

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

June 21st, 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 Reeve
Michael Reichel
Gary Pendzick**

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

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

- #13 Resolution Adopting Findings and Determinations Pursuant to Article 2 of the Eminent Domain Procedure Law regarding Acquisition of the Title Interest, if any, that Swezey-Riverhead Holding, LLC has in the Properties described Herein, Located on Main Street and Roanoke Avenue, Riverhead, NY
- #14 Authorizes Publishing and Posting of a Public Notice regarding Request for Expressions of Interest and Qualifications

REGULAR TOWN BOARD MEETING:

- #572 Awards Bid for Peconic Riverfront Bicycle and Pedestrian Improvement Project
 - #573 Establishes Location for Farmers' Market for 2005 Season
 - #574 Approves Request for Leave of Absence (N. Swenk)
 - #575 Ratify Appointment of Student Intern in the Code Enforcement Department (C. Wilhelm)
 - #576 Ratify Appointment of Pumpout Boat Personnel (J. Schmanski)
 - #577 Ratifies the Appointment of a Beach Attendant/Concession Stand Operator I to the Riverhead Recreation Department (C. Pike)
 - #578 Ratifies the Appointment of a Beach Attendant/Concession Stand Operator II to the Riverhead Recreation Department (D. Vibert)
 - #579 Appoints an Assistant Recreation Leader to the Recreation Department (D. Doherty)
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- #580 Appoints Summer Recreation Aides to the Recreation Department
- #581 Appoints a Water Safety instructor Level II to the Recreation Department (K. Bullock)
- #582 Appoints a Lifeguard Level II to the Recreation Department (K. Bullock)
- #583 Appoints Water Safety Instructors to the Recreation Department
- #584 Authorizes Supervisor to Execute New Contract Agreement (D. Carrick)
- #585 Authorizes the Town Clerk to Publish and Post a Help Wanted Ad for Seasonal Park Ranger
- #586 Authorizes Supervisor to Execute Contract for Consultant Services to be Provided by Artspace Projects, Inc. to the Town of Riverhead
- #587 Authorizes the Supervisor to Execute Agreements in Connection with County of Suffolk Residential Repair IIIB Contracts
- #588 Types Action and Determines Environmental Significance- Special Use Permit Petition of the Captain Hawkins House
- #589 Approves Site Plan of Sunken Pond Estates, Inc. Modify Existing Driveway Alignment
- #590 Sets Filing Fees for Certificates of Abandonment for Roads and Lots
- #591 Authorizes the Town Clerk to Advertise for Bids on 4 ton Propane Fired Infrared Asphalt Storage Trailers
- #592 Authorizes Town Clerk to Advertise for Bids on Salt and Sand Spreaders
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- #593 Authorizes Town Clerk to Publish and Post Public Notice to Consider a Local Law to Amend Chapter 108 Entitled, "Zoning" of the Riverhead Town Code (108-22 – Agriculture Protection Zoning Use District Map (APZ))
- #594 Authorizes Town Clerk to Publish and Post Public Notice to Consider a Local Law to Amend Chapter 108 Entitled, "Zoning" of the Riverhead Town Code (108-12 – Residence B-40 (RB-40) Zoning Use District)
- #595 Authorizes Town Clerk to Publish and Post Public Notice to Consider a Local Law to Amend Chapter 108 Entitled, "Zoning" of the Riverhead Town Code (108-16 – Residence B-80 (RB-80) Zoning Use District)
- #596 Authorizes Town Clerk to Publish and Post Public Notice to Consider a Local Law to Amend Chapter 108 Entitled, "Zoning" of the Riverhead Town Code (108-8 – Residence A-40 (RA-40) Zoning Use District)
- #597 Authorizes Town Clerk to Publish and Post Public Notice to Consider a Local Law to Amend Chapter 108 Entitled, "Zoning" of the Riverhead Town Code (108-20.2 – Residence A-80 (RA-80) Zoning Use District)
- #598 Authorizes Town Clerk to Publish and Post Public Notice to Consider a Local Law to Amend Chapter 108 Entitled, "Zoning" of the Riverhead Town Code (Residence Districts Schedule of Dimensional Regulations)
- #599 Authorizes Town Clerk to Publish and Post Public Notice to Consider a Local Law to Amend Chapter 108 Entitled, "Zoning" of the Riverhead Town Code (Commercial Districts Schedule of Dimensional Regulations)
- #600 Authorizes Town Clerk to Publish and Post Annual Financial Report Summary for the Year Ending 2004
- #601 Authorizes Amendment to Capital Budget Plan for Years 2005-2007
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- #602 Calverton Sewer Facility Plan Phase II Project Budget Adoption
 - #603 CDBG Consortium 2005 Budget Adoption
 - #604 Revolving Loan Project Budget Adjustment
 - #605 Calverton Sewer Interim Improvement Budget Adjustment
 - #606 PAL Budget Adjustment
 - #607 Authorizes the Release of Letter of Credit for the Woods at Cherry Creek, LLC (Clubhouse)
 - #608 Authorizes the Release of Letter of Credit for the Woods at Cherry Creek, LLC (Golf Course)
 - #609 Authorizes the Placement of a Speed Hump (Williams Way South, Calverton)
 - #610 Approves the Application for Fireworks Permit of Riverhead Business Improvement District Management (Blues Festival)
 - #611 Approves the Application for Fireworks Permit of Atlantis Marine World
 - #612 Approves the Application for Fireworks Permit of Riverhead Raceway (August 27, 2005)
 - #613 Approves the Application for Fireworks Permit of Riverhead Raceway (July 2, 2005)
 - #614 Approves Chapter 90 Application of Riverhead Business Improvement District Management Association (Blues Festival)
 - #615 Approves Chapter 90 Application of Old Steeple Community Church, UCC (Annual Antique Show)
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- #616 Approves Chapter 90 Application of East End Arts Council (Wine Press Concert Series)
- #617 Approves Chapter 90 Application of Polish Town Civic Association
- #618 Approves Chapter 90 Application of Church of the Harvest
- #619 Approves Chapter 90 Application of Railroad Museum of Long Island
- #620 Approves Chapter 90 Application of Jamesport Fire Department to Conduct a Fireman's Carnival
- #621 Authorizes Town Clerk to Publish and Post for a Public Hearing to Consider the Adoption of a Local Law Entitled, "Local Law to Change the Term of Office of the Town Clerk from 2 years to 4 years"
- #622 Authorizes Town Clerk to Publish and Post for a Public Hearing to Consider the Adoption of a Local Law Entitled, "Local Law to Change the Term of Office of the Town Supervisor from 2 years to 4 years"
- #623 Authorizes Town Clerk to Publish and Post for a Public Hearing to Consider the Adoption of a Local Law Entitled, "Local Law to Change the Term of Office of the Highway Superintendent from 2 years to 4 years"
- #624 Pays Bills

6/21/05

TOWN OF RIVERHEAD
RIVERHEAD COMMUNITY DEVELOPMENT AGENCY

Adopted

Resolution # 13

RESOLUTION ADOPTING FINDINGS AND DETERMINATION PURSUANT TO
ARTICLE 2 OF THE EMINENT DOMAIN PROCEDURE LAW REGARDING
ACQUISITION OF THE TITLE INTEREST, IF ANY, THAT SWEZEY-
RIVERHEAD HOLDING LLC HAS IN THE PROPERTIES DESCRIBED HEREIN,
LOCATED ON MAIN STREET AND ROANOKE AVENUE
RIVERHEAD, NEW YORK

COUNCILMAN DENSIESKI

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

WHEREAS the Town Board of the Town of Riverhead held a public hearing pursuant to Article 2 of the Eminent Domain Procedure Law, regarding the acquisition of the title interest, if any, that Swezey-Riverhead Holding LLC. may have in the parcels of land described below, located at Roanoke Avenue and Main Street, Riverhead, on June 7, 2005 to inform the public and to review the public use to be served by the acquisition and to review the impact of the acquisition on the community.

BE IT RESOLVED, that the Town Board of the Town of Riverhead makes the following Findings and Determination:

FINDINGS AND DETERMINATION

1. The acquisition will benefit the public.
2. The acquisition will be for the purpose of urban renewal pursuant to the Town of Riverhead East Main Street Urban Renewal Plan, adopted October 19, 1993.
3. The following five parcels located on Main Street and Roanoke Avenue had been assembled pursuant to an "Acquisition and Disposition Agreement Pursuant to General Municipal Law Articles 15 and 15A, dated November 12, 1998, entered into in connection with the petition of Swezey-Riverhead Holding LLC to be declared a qualified and eligible sponsor for an urban renewal project that called for the demolition of all structures located thereon and the construction of a new, three story, 60,000 square foot department store building, (commonly known as the "Swezey's Project"):
 - a. property formally known as 24 East Main Street (the Acard building)
SCTM 0600-128.00-06.00-55.000

- b. property formally known as 14 East Main Street,
SCTM 0600-128.00-06.00-53.000
- c. property formally known as part of the Riverhead
Parking District No. 1
SCTM 0600-128.00-06.00-66.003 (formerly part of
Lot 66.001)
- d. property formally known as the Rimland Building
0600-128.00-06.00-50.001
- e. property formally known as the Suburban Furniture
Building
0600-128.00-06.00-51.000

4. In accordance with Section 507 of the General Municipal Law, the aforesaid agreement and deeds of record for Parcels "b" "c" "d" and "e" provided that Swezey-Riverhead Holding LLC. had three years to substantially complete construction of the department store. The Agreement and deeds provided that in the event Swezey-Riverhead Holding LLC. failed to do so, title to those four parcels would revert to the Town of Riverhead upon the Town's election.

5. Swezey-Riverhead Holding LLC. failed to commence construction of the department store and thus did not substantially complete the building within the time period specified, including a one year extension thereof. As a result, the Town of Riverhead exercised its right of reverter as to Parcels "b" "c" "d" and "e".

6. Swezey-Riverhead Holding LLC. has refused to execute deeds transferring title to Parcels "b" "c" "d" and "e", claiming that it is due certain payments.

7. That issue is pending before the Supreme Court of Suffolk County.

8. Parcels "b" "c" "d" and "e" should remain assembled with Parcel "a" in order to facilitate the future development of the combined property for a use consistent with the Town of Riverhead East Main Street Urban Renewal Plan, adopted October 19, 1993.

9. It is therefore necessary for the Town to acquire Parcel "a" and assemble it with the parcels it already has title rights to by virtue of the reverter clauses referred to above. To ensure full and complete title, this acquisition will also include any interest Swezey-Riverhead Holding LLC has or claims to have in Parcels "b" "c" "d" and "e".

10. This urban renewal project has been determined by the Town Board of the Town of Riverhead, as lead agency, to be an unlisted action without a significant impact on the

environment, as more fully set forth in the resolution of the Town Board adopted May 3, 2005; and be it further

RESOLVED, that the firm of Rogers and Taylor is hereby appointed as appraisers for the Town with respect to this acquisition. In the event that firm is not available to perform these services, then the Supervisor is hereby authorized to appoint a substitute appraiser; and be it further

RESOLVED, that the Town Clerk is hereby directed to have the annexed synopsis of these Findings and Determination published in two (2) successive issues of the *Traveler Watchman*, the official newspaper of the Town of Riverhead with general circulation within the Town, commencing on Thursday, June 23, 2005; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a certified copy of this resolution and the attached notice to Frank A. Isler, Esq., P.O. Box 389, 456 Griffing Avenue, Riverhead, New York 11901; James Taylor, Rogers & Taylor Appraisers, Inc., 300 Wheeler Road, Suite 302, Hauppauge, New York 11788; the Town Attorney; and Andrea Lohneiss, Director of the Community Development Agency.

This resolution was prepared by Frank A. Isler, Esq. as Special Counsel to the Town Board.

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

PUBLIC NOTICE

Pursuant to Article 2 of the Eminent Domain Procedure Law, a public hearing regarding the acquisition of the title interest, if any, that Swezey-Riverhead Holding LLC. may have in the parcels of land described below, located at Roanoke Avenue and Main Street, Riverhead, was held by the Town Board of the Town of Riverhead on June 7, 2005 to inform the public and to review the public use to be served by the acquisition and to review the impact of the acquisition on the community.

On the 21st day of June, 2005, the condemner made its findings and determinations based on the hearing. A copy of the findings and determination will be forwarded to any interested person without cost upon written request to the Clerk of the Town of Riverhead, 200 Howell Avenue, Riverhead, New York, 11901.

A synopsis of the findings and determinations is as follows:

The Town Board of the Town of Riverhead has found and determined that the acquisition of the title interest, if any, that Swezey-Riverhead Holding LLC. may have in the parcels listed below, will benefit the public for future use for redevelopment pursuant to the Town of Riverhead, East Main Street Urban Renewal Plan, adopted October 19, 1993.

The property to be acquired is

- a. property formally known as 24 East Main Street (the Acard building)
SCTM 0600-128.00-06.00-55.000

as well as whatever title interest, if any, Swezey-Riverhead LLC. has in the following four parcels:

- b. property formally known as 14 East Main Street,
SCTM 0600-128.00-06.00-53.000
- c. property formally known as part of the Riverhead Parking District No. 1
SCTM 0600-128.00-06.00-66.003 (formerly part of Lot 66.001)
- d. property formally known as the Rimland Building
0600-128.00-06.00-50.001
- e. property formally known as the Suburban Furniture Building
0600-128.00-06.00-51.000

This acquisition has been determined by the Town Board of the Town of Riverhead, as lead agency, to be an unlisted action without a significant impact on the environment.

Dated: June 21, 2005

By Order of the Town Board of
the Riverhead, Town of
Riverhead Community
Development Agency

Barbara Grattan
Town Clerk

Adopted

6/21/05

Town of Riverhead
Community Development Agency

Resolution # 14

Authorizes Publishing and Posting of a Public Notice Regarding Request for Expressions of Interest and Qualifications

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

WHEREAS, the Town of Riverhead has adopted a Comprehensive Plan for the Town and a Downtown Strategy for the greater downtown area; and

WHEREAS, the Town desires to encourage the development of creative, visionary and well-funded projects for the downtown which will provide economic development consistent with the recommendations of the Plan and Strategy; and

WHEREAS, the subject property is located within the East Main Street Urban Renewal Area within which the CDA has undertaken numerous projects including acquisition of property for development of a tourist destination project and subsequent sale of the property to the private sector for construction of the Atlantis Aquarium, acquisition and sale to the private sector of the Suffolk Theatre, renovations to the Vail Leavitt Theatre to allow for its use for public purposes, as well as public infrastructure improvements to encourage use of the riverfront and public park space by residents and visitors; and

WHEREAS, the CDA has developed a **Request for Expressions of Interest and Qualifications** to solicit interest in the downtown riverfront area of the Town by the private sector and the preparation of substantive, innovative and funded proposals for consideration by the Town of Riverhead.

THEREFORE, BE IT RESOLVED, that the CDA Board hereby authorizes the publishing and posting of the attached public notice once in the Traveler Watchman, once as a display ad in the Newsday, and once as a display ad in the Sunday Metro Region edition of the New York Times.

BE IT FURTHER RESOLVED, that the Town Clerk shall provide a certified copy of this resolution to Andrea Lohneiss, CDA Director 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
COMMUNITY DEVELOPMENT AGENCY
PUBLIC NOTICE**

PLEASE TAKE NOTICE THAT the Community Development Agency of the Town of Riverhead is seeking expressions of interest and qualifications from experienced developers for a high-quality mixed use development along the riverfront in downtown Riverhead. The goal of this effort is to encourage the development community to assess the potential for revitalization by providing retail/commercial, residential and/or recreational opportunities. The Request for Interest and Qualifications is available for a non-refundable \$50 fee from the Riverhead Town Clerk, Riverhead Town Hall, 200 Howell Avenue, Riverhead, NY 11901. Telephone inquiries can be directed to (631) 727-3200, x287.

Andrea Lohneiss
Secretary

Dated: June 21, 2005

Adopted

6/21/05

TOWN OF RIVERHEAD
RESOLUTION # 572

AWARDS BID FOR PECONIC RIVERFRONT
BICYCLE AND PEDESTRIAN IMPROVEMENT PROJECT

COUNCILMAN BARTUNEK offered the following

resolution, which was seconded by COUNCILWOMAN SANDERS.

WHEREAS, the Town Clerk was authorized to publish and post a Notice to Bidders for the Peconic Riverfront Bicycle and Pedestrian Improvement Project; and

WHEREAS, three (3) bids were received, opened and read aloud on the 31st day of May 2005, at the time and place given in the Notice to Bidders; and

WHEREAS, Young & Young, project engineers for this project has undertaken a bid analysis and certified the bid tabulation; and

WHEREAS, a project budget was established by Resolution #513 of June 7, 2005.

NOW, THEREFORE, BE IT RESOLVED, that the bid for the Peconic Riverfront Bicycle and Pedestrian Improvement Project be and is hereby awarded to Terry Contracting & Materials, Inc. for the sum of Two Million Three Hundred Eighty Four Thousand Eight Hundred Eleven Dollars (\$2,384,811.00); and

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

BE IT FURTHER RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to Terry Contracting & Materials, Inc., Young & Young, Kenneth Testa, Andrea Lohneiss 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.

6/21/05

Town of Riverhead

Adopted

Resolution # 573

Establishes Location for Farmers' Market for 2005 Season

COUNCILWOMAN SANDERS

offered the following resolution, which was

seconded by COUNCILWOMAN BLASS

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

WHEREAS, the Peconic Riverfront Project will be under construction during the 2005 season; and

WHEREAS, the Town has discussed with the Farmers' Market representatives an alternative location and determined that the area located behind SCTM # 0600-129-1-11, 12 and 13 on property owned by the Town of Riverhead is an acceptable location.

THEREFORE, BE IT RESOLVED, that the Town Board hereby authorizes the Farmers' Market to be located on said property on each Thursday beginning July 7, 2005 for the 2005 season.

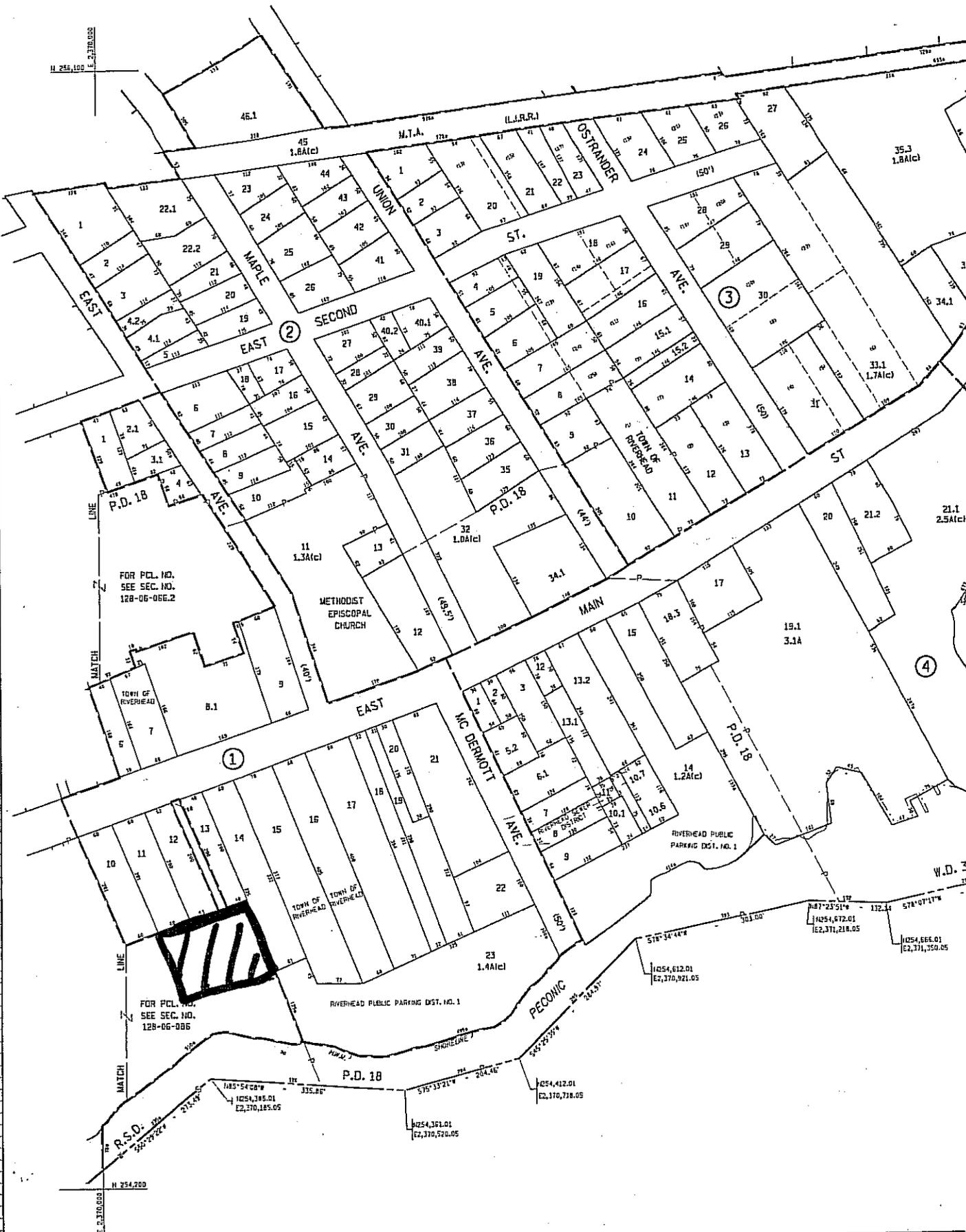
BE IT FURTHER RESOLVED, that the Town Clerk shall forward a certified copy of this resolution to Bob Gammon, 70 Woodside Lane, Laurel, NY 11948, SCDHS (WIC Administrative Office), H. Lee Dennison Building 100 Veterans Memorial Highway PO Box 6100, Hauppauge, NY 11788 and Andrea Lohneiss, CD Director.

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

Revisions
12-11-96
05-19-94
04-13-00
06-19-00
03-20-01
04-11-01
06-13-02
05-11-03



Property of 44 Line Corridor Common User Easement Lot Line Stream / Shore Partials 23	Subdivision Lot No. Subdivision Block/Map No. (21) Deed Description Scaled Description Deed Area 12.1 A(c) or 12.1A Calculated Area 12.1 A(c)	Back Lot Back No. (2) County Line Town Line Bridge Line	School District Line Fire District Line Water District Line Light District Line Park District Line Sewer District Line	Hydrant District Line Police District Line Water-Use District Line Insurance District Line Postoffice District Line	UNLESS DRAWN OTHERWISE, ALL ARE WITHIN THE FOLLOWING: SCHOOL 5 FIRE 25 LIGHT 25 PARK 18 AMBULANCE SEWER WATER REFUSE WASTEWATER
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JUNE 21, 2005

Adopted

TOWN OF RIVERHEAD

APPROVES REQUEST FOR LEAVE OF ABSENCE

RESOLUTION # 574

COUNCILWOMAN BLASS

_____ offered the following resolution,

which was seconded by COUNCILMAN BARTUNEK.

WHEREAS, Nancy Swenk, a Part Time Homemaker, has requested a non-paid leave of absence; and

WHEREAS, after careful consideration, the Town Board has granted a 3-month leave of absence.

NOW, THEREFORE, BE IT RESOLVED, that Nancy Swenk's request for a non-paid leave of absence from July 1, 2005 through September 30, 2005 is hereby approved subject to the following condition(s):

(1) To facilitate the proper functioning of the Town offices, the employee shall submit written notice to the Town Supervisor of her intent to return to work, resign, retire or other relief at least thirty (30) days prior to the expiration of the leave of absence, and

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

THE VOTE

Bartunek Yes No

Sanders Yes No

Blass Yes No

Densieski Yes No

Cardinale Yes No

June 21, 2004

Adopted

TOWN OF RIVERHEAD

Resolution # 575

RATIFY APPOINTMENT OF STUDENT INTERN
IN THE CODE ENFORCEMENT DEPARTMENT

COUNCILMAN BARTUNEK

_____ offered the following

resolution, which was seconded by COUNCILWOMAN BLASS _____

WHEREAS, it is beneficial to the Town to hire student interns to work cooperatively with individual Departments during the summer months; and

WHEREAS, it is the desire of the Code Enforcement Department to have a student intern appointed to work during the summer months to complete various annual projects; and

NOW, THEREFORE, BE IT RESOLVED, that the Town Board hereby ratify the appointment of Colleen Wilhelm to the position of Student Intern in the Code Enforcement Department at the hourly rate of pay of \$10.00 per hour effective June 20, 2005 ending September 2, 2005.

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

THE VOTE

Bartunek Yes No

Sanders Yes No

Blass Yes No

Densieski Yes No

Cardinale Yes No

Adopted

June 21, 2005

TOWN OF RIVERHEAD

RATIFY APPOINTMENT OF
PUMP OUT BOAT PERSONNEL

RESOLUTION # 576

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

RESOLVED, that the Town Board hereby ratify the appointment of Johnathan Schmanski to serve as a Pump Out Boat Personnel effective June 11, 2005 to and including September 9, 2005 to be paid at the rate of \$10.00 per hour, and to serve at the pleasure of the Town Board; and

BE IT FURTHER, RESOLVED, that the Town Clerk be, and is hereby, directed to forward a certified copy of this Resolution to Johnathan Schmanski, the Police Department and the Office of Accounting.

THE VOTE

Bartunek Yes No

Sanders Yes No

Blass Yes No

Densieski Yes No

Cardinale Yes No

6/21/2005

Adopted

TOWN OF RIVERHEAD

Resolution # 577

RATIFIES THE APPOINTMENT OF A BEACH ATTENDANT/CONCESSION STAND OPERATOR I TO THE RIVERHEAD RECREATION DEPARTMENT

Councilman Bartunek _____ offered the following resolution, which was seconded by _____ Councilwoman Blass _____.

RESOLVED, that the appointment of Chris Pike is hereby ratified to serve as a Beach Attendant/Concession Stand Operator I effective June 15th, 2005 to and including September 5th, 2005, to be paid at the rate of \$8.00 per hour, and to serve at the pleasure of the Town Board; and

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

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

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

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

6/21/2005

Adopted

TOWN OF RIVERHEAD

Resolution # 578

RATIFIES THE APPOINTMENT OF A BEACH ATTENDANT/CONCESSION STAND OPERATOR II TO THE RIVERHEAD RECREATION DEPARTMENT

Councilwoman Blass _____ offered the following resolution, which was seconded by Councilman Bartunek _____.

RESOLVED, that the appointment of David Vibert is hereby ratified to serve as a Beach Attendant/Concession Stand Operator II effective June 15th, 2005 to and including September 5th, 2005, to be paid at the rate of \$9.00 per hour, and to serve at the pleasure of the Town Board; and

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

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

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

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

TOWN OF RIVERHEAD

Resolution # 580

APPOINTS
SUMMER RECREATION AIDES
TO THE
RECREATION DEPARTMENT

COUNCILWOMAN BLASS offered the following resolution,

which was seconded by COUNCILMAN BARTUNEK

RESOLVED, that the Town Board appoints the attached list of Summer Recreation Aides to the Recreation Department effective June 21, 2005 to and including August 26, 2005 to serve as needed on an at will basis and to serve at the pleasure of the Town Board and

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.

THE VOTE

Bartunek ___ yes ___ no Sanders ___ yes ___ no
Blass ___ yes ___ no Denisieski ___ yes ___ no
Cardinale ___ yes ___ no

THE RESOLUTION ___ WAS ___ WAS NOT
THEREFORE DULY ADOPTED

**RECREATION DEPARTMENT APPOINTMENTS
6/21/05 TOWN BOARD MEETING**

<u>Last</u>	<u>First</u>	<u>Title</u>	<u>Level</u>	<u>Start Date</u>	<u>End Date</u>	<u>Salary</u>
Barrow	Eugene J.	Summer Rec. Aide	I	6/21/05	8/26/05	\$8.50
Chizever	Brett	Summer Rec. Aide	I	6/21/05	8/26/05	\$8.50
Cook	Jennifer	Summer Rec. Aide	V	6/21/05	8/26/05	\$11.00
Mongiori	James	Summer Rec. Aide	I	6/21/05	8/26/05	\$8.50
Schaefer	Desiree	Summer Rec. Aide	I	6/21/05	8/26/05	\$8.50
Young	Krystal	Summer Rec. Aide	I	6/21/05	8/26/05	\$8.50
Zuhoski	Larissa	Summer Rec. Aide	I	6/21/05	8/26/05	\$8.50

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

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

6/21/05

TOWN OF RIVERHEAD

Resolution # 581

**APPOINTS A WATER SAFETY INSTRUCTOR LEVEL II
TO THE RIVERHEAD RECREATION DEPARTMENT**

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

RESOLVED, that Kristina Bullock is hereby appointed to serve as a Water Safety Instructor Level II effective June 24th, 2005 to and including September 5, 2005, to serve as needed on an at will basis, to be paid at the rate of \$12.00 per hour, and to serve at the pleasure of the Town Board; and

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

1. All applications and appropriate forms are to be completed (in the Office of Accounting) **PRIOR** to start date.
2. Subject to Suffolk County Lifeguard Certifications.
3. Current CPR Certifications

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.

1

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

¹ Rec. Doris/ Res WSI Kristina Bullock

6/21/05

Adopted

TOWN OF RIVERHEAD

Resolution # 582

**APPOINTS A LIFEGUARD LEVEL II
TO THE RIVERHEAD RECREATION DEPARTMENT**

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

RESOLVED, that Kristina Bullock is hereby appointed to serve as a Lifeguard Level II effective June 24th, 2005 to and including September 5, 2005, to be paid at the rate of \$11.50 per hour, and to serve at the pleasure of the Town Board; and

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

1. All applications and appropriate forms are to be completed (in the Office of Accounting) **PRIOR** to start date.
2. Subject to Suffolk County Lifeguard Certifications.
3. Current CPR Certifications

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.

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

6/21/05

TOWN OF RIVERHEAD

Resolution # 583

APPOINTS
WATER SAFETY INSTRUCTORS
TO THE
RECREATION DEPARTMENT

COUNCILMAN BARTUNEK offered the following resolution,

which was seconded by COUNCILWOMAN BLASS

RESOLVED, that the Town Board appoints the attached list of Water Safety Instructors to the Recreation Department effective June 22, 2005 to and including September 5, 2005 and to serve as needed on an at will basis and to serve at the pleasure of the Town Board and

BE IT FURTHER, RESOLVED, that the Town Board hereby authorize the Town clerk to forward this resolution to the Recreation 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 NOT
THEREFORE DULY ADOPTED

**RECREATION DEPARTMENT APPOINTMENTS
6/21/05 TOWN BOARD MEETING**

<u>Last</u>	<u>First</u>	<u>Title</u>	<u>Start Date</u>	<u>End Date</u>	<u>Salary</u>
Raynor	Michelle	WSI Level III	6/22/05	9/5/05	\$12.50
Monahan	Elizabeth	WSI Level I	6/22/05	9/5/05	\$11.00

BE IT FURTHER, RESOLVED, that these positions are subject to the following conditions:

- 1: All applications and appropriate forms are to be completed (in the Office of Accounting) **PRIOR** to start
- 2: Subject to Suffolk county Lifeguard Certifications.
- 3: Current CPR Certifications

JUNE 21, 2005

Adopted

TOWN OF RIVERHEAD

AUTHORIZES SUPERVISOR TO EXECUTE NEW CONTRACT AGREEMENT

RESOLUTION # 584

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

BE IT HEREBY RESOLVED, that the Town Board of the Town of Riverhead hereby authorizes the Town Supervisor to execute a new Employee Contract with the Deputy Town Engineer David Carrick; and

BE IT FURTHER, RESOLVED, that the Town Clerk be, and is hereby, authorized to forward a Certified Copy of this Resolution to David Carrick and the Office of Accounting.

THE VOTE

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

Adopted

TOWN OF RIVERHEAD

Resolution # 585

AUTHORIZES THE TOWN CLERK TO PUBLISH AND POST A HELP WANTED AD FOR SEASONAL PARK RANGER

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

BE IT RESOLVED, that the Town Clerk be and is hereby directed to publish the attached Help Wanted Ad in the June 30, 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 has seasonal positions for Park Ranger I. Applicants must possess Police Officer Training Certificate recognized by NYS. Applications should be submitted to the Accounting Department, 200 Howell Avenue, Riverhead, NY by July 8, 2005. EOE.

BY ORDER OF:
THE RIVERHEAD TOWN BOARD
BARBARA GRATTAN, TOWN CLERK

6/21/05

Town of Riverhead

Adopted

Resolution # 586

Authorizes Supervisor to Execute Contract for Consultant Services to be Provided by Artspace Projects, Inc. to the Town of Riverhead

COUNCILMAN BARTUNEK

offered the following resolution, which was

seconded by COUNCILWOMAN BLASS

WHEREAS, Artspace Projects, Inc. is a national non-profit organization dedicated to creating space for the arts; and

WHEREAS, in cooperation with Suffolk County and the Village of Patchogue, the Town of Riverhead has determined that the redevelopment of downtown Riverhead and the implementation of the Arts District as well as the encouragement of residential use in the Downtown Center -1 district could be stimulated by the expertise and development experience of Artspace Projects, Inc.; and

WHEREAS, Suffolk County, the Town of Riverhead and the Village of Patchogue have developed a two-day consultancy as set forth in Exhibit A of the attached agreement to involve building owners, developers, the financial community, the artist community and local officials in exploring the potential for the development of residential space for artists to complement the retail and gallery space presently existing.

THEREFORE, BE IT RESOLVED, that the Town Board hereby authorizes the Supervisor to execute the attached agreement with Suffolk County and Artspace Projects, Inc. and to contribute the amount of \$2000 to Artspace Projects, Inc. for the services provided therein.

BE IT FURTHER RESOLVED, that the Town Clerk shall provide a certified copy of this resolution to Andrea Lohneiss, CD Director and Jack Hansen, Financial Administrator.

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

Agreement

This Agreement is between the **County of Suffolk (County)**, a New York municipal corporation, having its principal office at the County Center, Riverhead, New York 11901, acting through its duly constituted **Department of Economic Development/Workforce Housing (Department)**, located at H. Lee Dennison Building, 2nd Floor, 100 Veterans Memorial Highway, Hauppauge, New York (mailing address: Box 6100, Hauppauge, New York 11788-0099), the **Town of Riverhead (Town)**, a New York municipal corporation, having its principal office at 200 Howell Avenue, Riverhead, NY 11901, **Village of Patchogue (Village)**, a New York municipal corporation, having its principal office at 14 Baker Street P.O. Box 719, Patchogue NY 11772 and **Artspace Projects, Inc. (Consultant)** a Minnesota nonprofit corporation, with offices located at 250 Third Avenue N., Suite 500, Minneapolis, MN 55401.

The parties hereto desire to describe the scope of work necessary to perform a preliminary feasibility evaluation of arts and cultural developments in the County. Sufficient funding exists in the 2005 Suffolk County Operating Budget.

Term of Agreement: Shall be June 28, 2005 through June 29, 2005.

Total Cost of Agreement: Shall not exceed Six Thousand Dollars (\$6,000.00) in the aggregate throughout the term of the agreement.

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

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

Artspace Projects, Inc.

By: **Chris Velasco** Date: _____
Vice President

Town of Riverhead

By: **Phil Cardinale** Date: _____
Town Supervisor

Village of Patchogue

By: **Paul V. Pontieri Jr.** Date: _____
Mayor

Approved as to Legality:

Christine Malafi
Suffolk County Attorney

By: **Samantha N. McEachin** Date: _____
Assistant County Attorney

County of Suffolk

By: **Paul Sabatino II**
Chief Deputy County Executive

Date: _____

Approved;

**Suffolk County Department of Economic
Development and Workforce Housing**

By: **Jim Morgo**
Commissioner
Date: _____

EXHIBIT A

WHEREAS, Artspace Projects, Inc. is a national nonprofit organization dedicated to creating space for the arts. The goal of the County, at this juncture, is to understand the potential for the project to succeed, to understand the elements that determine feasibility, and to educate and excite the community in order to build support for the Project, and;

NOW, THEREFORE the parties hereto agree as follows:

1. Consultant Responsibilities:

(a) Artspace projects Agrees to:

- Assign Artspace Projects' staff to conduct the two-day preliminary evaluation;
- Examine available documents for potential sites, including site maps, blue prints, and plans;
- Review existing studies;
- Tour potential sites;
- Work with the County to identify key participants in the two-day visit and determine meeting agendas
- Meet with key county, business and arts leaders
- Host a community forum to discuss arts development around the country and the community and economic development impact as it may relate to the proposed project;
- Meet with leadership of the County to wrap-up the visit and discuss initial findings, and recommend the next steps to be taken;
- Perform other related tasks as seen appropriate by the County;

(b) The County may, at any time, by written order, make changes within the general scope of this Agreement in the services or work to be performed, subject to approval by Artspace Projects Inc

2. County Responsibilities

- Provide any relevant documents for Artspace Projects review
- Arrange for site tour(s);
- Identify, contact and invite participants to the building tour, focus groups and public forum;
- Coordinate logistics for the meetings to include: securing space and any necessary equipment/set-up

3. Report Consultants will meet with the leadership of the County, Town, and Village to wrap up the visit and discuss initial findings, and recommend the next steps to be taken.

4. Term:

This Agreement shall cover the period from June 28, 2005 through June 29, 2005, unless sooner terminated by the parties hereto. The term covers the preparation and completion of a site visit. The findings of the Evaluation will be summarized in a wrap-up meeting.

5. Payment and Compensation:

- (a) In consideration of the Consultant's faithfully complying with all of the covenants set forth in this Agreement, the County shall compensate the Consultant a total fee of \$6,000.00; which includes all expenses, with \$3,000.00 due and payable twenty-one (21) days prior to the scheduled visit and \$3,000 payable upon completion of scheduled visit. \$1,500 of the initial fee installment is non-refundable in the event of a cancellation requested by the County, Town or Village.
- (b) In consideration of the Consultant's faithfully complying with all of the covenants set forth in this Agreement, the Town shall compensate the Consultant the sum of \$2000.
- (c) In consideration of the Consultant's faithfully complying with all of the covenants set forth in this Agreement, the Village shall compensate the Consultant the sum of \$2000.
- (d) The total liability of the County, Town and Village, pursuant to this Agreement, shall not exceed \$6000 inclusive of out of pocket expenses in accordance with, the Comptroller's Rules and Regulations for Consultant's Agreements of the Suffolk County Department of Audit and Control.
- (d) The County may pay additional costs incurred by Artspace Projects to rearrange or cancel travel itineraries as requested by the County or necessitated by changes

initiated by same, in accordance with, the Suffolk County Comptroller's Rules and Regulations for Consultant's Agreements of the Suffolk County Department of Audit and Control.

(e) Artspace requires payment in full no later than 10 days following the last day of the consulting visit.

(f) No payments shall be made to the Consultant in excess or in advance of the payment authorized in subparagraphs (a) through (d) above.

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

(h) Prior to authorizing final payment to the Consultant, the Department shall perform a thorough review of the work performed by the Consultant under this Agreement and shall formally certify, in writing, that the Consultant's work has been satisfactorily completed in full compliance with the terms of this Agreement. Said certification of compliance shall be included with the standard claim documentation and forwarded to the County Comptroller for claim audit and authorization for payment.

(i) The Consultant shall maintain full and complete books and records of accounts in accordance with accepted accounting practices. Such books and records shall be retained for a period of seven (7) years and shall be available for audit and inspection by the County Comptroller or his duly designated representative only to verify that payments were properly made and to verify the nature and extent of costs of applicable services provided by Consultant. Such access is granted notwithstanding any claimed exemption from disclosure that may be claimed for those records which are subject to nondisclosure agreements, trade secrets and commercial information or financial information that is privileged or confidential.

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

(k) The acceptance by the Consultant of full payment of all billings made on the final certificate under this Agreement shall operate as and shall be a release to the County from all claims and liability to Consultant, its successors, legal representatives and assigns, for anything done or furnished under and by the provisions of this Agreement.

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

6. Conflicts of Interest:

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

7. Contact Persons:

The contact persons for the parties to this Agreement shall be:

For the County:

Michelle Isabelle-Stark, Director
Office of Cultural Affairs
Department of Economic Development/Workforce Housing
H. Lee Dennison Building
100 Veterans Memorial Highway
P.O. Box 6100
Hauppauge, New York 11788
With a copy to the Commissioner

For the Consultant:

Artspace Projects, Inc.
VP-CNP
250 Third Avenue N.
Suite 500
Minneapolis, MN 55401
(612) 333-9012

8. Comptroller's Regulations:

The Consultant agrees to comply in full with, and payment shall be made to the Consultant in accordance with, the Comptroller's Rules and Regulations for Consultant's Agreements of the Suffolk County Department of Audit and Control.

9. No Assignment:

The Consultant shall not assign, transfer, convey, sublet or otherwise dispose of this Agreement, or any of its right, title, and interest therein, or its power to execute this Agreement, or assign all or any portion of the monies that may be due or may become due to the Consultant under the terms of this Agreement, to any other person or corporation, without the prior consent in writing of the County Executive in the case of the County, the Supervisor in the case of the Town, and the Mayor in the case of the Village.

10. No Default:

The Consultant 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 Consultant agrees that the County may withhold the amount of any such arrearage or default from amounts payable to the Consultant under this Agreement.

11. Confidentiality:

- (a) Any records, reports or other documents of the County or any of its departments or agencies used by the Consultant pursuant to this Agreement or any documents created as a part of this Agreement or any other information obtained or acquired by the Consultant pursuant to this Agreement shall remain the property of the County and shall be kept confidential and not disclosed without the prior written consent of the County; any conversations or communications which the Consultant was either a party to or has knowledge of pursuant to this Agreement shall be kept confidential and not disclosed without the prior written consent of the County.
(b) All written or other materials provided by Artspace Projects remain the property of, and may not be reproduced for purposes of sale or other benefit beyond the intended use under this contract, without the prior written approval of Artspace Projects

12. Public Disclosure:

The Consultant represents and warrants that Consultant 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.

13. Gratuities:

The Consultant 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).

14. Living Wage Law:

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

The Contractor represents and warrants that it has read and is familiar with the requirements of Section 6 of Chapter 347 of the Suffolk County Local Law No. 12-2001, the Living Wage Law. Suffolk County Local Laws, Rules and Regulations can be found on the Suffolk County web site at www.co.suffolk.ny.us Click on "Laws of Suffolk County" under "Suffolk County Links".

15. 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, 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. Suffolk County Local Laws, Rules and Regulations can be found on the Suffolk County web site at www.co.suffolk.ny.us Click on "Laws of Suffolk County" under "Suffolk County Links."

16. Termination of Contract:

(a) Termination by County in the Public Interest

Notwithstanding anything herein to the contrary, in the event that the Commissioner of the Department (hereinafter, the "Commissioner), or his/her designee,

determines, in his/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 Consultant. Consultant shall have an opportunity for consultation with the Commissioner prior to termination.

(b) Termination for Cause

i. If the Consultant fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Consultant becomes bankrupt or insolvent or falsifies its records or reports, or misuses its funds from whatever source, the County may terminate this Agreement in whole or with respect to any identifiable part of the program, effective immediately, or, at its option, effective at a later date specified in the notice of such termination to the Consultant.

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 Commissioner. 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 Commissioner, 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 Commissioner. 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 Commissioner. In such event, no prior notice to cure and of intent to terminate shall be required.

v. A failure on the part of Consultant 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 Commissioner gives notice to cure and of intent to terminate to the Consultant 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 Consultant, before the expiration of the twenty-day period, diligently commences and prosecutes the same to completion.

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 Commissioner or his/her designee, in his/her sole discretion, may terminate the Agreement. The Commissioner 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, Consultant 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.

(c) 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 Consultant 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 Consultant 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 pursuant to the foregoing paragraph, the Consultant shall promptly discontinue all services affected unless otherwise directed by the notice of termination.

(d) Payments upon Termination

i. The County, Town of Riverhead and Incorporated Village of Patchogue 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, Town of Riverhead and Incorporated Village of Patchogue shall be responsible for the payment of any services provided by the Consultant prior to termination of the Agreement, that are pursuant to, and after the Consultant's compliance with, the terms and conditions of this Agreement.

ii. Upon termination, any funds paid to the Consultant by the County which were used by the Consultant 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 Consultant from the County under this Agreement or otherwise. The provisions of this subparagraph shall survive the expiration or termination of the Agreement.

(e) **Termination By Consultant**

The Consultant may terminate this Agreement at any time with written notice to the Department, specifying the reasons for termination and the effective date of termination.

17. Independent Contractor:

It is expressly agreed that the Consultant's status hereunder is that of an independent contractor. Neither the Consultant nor any person hired by the Consultant shall be considered employees of the County, Town or Village for any purpose.

18. Assignment and Subcontracting:

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

19. Insurance:

Consultant 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. Unless otherwise specified by the County and agreed to by the Consultant, in writing, such insurance will be as follows:

Commercial General Liability Insurance, including contractual 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.

Automobile Liability Insurance (if any vehicles are used 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

Workers' Compensation and Employer's Liability Insurance

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

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.

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

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.

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, non-renewal 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.

In the event the Contractor shall fail to provide the Declaration Pages or certificates of insurance or to maintain any insurance required by this Agreement, the County may, but shall not be required to, obtain such policies and deduct the cost thereof from payments due to the Contractor under this Agreement or any other agreement between the County and the Contractor.

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.

20. Indemnification:

a) The Contractor agrees that it shall protect, indemnify and hold harmless the County and its officers, officials, members, employees, agents and invitees (the "County Indemnified Parties") from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and costs, including reasonable attorneys' fees, and shall defend the County in any suit, including appeals, or at the County's option, pay reasonable attorney's fees for defense of any such suit arising out of the acts or omissions or negligence of the Contractor, its agents, employees or subcontractors in connection with the services described or referred to in this Agreement. To the extent permitted by law, the County shall indemnify and hold harmless the Contractor from and against all claims, costs (including attorneys' fees), losses and liabilities arising out of the acts or omissions or negligence of the County, its officers, agents, servants or employees in connection with the services described or referred to in this Agreement.

(b) The Contractor agrees that it shall protect, indemnify and hold harmless the Town and its officers, officials, members, employees, agents and invitees (the "Town Indemnified Parties") from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and costs, including reasonable attorneys' fees, and shall defend the Town in any suit, including appeals, or at the Town's option, pay reasonable attorney's fees for defense of any such suit arising out of the acts or omissions or negligence of the Contractor, its agents, employees or subcontractors in connection with the services described or referred to in this Agreement. To the extent permitted by law, the Town shall indemnify and hold harmless the Contractor from and against all claims, costs (including attorneys' fees), losses and liabilities arising out of the acts or omissions or negligence of the Town, its officers, agents, servants or employees in connection with the services described or referred to in this Agreement.

(c) The Contractor agrees that it shall protect, indemnify and hold harmless the Village and its officers, officials, members, employees, agents and invitees (the "Village Indemnified Parties") from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and costs, including reasonable attorneys' fees, and shall defend the Village in any suit, including appeals, or at the Village's option, pay reasonable attorney's fees for defense of any such suit arising out of the acts or omissions or negligence of the Contractor, its agents, employees or subcontractors in connection with the services described or referred to in this Agreement. To the extent permitted by law, the Village shall indemnify and hold harmless the Contractor from and against all claims, costs (including attorneys' fees), losses and liabilities arising out of the acts or omissions or negligence of the Village, its officers, agents, servants or employees in connection with the services described or referred to in this Agreement

21. 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 five percent (5%) (or more) of any party to this Agreement.

22. Civil Actions

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

23. Set-Off Rights

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

24. Union Organizing

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

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

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

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

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

25. Prohibition Against Contracting with Corporations that Reincorporate Overseas

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

26. Severability:

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

27. Entire Agreement:

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Files\OLK7C\County drafted agreement.6-7-05.doc

It is expressly agreed that this instrument represents the entire agreement of the parties and that all previous understandings are merged in this Agreement.

28. No Oral Changes:

No modification of this Agreement shall be valid unless written in the form of an Addendum or Amendment signed by both parties.

End of Text

06/21/05

TOWN OF RIVERHEAD

Adopted

Resolution # 587

AUTHORIZES THE SUPERVISOR TO EXECUTE AGREEMENTS IN CONNECTION WITH COUNTY OF SUFFOLK RESIDENTIAL REPAIR IIIB CONTRACTS

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

WHEREAS, the County of Suffolk has stated that sufficient funding exists in the 2005 Suffolk County Operating Budget; and

WHEREAS, the Town received contracts from Suffolk County Office for the Aging for the purpose of making a IIIB Residential Repair program available to senior citizens of Suffolk County.

NOW, THEREFORE, BE IT RESOLVED, that the Supervisor is hereby authorized to execute the attached agreements implementing the County of Suffolk Residential Repair IIIB program, and be it further

RESOLVED that the Town Clerk is hereby directed to forward a Certified Copy of this Resolution to the Office of the Town Attorney, the Seniors Program and the Office of Accounting.

THE VOTE

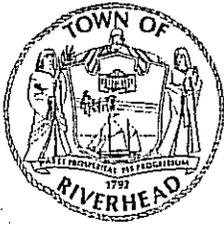
Bartunek Yes No

Sanders Yes No

Blass Yes No

Densieski Yes No

Cardinale Yes No



TOWN OF RIVERHEAD

Office of the Town Attorney

200 HOWELL AVENUE, RIVERHEAD, NEW YORK 11901-2596

(631) 727-3200

Fax: (631) 727-6152

Dawn C. Thomas Town Attorney Ext. 216	Christopher E. Kent Deputy Town Attorney Ext. 605	Sean M. Walter Deputy Town Attorney Ext. 608	Mary C. Hartill Deputy Town Attorney Ext. 378	Laura J. Calamita Paralegal Ext. 215
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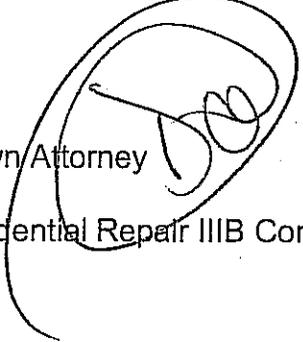
MEMORANDUM

To: Supervisor Cardinale

From: Dawn C. Thomas, Town Attorney

Re: County of Suffolk Residential Repair IIIB Contracts

Date: June 2, 2005



Please find attached herewith the County of Suffolk Residential Repair IIIB, which this office has reviewed and finds ready for your signature.

Please let me know if you have any questions.

DCT/ks
Enc.

Dawn
Please Mr. Ste
and Attorney's Resolution
Council (if necessary) before
release. Here
Phil

County of Suffolk
Program Budget – Explanation of Costs

Name of Organization Residential Repair

- I. Personal Services: Identify what contribution/task/responsibility each staff member has to the program's operation.

Two Residential Repair Workers

Each employee performs a variety of light maintenance and repair tasks to enable the senior citizen population of Riverhead to remain safe and secure in their homes.

- II. Contracted Services: Identify the type of service each consultant is providing and its relationship to the program's operation. If Administrative costs are included, the percentage charged as well as the components should be spelled out within that heading.

N/A

III. Maintenance and Operations

- a. Equipment: Identify if the equipment is new or replacement, and briefly explain its relevance to the program.

N / A

- b. Supplies: Explain the relevance of the supplies to the program.

N / A

- c. Utilities: Explain how the costs were calculated. Specify and delineate if the costs are pro-rated based on space, occupancy, or a percentage of time allocated to the program.

N/A

IV. Facility Repairs/Additional Costs

- a. Additional Costs: Explain the relevance and/or need of these items to the program.

A Town vehicle is provided to transport our Residential Repair men. Partial cost of gas is charged to the program. The remainder is paid by the Town.

b. Facility Repairs: Explain the repairs and show how they are for general upkeep and not for capital replacements.

N/A

County of Suffolk



Steve Levy
Suffolk County Executive

Office for the Aging
Holly S. Rhodes-Teague
Director

May 2, 2005

The Honorable Philip Cardinale
Supervisor
Town of Riverhead
200 Howell Avenue
Riverhead, New York 117901

RE: IIB – Residential Repair

Dear Supervisor Cardinale:

Three copies of the Agreement referenced above are enclosed. Please sign all three copies of the Agreement and return them as soon as possible. In addition, a current copy of your Declaration Page of the required insurance policies must be submitted to this office upon renewal. **Please note that contractual liability coverage amounts have increased.**

Please be advised that if you are providing services without a fully executed contract, you do so at your own risk as an exercise of your independent business judgment and without any guarantee of payment. In addition, the attached "Program Budget Explanation of Costs" form must be completed for all Agreements that have budgets. In order to avoid delay in the execution of your Agreement, please be sure to send the completed form with the signed Agreements.

Included as part of the "Suffolk County Legislative Requirements Exhibit for Contracts" is form SCEX 22, the Suffolk County Disclosure form. Please be sure to complete this form in each contract. If your organization is exempt, you **must** still complete paragraph 12, the signature and notary sections.

One fully executed Agreement will be forwarded to you as soon as the signature process has been completed. If you require any further information, please contact Mary-Valerie Kempinski at 853-8209.

Sincerely,

Leonor Hunter
Leonor Hunter *HRL*
Fiscal Administrator II

LH:MVK:ny

Enclosures

cc: Judy Doll

G:\NYANOFISKY\MVK\formletters\lrr2copagreem with SCEX 22.EoC.TownCC.doc

Agreement

This Agreement (Agreement) is between the County of Suffolk (County), a municipal corporation of the State of New York, having its principal office at the County Center, Riverhead, New York 11901, acting through its duly constituted Office for the Aging (Aging), having its principal office at the H. Lee Dennison Building - 3rd Floor, 100 Veterans Memorial Highway, Hauppauge, New York (Mailing address: P.O. Box 6100, Hauppauge, New York 11788-0099), and the Town of Riverhead (Contractor), a New York municipal corporation, having its principal place of business at 200 Howell Avenue, Riverhead, New York 11901

The parties hereto desire to make a IIIB Residential Repair program available to senior citizens of Suffolk County. Sufficient funding exists in the 2005 Suffolk County Operating Budget.

Term of Agreement: Shall be January 1, 2005 through December 31, 2005 with two one-year extensions at the County's option.

Service Levels: 1,450 Units of Residential Repair Service
340 Elderly Served, Unduplicated

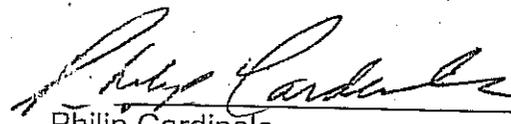
Total Cost of Agreement: Shall not exceed \$ 27,050.

Terms and Conditions: Shall be as set forth in Exhibits A through D attached.

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

Town of Riverhead

County of Suffolk

By: 
Philip Cardinale
Supervisor

By: _____
Paul Sabatino II
Chief Deputy County Executive

Fed. Taxpayer ID #: 11-6001935
Date: 6-8-05

Date: _____

Approved as Legality:

Approved:

Christine Malafi
Suffolk County Attorney

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

By: _____ Date _____
Samantha N. McEachin
Assistant County Attorney

Recommended:
By: _____ Date _____
Luanne S. Jabbonsky
Asst. Senior Citizens Program Coordinator

Exhibit A

1. Purpose And Program

A. The Contractor shall furnish Aging with one or more programs for senior citizens of Suffolk County (separately or collectively the "Program"), pursuant to (i) the Title of the Federal Older Americans Act (42 U.S.C.A. §3030e et seq.) indicated on the cover page of this Agreement and the applicable rules and regulations of the Administration on Aging, United States Department of Health and Human Services and/or (ii) the New York State Program indicated on the cover page of this Agreement, in accordance with the provisions contained in this Exhibit A and in the following additional Exhibits, which are attached to and made part of this Agreement.

EXHIBIT A1	Standard Contract Clauses
EXHIBIT A2	Standard Budget Clauses
EXHIBIT B	Program Specifications
EXHIBIT B1	Special Clauses (if any)
EXHIBIT C	Budget
EXHIBIT D	Grievance Procedures

B. The provisions of Exhibit B1 shall prevail over inconsistent provisions of any other Exhibit, the provisions of this Exhibit A shall prevail over inconsistent provisions of any other Exhibit except Exhibit B1, and the provisions of Exhibits A, A1, A2 and B1 shall prevail over any other document not specifically referred to in this Agreement or made part thereof by this Exhibit A, or by subsequent amendment in writing and signed by both parties except to the extent that provisions of this Exhibit A, or Exhibit A1, A2 or B1 are specifically referred to and amended, superseded or deleted by such other Exhibit or amendment.

2. Reports

The Contractor shall submit reports as reasonably requested by the County, including without limitation, any reports required by Exhibit B.

3. Limit Of County's Obligations

The maximum amount to be paid by the County as set forth on the cover page of this Agreement or any amendment thereof shall constitute the full obligation of the County in connection with this Agreement and any matter arising therefrom for the contract year to which such cover page relates.

4. Extension Of Term

The services of the Contractor under this Agreement shall be subject to review by Aging not less often than annually. If Aging, in its sole discretion, is satisfied with the Contractor's services, Aging shall notify the Contractor in writing on or before the expiration of the term (as the same may have been extended), and the parties shall negotiate an Extension Agreement, which shall take effect for the extension period specified therein, but in no event beyond the limits as set forth on the cover page of the Agreement, upon signature on behalf of the County. Such Extension Agreement shall include the Total Cost of Agreement for the Extension Period and such other modifications of the Agreement as may be agreed upon between the parties.

5. Termination In Case Of Bid Request, RFP Or RFQ

Notwithstanding anything otherwise provided in paragraph 4 above, Aging may elect not to extend the term of this Agreement, or may terminate this Agreement as provided in the paragraph headed "Termination" of Exhibit A1, if in the County's sole discretion, it issues a request for bids, requests for proposals or request for qualifications for the services described in this Agreement and the Contractor's response thereto does not result in a contract award to the Contractor.

- END OF TEXT OF EXHIBIT A -

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Exhibit A1 - Standard Contract Clauses

1. Contractor Responsibilities

(a) Services

The Contractor shall perform such services as may be necessary to accomplish the work required to be performed under and in accordance with this Agreement, as more particularly provided in Exhibits A and B, in a skillful manner and to the best of its ability.

(b) Qualifications and Licenses

The Contractor specifically represents and warrants that it has and shall possess, and that, to the extent applicable, its employees, agents and subcontractors have and shall possess, the required education, knowledge, experience and character necessary to qualify them individually for the particular duties they perform and that the Contractor has and shall have, and, to the extent applicable, its employees, agents and subcontractors have and shall have, all required authorization(s), registration(s), license(s), certificate(s) or permit(s) required by State, County or local authorities for the Services (hereinafter called "License"). The Contractor shall immediately notify Aging in writing of any disciplinary proceedings against the holder of any License by the New York State Department of Education or the New York State Department of Health or other issuer of a License. In the event that the Contractor or such other holder of a License is no longer licensed for any one or more of the Services, the Contractor must immediately so notify Aging. It is understood that the Contractor shall not be reimbursed for any Services rendered after the effective date of termination of such License. The remainder of this Agreement, or its application to persons or circumstances other than those as to which said License has been terminated, shall not be affected thereby, and every other term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(c) County Review

It is agreed that the nature and extent of the services provided pursuant to this Agreement shall be subject to the general supervision of AGING and that Aging, through its duly authorized representatives, has the right to monitor and evaluate the program. Aging shall be the sole arbiter as to what constitutes acceptable performance under this Agreement.

(d) Compliance with Law

The Contractor shall comply with all applicable local, County, State and Federal laws, rules and regulations, including without limitation the rules and regulations of the New York State Office for the Aging, Suffolk County local preference and other applicable Suffolk County local laws and resolutions of the Suffolk County Legislature and the rules, regulations, criteria, and guidelines for expenditure controls heretofore adopted or to be adopted by the County, New York State and the Federal government pursuant to law.

2. Term of Agreement

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

3. Payment for Services

(a) Claims

- (i) The Contractor shall prepare and present claim forms supplied by the County (standard Suffolk County Payment Voucher and any other form(s) required by Aging or the Department of Audit and Control) within eight (8)

days after the close of the month in which the expenditure was made, except the claim for the last month of the initial Term of Agreement and of each succeeding Extension Period, if any, for which the claim shall be submitted as provided in paragraph B below.

- (ii) All claim forms must be signed in ink by duly authorized persons, and certification of such authorization with certified specimen signatures thereon must be filed with Aging by a Contractor official empowered to sign this Agreement.
- (iii) Monthly vouchers shall be submitted directly to the Suffolk County Office for the Aging at H. Lee Dennison Building, 100 Veterans Memorial Highway, P. O. Box 6100, Hauppauge, New York 11788-0099.
- (iv) No claims shall be payable until the Contractor complies with all requirements in this Agreement that should have been complied with on or before submission of such claims and also submits evaluative and such other data in the manner and form as shall be required and accepted by Aging, the County, State or Federal Government.
- (v) The amount of the Total Cost of the Agreement to be paid by the County as set forth on the cover page of this Agreement or of any extension or amendment thereof shall constitute the full obligation of the County in connection with this Agreement for the period there indicated.

(b) Final Request for Payment

A final claim for payment shall be submitted no later than thirty (30) days after the end of the initial Term of Agreement and of each succeeding Extension Period, if any, unless otherwise directed by Aging.

(c) Payment of Claims

The County agrees to pay the Contractor monthly for services provided and costs incurred pursuant to this Agreement up to the maximum agreed amount as provided in paragraph 3(a)(5) above, upon receipt of monthly claims in such form as prescribed by the County and after audit and approval by the County. Claims shall be documented by sufficient, competent and evidential matter. Payment by the County shall be made within thirty (30) days after approval by the Comptroller of the County of Suffolk.

(d) Taxes

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

(e) 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.

(f) Payments Contingent upon State/Federal Funding

Payments under this Agreement are subject to and contingent upon continued funding by the State and/or Federal Government(s). If, for any reason, the full amount of such funding is not made available to the County, this Agreement may be terminated in whole or in part, or the amount payable to the Contractor may be reduced, at the discretion of Aging, provided that any such termination or

reduction shall not apply to allowable costs incurred by the **Contractor** prior to such termination or reduction to the extent that funds are available to **Aging** for payment of such costs.

(g) Payments Contingent upon Receipt of State/Federal Aid

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

(h) Other Governmental Funding

If the program of the **Contractor** which is the subject of this Agreement is funded in whole or in part by contracts with other governmental agencies, it is agreed that the funds of the **County** under this Agreement shall be refunded to the **County** to the extent that the local funding from all such sources exceeds the total expenditures of the **Contractor** for the program.

(i) Post-Audit

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

(j) Set-Off Rights

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

4. Accounting Procedures

(a) The **Contractor** shall maintain separate records of account concerning all costs incurred by the **Contractor** in the performance of this Agreement and all income relating to the program funded under this Agreement and consents to audit and inspection by the **County**, New York State and the Federal Government of all facilities, books and other financial and statistical

data, whether related to this Agreement or otherwise (in the case of towns or other municipal corporations, only as they relate to this Agreement). Such records shall be maintained for a period of seven (7) years from the date of termination or expiration of this Agreement. Specific records shall be kept as to the hours of all personnel.

(b) The Contractor shall comply, for the program funded under this Agreement, with the "Regulations for Accounting Procedures for Contract Agencies," promulgated by the Department of Audit and Control of Suffolk County, and any amendments during the Term of this Agreement.

5. Financial Statements and Audit Requirements

(a) Notwithstanding any other reporting or certification requirements of Federal, State or local authorities, the Contractor shall obtain the services of an independent licensed public accountant or certified public accountant (the "Auditor") to audit its financial statements for each Contractor fiscal year in which the Contractor has received, or will receive, \$300,000 or more from the County, whether under this Agreement or otherwise, and shall submit a report on the overall financial condition and operations of the Contractor, including a balance sheet and statement of income and expenses, attested by the Auditor as fairly and accurately reflecting the accounting records of the Contractor in accordance with generally accepted accounting principles. The Contractor is encouraged to solicit requests for proposals (RFPs) from a number of qualified accounting firms and to review carefully the costs of, and qualifications for, this type of work before selecting the Auditor.

(b) The Auditor should be required to meet the following minimum requirements:

- (i) a current license issued by the New York State Education Department;
- (ii) sufficient auditing experience in the nonprofit, governmental or profit-making areas, as applicable; and
- (iii) a satisfactory peer review issued within not more than three years prior to the date when the Auditor was selected to conduct the audit.

(c) The audit must be conducted in accordance with generally accepted governmental auditing standards (GAGAS). Financial statements must clearly differentiate between County-funded programs and other programs that the Contractor may be operating. The use of subsidiary schedules should be encouraged for this purpose. The Auditor must also prepare a management letter based on the audit.

(d) Furthermore, if the Contractor is a non-profit organization or unit of local government and expends \$500,000 or more of Federal monies, whether as a recipient expending awards received directly from Federal awarding agencies, or as a subrecipient expending Federal awards received from a pass-through entity, such as New York State or Suffolk County, during any fiscal period within which it receives funding under this Agreement ("fiscal year"), the audit must be conducted, and the audit report ("Single Audit Report") must be, in accordance with OMB Circular No. A-133 (revised June 27, 2003). Single Audit Reports must also be submitted to the designated clearinghouse, cognizant agency and/or pass-through entity, to the extent required by the OMB Circular just referred to.

(e) The Contractor must submit a statement in writing, certified by its chief financial officer, which states the amount of Federal funding expended by the Contractor during such fiscal year. The Contractor must mail or deliver the certified statement to Aging and to the Executive Director of Auditing Services, Suffolk County Department of Audit and Control, H. Lee Dennison Building, 100 Veterans Memorial Highway, P. O. Box 6100, Hauppauge, New York 11788-0099, as soon as possible after the end of the Contractor's fiscal year. The statement should include

ALL Federal funding received directly from the Federal government and ALL Federal funds passed through from the County and other pass-through entities

(f) Copies of all financial statements, management letters, Single Audit Reports (if applicable) and other audit reports, if required, must be transmitted to Aging and to the Executive Director of Auditing Services at the address just set forth. The reports must be submitted within thirty (30) days after completion of the audit, but in no event later than nine (9) months after the end of the Contractor's fiscal period to which the audit relates.

(g) These requirements do not preclude Aging or the Suffolk County Comptroller or their authorized representatives or Federal or State auditors from auditing the records of the Contractor. Therefore, the records of the Contractor must be made available to authorized representatives of Federal, State or County government for that purpose.

(h) All payments made under this Agreement are subject to audit by the Suffolk County Comptroller pursuant to Article V of the Suffolk County Charter. If the Contractor fails to cooperate with an audit by the Comptroller, the County shall have the right to suspend or partially withhold payments under this Agreement or under any other agreement between the parties until such cooperation is forthcoming. If such an audit discloses overpayments by the County to the Contractor, within thirty (30) days after the issuance of an official audit report by the Comptroller or his duly designated representatives, the Contractor shall repay the amount of such overpayment by check to the order of the Suffolk County Treasurer or shall submit a proposed plan of repayment to the Comptroller. If there is no response or if satisfactory repayments are not made, the County may recoup overpayments from any amounts due or becoming due to the Contractor from the County under this Agreement or otherwise.

(i) The provisions of the foregoing subparagraphs (a) through (h) shall survive the expiration or termination of the Agreement.

6. Addresses For Notices, Claims And Reports

(a) The Contractor shall mail any communication, notice, claim for payment, reports, or other submission to Aging at its address on the cover page of this Agreement, or such other address of which the County shall have given the Contractor written notice. The County shall mail any communication, notice, or other submission to the Contractor at its address on the cover page of this Agreement or such other address of which the Contractor shall have given the County written notice.

(b) Any communication or notice regarding termination or litigation shall also be sent to the following addresses or at such other addresses that may be specified in writing by Aging or the County Attorney:

Suffolk County Department of Law
H. Lee Dennison Building – 6th Floor
100 Veterans Memorial Highway
P.O. Box 6100
Hauppauge, New York 11788
Attn: Christine Malafi, County Attorney

7. Statement of Other Contracts

The Contractor has attached, and in the event of any change, will attach to any extension agreement/amendment of this Agreement, a Statement of Other Contracts in the form annexed to this

Agreement. The Contractor represents and warrants that any such Statement of Other Contracts is and will be a complete list of all other contracts (i) which are currently in effect or (ii) which have expired within the past 12 months and have not been renewed, and under which funds have been, are being or will be received by the Contractor from any department or agency of the County, the United States of America, the State of New York or other municipalities or funding organizations.

8. 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.

9. Confidentiality of Records

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

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

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

10. Independent Contractor

The relationship of the Contractor to the County shall be that of an independent contractor. The Contractor, in accordance with its status as an independent contractor, covenants and agrees that neither the Contractor nor any of its officers, directors or employees will hold itself or themselves out as, or claim to be, an officer or employee of the County by reason of this Agreement, and that neither it nor any of them will, by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County, including, but not limited to, Workers' Compensation coverage, unemployment insurance benefits, Social Security coverage, or retirement membership or credits.

11. Certificate of Incorporation

The Contractor (if not a town or other municipal corporation) shall furnish Aging with certified copies of its Certificate of Incorporation and by-laws, including any amendments thereto, at the time it signs this Agreement, to the extent not already on file with Aging, and any amendments thereto during the term of this Agreement promptly upon their adoption, and a list of the board members governing the Contractor from time to time. The Contractor shall not dissolve any existing corporation or establish any new corporation with the responsibility for the operation of the program without the prior written approval of Aging.

12. Insurance and Indemnification

(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 of its subcontractors, in connection with work performed for the Contractor related to this Agreement, procure, pay the entire premium for and maintain throughout the term of this Agreement insurance in amounts and types equal to that specified by the County for the Contractor. Unless otherwise specified by the County and agreed to by the Contractor, in writing, such insurance 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.
- iii. WORKER'S COMPENSATION and EMPLOYER'S LIABILITY insurance in compliance with all applicable New York State laws and regulations and DISABILITY BENEFITS insurance, if required by law. Contractor shall furnish to the County, prior to its execution of this Agreement, the documentation required by the State of New York Workers' Compensation Board of coverage or exemption from coverage pursuant to §§57 and 220 of the Workers' Compensation Law. In accordance with General Municipal Law §108, this Agreement shall be void and of no effect unless the Contractor shall provide and maintain coverage during the term of this Agreement for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
- iv. PROFESSIONAL LIABILITY insurance in an amount not less than Two Million Dollars (\$2,000,000.00) on either a per occurrence or claims made coverage basis.

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

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

(d) All such Declaration Pages, certificates and other evidence of insurance shall provide for the County of Suffolk to be notified in writing thirty (30) days prior to any cancellation, non-renewal 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) In the event the Contractor shall fail to provide the Declaration Pages or certificates of insurance or to maintain any insurance required by this Agreement, the County may, but shall not be required to, obtain such policies and deduct the cost thereof from payments due to the Contractor under this Agreement or any other agreement between the County and the Contractor.

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

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

13. Incident Reporting

The Contractor agrees to provide Aging with reports of all instances of claims, costs, damages, and injuries to persons or property of whatsoever kind arising out of services provided under this Agreement. All such notifications should be given to Aging immediately after the incident, if possible, but in no case longer than five (5) days after the incident. The Contractor further agrees to send Aging copies of all "notices of claim" relating to the program covered in this Agreement.

14. Nondiscrimination in Employment

- (a) The Contractor agrees in connection with the performance of this Agreement as follows:
- (i) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, sexual preference, age, disability, military status or marital status, and will undertake or continue existing programs of affirmative action to ensure that women and minority group members are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
 - (ii) The Contractor shall require each employment agency, labor union or authorized representative of workers, with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, sexual preference, age, disability, military status or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
 - (iii) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of this Agreement, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, sexual preference, age, disability, military status or marital status.

15. Nondiscrimination in Services

(a) Furthermore, the **Contractor**, in providing services under this Agreement, shall not, on the grounds of race, creed, color, national origin, sex, sexual preference, age, disability or marital status:

- (i) Deny an individual any services or other benefits provided under the program;
- (ii) Provide any services or other benefits to an individual which are different, or are provided in a different manner, from those provided to others under the program;
- (iii) Subject an individual to segregation or separate treatment in any matter related to his/her receipt of any services or other benefits provided under the program;
- (iv) Restrict an individual in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any services or other benefits provided under the program;
- (v) Treat an individual differently from others in determining whether or not the individual satisfies any eligibility or other requirements or conditions which individuals must meet in order to receive any aid, care, services, or other benefits provided under the program.

(b) The **Contractor** shall not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, creed, national origin, sex, sexual preference, age, disability or marital status or have the effect of defeating or substantially impairing accomplishment of the objectives of the program in respect to individuals of a particular race, creed, national origin, sex, sexual preference, age, disability or marital status, in determining:

- (i) The types of services or other benefits to be provided under the program, or
- (ii) The class of individuals to whom, or the situations in which, such services or other benefits will be provided under the program, or
- (iii) The class of individuals to be afforded an opportunity to participate in the program.

(c) The **Contractor** also agrees to observe all applicable Federal Regulations contained in 45 CFR, Part 84 and Part 85 entitled "Non-Discrimination on the Basis of Handicap in Program Activities Receiving or Benefiting from Federal Financial Assistance."

(d) The **Contractor** agrees to comply with the requirements of the Civil Rights Act of 1964.

(e) In addition (unless otherwise indicated, or not applicable to the Program described, in Exhibit B), pursuant to § 306(a)(5)(A)(ii) of the Older Americans Act, as added by P. L. 100-175, 42 U.S.C.A. § 3026(a)(5)(A)(ii), the **Contractor** shall

- (i) specify how the **Contractor** intends to satisfy the service needs of low-income minority individuals in the area served by the **Contractor**; and
- (ii) attempt to provide services to low-income minority individuals in at least the same proportion as the population of low-income minority older individuals bears to the population of older individuals of the area served by the **Contractor**.

16. Nonsectarian/Nonpartisan Declaration

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

17. Suffolk County Living Wage Law

The Contractor represents and warrants that it has read and is familiar with the requirements of Section 6 of Chapter 347 of the Suffolk County Code, the Living Wage Law.

18. Child Sexual Abuse Reporting Policy

The Contractor agrees to comply with the Suffolk County Child Sexual Abuse Reporting Policy, Chapter 577, Article IV, of the Suffolk County Code, 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.

19. 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 five percent (5%) (or more) of any party to this Agreement.

20. Civil Actions

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

21. 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).

22. Public Disclosure

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

23. Work Experience Participation

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

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

24. Publications, Copyrights and Patents

(a) 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 bear a statement acknowledging the cooperation and/or funding by the County of Suffolk – Steve Levy, County Executive.

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

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

25. 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 Aging.

26. Certification Regarding Lobbying

Together with this Agreement and as a condition precedent to its execution by the County, the Contractor shall have executed and delivered to Aging the Certification Regarding Lobbying (if payment under this Agreement may exceed \$100,000 – SEE FORM ATTACHED) required by 31 U.S.C. Section 1352 and regulations thereunder, shall promptly advise the County of any material change in any of the information reported on such Certification and shall otherwise comply with, and shall assist the County in complying with, said regulations as now in effect or as amended during the Term of this Agreement.

27. Cooperation On Claims

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

28. Assignment And Subcontracting

(a) The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this Agreement, or any of its right, title or interest therein, or its power to execute 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.

(b) The Contractor shall not enter into subcontracts for any of the work contemplated under this Agreement without obtaining prior written approval of Aging. Such subcontracts shall be subject to all of the provisions of this Agreement and to such other conditions and provisions as Aging may deem necessary; provided, however, that notwithstanding the foregoing, unless otherwise pro-

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

29. Termination

(a) If the Contractor fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor becomes bankrupt or insolvent or falsifies its records or reports, or misuses its funds from whatever source, the County may terminate this Agreement in whole or with respect to any identifiable part of the program, effective immediately, or, at its option, effective at a later date specified in the notice of such termination to the Contractor.

(b) If the County shall deem it in its best interest to terminate this Agreement in whole or with respect to any identifiable part of the program, it shall have the right to do so by giving not less than thirty (30) days' prior written notice to the Contractor.

(c) The Contractor may terminate this Agreement by giving not less than sixty (60) days' prior written notice (or thirty (30) days' prior written notice if substantial breach of contract is involved) to the Director of Aging, specifying the reasons for termination and the effective date of termination.

(d) 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 this Agreement, that are pursuant to, and after the Contractor's compliance with, the terms and conditions of this Agreement.

(e) 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.

30. Severability; No Implied Waiver

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

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

31. 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 A1

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Exhibit A2 - Standard Budget Clauses

1. Payment For Services

(a) Limit of County's Obligations

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

(b) Budget; Expenditure Limitations

The attached budget, designated Exhibit C, and any subsequent, amended or modified budget, all of which are hereby made part of this Agreement and each of which is herein referred to as the "Budget", lists and shall list all personnel and all other costs of services to be rendered by the **Contractor** under this Agreement, less revenue and other offsets, if any, for the period of time to which it relates (the "Budget Period"), and the net amount of each Budget shall not exceed the applicable Total Cost of Agreement specified on the cover page of this Agreement or on the cover page of the applicable amendment/extension agreement, representing the total net operating cost to the **County** of the Program for the Budget Period. Any changes in the total Budget amount shall require an amendment to this Agreement signed by the parties. Other Budget changes require a written request in advance by the **Contractor** to **Aging** on forms prescribed by the **County** and after receipt by the **Contractor** of signed approval on said forms by the Director of **Aging** or her designee and by the **County's** Budget Office. The **Contractor** agrees that its expenditures shall conform to applicable provisions of the State and Local Finance Laws and customary prevailing governmental practices and standards.

(c) Claims

In consideration of the **Contractor's** compliance with all of the requirements of this Agreement that should have been performed by it at the time of claim submission, the **County** shall pay the **Contractor** a sum not to exceed the Total Cost of Agreement on the cover page of this Agreement, to be paid in accordance with the Budget upon presentation by the **Contractor** of monthly claims, accompanied by 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 by the **County** for **Contractor** expenditures shall be made only for services actually performed and for reimbursements only of actual cash expenditures made prior to the date of claim submission. No claims shall be payable until the **Contractor** complies with all requirements in this Agreement that should have been complied with on or before submission of such claims. All claims and forms must be signed in ink by duly authorized persons, and certification of such authorization with certified specimen signatures thereon must be filed with **Aging** by a **Contractor** official empowered to sign this Agreement.

(d) Advance Payment Schedule

Notwithstanding the foregoing provisions, if a payment schedule is annexed to the Budget, an amount equal to two-twelfths (2/12ths) of the Total Cost of the Agreement for the Budget Period shall be advanced to the **Contractor** for guarantees of availability of services and as consideration. Unless the payment schedule provides otherwise, one-twelfth (1/12th) of the advance shall be recouped by deduction from the approved amount of actual expenses for each month of the Budget Period, as more particularly provided in the payment schedule and, with regard to the last month of the Budget Period, in the subparagraphs below headed, "Final Voucher".

(e) **Final Voucher**

Upon termination or expiration of this Agreement, or prior to the payment of reimbursement for actual expenses of the last month of the Budget Period, or prior to any payment for a subsequent Budget Period or under a subsequent agreement between the parties, a determination shall be made of the total amount of the payments (initial advance plus reimbursements, net of recoupments of advance) made during the Budget Period and the total amount of the allowable expenditures (net of program income or other deductions) incurred during the same Budget Period. The determination shall result in one of the following:

- (i) If the **Contractor's** total net expenses are greater than the total amount of the payments made during the Budget Period, the claim form will be processed for the balance due the **Contractor**.
- (ii) If the **Contractor's** total net expenses are less than the total amount of the payments made during the Budget Period, the **Contractor** shall prepare a check payable to the order of the Suffolk County Treasurer for the difference between the two amounts and promptly deliver such check to the **County** with a claim form (standard Suffolk County Payment Voucher) describing the repayment.

(f) **Level of Service**

The **Contractor** agrees that where a minimum level of service is not provided as set forth in Exhibit B, **Aging** may require the reduction of **Contractor** staff and costs or terminate this Agreement after giving notice in accordance with the provisions headed, "Termination", of Exhibit A1.

(g) **Payments Not To Exceed Net Expenditures**

The **Contractor** agrees that if, for any reason whatsoever, the **Contractor** shall spend during the term of the Agreement for the purposes set forth herein an amount less than agreed, the total **County** payment herein shall be reduced to the amount of approved actual **Contractor** expenditures made for such purposes, and that the total amount to be paid by the **County** during the contract term shall not exceed approved actual net expenditures or the Total Cost of the Agreement on the cover page and in the Budget, whichever is less.

(h) **Salaries**

Salary reimbursement shall be **exclusive of and separate from** employee share of withholding taxes. Withholding taxes are reimbursable only upon proof of deposit or payment to the Federal State governments.

(i) **Actual Fringe Benefit Costs**

Fringe benefits claims should be based on actual costs. However if the **Contractor** pays some or all fringe benefits on a quarterly, semiannual or annual or basis, it may make monthly claims for such fringe benefits based on an estimated percentage of each eligible individual's salary, except that the claim submitted for the last month of each Budget Period must include an adjustment for fringe benefit expense changing it from estimated to actual cost, or the **Contractor** may include such adjustment in its supplementary claim submitted not more than fifty (50) days after the end of the Budget Period. If such adjustment is not submitted with the claim for the last month of the Budget Period, **Aging** may place such claim in reserve pending receipt and audit of the fringe benefit adjustment claim. The **County** may recoup any overpayment from any subse-

quent claim, or the **Contractor** shall promptly repay to the **County** any overpayment on demand. Furthermore, the **Contractor** agrees that all payments received by the **Contractor** for all items, including employee benefits, under this Agreement, are subject to adjustment as finally determined by post-audit, as more particularly provided in the paragraph below headed, "Financial Statements and Audit Requirements", and that no indirect or overhead charges or any interest costs are to be included, unless specifically included in the Budget.

(j) **Travel Costs**

The **Contractor** agrees that reimbursement for travel and conference costs will not exceed amounts allowed **County** employees.

(k) **Contractors 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 the exercise of that right, promulgate reasonable regulations involving position control which shall, when promulgated, be deemed to be incorporated by reference in and be made part of this Agreement. Paragraph 7 of this Exhibit A2 establishes the current procedure for approval of such staff and may be modified in the event of notification under a **County** budget deficiency plan as provided below.

(l) **Salary Increases**

No salary, wage or other compensation for services shall be increased over the amount stated in the Budget without the prior written approval of the **County**.

(m) **Budget Deficiency Plan**

The **County** has imposed and may impose a budget deficiency plan(s). Upon written notification from **Aging**, the **Contractor** shall comply with the same restrictions as are imposed upon **Aging**, 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.

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

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

3. Financial Statements and Audit Requirements

(a) Notwithstanding any other reporting or certification requirements of Federal, State or local authorities, the Contractor shall obtain the services of an independent licensed public accountant or certified public accountant (the "Auditor") to audit its financial statements for each Contractor fiscal year in which the Contractor has received, or will receive, \$500,000 or more from the County, whether under this Agreement or otherwise, and shall submit a report on the overall financial condition and operations of the Contractor, including a balance sheet and statement of income and expenses, attested by the Auditor as fairly and accurately reflecting the accounting records of the Contractor in accordance with generally accepted accounting principles. The Contractor is encouraged to solicit requests for proposals (RFPs) from a number of qualified accounting firms and to review carefully the costs of, and qualifications for, this type of work before selecting the Auditor.

(b) The Auditor should be required to meet the following minimum requirements:

- (i) a current license issued by the New York State Education Department;
- (ii) sufficient auditing experience in the nonprofit, governmental or profit-making areas, as applicable; and
- (iii) a satisfactory peer review issued within not more than three years prior to the date when the Auditor was selected to conduct the audit.

(c) The audit must be conducted in accordance with generally accepted governmental auditing standards (GAGAS). Financial statements must clearly differentiate between County-funded programs and other programs that the Contractor may be operating. The use of subsidiary schedules should be encouraged for this purpose. The Auditor must also prepare a management letter based on the audit.

(d) Furthermore, if the Contractor is a non-profit organization or unit of local government and expends \$500,000 or more of Federal monies, whether as a recipient expending awards received directly from Federal awarding agencies, or as a subrecipient expending Federal awards received from a pass-through entity, such as New York State or Suffolk County, during any fiscal period within which it receives funding under this Agreement ("fiscal year"), the audit must be conducted, and the audit report ("Single Audit Report") must be, in accordance with OMB Circular No. A-133 (revised June 24, 1997). Single Audit Reports must also be submitted to the designated clearinghouse, cognizant agency and/or pass-through entity, to the extent required by the OMB Circular just referred to.

(e) The Contractor must submit a statement in writing, certified by its chief financial officer, which states the amount of Federal funding expended by the Contractor during such fiscal year. The Contractor must mail or deliver the certified statement to Aging and to Elizabeth Tesoriero, Executive Director of Auditing Services, Suffolk County Department of Audit and Control, H. Lee Dennison Building, 100 Veterans Memorial Highway, P. O. Box 6100, Hauppauge, New York 11788-0099, as soon as possible after the end of the Contractor's fiscal year. The statement should include ALL Federal funding received directly from the Federal government and ALL Federal funds passed through from the County and other pass-through entities

(f) Copies of all financial statements, management letters, Single Audit Reports (if applicable) and other audit reports, if required, must be transmitted to Aging and to Ms. Tesoriero at the address just set forth. The reports must be submitted within thirty (30) days after completion

of the audit, but in no event later than nine (9) months after the end of the Contractor's fiscal period to which the audit relates.

(g) These requirements do not preclude Aging or the Suffolk County Comptroller or their authorized representatives or Federal or State auditors from auditing the records of the Contractor. Therefore, the records of the Contractor must be made available to authorized representatives of Federal, State or County government for that purpose.

(h) All payments made under this Agreement are subject to audit by the Suffolk County Comptroller pursuant to Article V of the Suffolk County Charter. If the Contractor fails to cooperate with an audit by the Comptroller, the County shall have the right to suspend or partially withhold payments under this Agreement or under any other agreement between the parties until such cooperation is forthcoming. If such an audit discloses overpayments by the County to the Contractor, within thirty (30) days after the issuance of an official audit report by the Comptroller or his duly designated representatives, the Contractor shall repay the amount of such overpayment by check to the order of the Suffolk County Treasurer or shall submit a proposed plan of repayment to the Comptroller. If there is no response or if satisfactory repayments are not made, the County may recoup overpayments from any amounts due or becoming due to the Contractor from the County under this Agreement or otherwise.

(i) The provisions of this paragraph shall survive the expiration or termination of the Agreement.

4. Furniture, Fixtures, Equipment, etc.

(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 five hundred dollars (\$500.00) 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 of the general practices that are designed to obtain furniture, fixtures, equipment, materials or supplies at the most reasonable price or cost possible. The County reserves the right to purchase or obtain for the Contractor furniture, fixtures, equipment, materials or supplies which shall be in accordance with the programmatic needs 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. Title to any such items purchased or otherwise obtained by the County for the Program and entrusted to the Contractor shall remain in the County, and the Contractor shall attach labels indicating the County's ownership if the County has not done so.

(c) Proprietary 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 pursuant to the terms of this Agreement or any prior agreement. Upon the ter-

mination 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, 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 shall 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 denitrifying labels on all furniture, removable fixtures and equipment indicating the proprietary 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.

5. Lease or Rental Agreements

If lease payments or rental costs are included in the Budget as an item of expense reimbursable by the County, the Contractor agrees to submit to Aging, on request, any lease and/or rental agreement that the Contractor has entered into for space, furniture, fixtures or equipment for the program and, in advance, any such new or renewal lease or agreement during the term of this Agreement, accompanied (in the case of a lease of space) by a detailed layout of the premises, which indicates the space that is to be occupied by the County-funded program.

6. Loan Approval

The Contractor agrees that, in the event that the County provides funding (under this Agreement and otherwise) exceeding in the aggregate 20 percent of the Contractor's total funding for all of its operations from all sources, then the Contractor must secure the prior approval of the County for any loan in excess of \$5,000.00.

7. Contractor's Staff

(a) The Contractor, at its own expense, agrees to furnish to Aging resumes of all personnel to be hired for the program referred to in this Agreement, prior to their being hired. Resumes shall include, but not be limited to:

- (i) Previous job titles(s) of the individual employee and the length of employment under each title; and/or
- (ii) Previous experience and length of previous experience with a task or tasks similar or equal to the program.

(b) The Contractor agrees to furnish to the County letter(s) regarding all personnel to be hired for the program. The letter(s) shall include, but not be limited to:

- (i) The specific tasks to be performed by the individual employees during the course of the program;
- (ii) Salaries and hours to be worked by the individual employees during the course of the program.

(c) The County reserves the right to approve principal program personnel proposed by the Contractor at the time of entering into this Agreement. Reasons for the County not approving said personnel shall be for lack of qualification or lack of demonstration by the Contractor that said proposed personnel will not have a deleterious effect on the proper and efficient operation of the program.

SEE ALSO PARAGRAPH 1(k) OF THIS EXHIBIT A2.

8. Statement of Other Contracts

The Contractor has attached, and in the event of any change, will attach to any extension agreement/amendment of this Agreement, a Statement of Other Contracts in the form annexed to this Agreement. The Contractor represents and warrants that any such Statement of Other Contracts is and will be a complete list of all other contracts (i) which are currently in effect or (ii) which have expired within the past 12 months and have not been renewed, and under which funds have been, are being or will be received by the Contractor from any department or agency of the County, the United States of America, the State of New York or other municipalities or organizations.

End of Text of Exhibit A2

Exhibit B

Program Specifications for the Residential Repair Program

1. Goals of Program

The intended outcome of the Residential Repair program is to provide persons aged sixty or over, who are in need, with repair and renovation to include minor repairs to upgrade substandard, unsuitable or unsafe housing, including but not limited to handicapped modifications or crime prevention modifications. The Residential Repair program provides labor and clients pay for supplies and materials.

2. General

In general, but without limitation, the **Contractor** shall be required to meet the criteria listed below:

Eligible persons are those age sixty and over who are incapable of maintaining their homes because of illness, incapacity, or handicap or absence of a caretaker relative. Priority must be given to servicing those elderly who are disabled/frail, low income, minority, or isolated as identified by the State as the target population. Persons eligible for or receiving the same or a similar service under another government-funded program are not eligible for this service. However, determination of eligibility must be done on an individual basis recognizing specific circumstances as they pertain to the person's need.

- a. One unit of service is equal to one hour of residential repair/renovation service.
- b. Each potential recipient of the service must be assessed for need prior to the service being delivered.
- c. The **Contractor** may not impose a means test of eligibility. No income or asset information may be used to determine eligibility for service notwithstanding any other provisions of this Agreement.
- d. The **Contractor** has the obligation to inform each recipient of the service of the opportunity to make a free, willing and anonymous contribution toward the cost of the service. Service may not be denied, however, if a person is unable or unwilling to make a contribution. The **Contractor** must maintain an audit trail of all incoming contributions and make monthly reports of any contributions received. All contributions must be used to enhance services. All printed materials used for the program must include the sources of funding for the program and must include the following information as provided in 84-PI-6:

Contributions to this (these) service(s) are free and voluntary. Any contribution you wish to make will be used to expand the program and will be greatly appreciated.

Each recipient of service must be informed in writing of the opportunity to contribute upon completion of the repair/renovation.

- e. Aging has the right to review and approve Contractor's staff applicable to the program specified in this Agreement.

3. Targeting And Outreach

The Contractor agrees to give preference in providing services to older individuals with the greatest economic or social needs with particular attention to low-income minority individuals, (42 U.S.C. §3025 (a) (1) (E)). The term "greatest economic need" is defined as the need resulting from an income at or below the poverty levels as established by the Office of Management and Budget. The term "greatest social need" refers to the need caused by non-economic factors which include physical and mental abilities, language barriers, and cultural, social or geographical isolation including that caused by racial or ethnic status which restricts an individual's ability to perform normal daily tasks or which threatens such individual's capacity to live independently. (42 U.S.C. §302(21)).

The following four target groups have been identified as having the greatest economic and social needs: minorities, low income, frail and vulnerable.

In order to comply with Targeting requirements, the Contractor agrees to employ specific outreach strategies which may include, but are not limited to, locating target populations using Census or other resource data, distributing translated printed materials, location of services in catchment areas for targeted populations, publicity to community-based groups, and utilizing minority staff/volunteers.

Successful targeting is demonstrated when the Contractor serves the target population in substantially higher percentages than their representation in the general elderly population of the service area.

4. Coordination

The Contractor agrees to coordinate the delivery of services with other providers and organizations to provide the most suitable outcomes and minimize possible duplication of effort. In order to accomplish this, the Contractor will undertake activities such as but not limited to participation in inter-agency meetings, coordination of referrals and follow-ups with other local service providers, entering into agreements with other organizations for joint efforts and/or funding, centralized assessment and maintaining up-to-date resource materials both within and outside the Contractor's organization.

5. Reporting Requirements

A. The Contractor must at a minimum determine and maintain the following specific type of demographic information for each individual receiving services:

- Name.
- Sex.
- Age.
- Disabled/Frail.

Disabled - Any person who has a physical or mental impairment which substantially limits one or more major life activities, has a record of such

impairment, or is regarded as having such an impairment. This includes alcoholism and drug addiction.

Frail - A person with one or more functional deficits in the following areas: physical functions; mental functions; activities of daily living (ADL) (eating, bed/chair transfer, dressing, bathing, toileting and continence); instrumental activities of daily living (IADL) (meal preparation, housekeeping, shopping, medications, telephone, travel and money management).

- Live Alone.
- Rural
- Low Income - The need resulting from an income level at or below the poverty threshold, as established by the Bureau of the Census as follows:

<u>Size of Family Unit</u>	<u>Poverty Threshold</u>
1	\$9,310/year
2	\$12,490/year

- Minority - Those individuals belonging to one of the following groups: Native American /Alaskan Native, Asian, Native Hawaiian/Pacific Islander, Black, and Hispanic.
- Low Income Minority - those minority persons whose income is at or below the poverty threshold.

B. The **Contractor** shall submit monthly reports covering program activity and expenses, containing at least but not limited to the above, to be submitted to **Aging** by the tenth day of the month following the period being reported, and any other reports as required by **Aging**. Such reports must be on a form specified by **Aging** and shall comply with all procedures required by **Aging** for the proper payment of vouchers and audits.

6. Grievance Procedures

In accordance with §306 (a) (6) (P) of the Older Americans Act, as amended (OAA), **Aging** has established a process for resolving complaints from older persons who are dissatisfied with or denied services funded under Title III of the Act. The **Contractor** shall comply with the requirements of the Grievance Procedures as set forth in Exhibit D – Grievance Procedures.

7. Promotions and Advertisements

It is the responsibility of the **Contractor** to provide publicity for the program and to have an identifying logo in equal sized lettering on any printed materials and on all brochures, flyers, and advertisements (including without limitation television graphics), and on Program vehicles, as follows:

Funding Provided by the Suffolk County Office for the Aging
and the
U.S. Department of Health and Human Services
through the
New York State Office for the Aging

Any announcements of the Program on radio or television must identify funding in the same manner.

8. Administration

Overall administration of this program will be the responsibility of the **Contractor**. The **Contractor** or its designee will insure proper implementation and direction of the program, act as liaison between **Aging** and the actual recipients of service and insure accuracy and timeliness of submission of all reporting forms and expenditures.

Program Staff shall attend meetings and training as requested by **Aging**.

9. Monitoring

a. Financial Transactions

Aging's staff and staff of the New York State Office for the Aging may examine or review evidence regarding the existence, timing and classification of financial transactions that are charged to the program for reimbursement. To obtain this evidence, such staff may examine documentary evidence, including financial statements, financial reports, etc., and original records. Such staff may make physical verification by actually observing or counting certain assets (e.g., cash, equipment and supplies) to establish their physical existence.

b. Program

The **Contractor** agrees to permit **Aging's** staff and staff of the New York State Office for the Aging to review program records and to monitor training, supervision and services at any time.

– END OF TEXT OF EXHIBIT B –

Exhibit C

BUDGET

Town of Riverhead IIIB Residential Repair Program

January 1, 2005 - December 31, 2005

<u>PERSONNEL</u>	<u>\$25,370</u>
Various Workers	25,370
<u>FRINGE BENEFITS</u>	<u>1,880</u>
<u>TRAVEL</u>	<u>300</u>
Gas & Oil	300
<u>TOTAL</u>	<u>\$27,550</u>
Less Anticipated Income	(500)
<u>NET REIMBURSABLE</u>	<u>\$27,050</u>

Exhibit D

Grievance Procedures

1. Purpose

In accordance with §306 (a) (6) (P) of the Older Americans Act, as amended (OAA), the Suffolk County Office for the Aging has established a process for resolving complaints from older persons who are dissatisfied with or denied services funded under Title III of the Act.

2. Notifying Participants of the Right to File a Grievance

(a) The Contractor shall inform all participants in the program of the right to file a grievance. A summary of the procedures, including a statement that assistance to file shall be provided to older persons, must be prominently posted at service delivery sites or offices at which participants and service applicants apply for services. Summaries must be in a format approved by Aging and shall also be written in languages other than English where required to serve the client/applicant population. Service participants shall be informed of the grievance procedures through written and verbal statements provided to them upon assessment and/or reassessment for services.

(b) A participant or applicant who is denied Title III services by the Contractor and the Aging program monitor must be given the reasons for the denial. The denial shall be confirmed in writing and the applicant informed of the right to file a grievance and to whom the grievance shall be addressed. For services which are applied for by telephone or verbally, in person, the client may be told of the right to file a grievance verbally.

3. Grievance Process

(a) Filing of grievances must follow the following process:

- i. Participants must submit their grievances in writing to Aging's Program Administrator.
- ii. The grievance should be filed within thirty (30) days of denial, reduction or termination of services, or of the event or circumstances with which the participant is dissatisfied. Aging's Program Administrator may grant an extension for good cause shown.
- iii. The grievance should be filed on the form approved by Aging, which shall include a written statement setting forth in detail the date, time and circumstances that are the basis of the complaint.

(b) Investigation and Response to Grievance:

- i. The designated reviewer who performs the initial review shall investigate the grievance, including, as appropriate, meeting with the grievant and other persons involved in the action(s) complained of or in the denial of services.
- ii. The reviewer shall review all pertinent facts and/or documents, and shall determine whether the agency action was made in accordance with lawful procedures (that is, consistent with applicable OAA and or State laws, regulations and policies) and supported by the facts.

- iii. The designated reviewer shall prepare and send a written response to the grievant and to **Aging's** Director within fifteen (15) days after the grievance is filed. The response shall set forth the circumstances relating to the grievance, the action requested by the grievant, the findings of the reviewer, a proposed remedial action, if any, and reason(s) for and facts relied on in the determination.
- (c) Appeal of Initial Response/Decision
- i. The grievant may initiate a request for subsequent review by **Aging's** Director within twenty (20) calendar days following receipt of notification by the Program Administrator of the decision.
 - ii. **Aging's** Director shall request copies of the initial file on the complaint in question. **Aging's** Director will review the materials to ensure that pertinent policies and procedures have been applied and followed. If appropriate, **Aging's** Director or his/her designee will meet with the older person to allow the grievant an opportunity to present information about the grievance.
 - iii. If the policies and procedures have been adhered to, **Aging's** Director will not overturn the decision of the Program Administrator. If proper policies and procedures have not been applied, **Aging** reserves the right to overturn the decision. The subsequent review shall be completed within forty-five (45) days of receipt of the request by the older individual and the grievant will be notified in writing of the result of the subsequent review.

4. Record Keeping

Aging shall keep the records of the grievance and its handling for six years following the conclusion of the calendar year of the occurrence. The file shall contain, at a minimum, but not limited to the initial grievance, any investigative reports; any written response submitted by **Aging** or the service provider aging; any documents or other records submitted by any party; the written Initial Response of the agency, and, if applicable, the notice to the grievant of the right to an appeal.

5. Confidentiality

No information, documents or other records relating to a grievance shall be disclosed by program staff or volunteers in a form that identifies the grievant without the written informed consent of the grievant, unless the disclosure is required by court order or for program monitoring by authorized agencies.

— End of Text —

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 Town of Riverhead
Address 200 Howell Avenue
City and State Riverhead, New York Zip Code 11901
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 SUFFOLK ss.:

On the 8th day of June in the year 2005 before me, the undersigned, personally appeared Philip Cardinale 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.

Joanne Fagan
 (signature and office of individual taking acknowledgement)

Joanne Fagan
 Notary Public, Suffolk
 County, NY #01FA4991777
 Commission Exp. 2-10-06

UNIFORM CERTIFICATE OF ACKNOWLEDGEMENT

(Without New York State)

STATE OF _____)

)ss.:

COUNTY OF _____)

On the _____ day of _____ in the year 20__ 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, and that such individual(s) made such appearance before the undersigned in _____

(Insert the city or other political subdivision and the state or country or other place the acknowledgement was taken)

(signature and office of individual taking acknowledgement)

Certification Regarding Lobbying

For Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

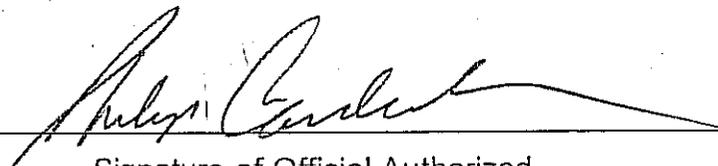
(1) No State or Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence legislation or appropriation actions pending before local, State and Federal executive and/or legislative bodies in connection with the awarding of any contract, the making of any grant, the making of any loan, the entering of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any contract, grant loan, or cooperative agreement.

(2) If any funds other than State or Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence legislation or appropriation actions pending before local, State and Federal executive and/or legislative bodies in connection with this contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Failure to file the required certification shall be subject to civil penalty by the Federal government of not less than \$10,000 and not more than \$100,000 for each such failure.

By:



Signature of Official Authorized
To Sign Application

Date: 6/8/05

For:

Name of Grantee

STATEMENT OF OTHER CONTRACTS

CONTRACTOR NAME Town of Riverhead
 ADDRESS 200 Howell Ave. Riverhead, N.Y. 11901
 CONTACT Judy Doll PHONE NUMBER 722-4444-X241

PROGRAM	AGREEMENT NUMBER	CONTRACT WITH	TERM OF AGREEMENT	AMOUNT
EISEP/ ^{Housekeep} _{char. Program}		SCOPA	4/1/05-3/31/06	267,105
CSE		SCOPA	4/1/05-3/31/06	20,459
SNAP		SCOPA	4/1/05-3/31/06	195,963

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

Adopted

June 21, 2005

TOWN OF RIVERHEAD

Resolution # 588

**TYPES ACTION AND DETERMINES ENVIRONMENTAL
SIGNIFICANCE – SPECIAL USE PERMIT PETITION OF THE CAPTAIN
HAWKINS HOUSE**

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

WHEREAS, the Riverhead Town Board is in receipt of a special permit petition from Jeffrey Hallock, member of Jamesport Realty LLC pursuant to Section 108-282 B(2) and Article XXVIA of the Riverhead Town Code, to convert an existing residence into a five room, 30 seat country inn and restaurant which will occupy the site with a second existing dwelling on a 2.9 acre parcel zoned Rural Corridor (RLC); such property more particularly described as SCTM 0600-69-2-10, 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 unnecessary, and

WHEREAS, by resolution dated May 17, 2005, the Riverhead Town Board did declare itself to be the lead agency on the action and did refer the petition to the Riverhead Planning Board for its report and recommendation, and

WHEREAS, by resolution dated June 16, 2005, the Riverhead Planning Board did recommend to the Town Board that the subject special use permit be considered an Unlisted action and that an environmental impact statement need not be prepared, and

WHEREAS, the applicant is in need of a SEQRA resolution at this time in order to secure Suffolk County Department of Health Services sanitary permits, and

WHEREAS, the Town Board has carefully considered the merits of the subject special permit petition, the SEQRA record created to date, the report of the Planning Board, as well as all other relevant planning, zoning and environmental information, now

THEREFORE, BE IT

RESOLVED, that as lead agency, the Riverhead Town Board hereby determines the subject action to be Unlisted pursuant to 6NYCRR Part 617 and further determines the action not to have significant adverse impacts upon either the natural or social environmental and that an environmental impact statement need not be prepared, and

BE IT FURTHER

RESOLVED, that the aforementioned determination of non-significance relates to an action involving the construction of a country inn and restaurant with a maximum of 30 seats, and

BE IT FURTHER

RESOLVED, that copies of this resolution be forwarded to the Planning Department, Town Attorney and Jeff Hallock as agent for the Captain Hawkins House special permit.

Rh/planning

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

June 21st, 2005

TOWN OF RIVERHEAD

Tabled

RESOLUTION # 589

APPROVES SITE PLAN OF SUNKEN POND ESTATES, INC.
MODIFY EXISTING DRIVEWAY ALIGNMENT

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

WHEREAS, by Resolution #1237, adopted on December 30th, 1999 by the Riverhead Town Board, the Riverhead Town Board did approve the site plan of Sunken Pond Estates, for the construction of condominiums upon real property, located at Middle Road, Riverhead, New York known and designated as Suffolk Tax Map Number 0600-82-3-1.16; and

WHEREAS, Sunken Pond Estates has requested that a modification of said site plan approval be approved by the Riverhead Town Board in order to modify their existing driveway alignment; and

WHEREAS, the Planning Department has reviewed the site plan dated March 9th, 2005, as prepared by Young and Young and has recommended that the Town Board grant such amendment; and

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

WHEREAS, the site plan fee, as required by Section 108-131 B (3) of the Code of the Town of Riverhead has been received and deposited as per Check Number 2005-8234 of the Office of the Financial Administrator.

NOW, THEREFORE BE IT

RESOLVED, the Town Board of Riverhead does hereby approve the site plan amendment of Sunken Pond Estates, Inc., as prepared by Young and Young, L.S., dated March 9th, 2005.

BE IT FURTHER

RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to Sunken Pond Estates, Inc., attn: Brian Fullerton, PO Box 1442, Riverhead, New York 11901, the Riverhead Planning Department, Building Department, Town Engineer, Assessors' Office and the Office of the Town Attorney.

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

Tabled

June 21, 2005

TOWN OF RIVERHEAD

Adopted

Resolution # 590

SETS FILING FEES FOR CERTIFICATES OF ABANDONMENT FOR ROADS AND LOTS

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

WHEREAS, certain residents of the Town of Riverhead desire to file applications with the Board of Assessors seeking to abandon specific roads and lots pursuant to New York State Real Property Law Section 335; and

WHEREAS, the Office of the Town Attorney in conjunction with the Board of Assessors have promulgated the attached procedures for applying for Certificates of Abandonment pursuant to New York State Real Property Law Section 335; and

WHEREAS, said procedures require the review and input of the Highway Department, the Planning Department, the Board of Assessors, the Engineering Department and the Office of the Town Attorney; and

WHEREAS, the benefits of a Certificate of Abandonment are specific to the property owner applying for the abandonment and therefore, the costs of processing said Certificates should be borne by the applicant.

NOW THEREFORE BE IT RESOLVED, the Town Board shall adopt the attached "Instructions for Filing Certificate of Abandonment" along with the related attached documentation as the official policy for filing for certificates of abandonment in the Town of Riverhead pursuant to New York State Real Property Law Section 335 subject only to minor technical changes necessary to keep the official policy in compliance with New York State Law; and

BE IT FURTHER RESOLVED, that the Town Board sets the filing fee for Certificates of Abandonment at five hundred dollars (\$500.00) to cover the review and processing costs of the Certificates of Abandonment ; 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 Office of the Supervisor; the Office of the Town Attorney; Office of the Town Engineer; Board of Assessors; Highway Department; the Planning Department and the Accounting 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

TA/SMW

TOWN OF RIVERHEAD

Instructions for filing Certificate of Abandonment

The following documents are required to be submitted:

- 1.) A filing fee of \$500.00 (payable to "Town of Riverhead") MUST be submitted with any abandonment package. Same should be mailed or hand delivered to: Town of Riverhead, Assessor's Office, 200 Howell Avenue, Riverhead, New York 11901 Attn: Abandonments. All questions should be directed to the Office of the Town Attorney (631)727-3200.
- 2.) Six (6) copies of **Certificate of Abandonment** must be submitted (three must have original signatures) each to be fully acknowledged by the Petitioner(s), (Petitioners to include all adjoining owners having an interest in the property). Each signature must be notarized. Certificates must follow Real Property Law Section 335, Section 3, and include a hold harmless and indemnity clause. All Certificates must be fully completed and may be submitted throughout the year.
- 3.) Three (3) copies of **Abstract of Title** (one must be an original) from a Title Company doing business in Suffolk County (Abstract Company title reports shall only be accepted with an authorization letter from the underwriting Title Company indicating that the Abstract Company is an authorized agent) clearly indicating the following: all property on filed map owned by the Petitioner(s); an up-to-date tax search certifying that all real property taxes for the last twenty (20) years, up to and including the end of the current year, have been paid in full; that there are no unpaid tax liens against the property to be abandoned; and a judgment, lien and bankruptcy search run on all Petitioners. The report must also state that the property may be abandoned by the applicants and must be certified to the Town of Riverhead and Suffolk County, and that the company's liability shall be a minimum of TWENTY-FIVE THOUSAND (\$25,000) DOLLARS.
- 4.) Six (6) original copies of a survey of plan (**Abandonment Map**) prepared by a licensed surveyor and certified by him/her to the Town of Riverhead, at a scale of not less than 1" equals 100', defining the property to be abandoned and showing all out parcel owners (names and addresses) within a radius of 500' from the property to be abandoned, or to an open municipal highway, whichever is less, must be submitted. Property to be abandoned must be shown by a heavy outline with a metes and bounds description (and tie distance to nearest open street) and be shaded. Also, all lots and lot lines to be abandoned must be shown on the map, as must the total area of the parcel being abandoned.
- 5.) Three (3) **certified copies** of the **filed map** from the County Clerk, or at least the section of the filed map wherein the property to be abandoned lies. If any partial abandonments have been previously made on said filed map, said abandonments must be shown clearly indicating all lots and roads previously abandoned, together with recording data.
- 6.) If the abandoned parcel is to be replaced with a **new proposed map** to be filed, submit four (4) copies of the proposed map clearly showing the position of all out parcels on the new map.

REQUIRED INFORMATION FOR ABANDONMENT CERTIFICATE

CERTIFICATE MUST STATE:

1. Name and address of owners.
2. This affidavit is for the abandonment of lots (name lots) and/or roads (name roads) pursuant to Real Property Law of State of New York, section 335(3).
3. Subdivision location: Hamlet, Township, County, State and full name of subdivision, file#, section, recording date as filed and certified in Suffolk County Clerk's Office.
4. More than 20 years has elapsed since map was filed.
5. Above named (as stated in Para. #1) are the owners of lots to be abandoned or own the land which abuts the portions of roads to be abandoned.
6. The tract of land to be abandoned and canceled is situated in the Hamlet of...Township of...County of... and State of... and is described in Schedule "A" (on a separate page).
7. If roads are involved, list roads/streets to be abandoned on above map (Para. #3) and state that adjacent owners wish to have them abandoned.
8. Consent to abandonment of streets, lots or portions thereof (which have neither been opened, nor public highways, not used by the public, nor necessary for use of owners, occupants or any person having an interest in the subdivision) has been duly executed and acknowledged by owners who may have use of said property about to be abandoned and is attached to said document which will be recorded at the Suffolk County Clerk's Office.
9. Upon approval of the Board of Assessors of the Town of Riverhead and after recording of this document, the above owners will still own the property, which underlies lots named, as a single tract of land for each owner and the streets will be divided at their center point to become part of the adjacent owner's property.
10. Undersigned agrees to indemnify and hold the Town of Riverhead harmless against any and all claims made by reason of this abandonment.
11. Endorsed herein is the approval of the Board of Assessors of the Town of Riverhead, Suffolk County, New York. [Town will supply this document]
12. If roads or part of a road are included, also endorsed herein is the approval of the Superintendent of Highways of the Town of Riverhead, Suffolk County, New York. [Town will supply this document]
13. Submitted herewith is an abstract of title from "... Title Company for the above named property and owners, covering a period of at least 20 years past stating there are no unpaid tax liens or liens other than noted against said property described in Schedule "A" or land abutting said roads about to be abandoned.

TAX CERTIFICATION

_____ Title Insurance Company hereby certifies that it has caused a tax search to be made of the record of the Suffolk County Treasurer's Office and the Receiver of Taxes for the Town of Riverhead and find no unpaid taxes or unredeemed tax sales covering the years _____ and that taxes have been paid in full and for twenty years prior, inclusive, against the premises set forth on the description page.

_____ Title Insurance Company

By: _____
Title Officer

Title Number:

Dated:

Redated:

Dear: _____

Date: _____

In order to expedite the abandonment, _____ for: _____ it will be necessary to correct the following as noted below:

CORRECTIONS NEEDED FOR ITEMS MARKED "X":

ABANDONMENT MAP:

- _____ Certified to Town of Riverhead
- _____ Labeled "Abandonment Map"
- _____ Metes and bounds description
- _____ Tie distance to nearest open street corner
- _____ Roads labeled (name and stated whether open or closed)
- _____ Owner indicated
- _____ Filed map lot lines and numbers shown, at least where properties abut road
- _____ Filed map name, number and recording date written on abandonment map
- _____ Other: _____

CERTIFICATE:

- _____ Indicate map title, file# and date as certified by Suffolk County Clerk (As on abandonment map)
- _____ Correct description, as in Title
- _____ Signatures acknowledged and notarized
- _____ Hold Harmless and indemnify clause
- _____ Basic form incorrect
- _____ Easement or Quitclaim deed needed
- _____ All involved owners signed in
- _____ Mortgage Agreement
- _____ Other: _____

TITLE REPORT:

- _____ Indicate map title, number and recording date (As on Abandonment map)
- _____ Correct description _____
- _____ Use only filed map name and lot # when referring to ownership (sec., blk., lot only as reference)
- _____ Liability of \$25,000
- _____ Certified to Town of Riverhead and County of Suffolk
- _____ Dated and original signature
- _____ Taxes stated paid in full and for last 20 years
- _____ Chain of title
- _____ Licensed Title Company or agent for Title Company
- _____ Lien Search
- _____ Other: _____

APPROVALS STILL NEEDED FROM THE FOLLOWING: ___ PLANNING DEPT. ___ LEGAL DEPT. ___ HIGHWAY DEPT.

Please respond with corrections to: Town of Riverhead, Office of the Town Attorney, 200 Howell Avenue, Riverhead, NY 11901, (631) 727-3200

TB 6/21/05

Adopted

TOWN OF RIVERHEAD

RESOLUTION # 591
ADOPTED June 21, 2005

**AUTHORIZES the TOWN CLERK TO ADVERTISE FOR BIDS ON
4 TON PROPANE FIRED INFRARED ASPHALT STORAGE TRAILERS**

COUNCILMAN BARTUNEK

OFFERED THE FOLLOWING

RESOLUTION WHICH WAS SECONDED BY COUNCILMAN DENSIER

RESOLVED, that the Town Clerk of the Town of Riverhead be and is hereby authorized to advertise for sealed bids for **4 TON PROPANE FIRED INFRARED ASPHALT STORAGE TRAILERS** for the use of the Town of Riverhead Highway Department, AND BE IT,

RESOLVED, that the specifications and forms for bidding be prepared by the Superintendent of Highways, and all bids to be returnable up to 11:00 A.M. on JULY 11, 2005, AND BE IT FURTHER,

RESOLVED, that the Town Clerk of the Town of Riverhead be and is hereby authorized to open publicly and read aloud on JULY 11, 2005 at 11:00 A.M. at the Town Clerk's office, Town Hall, 200 Howell Avenue, Riverhead, New York, all sealed bids bearing the designation "**BID ON 4 TON PROPANE FIRED INFRARED ASPHALT STORAGE TRAILERS**".

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

NOTICE TO BIDDERS

Scaled bids for **"4 TON PROPANE FIRED INFRARED ASPHALT STORAGE TRAILERS"** for the use of the Riverhead Highway Department will be received by the Town Clerk of the Town of Riverhead at the Town Hall, 200 Howell Avenue, Riverhead, New York 11901 until **11:00 A.M. on JULY 11, 2005.**

Instructions for bidders, specifications and forms may be obtained at the office of the Town Clerk at the Town Hall Monday through Friday between the hours of 8:30 A.M. and 4:30 P.M.

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

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

All bids will be submitted in a sealed envelope bearing the designation **"BID on 4 TON PROPANE FIRED INFRARED ASPHALT STORAGE TRAILER"**.

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

Adopted

TB 6/21/05

TOWN OF RIVERHEAD

RESOLUTION #592
ADOPTED June 21, 2005

AUTHORIZES TOWN CLERK TO ADVERTISE FOR BIDS ON SALT AND SAND SPREADERS

COUNCILMAN DENSIESKI OFFERED THE FOLLOWING

RESOLUTION WHICH WAS SECONDED BY COUNCILWOMAN SANDERS

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

RESOLVED, that the specifications and forms for bidding be prepared by the Superintendent of Highways, and all bids to be returnable up to 11:05 A.M. on JULY 11, 2005, AND BE IT FURTHER,

RESOLVED, that the Town Clerk of the Town of Riverhead be and is hereby authorized to open publicly and read aloud on July 11, 2005 at 11:05 A.M. at the Town Clerk's office, Town Hall, 200 Howell Avenue, Riverhead, New York, all sealed bids bearing the designation "BID ON SALT AND SAND SPREADERS".

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

NOTICE TO BIDDERS

Scaled bids for "SALT AND SAND SPREADERS" for the use of the Riverhead Highway Department will be received by the Town Clerk of the Town of Riverhead at the Town Hall, 200 Howell Avenue, Riverhead, New York 11901 until 11:05 A.M. on JULY 11, 2005.

Instructions for bidders, specifications and forms may be obtained at the office of the Town Clerk at the Town Hall Monday through Friday between the hours of 8:30 A.M. and 4:30 P.M.

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

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

All bids will be submitted in a sealed envelope bearing the designation "BID SALT AND SAND SPREADERS".

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

6/21/05

Adopted

TOWN OF RIVERHEAD

Resolution # 593

AUTHORIZES TOWN CLERK TO PUBLISH AND POST PUBLIC NOTICE TO
CONSIDER A LOCAL LAW TO AMEND CHAPTER 108 ENTITLED, "ZONING" OF
THE RIVERHEAD TOWN CODE
(108-22 - Agriculture Protection Zoning Use District (APZ))

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

RESOLVED, the Town Clerk be and is hereby authorized to publish the attached public notice to consider a local law to amend Chapter 108 entitled, "Zoning" of the Riverhead Town Code once in the June 30, 2005 issue of the Traveler Watchman, 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 Riverhead Planning Department; the Riverhead Planning Board; the Riverhead Board of Appeals; the Riverhead Building Department and the Office of 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 6th day of July, 2005 at 7:50 o'clock p.m. to consider a local law to amend Chapter 108 entitled, "Zoning" of the Riverhead Town Code as follows:

**Chapter 108
Zoning**

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

§ 108-22. Uses.

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

A. Permitted uses.

- (1) Agricultural production, including but not limited to the following:
 - (a) Field crops, including corn, wheat, oats, rye, barley, hay, potatoes, and dry beans.
 - (b) Fruits, including apples, peaches, grapes, cherries and berries.
 - (c) Vegetables, including tomatoes, snap beans, cabbage, carrots, beets and onions.
 - (d) Horticultural specialties, including nursery stock, ornamental shrubs, ornamental trees and flowers.
 - (e) Livestock and livestock products, including cattle, sheep, hogs, goats, horses, poultry, farmed deer, farmed buffalo, fur-bearing animals, milk, eggs and furs.
 - (f) Christmas trees grown in a managed Christmas tree operation, whether dug for transplanting or cut from the stump.
 - (g) Commercial horse boarding operation.
- (2) Dwelling, one-family.
- (3) Attached single-family dwellings within a cluster subdivision.
- (4) Riding academy, corral or facilities for the training of horses, including but not limited to private polo chukkers.
- (5) Greenhouse, provided that the subject parcel is a minimum of five acres and further subject to site plan review.

Dated: Riverhead, New York
June 21, 2005

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

BARBARA GRATTAN, Town Clerk

* Underline represents addition(s)

6/21/05

TOWN OF RIVERHEAD

Resolution # 594

AUTHORIZES TOWN CLERK TO PUBLISH AND POST PUBLIC NOTICE TO
CONSIDER A LOCAL LAW TO AMEND CHAPTER 108 ENTITLED, "ZONING" OF
THE RIVERHEAD TOWN CODE
(108-12 - Residence B-40 (RB-40) Zoning Use District)

COUNCILWOMAN BLASS offered the following resolution, was seconded
by

COUNCILMAN DENSIESKI :

RESOLVED, the Town Clerk be and is hereby authorized to publish the attached public notice to consider a local law to amend Chapter 108 entitled, "Zoning" of the Riverhead Town Code once in the June 30, 2005 issue of the Traveler Watchman, 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 Riverhead Planning Department; the Riverhead Planning Board; the Riverhead Board of Appeals; the Riverhead Building Department and the Office of 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 6th day of July, 2005 at 7:30 o'clock p.m. to consider a local law to amend Chapter 108 entitled, "Zoning" of the Riverhead Town Code as follows:

**Chapter 108
Zoning**

**ARTICLE IV
Residence B-40 (RB-40) Zoning Use District**

§ 108-12. Uses.

In the RB-40 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 and specially permitted uses and their customary accessory uses:

- A. Permitted uses.
 - (1) Dwelling, one-family.
 - (2) Attached single-family dwelling units within a cluster subdivision.
 - (3) Parks and playgrounds, noncommercial.

Dated: Riverhead, New York
June 21, 2005

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

BARBARA GRATTAN, Town Clerk

* Underline represents addition(s)

6/21/05

Adopted

TOWN OF RIVERHEAD

Resolution # 595

AUTHORIZES TOWN CLERK TO PUBLISH AND POST PUBLIC NOTICE TO
CONSIDER A LOCAL LAW TO AMEND CHAPTER 108 ENTITLED, "ZONING" OF
THE RIVERHEAD TOWN CODE
(108-16 - Residence B-80 (RB-80) Zoning Use District)

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 Chapter 108 entitled, "Zoning" of the Riverhead Town Code once in the June 30, 2005 issue of the Traveler Watchman, 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 Riverhead Planning Department; the Riverhead Planning Board; the Riverhead Board of Appeals; the Riverhead Building Department and the Office of 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

6/21/05

Adopted

TOWN OF RIVERHEAD

Resolution # 596

AUTHORIZES TOWN CLERK TO PUBLISH AND POST PUBLIC NOTICE TO CONSIDER A LOCAL LAW TO AMEND CHAPTER 108 ENTITLED, "ZONING" OF THE RIVERHEAD TOWN CODE
(108-8 - Residence A-40 (RA-40) Zoning Use District)

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

RESOLVED, the Town Clerk be and is hereby authorized to publish the attached public notice to consider a local law to amend Chapter 108 entitled, "Zoning" of the Riverhead Town Code once in the June 30, 2005 issue of the Traveler Watchman, 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 Riverhead Planning Department; the Riverhead Planning Board; the Riverhead Board of Appeals; the Riverhead Building Department and the Office of the Town Attorney.

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

6/21/05

Adopted

TOWN OF RIVERHEAD

Resolution # 597

AUTHORIZES TOWN CLERK TO PUBLISH AND POST PUBLIC NOTICE TO
CONSIDER A LOCAL LAW TO AMEND CHAPTER 108 ENTITLED, "ZONING" OF
THE RIVERHEAD TOWN CODE
(108-20.2 - Residence A-80 (RA-80) Zoning Use District)

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

RESOLVED, the Town Clerk be and is hereby authorized to publish the attached public notice to consider a local law to amend Chapter 108 entitled, "Zoning" of the Riverhead Town Code once in the June 30, 2005 issue of the Traveler Watchman, 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 Riverhead Planning Department; the Riverhead Planning Board; the Riverhead Board of Appeals; the Riverhead Building Department and the Office of 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

6/21/05

TOWN OF RIVERHEAD

Resolution # 598

AUTHORIZES TOWN CLERK TO PUBLISH AND POST PUBLIC NOTICE TO CONSIDER A LOCAL LAW TO AMEND CHAPTER 108 ENTITLED, "ZONING" OF THE RIVERHEAD TOWN CODE (RESIDENCE DISTRICTS SCHEDULE OF DIMENSIONAL REGULATIONS)

COUNCILWOMAN SANDERS offered the following resolution, was seconded by

COUNCILMAN DENSIESKI :

RESOLVED, the Town Clerk be and is hereby authorized to publish the attached public notice to consider a local law to amend Chapter 108 entitled, "Zoning" of the Riverhead Town Code once in the June 30, 2005 issue of the Traveler-Watchman, 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 Riverhead Planning Department; the Riverhead Planning Board; the Riverhead Zoning Board of Appeals; the Riverhead Building Department and the Office of 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
§ ----- Residence Districts Schedule of Dimensional Regulations
Amended 6-22-2004 by L.L. No. ---2004

Zoning Use District	Minimum lot area (square feet)	Minimum lot width (feet)	Maximum impervious surface (%)	Maximum height of residential buildings (feet)	Minimum front yard depth (feet)	Minimum either side yard width (feet)	Minimum both side yards, total width (feet)	Minimum side yard abutting side street (feet)	Minimum rear yard depth (feet)
Agricultural Protection (APZ) 3	80,000	175	15	35	60	30	65	60	75
Residence A-80 (RA-80) 3	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) 3	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%) one hundred (100%) 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
June 21, 2005

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

BARBARA GRATTAN, Town Clerk

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

6/21/05

Adopted

TOWN OF RIVERHEAD

Resolution # 599

AUTHORIZES TOWN CLERK TO PUBLISH AND POST PUBLIC NOTICE TO CONSIDER A LOCAL LAW TO AMEND CHAPTER 108 ENTITLED, "ZONING" OF THE RIVERHEAD TOWN CODE (COMMERCIAL DISTRICTS SCHEDULE OF DIMENSIONAL REGULATIONS)

COUNCILWOMAN SANDERS

_____ offered the following resolution, was seconded by

COUNCILMAN DENSIESKI

RESOLVED, the Town Clerk be and is hereby authorized to publish the attached public notice to consider a local law to amend Chapter 108 entitled, "Zoning" of the Riverhead Town Code once in the June 30, 2005 issue of the Traveler-Watchman, 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 Riverhead Planning Department; the Riverhead Planning Board; the Riverhead Zoning Board of Appeals; the Riverhead Building Department and the 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 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 19th day of July, 2005 at 7:10 o'clock p.m. to consider a local law to amend Chapter 108 entitled, "Zoning" of the Riverhead Town Code (Commercial Districts Schedule of Dimensional Regulations) as follows:

Commercial Districts Schedule of Dimensional Regulations

Amended 10-5-2004, 10-21-2004, 10-21-2004, 11-3-2004, 11-16-2004 by L.L. Nos. -- 2004

Zoning Use District	Building lot coverage (footprint)				Floor area ratio (FAR)				Side yards, interior lots		Side yards, corner lots		
	Min. lot area (square feet)	Maximum without sewer (%)	Maximum with sewer (%)	Maximum Transfer of Develop. Rights (%)	Maximum height of buildings (feet)	Maximum without sewer	Maximum with sewer	Maximum with Transfer of Develop. Rights	Minimum front yard depth (feet)	Minimum depth for each facing side street (feet)	Minimum combined depth for 2 sides (feet)	Minimum depth for 2 rear yard sides (feet)	Minimum combined depth for 2 sides (feet)
Downtown Center 1: Main Street (DC-1)	5,000	50	80	100	100	60 (N1)(N2)	NA	4.00	5.00	0	0	0	NA
Downtown Center 2: Waterfront (DC-2)	5,000	50	NA	50	50	NA	1.25	NA	15	15	30	15	NA
Downtown Center 3: Office (DC-3)	5,000	50	NA	50	80	35	NA	1.50	NA	15 (N3)	10	20	10
Downtown Center 4: Office / Residential Transition (DC-4)	5,000	50	NA	35	60	35	NA	1.00	NA	15 (N3)	10	20	10
Downtown Center 5: Residential (DC-5)	5,000	50	NA	35	60	35	NA	0.70	NA	15 (N3)	10	20	10
Hamlet Center (HC)	5,000	50	35	35	60	35	0.50	NA	25	15	30	25	50
Village Center (VC)	5,000	50	80	NA	100	35	1.00	1.00	NA	0	0	10	20
Business Center (BC)	20,000	100	15	20	30	75	35 (N6)	0.15	0.20	0.60	50 (N4)	15	30
Shipping Center (SC)	40,000	200	15	20	30	75	35	0.15	0.20	0.30	50 (N4)	25	50
Destination Retail Center (DRC)	40,000	200	10	15	30	75	35 (N6)	0.10	0.20	0.60	50 (N5)	25	50
Commercial/Residential Campus (CRC) (N7)(N8) (S1)	40,000	200	20	25	NA	60	35	0.20	0.50	NA	30	15	30
Rural Corridor (RLC)	40,000	200	10	10	NA	25	35	0.10 (N9)	0.10	NA	50	25	50
Business CR	40,000	200	15	15	NA	75	35	0.20	0.20	NA	30	25	50
Tourism/Resort Campus (TRC)	80,000	200	8	NA	NA	25	35 (N10)	0.15	NA	NA	100	30	60
Industrial A (IA)	80,000	300	40	40	NA	70	30	0.40	0.40	NA	100	50	100
Manufacturers Outlet Center	120,000	200	10	20	30	75	35 (N6)	0.10	0.20	0.60	50 (N5)	25	50

NOTES:

- N1: Maximum height for unadorned uses shall be thirty-five (35) feet.
- N2: Not to exceed five (5) stories.
- N3: Front porches may extend up to five (5) feet into the front yard, provided that they are at least five (5) feet back from the front property line.
- N4: Thirty-five (35) feet of the front yard in the BC and SC Zoning Use District shall remain unoccupied as landscaped area with the exception of free-standing signs and access driveways.
- N5: Fifty (50) feet of the front yard in the DRC Zoning Use District shall remain unoccupied as landscaped area with the exception of free-standing signs and access driveways.
- N6: Preservation credits may be used to increase the height to fifty (50) feet.
- N7: The minimum floor area of a lot shall be 900 square feet.
- N8: Two-family residences shall require a lot of 40,000 square feet and shall employ the use of one (1) Preservation Credit for the second dwelling unit.
- N9: The Floor Area Ratio (FAR) for retail stores or shops shall be calculated utilizing the frontage along the major arterial highway to a depth of no more than 300 linear feet.
- N10: Not to exceed two (2) stories.
- N11: Residential density shall be calculated as units divided by lot area. A lot area with the capacity to meet the relevant floor area ratio, as calculated, from the reformation of one (1) transferred development right over additional lot area.

Commercial Districts Schedule of Dimensional Regulations
 Amended 10-5-2004, 10-12-2004, 10-21-2004, 11-3-2004, 11-16-2004 by L.L. Nos. - 2004

Zoning Use District	Building lot coverage (footprint)				Floor area ratio (FAR)				Side yards, interior lots				Side yards, corner lots		
	Min. lot area (square feet)	Min. width at front street (feet)	Maximum without sewer (%)	Maximum with sewer (%)	Maximum Transfer of Develop. Rights (%)	Maximum height of buildings (feet)	Maximum without sewer	Maximum with sewer	Maximum Transfer of Develop. Rights	Minimum front yard depth (feet)	Min. depth for each side (feet)	Min. combined depth for 2 sides (feet)	Min. combined depth for 2 sides (feet)	Min. combined depth for 2 sides (feet)	Minimum rear yard depth (feet)
Downtown Center 1: Main Street (DC-1)	5,000	50	NA	80	100	100	60 (N1)	NA	4.00	5.00	0	0	0	0	NA
Downtown Center 2: Waterfront (DC-2)	5,000	50	NA	35	NA	50	35	NA	1.25	NA	15	15	30	15	NA
Downtown Center 3: Office (DC-3)	5,000	50	NA	50	NA	80	35	NA	1.50	NA	15 (N3)	10	20	10	NA
Downtown Center 4: Office / Residential Transition (DC-4)	5,000	50	NA	35	NA	60	35	NA	1.00	NA	15 (N3)	10	20	10	NA
Downtown Center 5: Residential (DC-5)	5,000	50	NA	35	NA	60	35	NA	0.70	NA	15 (N3)	10	20	10	NA
Hamlet Center (HC)	5,000	50	35	35	NA	60	35	0.50	0.50	NA	25	15	30	25	50
Village Center (VC)	5,000	50	80	80	NA	100	35	1.00	1.00	NA	10	0	0	10	20
Business Center (BC)	20,000	100	15	20	30	75	35 (N6)	0.15	0.20	0.60	50 (N4)	15	30	25	40
Shopping Center (SC)	40,000	200	15	20	30	75	35	0.15	0.20	0.30	50 (N4)	25	50	25	50
Destination Retail Center (DRC) (N1)	40,000	200	10	15	30	75	35 (N6)	0.10	0.20	0.60	50 (N5)	25	50	25	50
Commercial/Residential Campus (CRC) (N7) (N8)	40,000	200	20	25	NA	60	35	0.20	0.50	NA	30	15	30	25	40
Rural Corridor (RLC)	40,000	200	10	10	NA	25	35	0.10 (N9)	0.10	NA	50	25	50	50	100
Business CR	40,000	200	15	15	NA	75	35	0.20	0.20	N11	30	25	50	30	60
Tourism/Resort Campus (TRC)	80,000	200	8	NA	NA	25	35 (N10)	0.15	NA	NA	100	30	60	100	NA
Industrial A (IA)	80,000	300	40	40	NA	70	30	0.40	0.40	NA	100	50	100	50	100
Manufacturers Outlet Center	120,000	200	10	20	30	75	35 (N6)	0.10	0.20	0.60	J (N5)	25	50	25	50

- NOTES:**
- N1: Maximum height for townhouse uses shall be thirty-five (35) feet.
 - N2: Not to exceed five (5) stories.
 - N3: Front porches may extend up to five (5) feet from the front yard, provided that they are at least five (5) feet back from the front property line.
 - N4: Thirty-five (35) feet of the front yard in the BC and SC Zoning Use District shall remain unoccupied as landscaped area with the exception of fire-standing signs and access driveway.
 - N5: Fifty (50) feet of the front yard in the DRC Zoning Use District shall remain unoccupied as landscaped area with the exception of fire-standing signs and access driveway.
 - N6: Preservation credits may be used to increase the height to fifty (50) feet.
 - N7: The minimum floor area of a townhouse shall be 900 square feet.
 - N8: Two-family residences shall require a lot of 40,000 square feet and shall employ the use of one (1) Preservation Credit for the second dwelling unit.
 - N9: The Floor Area Ratio (FAR) for retail stores or shops shall be calculated utilizing the footage along the major arterial highway to a depth of no more than 300 linear feet.
 - N10: Not to exceed two (2) stories.
 - N11: Residential credits shall be calculated at one (1) half the lot area with the exception to meet the relevant floor area ratio. Commercial credits shall be calculated at one (1) half the lot area with the exception to meet the relevant floor area ratio.

Dated: Riverhead, New York
June 21, 2005

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

BARBARA GRATTAN, Town Clerk

* Underline represents addition(s)

JUNE 21, 2005

Adopted

TOWN OF RIVERHEAD

AUTHORIZES TOWN CLERK TO PUBLISH AND POST
ANNUAL FINANCIAL REPORT SUMMARY
FOR THE YEAR ENDING 2004

RESOLUTION # 600

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

BE IT, RESOLVED, that the Town Clerk be and is hereby authorized to publish and post the Town of Riverhead Annual Financial Report Summary, as attached, for the year ending 2004.

THE VOTE

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

TOWN OF RIVERHEAD
SUMMARY OF ANNUAL FINANCIAL REPORT
FOR 2004

<u>FUND</u>	<u>1/1/2004</u> <u>FUND EQUITY</u> (both Reserved & Unreserved)	<u>REVENUES</u> & <u>OTHER</u> <u>SOURCES</u>	<u>EXPENDITURES</u> & <u>OTHER</u> <u>USES</u>	<u>12/31/2004</u> <u>FUND EQUITY</u> (both Reserved & Unreserved)
GOVERNMENTAL FUNDS:				
GENERAL FUND	\$ 7,275,288.00	\$ 29,737,198.00	\$ 28,427,248.00	\$ 8,585,238.00
COMMUNITY DEVELOPMENT	\$ 207,016.00	\$ 121,212.00	\$ 155,866.00	\$ 172,362.00
BUSINESS IMPR. DISTRICT	\$ 13,673.00	\$ 100,899.00	\$ 109,336.00	\$ 5,236.00
COMMUNITY PRESERVATION	\$ 513,675.00	\$ 6,135,349.00	\$ 5,234,271.00	\$ 1,414,753.00
PARK & REC FUND	\$ 987,891.00	\$ 1,409,797.00	\$ 586,950.00	\$ 1,810,738.00
EAST CRK FACILITY	\$ -	\$ 147,907.00	\$ 67,857.00	\$ 80,050.00
HIGHWAY FUND	\$ 351,910.00	\$ 4,322,013.00	\$ 4,119,230.00	\$ 554,693.00
STREET LIGHTING DISTRICT	\$ 413,543.00	\$ 746,156.00	\$ 693,822.00	\$ 465,877.00
REFUSE & GARBAGE DIST.	\$ 205,873.00	\$ 2,649,754.00	\$ 2,676,877.00	\$ 178,750.00
PUBLIC PARKING DISTRICT	\$ 86,458.00	\$ 249,134.00	\$ 252,782.00	\$ 82,810.00
AMBULANCE DISTRICT	\$ 188,062.00	\$ 483,629.00	\$ 514,914.00	\$ 156,777.00
DEBT SERVICE FUND	\$ 16,989,936.00	\$ 8,522,175.00	\$ 7,301,129.00	\$ 18,210,982.00
CAPITAL PROJECT FUNDS	\$ 18,075,184.00	\$ 2,920,931.00	\$ 20,084,203.00	\$ 911,912.00
TOTAL GOV'T FUNDS	\$ 38,033,221.00	\$ 27,808,956.00	\$ 41,797,237.00	\$ 24,044,940.00
PROPRIETARY FUNDS:				
ENTERPRISE SEWER FUNDS	\$ 7,541,053.00	\$ 4,379,598.00	\$ 3,348,712.00	\$ 8,571,939.00
ENTERPRISE WATER FUND	\$ 24,095,584.00	\$ 6,778,849.00	\$ 4,943,093.00	\$ 25,931,340.00
INTERNAL SERVICE FUNDS	\$ 665,717.00	\$ 749,078.00	\$ 931,594.00	\$ 483,201.00
SELF INSURANCE FUNDS	\$ 1,514,121.00	\$ 1,899,733.00	\$ 1,393,590.00	\$ 2,020,264.00
TOTAL PROPRIETARY FUNDS	\$ 33,816,475.00	\$ 13,807,258.00	\$ 10,616,989.00	\$ 37,006,744.00

TOWN OF RIVERHEAD
STATEMENT OF INDEBTEDNESS
AS OF DECEMBER 31, 2004

	<u>INDEBTEDNESS</u> <u>OUTSTANDING</u> <u>AS OF</u> <u>1/1/2004</u>	<u>ISSUED DURING</u> <u>THE</u> <u>FISCAL YEAR</u> <u>2004</u>	<u>PAID DURING</u> <u>THE</u> <u>FISCAL YEAR</u> <u>2004</u>	<u>INDEBTEDNESS</u> <u>OUTSTANDING</u> <u>AS OF</u> <u>12/31/2004</u>
TOTAL INDEBTEDNESS	\$ 93,087,650.00	\$ 7,810,000.00	\$ 13,467,755.00	\$ 87,429,895.00

JUNE 21, 2005

Tabled

TOWN OF RIVERHEAD

AUTHORIZES AMENDMENT TO
CAPITAL BUDGET PLAN FOR YEARS 2005-2007

RESOLUTION # 601

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

BE IT, RESOLVED, that the Town Board hereby authorize the Amendment of the Town of Riverhead Capital Project Budget Plan, as attached, for the 2005, 2006 and 2007 fiscal years.

THE VOTE

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

Tabled

COMPREHENSIVE THREE YEAR CAPITAL PROJECT BUDGET PLAN				
FOR FISCAL YEARS 2005-2007				
SUMMARY AMMENDED ON 6/21/05				
USES OF FUNDS:				
SCHEDULE	PROJECT	2005 BUDGET	2006 BUDGET	2007 BUDGET
1	LANDFILL	\$ 10,400,000.00	\$ 4,470,000.00	\$ 940,000.00
2	FARMLAND	\$ 5,000,000.00	\$ 10,000,000.00	\$ 10,000,000.00
3	OPEN SPACE	\$ 2,000,000.00	\$ 3,000,000.00	\$ 2,200,000.00
4	TOWN FACILITY	\$ 200,000.00	\$ 5,465,000.00	\$ 5,460,000.00
5	PARK IMPR.	\$ 3,455,000.00	\$ 4,530,000.00	\$ 1,600,000.00
6	PARKING IMPR.	\$ 1,195,000.00	\$ 1,000,000.00	\$ 1,450,000.00
7	VEHICLE AQUIS.	\$ 390,000.00	\$ 180,000.00	\$ 180,000.00
8	TOWN INFRASTR.	\$ 50,000.00	\$ 450,000.00	\$ 100,000.00
14	TECH IMPR.	\$ 175,000.00	\$ 250,000.00	\$ 150,000.00
	SUBTOTAL	\$ 22,865,000.00	\$ 29,345,000.00	\$ 22,080,000.00
9	WATER INFRASTR.	\$ 790,000.00	\$ 3,975,000.00	\$ 3,100,000.00
	SUBTOTAL	\$ 790,000.00	\$ 3,975,000.00	\$ 3,100,000.00
10	RVHD SEWER	\$ 2,030,000.00	\$ 4,175,000.00	\$ -
	SUBTOTAL	\$ 2,030,000.00	\$ 4,175,000.00	\$ -
11	CAL. SEWER	\$ 268,000.00	\$ 1,100,000.00	\$ 3,200,000.00
	SUBTOTAL	\$ 268,000.00	\$ 1,100,000.00	\$ 3,200,000.00
12	SCAVENGER	\$ -	\$ 875,000.00	\$ 875,000.00
	SUBTOTAL	\$ -	\$ 875,000.00	\$ 875,000.00
13	ROAD IMPR.	\$ 500,000.00	\$ 1,600,000.00	\$ 800,000.00
	SUBTOTAL	\$ 500,000.00	\$ 1,600,000.00	\$ 800,000.00
	TOTAL	\$ 26,453,000.00	\$ 41,070,000.00	\$ 30,055,000.00

COMPREHENSIVE THREE YEAR CAPITAL PROJECT BUDGET PLAN				
FOR FISCAL YEARS 2005-2007				
SUMMARY DRAFT				
SOURCES OF FUNDS:				
		<u>2005</u>	<u>2006</u>	<u>2007</u>
	<u>SOURCE</u>	<u>BUDGET</u>	<u>BUDGET</u>	<u>BUDGET</u>
	STATE & FEDERAL			
	GRANTS	\$ 3,725,000.00	\$ 5,265,000.00	\$ -
	CURRENT APPR.	\$ 525,000.00	\$ 165,000.00	\$ 50,000.00
	DEVELOPER FEES	\$ 3,025,000.00	\$ 4,925,000.00	\$ 3,760,000.00
	BONDS:			
	GENERAL FUND	\$ 11,110,000.00	\$ 10,565,000.00	\$ 7,670,000.00
	C.P.F.	\$ 7,000,000.00	\$ 13,000,000.00	\$ 12,200,000.00
	HIGHWAY	\$ 800,000.00	\$ 1,700,000.00	\$ 5,900,000.00
	PUBLIC PARKING	\$ -	\$ 1,000,000.00	\$ 1,000,000.00
	STREET LIGHTING	\$ 100,000.00	\$ -	\$ -
	WATER DISTRICT	\$ -	\$ 2,500,000.00	\$ 2,100,000.00
	RVHD SEWER DIST	\$ -	\$ 575,000.00	
	CALV SEWER DIST	\$ 168,000.00	\$ 500,000.00	\$ 2,500,000.00
	SCAV WASTE DIST	\$ -	\$ 875,000.00	\$ 875,000.00
	TOTAL	\$ 26,453,000.00	\$ 41,070,000.00	\$ 36,055,000.00

CAPITAL PROJECT BUDGET PLAN

FOR FISCAL YEARS 2005-2007
AMMENDED AS OF 6/21/05

SCHEDULE NO. 1

02 LANDFILL RECLAMATION PROJECT

<u>YEAR</u>	<u>EXPENDITURES</u>
2005	\$ 10,400,000.00
2006	\$ 4,470,000.00
2007	\$ 940,000.00
TOTAL	\$ 15,810,000.00

SCHEDULE NO. 2

02 FARMLAND DEVELOPMENT RIGHTS

<u>YEAR</u>	<u>EXPENDITURES</u>
2005	\$ 5,000,000.00
2006	\$ 10,000,000.00
2007	\$ 10,000,000.00
TOTAL	\$ 25,000,000.00

SCHEDULE NO. 3

03 OPEN SPACE ACQUISITIONS

<u>YEAR</u>	<u>EXPENDITURES</u>
2005	\$ 2,000,000.00
2006	\$ 3,000,000.00
2007	\$ 2,200,000.00
TOTAL	\$ 7,200,000.00

SCHEDULE NO. 4

TOWN FACILITY IMPROVEMENTS

<u>YEAR</u>	<u>EXPENDITURES</u>
2005	\$ 200,000.00
2006	\$ 5,465,000.00
2007	\$ 5,460,000.00
TOTAL	\$ 11,125,000.00

	<u>TOTAL</u>	<u>2005</u>	<u>2006</u>	<u>2007</u>
GARAGES (B&G)	\$ 965,000.00	\$ -	\$ 965,000.00	
REC ADMIN BLDG.	\$ 460,000.00	\$ -	\$ -	\$ 460,000.00
SALT STORAGE BARN	\$ 200,000.00	\$ 200,000.00	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
TOWN HALL EXPANSION	\$ 9,000,000.00	\$ -	\$ 4,500,000.00	\$ 4,500,000.00
AMB. BLDG. EXPAN.	\$ 500,000.00	\$ -	\$ -	\$ 500,000.00
TOTAL	\$ 11,125,000.00	\$ 200,000.00	\$ 5,465,000.00	\$ 5,460,000.00

SCHEDULE NO. 5					
PARK IMPROVEMENTS					
	YEAR	EXPENDITURES			
	2005	\$ 3,455,000.00			
	2006	\$ 4,530,000.00			
	2007	\$ 1,600,000.00			
	TOTAL	\$ 9,585,000.00			
	TOTAL		2005	2006	2007
BALLFIELD IMPROVEMENT	\$ 200,000.00	\$	50,000.00	\$ 100,000.00	\$ 50,000.00
W.R. BOAT RAMP IMPR.	\$ 555,000.00	\$	555,000.00	\$ -	\$ -
03 PECONIC RIVERFRONT	\$ 2,680,000.00	\$	1,500,000.00	\$ 1,180,000.00	\$ -
STOTSKY PARK IMPR (KRUDOP PROPERTY)	\$ 2,000,000.00	\$	-	\$ 1,000,000.00	\$ 1,000,000.00
W.R BEACH COMFORT STA	\$ 250,000.00	\$	-	\$ -	\$ 250,000.00
REEVE'S BEACH COMFORT STATION	\$ 250,000.00	\$	-	\$ 250,000.00	\$ -
REEVE'S BEACH PARKING IMPR.	\$ 300,000.00	\$	-	\$ -	\$ 300,000.00
03 GRANGEBEL PK IMPR	\$ 2,700,000.00	\$	1,000,000.00	\$ 1,700,000.00	\$ -
03 EPCAL PARK IMPR	\$ 650,000.00	\$	350,000.00	\$ 300,000.00	\$ -
	TOTAL	\$ 9,585,000.00	\$ 3,455,000.00	\$ 4,530,000.00	\$ 1,600,000.00
SCHEDULE NO.6					
PARKING FACILITY IMPROVEMENTS					
	YEAR	EXPENDITURES			
	2005	\$ 1,195,000.00			
	2006	\$ 1,000,000.00			
	2007	\$ 1,450,000.00			
	TOTAL	\$ 3,645,000.00			
	TOTAL		2005	2006	2007
POLICE/CRT PKG. N.	\$ 350,000.00	\$	-	\$ -	\$ 350,000.00
	\$ -	\$	-	\$ -	\$ -
COURT COMPLEX PKG.	\$ 1,195,000.00	\$	1,195,000.00	\$ -	\$ -
DOWNTOWN PKG IMPR	\$ 2,000,000.00	\$	-	\$ 1,000,000.00	\$ 1,000,000.00
T.H. PARKING IMPR.	\$ 100,000.00	\$	-	\$ -	\$ 100,000.00
	TOTAL	\$ 3,645,000.00	\$ 1,195,000.00	\$ 1,000,000.00	\$ 1,450,000.00
SCHEDULE NO.7					
VEHICLE ACQUISITIONS					
	YEAR	EXPENDITURES			
	2005	\$ 390,000.00			
	2006	\$ 180,000.00			
	2007	\$ 180,000.00			
	TOTAL	\$ 750,000.00			
	TOTAL		2005	2006	2007
HYWY SNOW PLOWS	\$ 300,000.00	\$	100,000.00	\$ 100,000.00	\$ 100,000.00
B&G TRUCKS	\$ 210,000.00	\$	50,000.00	\$ 80,000.00	\$ 80,000.00
SL BUCKET TRUCK	\$ 100,000.00	\$	100,000.00	\$ -	\$ -
2005 AMBULANCE	\$ 140,000.00	\$	140,000.00	\$ -	\$ -
	TOTAL	\$ 750,000.00	\$ 390,000.00	\$ 180,000.00	\$ 180,000.00

SCHEDULE NO.8				
TOWN INFRASTRUCTURE IMPROVEMENTS				
	YEAR	EXPENDITURES		
	2005	\$ 50,000.00		
	2006	\$ 450,000.00		
	2007	\$ 100,000.00		
	TOTAL	\$ 600,000.00		
		TOTAL	2005	2006
PT SOURCE DISCHARGE	\$ 350,000.00	\$ -	\$ 350,000.00	\$ -
	\$ -	\$ -	\$ -	\$ -
DRAINAGE IMPR.	\$ 250,000.00	\$ 50,000.00	\$ 100,000.00	\$ 100,000.00
TOTAL	\$ 600,000.00	\$ 50,000.00	\$ 450,000.00	\$ 100,000.00
SCHEDULE NO.9				
WATER DISTRICT INFRASTRUCTURE IMPROVEMENTS				
	YEAR	EXPENDITURES		
	2005	\$ 790,000.00		
	2006	\$ 3,975,000.00		
	2007	\$ 3,100,000.00		
	TOTAL	\$ 7,865,000.00		
		TOTAL	2005	2006
WELL#2 IMPROVEMENT	\$ 800,000.00	\$ -	\$ 800,000.00	\$ -
EPCAL WATER EXT	\$ 40,000.00	\$ 40,000.00	\$ -	\$ -
FUTURE WELL 11-2	\$ 250,000.00	\$ 250,000.00	\$ -	\$ -
DUAL WELLS	\$ 1,800,000.00	\$ 150,000.00	\$ 1,000,000.00	\$ 650,000.00
ELEVATED TANK	\$ 2,500,000.00	\$ -	\$ 500,000.00	\$ 2,000,000.00
REPAINT TANK #9	\$ 450,000.00	\$ -	\$ 450,000.00	\$ -
REPAINT TANK #8	\$ 350,000.00	\$ 350,000.00	\$ -	\$ -
MISC. TRANS MAIN IMPR	\$ 500,000.00	\$ -	\$ 500,000.00	\$ -
CONTROL SYSTEM	\$ 450,000.00	\$ -	\$ -	\$ 450,000.00
GARAGE	\$ 725,000.00	\$ -	\$ 725,000.00	\$ -
TOTAL	\$ 7,865,000.00	\$ 790,000.00	\$ 3,975,000.00	\$ 3,100,000.00

SCHEDULE NO.10					
RVHD SEWER DISTRICT INFRASTRUCTURE IMPROVEMENTS					
	YEAR	EXPENDITURES			
	2005	\$ 2,030,000.00			
	2006	\$ 4,175,000.00			
	2007	\$ -			
	TOTAL	\$ 6,205,000.00			
	TOTAL		2005	2006	2007
03 MIDDLE RD PUMP ST	\$ -	\$ -	\$ -	\$ -	\$ -
03 CRANBERRY ST P.S.	\$ 1,530,000.00	\$ 1,530,000.00	\$ -	\$ -	\$ -
03 PILOT IRRIGATION	\$ -	\$ -	\$ -	\$ -	\$ -
EFFLUENT IRRIGATION	\$ 4,100,000.00	\$ 500,000.00	\$ 3,600,000.00	\$ -	\$ -
GARAGE	\$ 575,000.00	\$ -	\$ 575,000.00	\$ -	\$ -
	TOTAL	\$ 6,205,000.00	\$ 2,030,000.00	\$ 4,175,000.00	\$ -
SCHEDULE NO.11					
CALVERTON SEWER DISTRICT INFRASTRUCTURE IMPROVEMENTS					
	YEAR	EXPENDITURES			
	2005	\$ 768,000.00			
	2006	\$ 3,100,000.00			
	2007	\$ 700,000.00			
	TOTAL	\$ 4,568,000.00			
	TOTAL		2005	2006	2007
SEWER PLANT	\$ 3,000,000.00	\$ 500,000.00	\$ 2,500,000.00	\$ -	\$ -
SEWER EVALUATION					
PHASE II	\$ 68,000.00	\$ 68,000.00			
EPCAL SEWER EXT.	\$ 1,400,000.00	\$ 100,000.00	\$ 600,000.00	\$ 700,000.00	
03 INTERIM PLANT IMPR	\$ 100,000.00	\$ 100,000.00	\$ -	\$ -	
	TOTAL	\$ 4,568,000.00	\$ 768,000.00	\$ 3,100,000.00	\$ 700,000.00

SCHEDULE NO.12				
SCAVENGER DISTRICT INFRASTRUCTURE IMPROVEMENTS				
	YEAR	EXPENDITURES		
	2005	\$ -		
	2006	\$ 875,000.00		
	2007	\$ 875,000.00		
	TOTAL	\$ 1,750,000.00		
		TOTAL	2005	2006
03 PLANT UPGRADE	\$ -	\$ -	\$ -	\$ -
DIGESTER UPGRADE	\$ 1,750,000.00	\$ -	\$ 875,000.00	\$ 875,000.00
TOTAL	\$ 1,750,000.00	\$ -	\$ 875,000.00	\$ 875,000.00
SCHEDULE NO.13				
TOWN ROAD IMPROVEMENT PROGRAM				
	YEAR	EXPENDITURES		
	2005	\$ 500,000.00		
	2006	\$ 1,600,000.00		
	2007	\$ 800,000.00		
	TOTAL	\$ 2,900,000.00		
		TOTAL	2005	2006
REALIGN EDWARDS AVE	\$ 300,000.00	\$ -	\$ -	\$ 300,000.00
REALIGN PULASKI ST	\$ 1,100,000.00	\$ -	\$ 1,100,000.00	\$ -
ROAD RESURFACING	\$ 1,500,000.00	\$ 500,000.00	\$ 500,000.00	\$ 500,000.00
TOTAL	\$ 2,900,000.00	\$ 500,000.00	\$ 1,600,000.00	\$ 800,000.00
SCHEDULE NO.14				
TECHNOLOGY IMPROVEMENTS				
	YEAR	EXPENDITURES		
	2005	\$ 175,000.00		
	2006	\$ 250,000.00		
	2007	\$ 150,000.00		
	TOTAL	\$ 575,000.00		
		TOTAL	2005	2006
P.C. UPGRADES	\$ 125,000.00	\$ 25,000.00	\$ 50,000.00	\$ 50,000.00
SOFTWARE UPGRADE	\$ 200,000.00	\$ -	\$ 100,000.00	\$ 100,000.00
G.I.S. SYSTEM	\$ 200,000.00	\$ 100,000.00	\$ 100,000.00	\$ -
FILE STORAGE	\$ 50,000.00	\$ 50,000.00	\$ -	\$ -
TOTAL	\$ 575,000.00	\$ 175,000.00	\$ 250,000.00	\$ 150,000.00

STATE & FEDERAL FUNDS:

BUDGETARY APPROP.:

SCHEDULE	STATE & FEDERAL FUNDS:			BUDGETARY APPROP.:			
	YEAR 2005	YEAR 2006	YEAR 2007	SCHEDULE	YEAR 2005	YEAR 2006	YEAR 2007
1	\$ -	\$ -	\$ -	1	\$ -	\$ -	\$ -
2	\$ -	\$ -	\$ -	2	\$ -	\$ -	\$ -
3	\$ -	\$ -	\$ -	3	\$ -	\$ -	\$ -
4	\$ -	\$ -	\$ -	4	\$ -	\$ -	\$ -
5	\$ 1,320,000.00	\$ 1,680,000.00	\$ -	5	\$ -	\$ -	\$ -
6	\$ 875,000.00	\$ -	\$ -	6	\$ -	\$ -	\$ -
7	\$ -	\$ -	\$ -	7	\$ -	\$ -	\$ -
8	\$ -	\$ 100,000.00	\$ -	8	\$ -	\$ -	\$ -
9	\$ -	\$ -	\$ -	9	\$ -	\$ -	\$ -
10	\$ 1,530,000.00	\$ 3,485,000.00	\$ -	10	\$ 500,000.00	\$ 115,000.00	\$ -
11	\$ -	\$ -	\$ -	11	\$ -	\$ -	\$ -
12	\$ -	\$ -	\$ -	12	\$ -	\$ -	\$ -
13	\$ -	\$ -	\$ -	13	\$ -	\$ -	\$ -
14	\$ -	\$ -	\$ -	14	\$ 25,000.00	\$ 50,000.00	\$ 50,000.00
TOTAL	\$ 3,725,000.00	\$ 5,265,000.00	\$ -	TOTAL	\$ 525,000.00	\$ 165,000.00	\$ 50,000.00

DEVELOPER FEES:

BONDS:

SCHEDULE	DEVELOPER FEES:			BONDS:			
	YEAR 2005	YEAR 2006	YEAR 2007	SCHEDULE	YEAR 2005	YEAR 2006	YEAR 2007
1	\$ -	\$ -	\$ -	1	\$ 10,400,000.00	\$ 4,470,000.00	\$ 940,000.00
2	\$ -	\$ -	\$ -	2	\$ 5,000,000.00	\$ 10,000,000.00	\$ 10,000,000.00
3	\$ -	\$ -	\$ -	3	\$ 2,000,000.00	\$ 3,000,000.00	\$ 2,200,000.00
4	\$ -	\$ -	\$ 460,000.00	4	\$ 200,000.00	\$ 5,465,000.00	\$ 5,000,000.00
5	\$ 2,135,000.00	\$ 2,850,000.00	\$ 1,600,000.00	5	\$ -	\$ -	\$ -
6	\$ -	\$ -	\$ -	6	\$ 320,000.00	\$ 1,000,000.00	\$ 1,450,000.00
7	\$ -	\$ -	\$ -	7	\$ 390,000.00	\$ 180,000.00	\$ 180,000.00
8	\$ -	\$ -	\$ -	8	\$ 50,000.00	\$ 350,000.00	\$ 100,000.00
9	\$ 790,000.00	\$ 1,475,000.00	\$ 1,000,000.00	9	\$ -	\$ 2,500,000.00	\$ 2,100,000.00
10	\$ -	\$ -	\$ -	10	\$ -	\$ 575,000.00	\$ -
11	\$ 100,000.00	\$ 600,000.00	\$ 700,000.00	11	\$ 168,000.00	\$ 500,000.00	\$ 2,500,000.00
12	\$ -	\$ -	\$ -	12	\$ -	\$ 875,000.00	\$ 875,000.00
13	\$ -	\$ -	\$ -	13	\$ 500,000.00	\$ 1,600,000.00	\$ 800,000.00
14	\$ -	\$ -	\$ -	14	\$ 150,000.00	\$ 200,000.00	\$ 100,000.00
TOTAL	\$ 3,025,000.00	\$ 4,925,000.00	\$ 3,760,000.00	TOTAL	\$ 19,178,000.00	\$ 30,715,000.00	\$ 26,245,000.00

Indebted

JUNE 21, 2005

Adopted

TOWN OF RIVERHEAD

Calverton Sewer Facility Plan Phase II Project

BUDGET ADOPTION

RESOLUTION # 602

COUNCILWOMAN SANDERS 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>
406.095710.494200.20025	Serial Bond Proceeds	68,000	
406.081300.543504.20025	Engineering Expense		68,000

THE VOTE

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

JUNE 21, 2005

TOWN OF RIVERHEAD

CDBG CONSORTIUM 2005

BUDGET ADOPTION

RESOLUTION # 603

COUNCILMAN DENSIESKI

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>
181.084910.493000.06905 Federal Aid	191,000	
181.086680.540000.06905 Home Imp Program		92,000
181.086760.542200.06905 Soup Kitchen Supplies		7,150
181.086760.543401.06905 Family Service -Training & Education		5,500
181.086760.543408.06905 Drug Abuse Prevention Education		7,000
181.086760.543409.06905 Literacy Education Program		5,000
181.086760.544000.06905 Alternative Counseling Services		4,000
181.086860.540000.06905 Administration		20,350
181.086620.523001.06905 Sidewalk Improvements		50,000

THE VOTE

Bartunek Yes No Sanders Yes No

Blass Yes No Densieski Yes No

Cardinale Yes No

Adopted

June 21, 2005

TOWN OF RIVERHEAD

REVOLVING LOAN PROGRAM

BUDGET ADJUSTMENT

RESOLUTION # 604

COUNCILMAN BARTUNEK

offered the following resolution,

which was seconded by COUNCILWOMAN BLASS

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

		<u>FROM</u>	<u>TO</u>
178.000000.390599	Appropriated Fund Balance	2,000	
178.086860.540000	Contractual Expense		2,000

THE VOTE

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

June 21, 2005

Adopted

TOWN OF RIVERHEAD

CALVERTON SEWER INTERIM IMPROVEMENT

BUDGET ADJUSTMENT

RESOLUTION # 605

COUNCILWOMAN BLASS

offered the following resolution,

which was seconded by COUNCILWOMAN SANDERS

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

	<u>FROM</u>	<u>TO</u>
406.081300.523011.20022 Plant Improvements	31,000	
406.081300.523027.20022 Alarm System Improvement		31,000

THE VOTE

Bartunek Yes No

Sanders Yes No

Blass Yes No

Densieski Yes No

Cardinale Yes No

Adopted

June 21, 2005

TOWN OF RIVERHEAD

PAL

BUDGET ADJUSTMENT

RESOLUTION # 606

COUNCILWOMAN SANDERS 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>
004.000000.390599 Appropriated Fund Balance	2,500	
004.073103.547525 Registration Fees – Travel Soccer		2,500

THE VOTE

Bartunek Yes No

Sanders Yes No

Blass Yes No

Densieski Yes No

Cardinale Yes No

06/21/05

Adopted

TOWN OF RIVERHEAD

Resolution # 607

AUTHORIZES THE RELEASE OF LETTER OF CREDIT FOR THE WOODS AT CHERRY CREEK LLC (CLUBHOUSE)

COUNCILMAN DENSIESKI offered the following resolution,

which was seconded by COUNCILMAN BARTUNEK

WHEREAS, The Woods at Cherry Creek, LLC posted a letter of credit (#020802) in the sum of Sixty Seven Thousand Five Hundred Dollars (\$67,500) pursuant to Section 108-133(I) of the Riverhead Town Code; and

WHEREAS, Sharon E. Klos, Building Permits Coordinator, has determined that construction has been completed to the Building Department's satisfaction and Certificate of Occupancy has been issued for said construction.

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby authorizes the release of the letter of credit (#020802) in the sum of Sixty Seven Thousand Five Hundred Dollars (\$67,500) and

BE IT FURTHER RESOLVED, that the Town of Riverhead is hereby authorized to forward a certified copy of this resolution to The Woods at Cherry Creek, LLC , attention Iris, Reeves Avenue, Riverhead, New York 11901 ,the Building Department; the Accounting Department, the Town Clerk 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
Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 608

AUTHORIZES THE RELEASE OF SECURITY OF THE WOODS AT CHERRY CREEK, LLC (GOLF COURSE)

COUNCILMAN BARTUNEK offered the following resolution,

which was seconded by COUNCILWOMAN BLASS

WHEREAS, The Woods at Cherry Creek LLC. has posted three checks for security in the amounts of Six Thousand Six Hundred Twenty Dollars (\$6,620), Three Thousand Five Hundred Eighty Eight Dollars (\$3,588) and One Thousand Three Hundred Sixty Dollars (\$1,360) pursuant to Section 108-133(I) of the Riverhead Town Code; and

WHEREAS, Sharon E. Klos, Building Permits Coordinator, has determined that construction has been completed to the Building Department's satisfaction and Certificates of Occupancy has been issued for said construction.

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby authorizes the release of the security posted in the sums of Six Thousand Six Hundred Forty Dollars (\$6,640), Three Thousand Five Hundred Eighty Eight Dollars (\$3,588) and One Thousand Three Hundred Sixty Dollars (\$1,360) and

BE IT FURTHER RESOLVED, that the Town of Riverhead is hereby authorized to forward a certified copy of this resolution to The Woods at Cherry Creek, LLC, Attention Iris, Reeves Avenue, Riverhead, New York 11901, the Building Department; the Accounting Department, the Town Clerk and the Town Attorney's Office.

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
Thereupon Duly Declared Adopted

Adopted

6/21/05

TOWN OF RIVERHEAD

Resolution # 609

AUTHORIZES THE PLACEMENT OF A SPEED HUMPS
(WILLIAMS WAY SOUTH, CALVERTON)

Councilman Bartunek offered the following resolution, was seconded by

Councilwoman Blass :

WHEREAS, the Town Clerk was authorized to publish and post a public notice to hear all interested persons to consider the placement of a speed hump on "Williams Way South" located in the "Village Green" subdivision in Calverton, New York; and

WHEREAS, a public hearing was held on the 7th day of June, 2005 at 7:35 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 placement of a speed hump on a trial basis for one (1) year at the aforementioned location is hereby authorized and adopted as specified in the attached notice of adoption; and be it further

RESOLVED, that the Town Board hereby authorizes the retention of the firm of Dunn Engineering to assist in the engineering and design of said speed hump; 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 newspaper 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 Highway Department; the Police Department and the 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 NOT
THEREFORE DULY ADOPTED

**TOWN OF RIVERHEAD
NOTICE OF ADOPTION**

PLEASE TAKE NOTICE, that the Town Board of the Town of Riverhead authorized and adopted the placement of a speed hump on "Williams Way South" located in the "Village Green" subdivision in Calverton, New York at its regular meeting held on June 21, 2005.

Dated: Riverhead, New York
June 21, 2005

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

BARBARA GRATTAN, Town Clerk

Adopted

APPROVES THE APPLICATION FOR FIREWORKS PERMIT OF RIVERHEAD BUSINESS IMPROVEMENT DISTRICT MANAGEMENT (BLUES FESTIVAL)

COUNCILWOMAN BLASS offered the following resolution, was seconded by

COUNCILMAN DENSIESKI :

WHEREAS, the Riverhead Business Improvement District Management Association (BID) has submitted a Fireworks Permit Application for the purpose of conducting a fireworks display to be held on the Peconic River waterfall bridge (Peconic Avenue), Riverhead, New York on July 9, 2005 at approximately 9:00 p.m.; and

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

NOW THEREFORE BE IT RESOLVED, that the Fireworks Permit Application of bid, for the purpose of conducting a fireworks display to be held on the Peconic River waterfall bridge (Peconic Avenue), Riverhead, New York on July 9, 2005 at approximately 9:00 p.m., is hereby approved with the following conditions:

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

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

W:\Laura Calamita\Fireworksapps\Bluesfestfireworks.res.doc

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

RESOLVED, that the Town Clerk is hereby authorized to forward a certified copy of this resolution to Riverhead Business Improvement District Management Association, P.O. Box 913, Riverhead, New York, 11901, Attn: Richard Fox; Pyro Engineering, Inc., 110 Route 110, Suite 102, Huntington Station, New York, 11746; the Riverhead Fire Department; Bruce Johnson, Riverhead Fire Marshal; Chief Hegermiller, Riverhead Police Department and the Office of the Town Attorney.

Adopted

Resolution # 611

APPROVES THE APPLICATION FOR FIREWORKS PERMIT OF ATLANTIS MARINE WORLD

COUNCILMAN DENSIESKI offered the following resolution, was seconded by

COUNCILWOMAN SANDERS :

WHEREAS, Atlantis Marine World has submitted a Fireworks Permit Application for the purpose of conducting a fireworks display to be held at Grangebél Park, Riverhead, New York on July 1, 2005 at approximately 9:00 p.m.; and

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

NOW THEREFORE BE IT RESOLVED, that the Fireworks Permit Application of Atlantis Marine World, for the purpose of conducting a fireworks display to be held at Grangebél Park, Riverhead, New York on July 1, 2005 at approximately 9:00 p.m., is hereby approved with the following conditions:

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

RESOLVED, that employees of the Riverhead Buildings and Grounds Department, the Riverhead Police Department and the Riverhead Fire Marshal are hereby authorized to utilize overtime expenditures to ensure the necessary public safety and security in connection with this event; and 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 Town Clerk is hereby authorized to forward a certified copy of this resolution to Atlantis Marine World, 431 East Main Street, Riverhead, New York, 11901, Attn: Bryan Deluca; Pyro Engineering, Inc., 110 Route 110, Suite 102, Huntington Station, New York, 11746; the Riverhead Fire Department; Bruce Johnson, Riverhead Fire Marshal; Chief Hegermiller, Riverhead Police Department and the Office of the Town Attorney.

Resolution # 612

APPROVES THE APPLICATION FOR FIREWORKS PERMIT OF RIVERHEAD RACEWAY (August 27, 2005)

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

WHEREAS, Riverhead Raceway has submitted a Fireworks Permit Application for the purpose of conducting a fireworks display to be held at the center of the racetrack at 1797-1785 Old Country Road, Riverhead, New York on August 27, 2005 at approximately 9:00 p.m.; and

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

NOW THEREFORE BE IT RESOLVED, that the Fireworks Permit Application of Riverhead Raceway, for the purpose of conducting a fireworks display to be held at the center of the racetrack at 1797-1785 Old Country Road, Riverhead, New York on August 27, 2005 at approximately 9:00 p.m., is hereby approved with the following conditions:

- The required fire suppression equipment and personnel shall be provided by Riverhead Raceway. Riverhead Fire Department may provide additional fire apparatus at the discretion of the Chief of the Riverhead Fire Department.
- Scheduling a pre-event inspection between 12:00 noon and 2:00 p.m. on the day of the event having the Fireworks technician(s), the Riverhead Fire Marshal and the Riverhead Fire Chief in attendance.
- Fireworks and technicians must arrive at Riverhead Raceway no later than 12:00 noon on the day of the event.
- Fire Marshal to be present 30 minutes prior to commencement of show for purpose of final inspection and safety review.
- The show shall be limited to firework shells not larger than 3" in diameter.
- The fire Marshal shall have the final authorization to allow the show to proceed or cancel the show if there are unsafe conditions, lighting and/or wind in excess of 30 miles per hour; and be it further

RESOLVED, that the Riverhead Buildings and Grounds Department, the Riverhead Police Department and the Riverhead Fire Marshal are hereby authorized to receive overtime expenditures for the necessary public safety and security purposes in connection with this event; and be it further

THE VOTE

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

RESOLVED, that the Town Clerk is hereby authorized to forward a certified copy of this resolution to Barbara Cromarty, 175 E. 62nd Street, 18 B, New York, New York, 10021; Pyro Engineering, Inc., 110 Route 110, Suite 102, Huntington Station, New York, 11746; the Riverhead Fire Department; Bruce Johnson, Riverhead Fire Marshal; Chief Hegermiller, Riverhead Police Department and the Office of the Town Attorney.

Resolution # 613

APPROVES THE APPLICATION FOR FIREWORKS PERMIT OF RIVERHEAD RACEWAY (July 2, 2005)

~~COUNCIL~~ **WOMAN SANDERS**

offered the following resolution, was seconded by

~~COUNCILMAN~~ **BARTUNEK**

WHEREAS, Riverhead Raceway has submitted a Fireworks Permit Application for the purpose of conducting a fireworks display to be held at the center of the racetrack at 1797-1785 Old Country Road, Riverhead, New York on July 2, 2005 at approximately 9:00 p.m. (having a rain date of July 3, 2005 at approximately 9:00 p.m.); and

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

NOW THEREFORE BE IT RESOLVED, that the Fireworks Permit Application of Riverhead Raceway, for the purpose of conducting a fireworks display to be held at the center of the racetrack at 1797-1785 Old Country Road, Riverhead, New York on July 2, 2005 at approximately 9:00 p.m. (having a rain date of July 3, 2005), is hereby approved with the following conditions:

- The required fire suppression equipment and personnel shall be provided by Riverhead Raceway. Riverhead Fire Department may provide additional fire apparatus at the discretion of the Chief of the Riverhead Fire Department.
- Scheduling a pre-event inspection between 12:00 noon and 2:00 p.m. on the day of the event having the Fireworks technician(s), the Riverhead Fire Marshal and the Riverhead Fire Chief in attendance.
- Fireworks and technicians must arrive at Riverhead Raceway no later than 12:00 noon on the day of the event.
- Fire Marshal to be present 30 minutes prior to commencement of show for purpose of final inspection and safety review.
- The show shall be limited to firework shells not larger than 3" in diameter.
- The fire Marshal shall have the final authorization to allow the show to proceed or cancel the show if there are unsafe conditions, lighting and/or wind in excess of 30 miles per hour; and be it further

RESOLVED, that the Riverhead Buildings and Grounds Department, the Riverhead Police Department and the Riverhead Fire Marshal are hereby authorized to receive overtime expenditures for the necessary public safety and security purposes in connection with this event; and be it further

W:\Laura Calamita\Fireworksapps\FIREWORK.RES.doc

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 Town Clerk is hereby authorized to forward a certified copy of this resolution to Barbara Cromarty, 175 E. 62nd Street, 18 B, New York, New York, 10021; Pyro Engineering, Inc., 110 Route 110, Suite 102, Huntington Station, New York, 11746; the Riverhead Fire Department; Bruce Johnson, Riverhead Fire Marshal; Chief Hegermiller, Riverhead Police Department and the Office of the Town Attorney.

6/21/05

TOWN OF RIVERHEAD

Adopted

Resolution # 614

APPROVES CHAPTER 90 APPLICATION OF RIVERHEAD BUSINESS IMPROVEMENT DISTRICT MANAGEMENT ASSOCIATION (BLUES FESTIVAL)

COUNCILWOMAN BLASS offered the following resolution, was seconded by

COUNCILMAN DENSIESKI :

WHEREAS, Riverhead Business Improvement District Management Association (BID) has submitted a Chapter 90 Application for the purpose of conducting a Blues Festival to be held in the Peconic River Municipal Parking Lot, Grangebel Park and First Street, Riverhead, New York, on the following dates and times:

- July 8, 2005 between the hours of 5:00 p.m. and 11:00 p.m.
- July 9, 2005 between the hours of 12:00 noon and 11:30 p.m.
- July 10, 2005 between the hours of 1:00 p.m. and 6:00 p.m.; and

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

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

WHEREAS, Riverhead Business Improvement District Management Association has requested that this event be exempt from Chapter 46 of the Riverhead Town Code entitled, "Alcohol Consumption"; and

WHEREAS, BID has requested the Chapter 90 Application fee for this event be waived due to their not-for-profit status; and

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

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

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

RESOLVED, that the Chapter 90 Application of Riverhead Business Improvement District Management Association for the purpose of conducting a Blues Festival to be held in the

W:\Laura Calamita\chap90\Blues.res.doc

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

Peconic River Municipal Parking Lot and Grangebel Park, Riverhead, New York, on the aforementioned dates and times, is hereby approved; and be it further

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

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

and be it further

RESOLVED, that the Town Board of the Town of Riverhead hereby authorizes this event to be exempt from Chapter 46 entitled, "Alcohol Consumption" of the Riverhead Town Code; and be it further

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

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

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

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

RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to Riverhead Business Improvement District Management Association, Attn: Amy Auer, P.O. Box 913, Riverhead, New York, 11901; Kenneth Testa, P.E.; the Riverhead Fire Marshal and the Riverhead Police Department.

Adopted

6/21/05

TOWN OF RIVERHEAD

Resolution # 615

APPROVES CHAPTER 90 APPLICATION OF OLD STEEPLE COMMUNITY CHURCH, UCC (ANNUAL ANTIQUE SHOW)

COUNCILMAN DENSIESKI offered the following resolution, was seconded by

COUNCILWOMAN SANDERS :

WHEREAS, Old Steeple Community Church, UCC has submitted a Chapter 90 Application for the purpose of conducting their Annual Antique Show to be located on their property at 269 Main Road, Aquebogue, New York, on August 27, 2005, having a rain date of September 5, 2005, between the hours of 8:00 a.m. and 5:00 p.m.; and

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

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

WHEREAS, Old Steeple Church, UCC requested the Chapter 90 Application fee for this event be waived due to their not-for-profit status; and

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

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

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

RESOLVED, that the application of Old Steeple Church, UCC for the purpose of conducting their Annual Antique Show to be located on their property at 269 Main Road, Aquebogue, New York, on August 27, 2005, having a rain date of September 5, 2005, between the hours of 8:00 a.m. and 5:00 p.m., is hereby approved; and be it further

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

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

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

RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to Old Steeple Community Church, UCC, P.O. Box 154, Aquebogue, New York, 11931; the Riverhead Fire Marshal; the Riverhead Police Department and the Office of the Town Attorney.

TOWN OF RIVERHEAD

Adopted

Resolution # 616

**APPROVES CHAPTER 90 APPLICATION OF EAST END ARTS COUNCIL
(WINE PRESS CONCERT SERIES)**

COUNCILWOMAN SANDERS offered the following resolution, was seconded by

COUNCILMAN BARTUNEK :

WHEREAS, the East End Arts Council ("EEAC") has submitted a Chapter 90 Application for the purpose of conducting two concerts as part of the Wine Press Concert Series to be held at the following locations, dates and times:

Palmer Vineyards	Saturday, July 9, 2005	6:30 – 8:30 p.m.
Martha Clara Vineyards	Saturday, July 17, 2005	6:30 - 8:30 p.m.; and

WHEREAS, EEAC has requested the Chapter 90 Application fee for this event be waived due to their not-for-profit status; and

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

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

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

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

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

NOW THEREFORE BE IT RESOLVED, that the application of the East End Arts Council for the purpose of conducting two concerts as part of the Wine Press Concert Series to be held at the aforementioned locations, dates and times is hereby approved; and be it further

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

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	Dontsiaski	<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**

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

RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to the East End Arts Council, 133 East Main Street, Riverhead, New York, 11901; Bruce Johnson, Fire Marshal; Ken Testa, P.E.; the Riverhead Police Department and the Office of the Town Attorney

APPROVES CHAPTER 90 APPLICATION OF POLISH TOWN CIVIC ASSOCIATION

COUNCILWOMAN SANDERS

_____ offered the following resolution, was seconded by

COUNCILMAN BARTUNEK :

WHEREAS, the Polish Town Civic Association has submitted a Chapter 90 Application for the purpose of conducting their annual Polish Town Street Fair and Festival to be held on Pulaski Street, Hamilton Avenue, Osborne Avenue and Lincoln Street, Riverhead, New York, on August 20th and 21st, 2005 between the hours of 10:00 a.m. and 6:00 p.m.; and

WHEREAS, the Polish Town Civic Association has completed and filed a Long Form Environmental Assessment Form in accordance with 6 NYCRR 617; and

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

WHEREAS, the Polish Town Civic Association has requested the Chapter 90 Application fee for this event be waived due to their not-for-profit status; and

WHEREAS, Polish Town Civic Association has requested this event be exempt from Chapter 46 (Alcoholic Beverages) of the Riverhead Town Code; and

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

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

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

RESOLVED, that the application of the Polish Town Civic Association for the purpose of conducting their annual Polish Town Street Fair and Festival to be held on Pulaski Street, Hamilton Avenue, Osborne Avenue and Lincoln Street, Riverhead, New York, on August 20th and 21st, 2005 between the hours of 10:00 a.m. and 6:00 p.m., is hereby approved; and be it further

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 ~~X~~ WAS WAS NOT THEREFORE DULY ADOPTED

RESOLVED, that the Town Board exempts this event from Chapter 46 (Alcoholic Beverages) of the Riverhead Town Code; and be it further

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

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

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

RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to Polish Town Civic Association, 300 Lincoln Street, Riverhead, New York, 11901; the Riverhead Fire Marshal; Kenneth Testa, P.E.; the Riverhead Police Department and the Office of the Town Attorney.

6/21/05

Adopted

TOWN OF RIVERHEAD

Resolution # 618

APPROVES CHAPTER 90 APPLICATION OF CHURCH OF THE HARVEST

COUNCILWOMAN SANDERS

_____ offered the following resolution, was seconded by

COUNCILMAN BARTONEK _____:

WHEREAS, Church of the Harvest has submitted a Chapter 90 Application for the purpose of conducting an event to honor Town Employees and Members of the Riverhead Community who have participated in community services , having music, food, prizes and information booths, to be located on the grounds of the East End Arts & Humanities Council, Inc. at 133 East Main Street, Riverhead, New York, to be held on July 23, 2005, between the hours of 12:00 noon to 5:00 p.m., having a rain date of July 30, 2005.; and

WHEREAS, Church of the Harvest has completed and filed a Short Form Environmental Assessment Form in accordance with 6 NYCRR 617, and

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

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

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

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

RESOLVED, that the Chapter 90 Application of the Church of the Harvest to conduct a celebration to honor Town Employees and Members of the Riverhead Community whom have participated in community services , having music, food, prizes and information booths, to be located on the grounds of the East End Arts & Humanities Council, Inc. at 133 East Main Street, Riverhead, New York, to be held on July 23, 2005, between the hours of 12:00 noon to 5:00 p.m., having a rain date of July 30, 2005 is hereby approved; and be it further

THE VOTE

Bartonek	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no	Sanders	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no
Glass	<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.

RESOLVED, that approval of this event is subject to receipt of an updated certificate of insurance to be submitted prior to the commencement of this event; and be it further

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

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

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

RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to Church of the Harvest, P.O. Box 1086, Riverhead, New York, 11901; the Riverhead Fire Marshal; Chief Hegermiller, Riverhead Police Department and the Office of the Town Attorney.

6/21/05

TOWN OF RIVERHEAD

Adopted

Resolution # 619

APPROVES CHAPTER 90 APPLICATION OF RAILROAD MUSEUM OF LONG ISLAND

COUNCILWOMAN SANDERS

_____ offered the following resolution, was seconded by

COUNCILMAN BARTUNEK :

WHEREAS, Railroad Museum of Long Island has submitted a Chapter 90 Application for the purpose of conducting a Fifth Annual Riverhead Railroad Festival Open Housel, which will include railroad related displays, model train displays and exhibits to be located at 416 Griffing Avenue, Riverhead, New York, on August 27th and 28th, 2005 between the hours of 10:00 a.m. and 5:00 p.m.; and

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

WHEREAS, Railroad Museum of Long Island has completed and filed and a Short Form Environmental Assessment Form in accordance with 6 NYCRR 617; and

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

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

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

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

RESOLVED, that the application of Railroad Museum of Long Island for the purpose of conducting a Fifth Annual Riverhead Railroad Festival Open Housel, which will include railroad related displays, model train displays and exhibits to be located at 416 Griffing Avenue, Riverhead, New York on August 27th and 28th, 2004 between the hours of 10:00 a.m. and 5:00 p.m., is hereby approved; and be it further

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

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

RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to Railroad Museum of Long Island, P.O. Box 726, Greenport, New York, 11944-0726; the Riverhead Fire Marshal; Chief Hegermiller, Riverhead Police Department and the Office of the Town Attorney.

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

APPROVES CHAPTER 90 APPLICATION OF JAMESPORT FIRE DEPARTMENT TO CONDUCT A FIREMANS' CARNIVAL

COUNCILWOMAN SANDERS

_____ offered the following resolution, was seconded by

COUNCILMAN BARTLINEK _____ :

WHEREAS, the Jamesport Fire Department has submitted a Chapter 90 Application for the purpose of conducting a Firemans' Carnival to be held at the George Young Community Center, Main Road, Jamesport, New York, on July 12, 2005 through July 16, 2005 between the hours of 4:00 p.m. and 12:00 midnight; and

WHEREAS, the Jamesport Fire Department has completed and filed a Short Form Environmental Assessment Form in accordance with 6 NYCRR 617; and

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

WHEREAS, the Jamesport Fire Department has requested the Chapter 90 Application fee for this event be waived due to their not-for-profit status; and

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

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

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

RESOLVED, that the application of the Jamesport Fire Department for the purpose of conducting a Firemans' Carnival to be held at the George Young Community Center, Main Road, Jamesport, New York, on July 12, 2005 through July 16, 2005 between the hours of 4:00 p.m. and 12:00 midnight is hereby approved; and be it further

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

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

RESOLVED, that the Town Board exempts this event from Chapter 46 (Alcoholic Beverages) of the Riverhead Town Code; and be it further

RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to the Jamesport Fire Department, Attn: William Burns, P.O. Box 78, Jamesport, Jamesport, New York, 11974; the Riverhead Fire Marshal; Chief Hegermiller, Riverhead Police Department and the 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 NOT
THEREFORE DULY ADOPTED

Adopted

6/21/05

TOWN OF RIVERHEAD

Resolution # 621

AUTHORIZES TOWN CLERK TO PUBLISH AND POST FOR A PUBLIC HEARING TO CONSIDER THE ADOPTION OF A LOCAL LAW ENTITLED, "LOCAL LAW TO CHANGE THE TERM OF OFFICE OF THE TOWN CLERK FROM 2 YEARS TO 4 YEARS

COUNCILMAN DENSIESKI offered the following resolution,

which was seconded by COUNCILWOMAN SANDER:

WHEREAS, that the Town Clerk is hereby authorized to post and publish the attached public notice of proposed local law entitled, "Local Law to Change the Term of the Town Clerk from 2 Years to 4 Years", once in the June 30, 2005 issue of the Traveler Watchman, the newspaper for this purpose, and to post same on the signboard in Town Hall

RESOLVED, that the Town Clerk shall provide a certified copy of this resolution to the Suffolk County Board of Elections.

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

PUBLIC NOTICE

PLEASE TAKE NOTICE, that a public hearing will be held on the 6th day of July at 7:55 p.m. at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, to consider a proposed local law to create Chapter 10B of the Riverhead Town Code entitled, "Term of Office of Town Clerk" as follows:

SAMPLE LOCAL LAW

Town of Riverhead

Local Law No. _____ the year 2005.

A Local Law Increasing the Term of Office of the Town Clerk from Two Years to Four Years.

Be it enacted by the Town Board of the Town of Riverhead as follows:

Section 1. STATUTORY AUTHORITY: This local law is adopted pursuant to the provisions of the Municipal Home Rule Law of the State of New York.

Section 2. FOUR-YEAR TERM OF OFFICE: The term of office of the elected Town Clerk shall be four years. Such four-year term shall commence as of the first day of January following the first biennial town election after the effective date of this local law. The four-year term provided by this section shall also apply to the person elected to such office at the same biennial election at which the four-year term provided by this local law is approved.

Section 3. MANDATORY REFERENDUM: This local law is adopted subject to a mandatory referendum and shall for approval of the qualified voters of the Town of Riverhead at the biennial town election to be held November 8, 2005. A proposition in the following form shall be included on the ballot at such biennial town election, and the increased term of office shall not take effect unless such proposition is approved by a majority vote of the qualified voters voting thereon:

"Shall Local Law No. _____ of the year 2005, entitled a Local Law Increasing the Term of Office of Town Clerk from Two to Four Years be approved?"

Section 4. SUPERSESSON: This local law shall supersede Town Law, §24 relating to the term of office of Town Clerk of the Town of Riverhead.

Section 5. EFFECTIVE DATE: This local law shall become effective immediately upon being filed in the Office of Secretary of State after approval by the qualified voters.

Adopted

6/21/05

TOWN OF RIVERHEAD

Resolution # 622

AUTHORIZES TOWN CLERK TO PUBLISH AND POST FOR A PUBLIC HEARING TO CONSIDER THE ADOPTION OF A LOCAL LAW ENTITLED, "LOCAL LAW TO CHANGE THE TERM OF OFFICE OF THE HIGHWAY SUPERINTENDENT FROM 2 YEARS TO 4 YEARS

COUNCILMAN BARTUNEK offered the following resolution,

which was seconded by COUNCILMAN DENSIESKI:

WHEREAS, that the Town Clerk is hereby authorized to post and publish the attached public notice of proposed local law entitled, "Local Law to Change the Term of the Highway Superintendent from 2 Years to 4 Years", once in the June 30, 2005 issue of the Traveler Watchman, the newspaper for this purpose, and to post same on the signboard in Town Hall

RESOLVED, that the Town Clerk shall provide a Certified Copy of this Resolution to the Suffolk County Board of Elections.

THE VOTE

Bartunek	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no	Santers	<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
PUBLIC NOTICE**

PLEASE TAKE NOTICE, that a public hearing will be held on the 6th day of July at 8:00 p.m. at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, to consider a proposed local law to create Chapter 10A of the Riverhead Town Code entitled, "Term of Office of Town Highway Superintendent" as follows:

SAMPLE LOCAL LAW

Town of Riverhead

Local Law No. _____ of the year 2005.

A Local Law Increasing the Term of Office of the Highway Superintendent from Two Years to Four Years.

Be it enacted by the Town Board of the Town of Riverhead as follows:

Section 1. STATUTORY AUTHORITY: This local law is adopted pursuant to the provisions of the Municipal Home Rule Law of the State of New York.

Section 2. FOUR-YEAR TERM OF OFFICE: The term of office of the elected Highway Superintendent shall be four years. Such four-year term shall commence as of the first day of January following the first biennial town election after the effective date of this local law. The four-year term provided by this section shall also apply to the person elected to such office at the same biennial election at which the four-year term provided by this local law is approved.

Section 3. MANDATORY REFERENDUM: This local law is adopted subject to a mandatory referendum and shall for approval of the qualified voters of the Town of Riverhead at the biennial town election to be held November 8, 2005. A proposition in the following form shall be included on the ballot at such biennial town election, and the increased term of office shall not take effect unless such proposition is approved by a majority vote of the qualified voters voting thereon:

"Shall Local Law No. _____ of the year 2005, entitled a Local Law
Increasing the Term of Office of Highway Superintendent from Two to Four
Years
be approved?"

Section 4. SUPERSESION: This local law shall supersede Town Law, §24 relating to the term of office of Highway Superintendent of the Town of Riverhead.

Section 5. EFFECTIVE DATE: This local law shall become effective immediately upon being filed in the Office of Secretary of State after approval by the qualified voters.

6/21/05

Adopted

TOWN OF RIVERHEAD

Resolution # 623

AUTHORIZES TOWN CLERK TO PUBLISH AND POST FOR A PUBLIC HEARING TO CONSIDER THE ADOPTION OF A LOCAL LAW ENTITLED, "LOCAL LAW TO CHANGE THE TERM OF OFFICE OF THE TOWN SUPERVISOR FROM 2 YEARS TO 4 YEARS

COUNCILMAN DENSIESKI

_____ offered the following resolution,

which was seconded by COUNCILWOMAN SANDERS _____ :

WHEREAS, that the Town Clerk is hereby authorized to post and publish the attached public notice of proposed local law entitled, "Local Law to Change the Term of the Town Supervisor from 2 Years to 4 Years", once in the June 30, 2005 issue of the Traveler Watchman, the newspaper for this purpose, and to post same on the signboard in Town Hall

RESOLVED, that the Town Clerk shall provide a Certified Copy of this Resolution to the Suffolk County Board of Elections.

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
PUBLIC NOTICE**

PLEASE TAKE NOTICE, that a public hearing will be held on the 6th day of July at 8:05 p.m. at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, to consider a proposed local law to create Chapter 10 of the Riverhead Town Code entitled, "Term of Office of Town Supervisor" as follows:

SAMPLE LOCAL LAW

Town of Riverhead

Local Law No Chapter 10, 10A, 10B of the year 2005.

A Local Law Increasing the Term of Office of the Town Supervisor from Two Years to Four Years.

Be it enacted by the Town Board of the Town of Riverhead as follows:

Section 1. STATUTORY AUTHORITY: This local law is adopted pursuant to the provisions of the Municipal Home Rule Law of the State of New York.

Section 2. FOUR-YEAR TERM OF OFFICE: The term of office of the elected Town Supervisor shall be four years. Such four-year term shall commence as of the first day of January following the first biennial town election after the effective date of this local law. The four-year term provided by this section shall also apply to the person elected to such office at the same biennial election at which the four-year term provided by this local law is approved.

Section 3. MANDATORY REFERENDUM: This local law is adopted subject to a mandatory referendum and shall for approval of the qualified voters of the Town of Riverhead at the biennial town election to be held November 8, 2005. A proposition in the following form shall be included on the ballot at such biennial town election, and the increased term of office shall not take effect unless such proposition is approved by a majority vote of the qualified voters voting thereon:

"Shall Local Law No. _____ of the year 2005, entitled a Local Law
Increasing the Term of Office of Town Supervisor from Two to Four Years
be approved?"

Section 4. SUPERSESSON: This local law shall supersede Town Law, §24 relating to the term of office of Town Supervisor of the Town of Riverhead.

Section 5. EFFECTIVE DATE: This local law shall become effective immediately upon being filed in the Office of Secretary of State after approval by the qualified voters.