neighboring properties or adjoining highways;
5. That the applicant is familiar with the **Riverhead Town Code**, Chapter 96, entitled, "Trash, Rubbish and Refuse Disposal," and Chapter 98, prohibiting the accumulation of litter, and requiring the enclosure of dumpsters, and agrees to abide by same;
6. That receptacles of a decorative design, approved by the Planning Department prior to their installation at the site, shall be maintained on the premises;
7. That parking, paving and drainage shall be provided pursuant to specifications outlined in the **Riverhead Town Code**;

8. That the parking area shall be maintained pursuant to specifications outlined in the **Riverhead Town Code**;
9. That adequate parking for the handicapped, pursuant to State and Federal law and the Code of the Town of Riverhead, shall be provided and that each handicap stall shall be designated by an individual sign erected on a stanchion stating, "No Parking, Handicap Only," and the universal symbol affixed thereto. Further, by execution and filing of this document, Glynis M. Berry hereby authorizes and consents to the Town of Riverhead to enter premises at West Main Street, Riverhead, New York, to enforce said handicapped parking regulations;
10. That any and all landscaped and paved areas shall be regularly maintained in an orderly and professional manner and kept free of weeds and litter; and that any planters, planter boxes, window boxes or other container plantings shall likewise be maintained on a year-round basis;
11. That all utilities shall be constructed underground;
12. That pursuant to Section 108-133I of the **Code of the Town of Riverhead**, the applicant, upon approval of a final site plan by this resolution and prior to the issuance of a building permit, shall post a performance bond or other equivalent security. The performance bond or other equivalent security assures the performance of all the conditions of the building permit in accordance with the site plan approval. The Supervisor, upon approval from the Town Attorney as to form, is hereby authorized to accept said performance bond or other security, which shall be filed with the Town Clerk subsequent to approval of the site plan herein. The building permit shall not be issued until the Town Clerk certifies that the performance bond or other security has been filed in the Office of the Town Clerk of the town of Riverhead. Said security shall be in full force and effect for the term of the building permit or any renewal thereof.
13. That the topsoil shall conform to the specifications of the New York State Department of Transportation in regard to pH, organic content, and gradation;
14. That all nursery stock and installation methods thereof shall meet the latest "American Standards for Nursery Stock," as published by the American Association of Nurserymen; and be it further

RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to Glynis M. Berry, RA., PO Box 444, Orient, New York 11957 the Riverhead Planning Department, Riverhead Building Department, and the Town Engineer.

Planning Dept.

THE VOTE

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

THE RESOLUTION WAS WAS NOT
THEREFORE DULY ADOPTED



TOWN OF RIVERHEAD

Office of the Town Attorney

200 HOWELL AVENUE, RIVERHEAD, NEW YORK 11901-2596

(631) 727-3200 Fax (631) 727-6152 e-mail: thomas@riverheadli.com

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Instructions Regarding Covenants for Town of Riverhead Subdivisions and Site plan Applications

The Riverhead Town Attorneys Office reviews all signed covenants before they are approved for recording. All covenants must be recorded in the Office of the Suffolk County Clerk with an original certified copy and three photocopies forwarded to the Office of the Town Attorney before any subdivision maps will be signed or building permits will be issued.

Submit the following to the Office of the Town Attorney for review:

1. Covenants

- A. Three photocopies of the covenants, no originals, completely assembled in proper order. The covenants must include:
 - a. All declarants listed in the title certification.
 - b. Signatures and acknowledgements for all declarants.
 - c. Schedule "A" - Description of the property and the easement area if applicable. The description of the property must match the property as shown in the subdivision of site plan application.
 - d. Schedule "B" - Fully executed consent of mortgagees/lienors, if applicable. All signatures must be acknowledged.
- B. Do not send original covenants to the Office of the Town Attorney. The original must be retained by you for recording in Office of the Suffolk County Clerk. Do not record a covenant until you receive written approval from the Office of the Town Attorney.
- C. Business Entities Authorization to record covenants (LLC, Inc. Corp.), if applicable, does not have to be attached to or recorded with covenants. However, a business entity must

submit along with the proposed covenant an opinion letter of counsel establishing the authorization of the individual(s) executing all documents pursuant to the corporate bylaws, operation agreement. Etc.. The opinion letter shall be in the form prescribed by the Office of the Town Attorney.

2. Title Certification – The original and one copy of the Title certification must be included in your submission. Title certifications must follow the format of the model certification included in this packet and must be up to date (no more than 2 weeks from the date of submission). Title certifications must include the property description matching the covenants. The Town will only accept title certifications underwritten by a title company licensed to do business in New York State. Title certifications must be insured for a minimum of \$1,000.00.
3. Recording – The Following procedure must be followed to record covenants:
 - A. Take the original and one copy of the covenant to the Real Property Tax Service Agency located on the second floor of the Riverhead County Center. The Real Property Tax Service Agency will verify the lot information in the covenant.
 - B. After verification, submit the original and a copy of the covenant to the Recording Office located on the first floor of the Riverhead County Center. Request that the Clerk certify the copy. The Clerk will give you the certified copy immediately.
 - C. After recording, submit one certified copy of the covenants along with three photocopies to the Office of the Riverhead Town Attorney.

DECLARATION OF COVENANTS

THIS DECLARATION made by _____ this _____ day of _____

1. a domestic corporation with offices located at _____
2. residing at _____
3. a sole proprietorship or partnership having a principal place of business at _____
hereinafter referred to as the DECLARANT, as the owner of premises described in
Schedule "A" annexed hereto (hereinafter referred to as the PREMISES) desires to
restrict the use and enjoyment of said PREMISES and has for such purposes
determined to impose on said PREMISES covenants and restrictions and does hereby
declare that said PREMISES shall be held and shall be conveyed subject to the
following covenants ad restrictions:

1. DECLARANT has made application to the Town of Riverhead
(hereinafter referred to as the TOWN) for a permit to construct,
approval of plans or approval of a subdivision or site plan for
development on the PREMISES.
2. As a condition of approval by the DECLARANT of the subdivision or
site plan, the DECLARANT covenants that there

3. The DECLARANT, its successors and/or assigns shall set forth these covenants, agreements and declarations in any and all leases to occupants, tenants and/or lessees of the above described property and shall, by their terms, subject same to the covenants and restrictions contained herein. Failure of the DECLARANT, its successors and/or assigns to so condition the leases shall not invalidate their automatic subjugation to the covenants and restrictions.
4. All of the covenants and restrictions contained herein shall be construed to be in addition to and not in derogation or limitation upon any provisions of local, state and federal laws, ordinances and/or regulations in effect at the time of execution of this agreement, or at the time such laws, ordinances, and/or regulations may thereafter be revised, amended or promulgated.
5. This document is made subject to the provisions of all laws required by law or by their provisions to be incorporated herein and they are deemed to be incorporated herein and made a part hereof, as though fully set forth.
6. The aforementioned Restrictive Covenants shall be enforceable by the Town of Riverhead, State of New York, by injunctive relief or by any other remedy in equity or at law. The failure of said agencies of the Town of Riverhead to enforce the same shall not be deemed to affect the validity of this covenant nor to impose any liability whatsoever upon the Town of Riverhead or any officer or employee thereof.

7. These covenants and restrictions shall run with the land and shall be binding upon the DECLARANT, its successors and assigns, and upon all persons or entities claiming under them, and may be terminated, revoked or amended only with the written consent of the TOWN.
8. If any section, subsection, paragraph, clause, phrase or provision of these covenants and restrictions shall, by a Court of competent jurisdiction, be adjudged illegal, unlawful, invalid or held to be unconstitutional, the same shall not affect the validity of these covenants as a whole, or any other part or provision hereof other than the part so adjudged to be illegal, unlawful, invalid, or unconstitutional.
9. The DECLARANT represents and warrants that he has not offered or given any gratuity to any official, employee or agent of Town of Riverhead, Suffolk County, New York, State, or of any political party, with the purpose or intent of securing favorable treatment with respect to the performance of an agreement.

By: _____

ACKNOWLEDGMENT

STATE OF NEW YORK)

) ss.:

COUNTY OF SUFFOLK)

On the _____ day of _____ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

SCHEDULE "A"

DESCRIPTION OF PROPERTY

DECLARANT:

Town of Riverhead Reference Number

SCHEDULE "B"

CONSENT OF MORTGAGEE/LIENOR

DECLARANT:

Town of Riverhead REF. NO.

NAME OR MORTGAGEE:

LIBER NO.:

PAGE NO.:

In the Matter of the application of _____, the undersigned,
as holder of a mortgage or lien on premises described in Schedule "A" annexed hereto,
hereby consents to the annexed covenants and restrictions on said premises.

By:

Town of Riverhead
Office of the Town Attorney
200 Howell Avenue
Riverhead, New York 11901

Re: Applicant:

Dear Sir/Madam:

The undersigned, _____, is counsel for _____.
I am of the opinion, based upon my review of the documents, corporate documents and
banking records that _____ have full
authorization to execute covenants on behalf of _____. I give
this opinion knowing that the Town of Riverhead will rely on same.

By: _____

February 15th, 2005

TOWN OF RIVERHEAD

Adopted

Resolution # 159

APPROVES SITE PLAN OF UNICORP NATIONAL DEVELOPMENT INC.
WALGREENS - RIVERHEAD

COUNCILMAN BARTUNEK offered the following resolution,

which was seconded by **COUNCILMAN DENSIESKI** :

WHEREAS, a site plan and elevations were submitted by Unicorp National Development Inc., for construction of a 14,560 sq. ft. one story retail building (pharmacy) and associated site improvements, upon real property located at Old Country Road (58), Riverhead, New York, 11901 known and designated as Suffolk County Tax Map Number 0600-108-3- 9&10; and

WHEREAS, the Planning Department has reviewed the site plan last revised January 20th, 2005 and January 28th, 2005 (lighting), as prepared by Richard Zapolski, P.E. and elevations dated June 2004 as prepared by Edward Smits, Jr., R.A., and has recommended to the Town Board of the Town of Riverhead that said site plan application be approved; and

WHEREAS, the Town Board has carefully considered the merits of the site plan application, the SEQRA record to date, the report of the Planning Department, as well as all other relevant Planning, Zoning and Environmental information; and

WHEREAS, a copy of the site plan has been marked and initialed by the Town Board to show changes that are further set forth in this resolution, which site plan shall be on record with the Town Clerk; and

WHEREAS, the site plan review fee, as required by Section 108-131 B(3) of the Code of the Town of Riverhead has been received and deposited as per Receipt Number 2004-0729 of the Office of the Supervisor of the Town of Riverhead; and;

WHEREAS, this Town Board has reviewed the site plan and elevations aforementioned.

NOW, THEREFORE, BE IT

RESOLVED, that in the matter of the site plan application of Unicorp National Development Inc; the Riverhead Town Board hereby declares itself to be the Lead Agency and further determines the Action to be Unlisted pursuant to 6NYCRR Part 617 and an Environmental Impact Statement need not be prepared.

BE IT FURTHER

RESOLVED, that the site plan and elevations submitted by Unicorp National Development, for construction of a 14,560 sq. ft. one story retail building (pharmacy) and associated site improvements, upon real property located at Old Country Road (58), Avenue, Riverhead, New York, site plan last revised January 20th, 2005 and January 28th, 2005 (lighting), as prepared by Richard Zapolski, P.E., and elevations dated June 2004, as prepared by Edward Smits, Jr. R.A., be and are hereby approved by the Town Board of the Town of Riverhead, subject to the following:

1. That the provisions of the **Riverhead Town Code**, which are not addressed by this resolution, or other official action of the Town shall, at all times, be complied with by the owner of the property covered by this site plan;
2. That a covenant containing all the limitations and provisions of these approvals contained in this resolution, in a form as attached, shall be recorded with the Suffolk County Clerk and a copy of such recorded covenant shall be filed with the Riverhead Town Clerk. This resolution shall not become effective until such covenant is duly recorded with the Suffolk County Clerk's Office and filed with the Riverhead Town Clerk;
3. That the form, design, location, and color of all signage shall be submitted to the Town Board for its review and approval pursuant to the site plan approves and the sign permit procedure prior to being installed at the property; that all signage so proposed shall be coordinated in appearance and design; and that all provisions of Section 108-56 of the **Riverhead Town Code** shall be complied with, and that all tenants shall be apprised of said requirements as well as those of Section 108-110.7 and any restrictions imposed as a condition of the site plan approval granted herein;
4. That no lighting shall be installed or adjusted in such a way as to cause direct glare on neighboring properties or adjoining highways;
5. That the applicant is familiar with the **Riverhead Town Code**, Chapter 96, entitled, "Trash, Rubbish and Refuse Disposal," and Chapter 98, prohibiting the accumulation of litter, and requiring the enclosure of dumpsters, and agrees to abide by same;
6. That receptacles of a decorative design, approved by the Planning Department prior to their installation at the site, shall be maintained on the premises;
7. That parking, paving and drainage shall be provided pursuant to specifications outlined in the **Riverhead Town Code**;
8. That the parking area shall be maintained pursuant to specifications outlined in the **Riverhead Town Code**;
9. That adequate parking for the handicapped, pursuant to State and Federal law and the Code of the Town of Riverhead, shall be provided and that each handicap stall shall be designated by an individual sign erected on a stanchion stating, "No Parking, Handicap Only," and the universal symbol affixed thereto. Further, by execution and

filing of this document, Unicorp National Development Inc., hereby authorizes and consents to the Town of Riverhead to enter premises at the Old Country Road (58), Riverhead, New York, to enforce said handicapped parking regulations;

10. That any and all landscaped and paved areas shall be regularly maintained in an orderly and professional manner and kept free of weeds and litter; and that any planters, planter boxes, window boxes or other container plantings shall likewise be maintained on a year-round basis;
11. That all new utilities shall be constructed underground;
12. That pursuant to Section 108-133(I) of the **Code of the Town of Riverhead**, the applicant, upon approval of a final site plan by this resolution and prior to the issuance of a land clearing and/or building permit, shall post a performance bond or other equivalent security. The performance bond or other equivalent security assures the performance of all the conditions of the building permit in accordance with the site plan approval. The Supervisor, upon approval from the Town Attorney as to form, is hereby authorized to accept said performance bond or other security, which shall be filed with the Town Clerk subsequent to approval of the site plan herein. The building permit shall not be issued until the Town Clerk certifies that the performance bond or other security has been filed in the Office of the Town Clerk of the town of Riverhead. Said security shall be in full force and effect for the term of the building permit or any renewal thereof.
13. That the topsoil shall conform to the specifications of the New York State Department of Transportation in regard to pH, organic content, and gradation;
14. That all nursery stock and installation methods thereof shall meet the latest "American Standards for Nursery Stock," as published by the American Association of Nurserymen;
15. That no construction shall commence until such time that all residents have been legally relocated;
16. That no building permit shall be issued prior to the recording of a cross-easement to the contiguous property to the east to the satisfaction of the Town Attorney;
17. That no Certificate of Occupancy shall be issued prior to the improvement of the relevant cross-easement to the satisfaction of the Planning Director;

RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to J. Timothy Shea, Jr., Esq., 330 Old Country Road, PO Box 31, Mineola, NY 11501, attorney for applicant, the Riverhead Planning Department, Riverhead Building Department, and the Town Engineer.

Planning Dept.

THE VOTE

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

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



TOWN OF RIVERHEAD

Office of the Town Attorney

200 HOWELL AVENUE, RIVERHEAD, NEW YORK 11901-2596

(631) 727-3200 Fax (631) 727-6152 e-mail: thomas@riverheadli.com

Dawn C. Thomas, Esq., Town Attorney - Ext. 215

Christopher Kent, Esq., Deputy Town Attorney - Ext. 215

Mary C. Hartill, Esq., Deputy Town Attorney - Ext. 378

Sean M. Walter, Esq., Deputy Town Attorney - Ext. 608

Laura J. Calamita, Paralegal - Ext. 215

Instructions Regarding Covenants for Town of Riverhead Subdivisions and Site plan Applications

The Riverhead Town Attorneys Office reviews all signed covenants before they are approved for recording. All covenants must be recorded in the Office of the Suffolk County Clerk with an original certified copy and three photocopies forwarded to the Office of the Town Attorney before any subdivision maps will be signed or building permits will be issued.

Submit the following to the Office of the Town Attorney for review:

1. Covenants

- A. Three photocopies of the covenants, no originals, completely assembled in proper order. The covenants must include:
 - a. All declarants listed in the title certification.
 - b. Signatures and acknowledgements for all declarants.
 - c. Schedule "A" – Description of the property and the easement area if applicable. The description of the property must match the property as shown in the subdivision of site plan application.
 - d. Schedule "B" – Fully executed consent of mortgagees/lienors, if applicable. All signatures must be acknowledged.
- B. Do not send original covenants to the Office of the Town Attorney. The original must be retained by you for recording in Office of the Suffolk County Clerk. Do not record a covenant until you receive written approval from the Office of the Town Attorney.
- C. Business Entities Authorization to record covenants (LLC, Inc. Corp.), if applicable, does not have to be attached to or recorded with covenants. However, a business entity must

submit along with the proposed covenant an opinion letter of counsel establishing the authorization of the individual(s) executing all documents pursuant to the corporate bylaws, operation agreement. Etc.. The opinion letter shall be in the form prescribed by the Office of the Town Attorney.

2. Title Certification – The original and one copy of the Title certification must be included in your submission. Title certifications must follow the format of the model certification included in this packet and must be up to date (no more than 2 weeks from the date of submission). Title certifications must include the property description matching the covenants. The Town will only accept title certifications underwritten by a title company licensed to do business in New York State. Title certifications must be insured for a minimum of \$1,000.00 .
3. Recording – The Following procedure must be followed to record covenants:
 - A. Take the original and one copy of the covenant to the Real Property Tax Service Agency located on the second floor of the Riverhead County Center. The Real Property Tax Service Agency will verify the lot information in the covenant.
 - B. After verification, submit the original and a copy of the covenant to the Recording Office located on the first floor of the Riverhead County Center. Request that the Clerk certify the copy. The Clerk will give you the certified copy immediately.
 - C. After recording, submit one certified copy of the covenants along with three photocopies to the Office of the Riverhead Town Attorney.

DECLARATION OF COVENANTS

THIS DECLARATION made by _____ this _____ day of _____

1. a domestic corporation with offices located at _____
2. residing at _____
3. a sole proprietorship or partnership having a principal place of business at _____
hereinafter referred to as the DECLARANT, as the owner of premises described in
Schedule "A" annexed hereto (hereinafter referred to as the PREMISES) desires to
restrict the use and enjoyment of said PREMISES and has for such purposes
determined to impose on said PREMISES covenants and restrictions and does hereby
declare that said PREMISES shall be held and shall be conveyed subject to the
following covenants ad restrictions:

1. DECLARANT has made application to the Town of Riverhead
(hereinafter referred to as the TOWN) for a permit to construct,
approval of plans or approval of a subdivision or site plan for
development on the PREMISES.
2. As a condition of approval by the DECLARANT of the subdivision or
site plan, the DECLARANT covenants that there

3. The DECLARANT, its successors and/or assigns shall set forth these covenants, agreements and declarations in any and all leases to occupants, tenants and/or lessees of the above described property and shall, by their terms, subject same to the covenants and restrictions contained herein. Failure of the DECLARANT, its successors and/or assigns to so condition the leases shall not invalidate their automatic subjugation to the covenants and restrictions.
4. All of the covenants and restrictions contained herein shall be construed to be in addition to and not in derogation or limitation upon any provisions of local, state and federal laws, ordinances and/or regulations in effect at the time of execution of this agreement, or at the time such laws, ordinances, and/or regulations may thereafter be revised, amended or promulgated.
5. This document is made subject to the provisions of all laws required by law or by their provisions to be incorporated herein and they are deemed to be incorporated herein and made a part hereof, as though fully set forth.
6. The aforementioned Restrictive Covenants shall be enforceable by the Town of Riverhead, State of New York, by injunctive relief or by any other remedy in equity or at law. The failure of said agencies of the Town of Riverhead to enforce the same shall not be deemed to affect the validity of this covenant nor to impose any liability whatsoever upon the Town of Riverhead or any officer or employee thereof.

7. These covenants and restrictions shall run with the land and shall be binding upon the DECLARANT, its successors and assigns, and upon all persons or entities claiming under them, and may be terminated, revoked or amended only with the written consent of the TOWN.
8. If any section, subsection, paragraph, clause, phrase or provision of these covenants and restrictions shall, by a Court of competent jurisdiction, be adjudged illegal, unlawful, invalid or held to be unconstitutional, the same shall not affect the validity of these covenants as a whole, or any other part or provision hereof other than the part so adjudged to be illegal, unlawful, invalid, or unconstitutional.
9. The DECLARANT represents and warrants that he has not offered or given any gratuity to any official, employee or agent of Town of Riverhead, Suffolk County, New York, State, or of any political party, with the purpose or intent of securing favorable treatment with respect to the performance of an agreement.

By: _____

ACKNOWLEDGMENT

STATE OF NEW YORK)

) ss.:

COUNTY OF SUFFOLK)

On the _____ day of _____ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

SCHEDULE "A"

DESCRIPTION OF PROPERTY

DECLARANT:

Town of Riverhead Reference Number

SCHEDULE "B"

CONSENT OF MORTGAGEE/LIENOR

DECLARANT:

Town of Riverhead REF. NO.

NAME OR MORTGAGEE:

LIBER NO.:

PAGE NO.:

In the Matter of the application of _____, the undersigned,
as holder of a mortgage or lien on premises described in Schedule "A" annexed hereto,
hereby consents to the annexed covenants and restrictions on said premises.

By:

ACKNOWLEDGMENT

STATE OF NEW YORK)

) ss.:

COUNTY OF SUFFOLK)

On the _____ day of _____ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

Town of Riverhead
Office of the Town Attorney
200 Howell Avenue
Riverhead, New York 11901

Re: Applicant:

Dear Sir/Madam:

The undersigned, _____, is counsel for _____.
I am of the opinion, based upon my review of the documents, corporate documents and
banking records that _____ have full
authorization to execute covenants on behalf of _____. I give
this opinion knowing that the Town of Riverhead will rely on same.

By:

February 15th, 2005

Adopted

TOWN OF RIVERHEAD

Resolution # 160

**SITE PLAN OF SPRINT SPECTRUM, LP d/b/a SPRINT PCS RIVERHEAD
WATER DISTRICT (WADING RIVER) TOWER #2, PLANT #9**

COUNCILMAN DENSIERI offered the following resolution,
which was seconded by COUNCILWOMAN SANDERS:

WHEREAS, a site plan and elevations were submitted by Sprint Spectrum, LP d/b/a Sprint PCS, to collocate 6 public utility telecommunications antenna panels to an existing municipal water tank, located at Tower #2, Plant #9 of the Riverhead Water District, Wading River (Lewin Hills), New York, known and designated as Suffolk County Tax Map Number 0600-57-1-1.5; and

WHEREAS, the Planning Department has reviewed the site plan dated June 29th, 2004, as prepared by Gary Musciano, R.A., and elevations dated June 29th, 2004, as prepared by Gary Musciano, R.A., and has recommended to the Town Board of the Town of Riverhead that said site plan application be approved; and

WHEREAS, a structural analysis prepared by Gary Musciano, R.A. has been submitted by Gary Musciano, R.A. and it has been determined that the existing water tank is structurally adequate to accept such antennas; and

WHEREAS, the Town Board has carefully considered the merits of the site plan application, the SEQRA record to date, the report of the Planning Department, as well as all other relevant Planning, Zoning and Environmental information; and

WHEREAS, a copy of the site plan has been marked and initialed by the Town Board to show changes that are further set forth in this resolution, which site plan shall be on record with the Town Clerk; and

WHEREAS, the site plan review fee, as required by Section 108-131 B(3) of the Code of the Town of Riverhead has been received and deposited as per Receipt Number 2004-1116 of the Office of the Financial Administrator of the Town of Riverhead; and;

WHEREAS, this Town Board has reviewed the site plan and elevations aforementioned.

NOW, THEREFORE, BE IT

RESOLVED, that in the matter of the site plan application of Sprint Spectrum, LP d/b/a Sprints PCS, the Riverhead Town Board hereby declares itself to be the Lead

Agency and further determines the action to be Unlisted pursuant to 6NYCRR Part 617 without significant adverse environmental impacts to either the natural or social environment and that a Draft Environmental Impact Statement need not be prepared.

BE IT FURTHER

RESOLVED, that the site plan and elevations submitted by Sprint Spectrum, LP d/b/a Sprint PCS, to collocate 6 public utility telecommunications antenna panels to an existing municipal water tank, located at Tower #2, Plant #9 of the Riverhead Water District, Wading River (Lewin Hills), New York, site plan dated December 18th, 2003, as prepared by Gary Musciano, RA, and elevations dated November 21st, 2003, as prepared by Gary Musciano, RA, be and are hereby approved by the Town Board of the Town of Riverhead, subject to the following:

1. That the provisions of the **Riverhead Town Code**, which are not addressed by this resolution, or other official action of the Town shall, at all times, be complied with by the owner of the property covered by this site plan;
2. That the form, design, location, and color of all signage shall be submitted to the Town Board for its review and approval pursuant to the site plan review and the sign permit procedure prior to being installed at the property; that all signage so proposed shall be coordinated in appearance and design; and that all provisions of Section 108-56 of the **Riverhead Town Code** shall be complied with, and that all tenants shall be apprised of said requirements as well as those of Section 108-110.7 and any restrictions imposed as a condition of the site plan approval granted herein;
3. That no lighting shall be installed or adjusted in such a way as to cause direct glare on neighboring properties or adjoining highways;
4. That the applicant is familiar with the **Riverhead Town Code**, Chapter 96, entitled, "Trash, Rubbish and Refuse Disposal," and Chapter 98, prohibiting the accumulation of litter, and requiring the enclosure of dumpsters, and agrees to abide by same;
5. That receptacles of a decorative design, approved by the Planning Department prior to their installation at the site, shall be maintained on the premises;
6. That parking, paving and drainage shall be provided pursuant to specifications outlined in the **Riverhead Town Code**;
7. That the parking area shall be maintained pursuant to specifications outlined in the **Riverhead Town Code**;
8. That adequate parking for the handicapped, pursuant to State and Federal law and the Code of the Town of Riverhead, shall be provided and that each handicap stall shall be designated by an individual sign erected on a stanchion stating, "No Parking, Handicap Only," and the universal symbol affixed thereto;

9. That any and all landscaped and paved areas shall be regularly maintained in an orderly and professional manner and kept free of weeds and litter; and that any planters, planter boxes, window boxes or other container plantings shall likewise be maintained on a year-round basis;
10. That all new utilities shall be constructed underground;
11. That pursuant to Section 108-133(D) of the **Code of the Town of Riverhead**, the applicant, upon approval of a final site plan by this resolution and prior to the issuance of a land clearing and/or building permit, shall post a performance bond or other equivalent security. The performance bond or other equivalent security assures the performance of all the conditions of the building permit in accordance with the site plan approval. The Supervisor, upon approval from the Town Attorney as to form, is hereby authorized to accept said performance bond or other security, which shall be filed with the Town Clerk subsequent to approval of the site plan herein. The building permit shall not be issued until the Town Clerk certifies that the performance bond or other security has been filed in the Office of the Town Clerk of the town of Riverhead. Said security shall be in full force and effect for the term of the building permit or any renewal thereof.
12. That the topsoil shall conform to the specifications of the New York State Department of Transportation in regard to pH, organic content, and gradation;
13. That all nursery stock and installation methods thereof shall meet the latest "American Standards for Nursery Stock," as published by the American Association of Nurserymen;
14. That no Certificate of Compliance shall be issued by the Building Department prior to the submission of a Post Construction Report by the applicant's consulting engineer stating that the modifications approved herein have been satisfactorily completed; and be it further

RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to Kerry A. Foster, Amato and Associates, PC, 666 Old country Road, Suite 901, Garden City, New York 11530, Riverhead Planning Department, Riverhead Building Department, and the Town Engineer.

PLANNING DEPT.

THE VOTE

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

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

2/15/05

Town of Riverhead
Resolution 161

AUTHORIZES SUBMISSION OF GRANT APPLICATION TO NEW YORK STATE DEPARTMENT OF STATE QUALITY COMMUNITIES PROGRAM

COUNCILWOMAN SANDERS offered the following resolution, which was
seconded by COUNCILWOMAN BLASS

WHEREAS, the Town of Riverhead is seeking funds for improvements to Peconic River dams and spillways and the creation of structures to improve the migration of eels and alewives; and

WHEREAS, the improvements and installation of structures are activities requiring the issuance of a dam safety permit from the New York Department of Environmental Conservation; and

WHEREAS, the application for a dam safety permit requires the study of water flow into the Peconic River, an assessment necessitating extensive engineering analysis; and

WHEREAS, the Department of State provides grant funding through the "Quality Communities Program" to enhance the opportunities and incentives for innovative community planning and development of implementation tools and strategies that link environmental protection, economic prosperity and community well-being; and

WHEREAS, it is anticipated that the towns of Brookhaven and Southampton will be supportive of this effort for the mutual benefit of the respective municipalities.

THEREFORE, BE IT RESOLVED, that the Town Board authorizes the CD Director to submit an application for funds in the amount of \$48,500 to be matched with previously authorized funds in the amount of \$12,000 for a project to be known as the "Peconic River Watershed Analysis Project" in order to satisfy the requirements of the DEC and provide for future capital improvement projects in the Peconic River.

BE IT FURTHER RESOLVED, that the Town Clerk shall provide a certified copy of this resolution to Andrea Lohneiss, CD Director, Ken Testa, Town Engineer, and the Suffolk County Office of Ecology.

THE VOTE

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

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

Adopted

February 15, 2005

TOWN OF RIVERHEAD

SET SALARY FOR TOWN BOARD COORDINATOR

RESOLUTION # 162

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

WHEREAS, Susan Herd currently holds the position of Town Board Coordinator, and

WHEREAS, it is the recommendation of the Town Board to set the annual salary for this position at \$34,000.00, and

NOW THEREFORE, BE IT RESOLVED, that the annual salary for the position of Town Board Coordinator is set at \$34,000.00 effective January 1, 2005

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

THE VOTE

Bartunek Yes No

Sanders Yes No

Blass Yes No

Densieski Yes No

Cardinale Yes No

February 15, 2005

Adopted

TOWN OF RIVERHEAD

RESOLUTION # 163

APPOINTS MEMBER TO THE ZONING BOARD OF APPEALS

COUNCILMAN BARTUNEK offered the following resolutions, which was seconded by COUNCILWOMAN SANDERS.

WHEREAS, a vacancy on the Zoning Board of Appeals exists due to the resignation of Joseph Fox; and

WHEREAS, Charles Sclafani has expressed an interest to serve on the Zoning Board of Appeals for the remainder of Joseph Fox's term.

NOW, THEREFORE BE IT RESOLVED, effective January 1, 2005, that Charles Sclafani be and is hereby appointed as a member of the Town of Riverhead Zoning Board of Appeals for a term of four (4) years through December 31, 2008; and

BE IT FURTHER RESOLVED, that the Town Clerk be and is hereby directed to forward a certified copy of this resolution to Charles Sclafani, the Zoning Board of Appeals, the Planning Department and the Office of Accounting.

THE VOTE

Bartunek Yes No Sanders Yes No
Blass Yes No Densieski Yes No
Cardinale Yes No

February 15, 2005

Adopted

TOWN OF RIVERHEAD

AUTHORIZES THE TOWN CLERK TO PUBLISH AND POST
A HELP WANTED AD FOR CROSSING GUARDS

RESOLUTION # 164

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

BE IT RESOLVED, that the Town Clerk be and is hereby directed to publish the attached Help Wanted Ad in the February 17, 2005 issue of The Traveler Watchman.

BE IT FURTHER, RESOLVED, that the Town Clerk be, and is hereby, directed to forward a Certified Copy of this Resolution to the Accounting Department.

THE VOTE

Bartunek Yes No

Sanders Yes No

Blass Yes No

Densieski Yes No

Cardinale Yes No

HELP WANTED

PLEASE TAKE NOTICE, that the Town of Riverhead is seeking individuals to serve in the position of Crossing Guard. Applications should be submitted to the Accounting Department, 200 Howell Avenue, Riverhead, NY between the hours of 8:30 a.m. and 4:30 p.m., Monday through Friday. No applications will be accepted after 4:00 p.m. on Friday, February 25, 2004. EOE

BY ORDER OF:
THE RIVERHEAD TOWN BOARD
BARBARA GRATTAN, TOWN CLERK

February 15, 2005

Adopted

TOWN OF RIVERHEAD

Resolution # 165

AUTHORIZES PUBLICATION OF DISPLAY AD
RE: ATTENDANCE AT SUFFOLK COUNTY POLICE ACADEMY

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

RESOLVED, that the Town Clerk be and is hereby authorized to publish and post the below advertisement as a display ad in the February 24, 2005, issue of The Traveler Watchman.

TOWN OF RIVERHEAD
PUBLIC NOTICE

PLEASE TAKE NOTICE, the Town of Riverhead is seeking candidates to attend the Suffolk County Police Academy for the purpose of serving as Part-time Police Officers with the Town of Riverhead Police Department. Candidates for the position must:

1. Apply in person to the Riverhead Town Police Department by March 24, 2005; and
2. Have reached age twenty (20) by date of application; and
3. Be a high school graduate or possess a high school equivalency diploma, recognized by the New York State Department of Education; and
4. Successfully pass a qualifying psychological evaluation as directed by the Suffolk County Department of Civil Service; and
5. Successfully pass a qualifying medical evaluation as directed by the Suffolk County Department of Civil Service; and
6. Successfully pass a qualifying physical fitness agility evaluation at the direction of the Suffolk County Department of Civil Service; and
7. Submit to polygraph testing as directed; and
8. Be a United States citizen; and
9. Possess a valid New York State operator's or chauffeur's license at the time of original appointment and throughout their employment; and
10. Successfully pass an applicant background investigation conducted by the Suffolk County Police Department; and

11. Attend the Suffolk County Police Academy for a minimum of 587 hours of instruction.
12. The course of instruction is **TENTATIVELY** scheduled to begin in the Fall of 2005.

If the candidate fulfills the basic requirements and successfully completes the courses at the Suffolk County Police Academy, that graduate will be awarded a certificate by the Bureau for Municipal Police, which certifies that person as a Police Officer in the State of New York.

Following graduation, the candidate is required to have on-the-job training with the Town of Riverhead for a period of not less than 40 hours.

Any individual requesting further information on this program is directed to call the Riverhead Police Department at 727-4500, ext. 315.

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

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

February 15, 2005

Adopted

TOWN OF RIVERHEAD

Resolution # 166

REINSTATES AN OFFICER TO THE RANK OF SERGEANT

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

WHEREAS, a vacancy exists in the Riverhead Police Department for a Police Sergeant; and

WHEREAS, it is the recommendation of the Chief of Police to fill the existing vacancy and that George Fredricks be reinstated to that position.

NOW, THEREFORE, BE IT RESOLVED, that George Fredricks be and is hereby reinstated to the position of Police Sergeant in the Riverhead Police Department effective February 20, 2005; and

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

THE VOTE
Bartunek [checked] yes ___ no Sanders [checked] yes ___ no
Blass [checked] yes ___ no Densieski [checked] yes ___ no
Cardinale [checked] yes ___ no
THE RESOLUTION [checked] WAS ___ WAS NOT THEREFORE DULY ADOPTED

February 15, 2005

Adopted

TOWN OF RIVERHEAD

Resolution # 167

PROMOTES A SERGEANT TO THE RANK OF LIEUTENANT

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

WHEREAS, a vacancy exists in the Riverhead Police Department for a Police Lieutenant; and

WHEREAS, a request was made from the Suffolk County Department of Civil Service to provide a Certification of Eligibles for the position of #02-5008-237 Police Lieutenant; and

WHEREAS, the Department of Civil Service provided Police Lieutenant List #02-5008-237 designating Robert Peeker in position #2; and

WHEREAS, it is the recommendation of the Chief of Police to fill the existing vacancy and that Robert Peeker be promoted to that position.

NOW, THEREFORE, BE IT RESOLVED, that Robert Peeker be and is hereby promoted to the position of Police Lieutenant in the Riverhead Police Department effective February 20, 2005; and,

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

THE VOTE

Bartunek yes ___ no Sanders yes ___ no
 Blass yes ___ no Densieski yes ___ no
 Cardinale yes ___ no

THE RESOLUTION WAS ___ WAS NOT
 THEREFORE DULY ADOPTED

2/15/05

Town of Riverhead

Resolution # 168

Appoints Riverhead Anti-Bias Task Force Members

COUNCILWOMAN SANDERS offered the following resolution, which was seconded by

COUNCILMAN BARTUNEK :

Whereas the formation of a group of citizens to develop and implement ways to prevent and combat racism, to defuse its destructive effects and to seek ways to bring people together in order that all might benefit from the diversity the Town has to offer is in the best interests of Riverhead;

Whereas a group of Riverhead residents met since March of 2004 and has developed a mission statement and bylaws for such a group, to be called The Town of Riverhead's Anti-Bias Task Force;

Whereas ten Riverhead residents took the time and effort to complete training in order to prepare themselves to serve effectively on a new Anti-Bias Task Force;

Now, therefore, be it resolved that the Town Board appoints the following residents to serve until December 31, 2005 as unpaid members of a new Anti-Bias Task Force, which will meet on the last Monday of every month in the Main Conference Room of Central Suffolk Hospital:

Marilyn Banks	April Gray
Councilman George Bartunek	Ginny Markart
Kathleen Berezny	Cynthia Richardson
Gwen Branch	Sister Margaret Smyth
Donna Bruno	Louise C. Wilkinson

THE VOTE

Bartunek yes ___ no Sanders yes ___ no
 Blass yes ___ no Densieski yes ___ no
 Cardinale yes ___ no

THE RESOLUTION WAS ___ WAS NOT
 THEREFORE DULY ADOPTED

Adopted

February 15th, 2005

Town of Riverhead
Resolution # 169
Adopted February 15th, 2005

APPOINTS MEMBER TO ARCHITECTURAL REVIEW BOARD

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

WHEREAS, there is a vacancy on the Architectural Review Board of the Town of Riverhead; and

WHEREAS, the Planning Director has made his recommendation to the Town Board pursuant to section 46 A(5) of the Code of the Town of Riverhead.

NOW, THEREFORE BE IT

RESOLVED, that Gary Jacquemin, be and is hereby appointed as a member of the Town of Riverhead Architectural Review Board, effective March 1st, 2005 for a three (3) years term; and be it further

RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to Gary Jacquemin, 21 East Second Street, Riverhead, New York 11901 and the Planning Department.

Planning Department

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