

TOWN BOARD MEETING AGENDA

Philip Cardinale, Supervisor

July 18th, 2006

Edward Densieski, Councilman
George Bartunek, Councilman

Barbara Blass, Councilwoman
John Dunleavy, Councilman

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
Ray Coyne
Judy Doll
John Reeve
Michael Reichel
Gary Pendzick

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

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

- #6 Authorizes the Chairman to Execute the Master Developer Designation Agreement with Riverhead Renaissance, LLC for the Redevelopment of a Portion the of East Main Street Urban Renewal Area
- #7 Authorizes Newmark Knight Frank to Prepare a Request for Proposals for the Newly Rezoned Light Industrial Zoning Use District at the CDA Property at EPCAL
- #8 Authorizes Execution of Agreement with the Suffolk County Department of Economic Development for Administration of the Empire Zone Program

REGULAR TOWN BOARD MEETING:

- #665 Resolution and Consent Approving the Dedication of a Highway Known as Nicholas Way and Recharge Basin (Baiting Hollow Farms)
- #666 Approves Site Plan of 941 Northville Turnpike (Leonard Rosenbaum)
- #667 Accepts Final Environmental Impact Statement of Headriver, LLC (Wal-Mart)
- #668 Amends Resolution #579 of 2006 (Approves Site Plan of Omnipoint Facilities Network 2, LLC)
- #669 Accepts Cash Security of Omnipoint Facilities Network 2, LLC (T-Mobile)
- #670 Appoints Police Officers to the Police Department (A. Schule, E. Cohen, K. Holt, P. Lennon, W. Keegan, M. Mudzinski, P. McDermott, D. Gluck)
- #671 Reinstatement to Graphics Mapping Specialist in the Engineering Department (M. Heppner)

- #672 Appoints Building Inspector to the Building Department (M. Griffin)
- #673 Accepts Resignation of Executive Assistant to the Supervisor (M. Welsh)
- #674 Appoints Legislative Secretary to the Supervisor (T. Miles)
- #675 Setting Terms and Conditions of Employment for Trina Miles, Legislative Secretary to the Town Supervisor
- #676 Appoints a Lifeguard Level I to the Recreation Department (R. McIntyre)
- #677 Appoints a Lifeguard Level I to the Recreation Department (E. McIntyre)
- #678 Appoints a Beach Attendant/Concessions Operator Level II to the Recreation Department (S. Czelatka)
- #679 Adopts a Local Law to Amend Chapter 92 Entitled, "Streets and Sidewalks" of the Riverhead Town Code
- #680 Adopts a Local Law to Amend Chapter 52 of the Riverhead Town Code Entitled, "Building Permit Fees"
- #681 Adopts a Local Law Amending Chapter 108 of the Riverhead Town Code Entitled, "Zoning" (Empire Zone)
- #682 Adopts a Local Law Amending Chapter 108 Entitled, "Zoning" of the Riverhead Town Code (Business PB District)
- #683 Ratifies the Approval of the Application for Fireworks Permit of the Jamesport Fire Department
- #684 Approves Chapter 90 Application of Abbess Farm (Marie Tooker)
- #685 Approves Chapter 90 Application of Tweeds Restaurant (North Fork Breast Health Coalition Benefit Picnic)

- #686 Approves Chapter 90 Application of Larry's Lighthouse Marina (Boat Show)
- #687 Approves Chapter 90 Application of Paumanok Vineyards, LTD
- #688 Approves Chapter 90 Application of East End Arts & Humanities Council, Inc. (Wine Press Concert Series- August 5, 2006)
- #689 Approves Chapter 90 Application of East End Arts & Humanities Council, Inc. (Wine Press Concert Series- July 22, 2006)
- #690 Approves Chapter 90 Application of North Fork Classic (Robert Ginsberg)
- #691 Approves Chapter 90 Application of Riverhead Country Fair Committee)
- #692 Directs Town Attorney to Initiate Dissolution Procedure for Riverhead Development Corporation
- #693 Authorizes the Supervisor to Execute the Master Developer Designation Agreement with Riverhead Renaissance, LLC for the Redevelopment of a Portion the of East Main Street Urban Renewal Area
- #694 Authorizes the Supervisor to Execute Agreements in Connection with County of Suffolk EISEP & CSE Housekeeper/Chore Contracts
- #695 Authorizing the Transfer of County owned Property to the Town of Riverhead
- #696 Requests Transfer of County Property to the Town of Riverhead
- #697 Authorizes Submission of Application for Mini-Grant Program to the Peconic Estuary Program

- #698 Authorizes Town Clerk to Publish and Post Notice of Public Hearing-Special Use permit petition of Pamela Hoegrefe (Broadriver, LLC)
- #699 Authorizes the Town Clerk to Publish and Post a Public Notice for a Public Hearing Regarding a Local Law to Repeal the Current Version of Chapter 86, "Rental Dwelling Units" in Order to Adopt a New Chapter 86 "Rental Dwelling Units" of the Riverhead Town Code
- #700 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)
- #701 Authorizes the Town Clerk to Publish and Post Public Hearing to Consider a Proposed Local Law for an Amendment to Chapter 101 "Vehicles and Traffic" of the Riverhead Town Code (101-10 Parking Prohibited)
- #702 Authorizes the Town Clerk to Publish and Post Public Hearing to Consider a Local Law to Amend Chapter 108 Entitled, "Zoning" of the Riverhead Town Code (Greenhouses)
- #703 Order Calling Public Hearing- Ext. No. 88-RWD-Gendot Homes Subdivision, Osborne Avenue
- #704 Authorizes Town Clerk to Publish and Post the Attached Notice to Bidders for Sewer District Generator Removal
- #705 Rejects Bid and Authorizes Town Clerk to Republish and Repost Notice to Bidders for Electric Motor Emergency Repair/Replacement for use by the Riverhead Water District
- #706 Pays Bills

7/18/06

Adopted

TOWN OF RIVERHEAD
COMMUNITY DEVELOPMENT AGENCY

Resolution # 6

AUTHORIZES THE CHAIRMAN TO EXECUTE THE MASTER DEVELOPER DESIGNATION AGREEMENT WITH RIVERHEAD RENAISSANCE, LLC FOR THE REDEVELOPMENT OF A PORTION OF THE EAST MAIN STREET URBAN RENEWAL AREA

COUNCILMAN DUNLEAVY

_____ offered the following resolution, was seconded

by **COUNCILWOMAN BLASS** _____:

WHEREAS, in furtherance of the objectives of Articles 15 and 15-A of the General Municipal Law of the State of New York (the "Urban Renewal Law"), the Town of Riverhead (the "Town") and the Community Development Agency (the "CDA") have undertaken a program for the acquisition, replanning, rehabilitation, restoration, reconstruction, redevelopment and disposition of blighted areas in the Town, and in connection with this program, the CDA has been engaged in carrying out an urban renewal program, as is more particularly set forth in the Town's East Main Street Urban Renewal Plan adopted October 19, 1993 for its downtown riverfront business district (hereinafter referred to as the "Urban Renewal Plan"); and

WHEREAS, the CDA authorized the issuance of a Request for Expressions of Interest (RFIQ) in June, 2005 for a developer to plan, finance, construct, operate and manage a high quality mixed-use development in the downtown Riverhead business district, specifically the area designated as the East Main Street Urban Renewal Area; and

WHEREAS, the Town did receive responses in July, 2005 and upon review and presentation did authorize the issuance of a Request for Proposals (RFP) in October, 2005; and

WHEREAS, the intent of the Town and the CDA in issuing the RFIQ and RFP was to identify a developer/team which best met the criteria established by the Board which included development and financial capability, experience, and the ability to undertake and complete the project successfully and the adaptability, specificity and phasing of the project, the proposal with the greatest potential for initial economic impact, and support within the community; and

WHEREAS, the Town and public heard presentations on February 6, 2006 and evaluated the proposals made; and

WHEREAS, Apollo Real Estate Advisors, LP ("Apollo") responded to the RFIQ and RFP, wherein

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it presented to the Town and CDA proposals for redevelopment within the East Main Street Urban Renewal Area; and

WHEREAS, on March 7, 2006, by Resolution adopted by the CDA, the CDA Chair was authorized to commence negotiations with Apollo on a proposal for a planned development to revitalize downtown Riverhead; and

WHEREAS, the Town, the CDA, the Town of Riverhead Parking District and Apollo have negotiated an Agreement to designate Riverhead Renaissance, LLC, a separate entity that is controlled and managed by Apollo, as Master Developer as more specifically provided in the Master Development Designation Agreement attached hereto, for the redevelopment a portion of the downtown Riverhead business district, specifically the area designated as the East Main Street Urban Renewal Area as contemplated by the RFIQ and the RFP issued by the CDA; **NOW, THEREFORE,**

BE IT RESOLVED, that the Community Development Agency hereby authorizes the Chairman to execute the Master Developer Designation Agreement, substantially in the form attached hereto, with Riverhead Renaissance, LLC; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a certified copy of this resolution to Riverhead Renaissance, LLC, c/o Apollo Real Estate Advisors, LP, 60 Columbus Circle, New York, NY 10023, Weber Law Group, LLP, 201 North Service Road, Suite 300, Melville, NY 11747-3126, Twomey, Latham, Shea & Kelley, et al, LLP, P.O. Box 9398, Riverhead, NY 11901, the Town Attorney and the CDA Director.

		Yes	No	Abstain
The Vote:	Member Dunleavy	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Member Bartunek	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Member Blass	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Member Densieski	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Member Cardinale	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

MASTER DEVELOPER DESIGNATION AGREEMENT

Agreement dated as of July __, 2006 ("this Agreement") between the TOWN OF RIVERHEAD COMMUNITY DEVELOPMENT AGENCY, a public benefit corporation having its principal office at 200 Howell Avenue, Riverhead, New York 11901 (the "CDA"); the TOWN OF RIVERHEAD, a municipal corporation, having its principal office at 200 Howell Avenue, Riverhead, New York 11901 (the "Town"); TOWN OF RIVERHEAD PARKING DISTRICT #1, a body corporate and politic duly organized under the New York State Public Authorities Law, having its principal office at 200 Howell Avenue, Riverhead, New York 11901 (the "Parking District"; the CDA, Town and Parking District are collectively the "Municipal Entities"); and RIVERHEAD RENAISSANCE LLC, a Limited Liability Company with offices c/o Apollo Real Estate Advisors, LP, 60 Columbus Circle, New York, New York 10023 (the "Company").

RECITALS:

WHEREAS, in furtherance of the objectives of Articles 15 and 15-A of the General Municipal Law of the State of New York, as amended (the "Urban Renewal Law"), the Town and the CDA have undertaken a program for the acquisition, clearance, replanning, reconstruction and neighborhood rehabilitation of slum and blighted areas in the Town, and in connection with this program, the CDA has been engaged in carrying out a neighborhood redevelopment program and urban renewal program, as is more particularly set forth in the Town's 1993 Urban Renewal

Plan for its downtown riverfront business district (hereinafter referred to as the "Urban Renewal Plan"); and

WHEREAS, in 2003 the Riverhead Town Board adopted a Comprehensive Plan for the entire Town of Riverhead (the "Master Plan") and in connection therewith, the Riverhead Town Board, as lead agency for the implementation of the Master Plan, prepared a Final Generic Environmental Impact Statement ("FGEIS") in compliance with the State Environmental Quality Review Act ("SEQRA"), and by resolution adopted by the Riverhead Town Board on November 3, 2003, approved a Statement of Environmental Findings with respect to the Master Plan (the "Findings Statement"); and

WHEREAS, the Urban Renewal Plan provides a mechanism for the redevelopment of a major portion of the Town's downtown riverfront business district consisting of approximately 42 acres, extending along both sides of East Main Street and bordered on the East by the Atlantis Marine World and on the West by Peconic Avenue, which area is known as the East Main Street Urban Renewal Area ("EMSURA"); and

WHEREAS, on or about June 15, 2005, the Town issued a Request for Interest and Qualifications ("RFIQ") for a developer to plan, finance, construct, operate and manage a high quality mixed use development encompassing the entire EMSURA; and

WHEREAS, on October 15, 2005, in reaction to the responses to the RFIQ, the Town issued a Request for Proposals ("RFP") with regard to redevelopment of the EMSURA; and

WHEREAS, Apollo Real Estate Advisors, LP ("Apollo") responded to the RFIQ and RFP, wherein it presented to the Town and CDA proposals for redevelopment of the EMSURA; and

WHEREAS, by Resolution dated and adopted on March 7, 2006, the CDA authorized the CDA Chair to commence negotiations with Apollo on a proposal for a planned development to revitalize downtown Riverhead and to report to the CDA Board; and

WHEREAS, the parties to this Agreement have agreed to designate the Company, which is wholly owned by an entity managed by Apollo, as "Master Developer" for the EMSURA; and

WHEREAS, the Town and the Parking District currently own property within the EMSURA, some of which it intends to convey to the Company as Master Developer, contingent upon a designation of the Company as the Qualified and Eligible Sponsor under Section 507 of the New York State General Municipal Law, to develop in accordance with Urban Renewal Plan and subject to the rules and procedures adopted by the CDA; and

WHEREAS, the Company has acquired title to the land and buildings known as and by the street address 126-138 East Main Street (the "Woolworth Parcel") and intends to explore the acquisition of other properties within the Project Area; and

WHEREAS, the Company's redevelopment of parcels currently owned by the Town and Parking District and to be conveyed or leased to the Company, together with the Woolworth Parcel and, if acquired, other properties, all of which are located within the EMSURA, shall be known collectively as the "Project"; and

WHEREAS, it is Apollo's and the Company's intent to explore the acquisition of additional properties within the EMSURA to be developed in accordance with the Urban Renewal Plan for the EMSURA (the "Potential Projects") and to seek the designation as Qualified and Eligible Sponsor, where appropriate, and it is the intent of the Town and CDA to encourage and facilitate such acquisition by Apollo and the Company for purposes of redeveloping the EMSURA in accordance with the Urban Renewal Plan; and

WHEREAS, the CDA has determined that the Project and any Potential Projects must be developed in accordance with the Urban Renewal Law and the Urban Renewal Plan for the EMSURA including any modifications, amendments or restatements of that Plan; and that the planning and coordination of infrastructure improvements and the preservation of architectural integrity for redevelopment within the EMSURA is of paramount importance to the goals of the Urban Renewal Plan and Master Plan and that all development within the EMSURA must be coordinated in a professional and economically sound manner; and

WHEREAS, the Town has determined that such orderly redevelopment under the Urban Renewal Plan and Master Plan requires a GEIS for the EMSURA, which shall cover all proposed

development projects within the EMSURA, unless specifically excepted from the GEIS by determination of the Lead Agency; and

WHEREAS, the parties hereto are entering into this Agreement to set forth certain understandings and intentions of the Company and the Municipal Entities with respect to: (i) the terms and conditions for the Company to first be designated as "Master Developer" of EMSURA, and then, subject to applicable law and as appropriate, as the "Qualified and Eligible Sponsor" under the Urban Renewal Law and the adopted rules and procedures of the CDA for the Project and the Potential Projects; (ii) the rights and obligations of the parties to be performed prior to the execution of any land disposition agreements ("LDA's") or Development Leases (as defined in Article 7.3) respecting real property currently owned or subsequently acquired by any of the Municipal Entities and which are intended to be conveyed to the Company or its designee(s).

NOW THEREFORE, in consideration of the mutual covenants hereinafter contained and other good and valuable consideration exchanged by and among the parties hereto, the receipt and sufficiency of which hereby expressly are acknowledged, in order to accomplish the foregoing purposes, the parties hereto hereby AGREE as follows:

TERMS OF AGREEMENT

ARTICLE 1

**APPOINTMENT OF MASTER DEVELOPER AND
SELECTION OF QUALIFIED AND ELIGIBLE SPONSOR**

1.1 **APPOINTMENT OF MASTER DEVELOPER.** The Town and the CDA hereby designate the Company as the sole and exclusive Master Developer within the EMSURA, subject to and in accordance with the terms and conditions of this Agreement.

1.2 **DESIGNATION OF QUALIFIED AND ELIGIBLE SPONSOR.** Upon execution of this Agreement, it is the intention of the CDA, as the Town's Urban Renewal Agency to conduct such reviews and public hearings and perform such other due diligence as may be required by the adopted rules and procedures of the Urban Renewal Agency so as to designate the Company as the Qualified and Eligible Sponsor, as that term is defined in Section 507 of the General Municipal Law of the State of New York for the Project which the Company proposes to develop within the EMSURA as more fully set forth herein.

1.3 **FUTURE RIGHTS OF MASTER DEVELOPER.** Insofar as the Company is not in default of any of its material obligations (beyond any and all applicable notice and grace periods) as Master Developer and the Qualified and Eligible Sponsor pursuant to this Agreement, or any LDA or Development Lease for specific projects as further described in this Agreement, and so long as there is no material change in the Company's financial ability to complete the proposed project, and further, subject to the CDA's review and due diligence set forth above in

paragraph 1.2, and subject to the subsequent negotiation and execution of a new LDA or Development Lease, as the case may be, the CDA will designate the Company as the Qualified and Eligible Sponsor for any and all Potential Projects involving property within the EMSURA which may be acquired by any of the Municipal Entities during the Term of this Agreement, either on their own initiative or at the request of the Company as provided herein.

ARTICLE 2

THE INTENTIONS AND OBLIGATIONS OF THE COMPANY

2.1 ACQUISITION OF PROPERTY BY COMPANY AS MASTER DEVELOPER. The Company has acquired the Woolworth Parcel. The Company intends to explore the acquisition of other property for the purpose of constructing an approximately 200,000 square foot, multi-story building containing approximately 100 residential units or a flag hotel; a multiplex theater; and a specialty food store. The foregoing components constitute a portion of the Project located on the north side of East Main Street, as depicted on EXHIBIT _____, annexed hereto and made a part hereof.

2.2 ACQUISITION OF PROPERTY BY COMPANY AS QUALIFIED AND ELIGIBLE SPONSOR.

a. The Company, as Qualified and Eligible Sponsor, intends to acquire or lease, at the Company's option, property now owned by the Parking District and located north

and west of, and adjacent to the Woolworth Parcel for use in conjunction with the Project referenced in Article 2.1 above.

b. (1) The Company, as Qualified and Eligible Sponsor, intends to acquire or lease, at the Company's option, certain property now owned by the Town located immediately north of the Peconic River, east of Peconic Avenue, and south of existing commercial development on the south side of East Main Street, approximately as is shown on Exhibit _____, annexed hereto and made a part hereof, for the purpose of developing an approximately 100,000 square-foot, three-story building containing retail on the first level and approximately 50 residential units on the second and third levels, with sufficient additional parking for the building at the Company's expense, as another component of the Project.

(2) Prior to the date of this Agreement, the Company presented a conceptual Preliminary Development Proposal to the CDA that outlines its immediate development plans for the EMSURA. As soon as practicable after the date of execution of this Agreement by the Company and the Municipal Entities, and from time to time as changes are made during the SEQRA review process, the Company will coordinate a presentation or presentations to the CDA to outline any modifications to the previously presented Preliminary Development Proposal as the same may have been previously modified.

2.3 FUTURE DEVELOPMENT PROPOSALS. The Company, as Master Developer and Qualified and Eligible Sponsor, as appropriate, intends to acquire or lease additional property within the EMSURA for one or more Potential Projects, with the assistance

and cooperation of the Municipal Entities, to be developed in accordance with the Urban Renewal Plan for the EMSURA, as it presently exists or as it may be amended, modified or restated in the future. Unless otherwise provided herein, the terms of this Agreement shall govern the redevelopment of any such Potential Projects; and it is the intent of the parties that similar cost containment measures as set forth herein shall be applied to future development proposals.

2.4 **PAYMENT OF FEES FOR THE TOWN'S REPRESENTATIVES.** In consideration of this Agreement, the Company has deposited this day with the Town an initial payment of ^{75,000.00} ~~\$100,000.00~~, which sum is to be utilized by the Town for payment of professional fees to the Town's Representatives for services rendered in connection with the implementation of all matters addressed in this Agreement, excluding the costs associated with the GEIS for the EMSURA which are set forth in Articles 4 and 6.3. The Company's agreement to pay the fees of the Town's Representatives is subject to the terms and conditions set forth in Article 6.4.

2.5 **PAYMENT OF COSTS FOR THE GEIS FOR THE EMSURA.** In addition to the Company's agreement to pay the fees of the Town's Representatives as set forth in Articles 2.4 and 6.4 herein, the Company, as Master Developer and Qualified and Eligible Sponsor, agrees to advance all funds necessary to complete the GEIS for the EMSURA, which GEIS is to be performed by the Town and its Representatives, subject to the provisions of Article 4.4 below.

2.6 **REQUIRED FILINGS.** Within fifteen (15) days after the execution of this Agreement by the Municipal Entities, the Company will file with the CDA a Redeveloper's

Statement of Qualifications and Responsibility, together with all other documents which may be required by the rules and procedures of the CDA and the laws of the State of New York.

2.7 APPROVALS.

a. The Company, as Master Developer and as Qualified and Eligible Sponsor, will promptly submit any and all required applications and supporting documentation to the Town Board, Town Planning Board (the "Planning Board") and/or the Town Zoning Board of Appeals ("ZBA"), as appropriate, for any and all land use approvals necessary for the Project or any Potential Projects. The Company shall incorporate changes to its development plans consistent with the terms of this Agreement, any Land Disposition Agreement or Development Lease, and as may be reasonably required by the Town Board, the Planning Board or the ZBA in connection with such land use approvals.

b. The Company may, at any time during the term of this Agreement, admit one or more financial partner(s), co-venturer(s) and/or "co-developer(s)" for the Project or any Potential Project, or of any component therein, provided that the Company shall always retain a majority interest and control in the venture. The Company shall provide the Municipal Entities with information concerning the resources, experience and proposed role of such partner(s), co-venturer(s) or "co-developers" as the Municipal Entities may reasonably request. The CDA and Town reserve the right to require the Company to demonstrate that the inclusion of any financial partner, co-venturer or co-developer will not materially affect the qualifications of the Company as the Qualified and Eligible Sponsor. The admission of any financial partner, co-venturer or co-developer for the Project or any Potential Project shall be subject to CDA timely review and

consent as may be required by all applicable rules, regulations, policies and procedures of the CDA and any other applicable law.

2.8 DELIVERY OF DOCUMENTS. Within thirty (30) days of execution of this Agreement by all parties hereto and to the extent available, the Company shall deliver to the Town Representatives copies of any and all development plans, surveys, reports and studies which must be reviewed by the Town Representatives in accordance with the issuance of any approvals for the Company's development projects. The Company shall continue to deliver such documents to the Town's Representatives during the course of this Agreement as such documents become available and/or necessary.

ARTICLE 3

THE INTENTIONS AND OBLIGATIONS OF THE MUNICIPAL ENTITIES

3.1 DELIVERY OF DOCUMENTS. Upon execution of this Agreement and to the extent not already provided to the Company, the Municipal Entities shall provide the Company with copies of any and all Urban Renewal Plans or proposed amendments to the existing Urban Renewal Plan, together with a copy of the 2003 Master Plan and any environmental studies generated in connection with that Plan. The Municipal Entities shall also provide copies of such plans and other information regarding the existing infrastructure within the EMSURA as may be necessary for the Company to design the Project or any Potential Projects, and such other

information, documents, surveys, plans and studies as may be reasonably requested by the Company.

3.2 DESIGNATION OF COMPANY AS QUALIFIED AND ELIGIBLE SPONSOR. Upon receipt of the required submissions by the Company, including HUD Form 6004 and the Company's compliance with all rules and regulations of the CDA, the CDA shall, pursuant to its adopted policies and procedures, promptly determine if, and notify the Company whether, it has been designated as the Qualified and Eligible Sponsor for the Project referenced in Article 2 above.

3.3 LAND DISPOSITION AGREEMENTS ("LDA") OR DEVELOPMENT LEASES. After the Company's designation as Qualified and Eligible Sponsor, the CDA and the Company shall immediately begin negotiations on one or more Land Disposition Agreements or, if appropriate, Development Leases, which shall set forth the terms and conditions, including purchase price or rent, for any properties to be conveyed by any of the Municipal Entities to the Company for redevelopment within the EMSURA. In the event the parties have not been able to negotiate and execute an LDA or Development Lease within one hundred twenty (120) days of the execution of this Agreement, either party may terminate this agreement upon thirty (30) days' written notice to the other.

3.4 SELECTION OF REPRESENTATIVES FOR MUNICIPAL ENTITIES. Upon the execution of this Agreement by the Municipal Entities and the receipt of the initial \$100,000.00 payment by the Company specified in Article 2.4 above, the Municipal Entities

shall designate and retain one or more qualified consultants, including special counsel, to assist the Municipal Entities and the Company with implementation of the matters addressed in this Agreement ("Town Representatives").

3.5 **SEORA REVIEW.** Upon the execution of this Agreement and the selection of the Town's Representatives, the Municipal Entities shall initiate such supplemental environmental reviews as the Town's Representatives and the Municipal Entities determine are necessary to implement any future redevelopment within the EMSURA, including the Project and Potential Projects to the extent they have been identified and defined.

3.6 **URBAN RENEWAL PLAN.** Upon the execution of this Agreement and the selection of its Representatives, the CDA and other appropriate Municipal Entities shall review the existing Urban Renewal Plan and, if appropriate, amend, update or restate the Urban Renewal Plan so that it is consistent with the recently completed Master Plan, as that Plan applies to the EMSURA, as well as with any zoning amendments which have been enacted by the Town Board, to meet the goals and objectives of the EMSURA. It is the intention of the Municipal Entities that the amendment, updating or restatement of the Urban Renewal Plan shall provide the Municipal Entities with all of the benefits afforded by the Urban Renewal Law including, but not limited to, the authority set forth in General Municipal Law ("GML") §§503(h) and 507.

3.7 **FINANCING.** The Municipal Entities shall assist the Master Developer and the Qualified and Eligible Sponsor, to the extent feasible and necessary in securing Tax Incentive Financing ("TIF"), Empire Zone designation or other public benefits to promote and facilitate the

redevelopment of the EMSURA. It is expressly understood and agreed that in the event the Master Developer and the Qualified and Eligible Sponsor seek IDA or Empire Zone entitlements, they will limit their application to the Empire Zone real property tax credits and do not intend to seek the abatement of any real property taxes.

3.8 PARKING. Upon the execution of this Agreement, the Municipal Entities shall initiate such measures as may be necessary to construct parking within the EMSURA to support the redevelopment of the EMSURA. The Municipal Entities agree to allocate a portion of the spaces located within the parking Atrium to be constructed behind the Woolworth Building for exclusive use by the Company in connection with the Project, based upon the Company's agreement to pay the proportionate cost of ultimate debt service for said parking Atrium. The Town intends, subject to reaching mutually satisfactory agreement in an LDA, to appoint the Company as coordinator for parking construction subject to the Municipal Entities' review and approval of specifications and costs.

3.9 INFRASTRUCTURE IMPROVEMENTS. Upon completion of any supplemental environmental studies which are initiated by the Municipal Entities, and consistent with the timing of the Project and any Potential Projects, the Municipal Entities shall initiate such measures as may be necessary to implement improvements to the existing infrastructure within the EMSURA to support the redevelopment of the EMSURA. These improvements may include, but are not limited to, sewer, water, lighting, park and recreation, road and signal improvements. The infrastructure improvements to be implemented by the Municipal Entities

shall not include any infrastructure or site improvements necessitated by, or for the sole benefit of the Project or any Potential Project, or any mitigation measures required solely for the Project or any Potential Project. For those infrastructure improvements and mitigation measures that benefits others as well as the Company, the Company will pay for its proportionate share of costs of such items as shall be determined by the Municipal Entities.

3.10 COOPERATION ON FUTURE DEVELOPMENTS. The Municipal Entities shall encourage and facilitate the Company's acquisition of additional properties within the EMSURA, as Master Developer or Qualified and Eligible Sponsor, for development consistent with the Urban Renewal Plan, including any future amendments, modifications or restatements of that Plan, in the manner set forth in Article 7.1.b. below, and pursuant to applicable State law.

ARTICLE 4

SEQRA REVIEW FOR REDEVELOPMENT OF THE EMSURA

4.1 GEIS FOR MASTER PLAN. In support of the Master Plan, the Town Board, as lead agency pursuant to the State Environmental Quality Review Act ("SEQRA"), caused to be prepared a Draft Generic Environmental Impact Statement ("GEIS"), and Final GEIS dated October 21, 2003, and the required Findings Statement.

4.2 2004 ZONING AMENDMENTS. Upon completion of the Master Plan and the Findings Statement for the GEIS, in 2004 the Town Board adopted amendments to the Town's zoning ordinance to implement the objectives of the Master Plan. Among those amendments was

the creation of the "DC-1" zone, which includes all of the property also referred to as the EMSURA.

4.3 NEED FOR A GEIS FOR THE EMSURA. Redevelopment of the EMSURA, which contains downtown Riverhead's central business district and the most developed portion of the Peconic River Waterfront, requires careful, coordinated planning to mitigate potential environmental impacts and to properly design necessary improvements to the infrastructure. The specific infrastructure improvements and the potential environmental impacts from the redevelopment of the EMSURA should be further evaluated before individual redevelopment projects within the EMSURA can proceed. Accordingly, the Municipal Entities have determined that the preparation of a GEIS for the EMSURA addressing such issues as traffic, water, sewer, lighting, parking and air quality, among others, should be undertaken to promote the orderly and efficient redevelopment of the EMSURA. The scope of the EMSURA GEIS shall encompass, but not necessarily be limited to, the potential impacts identified as a result of the Project or any Potential Projects.

4.4 COST OF GEIS.

a. The cost of preparing the GEIS for the EMSURA shall be apportioned among the developers of projects within the EMSURA, based upon the relative square footage of each such development project. Projects for which applications are not submitted until after the completion of the GEIS, but which are submitted within three (3) years from its completion, shall be assessed their pro rata share of the cost of the GEIS. The Town will not include any

development projects applications that are submitted to the Town or its agencies after the expiration of six (6) months after the initial scope of the GEIS is approved by the Town.

b. The Town shall create a special fund for the cost of preparing the the GEIS for the EMSURA. In consideration of this Agreement, the Company agrees to make an initial deposit of \$100,000.00 into this fund within 10 (ten) days after its designation as Qualified and Eligible Sponsor by the CDA, which sum is to be applied towards the costs of completing the GEIS. This contribution is in addition to the initial payment of ^{75,000.00} ~~\$100,000.00~~ to be made by the Company pursuant to Article 2.4. The Company agrees to make such additional payments as may be necessary to complete the GEIS, up to and including the adoption of a Findings Statement by the Lead Agency, upon submission of appropriate documentation for such costs by the Municipal Entities to the Company. The Company's agreement to fund the cost of the GEIS is subject to reimbursement as provided in Article 4.4 c. below.

c. The Municipal Entities shall assess other proposed projects within the EMSURA for their pro rata share of the GEIS. Reimbursements shall be made to the Company, as appropriate, to the extent the Company has exceeded its pro rata share of the cost of the GEIS.

4.5 SITE-SPECIFIC ENVIRONMENTAL REVIEWS. Upon completion of the GEIS, the Municipal Entities and their representatives will determine, on a project-by-project basis, whether the impacts of any particular proposed development have been adequately addressed by the GEIS, or whether project-specific supplemental environmental reviews will be

required. To the extent any proposed development projects within the EMSURA wish to proceed prior to the completion of the GEIS, their potential impacts, and the need for project-specific environmental impact statements will be determined on a project-by-project basis.

ARTICLE 5

INFRASTRUCTURE IMPROVEMENTS

5.1 PROPOSED IMPROVEMENTS. The Municipal Entities recognize that the successful residential, commercial, retail and recreational redevelopment of the EMSURA will require improvements to that area's infrastructure. These improvements are likely to include a parking garage; possible expansion of the sewer system, including the collection system; park and recreational space; potential road reconfiguration and signal improvements; enhancements to the water supply and lighting. These infrastructure improvements are in addition to any on-site or off-site infrastructure improvements or mitigation measures which are required for the Project or any Potential Project. The Town will consider using the Company as the coordinator for the construction of infrastructure improvements and parking, other than sewer and water required by the Project, subject to reaching a mutually satisfactory agreement in an LDA and further subject to ^{the} Municipal Entities' review and approval of specifications and costs.

5.2 PARKING.

a. The Municipal Entities contemplate the construction of an approximately 1,100 car parking garage on the north side of Main Street west of East Avenue, on a portion of the land currently owned by the Town of Riverhead Parking District #1 adjacent to the Woolworth Parcel. Upon the execution of this Agreement, the Municipal Entities shall immediately undertake such steps as may be necessary to secure the most expeditious construction of the proposed parking garage so that such parking is available for use by the Master Developer and the Qualified and Eligible Sponsor upon the completion of the Project.

b. It is currently contemplated that the capital cost of the parking garage will be funded by the Municipal Entities with: (i) Public Funding in the form of federal, state and other grants and/or subsidies, without direct cost (other than in connection with TIF programs) to the Municipal Entities or the Company; (ii) the sale of property by the Parking District or other Municipal Entity for redevelopment; and (iii) with respect to public parking facilities, the proceeds of bonds issued by the Municipal Entities.

c. It is the intent of the Parking District that the cost of constructing the parking garage shall ultimately be borne by the owners of property within the Parking District in the form of special assessments and/or user fees. The Company shall have the right to request an allocation of specific portions of the parking garage to the Company for its dedicated use, based upon its agreement to bear a proportionate share of the ultimate debt service. The parties contemplate utilizing "Tax Increment Financing", whether under the New York State Municipal

Redevelopment Law or the New York State Empire Zones Act (or both) ("TIF") as one of the sources of funding to pay the costs of the parking garage. Upon presentation of this Agreement for review by Town Board, appropriate resolutions shall be offered for consideration by the Town Board to establish TIF in the EMSURA. Federal, State and other governmental and public grants and/or subsidies and TIF are collectively referred to herein as the "Public Funding."

5.3 OTHER INFRASTRUCTURE IMPROVEMENTS.

a. Upon completion of the GEIS for the EMSURA, the Municipal Entities shall immediately undertake such planning or additional studies as may be necessary to design, finance and construct the additional infrastructure needed to support redevelopment of the EMSURA. The infrastructure improvements to be implemented by the Municipal Entities shall not include any infrastructure or on-site improvements necessitated solely by, or solely for the benefit of, the Project or any Potential Project, or any mitigation measures required solely for the Project or any Potential Project as a result of any SEQRA or planning review. For those infrastructure improvements and mitigation measures that benefit others as well as the Company, the Company will pay for its proportionate share of the costs of such items as shall be determined by the Municipal Entities.

b. The Municipal Entities agree that, if appropriate, additional special purpose or special improvement districts will be created within the EMSURA to facilitate the construction of and payment for these improvements, with the repayment of such costs to be made by the owners of property within the EMSURA on an equitable basis.

It is the intention of the Municipal Entities that infrastructure improvements which are for the benefit of the public as a whole will be paid for by the Municipal Entities. The Company shall bear the expense of any and all infrastructure improvements or mitigation measures, necessitated solely by the Project or any Potential Project.

ARTICLE 6

SELECTION OF THE TOWN REPRESENTATIVES AND COMPANY'S PAYMENT OF FEES AND COSTS

6.1 TOWN REPRESENTATIVES. The Municipal Entities have selected, or intend to select planning, engineering and environmental consultants in the Town's sole discretion to assist in the implementation of this Agreement, project specific agreements, LDA's, Development Leases, the GEIS for the EMSURA, any updated or restated Urban Renewal Agreements and any work related to these or other studies or agreements for the implementation of the Urban Renewal Plan. The Town has also retained Special Counsel in connection with the negotiation of this Agreement all subsequent agreements between the Company and the Town, CDA, Parking District and IDA, and all matters referenced in this Article. These professionals are, collectively, the Town's Representatives.

6.2 SCOPE OF WORK. The Town Representatives' tasks shall include, but shall not be limited to the following:

- a. Assist the Town and CDA in the review and designation of the Master Developer and Qualified and Eligible Sponsors;
- b. Preparation of the GEIS for the EMSURA;
- c. Preparation of updates, amendments or restatement of the Urban Renewal Plan;
- d. Perform project specific review of redevelopment plans;
- e. Develop proposals for rezoning, if necessary, to reconcile redevelopment of EMSURA with Master Plan;
- f. Assist Municipal Entities and the Company in the acquisition of future properties within EMSURA.

6.3 GEIS FOR THE EMSURA AND UPDATE OF THE URBAN RENEWAL PLAN.

a. As specified in Article 4.4 b, above, the Company agrees to make an initial payment to the Town in the sum of \$100,000.00, to be applied towards the preparation of the GEIS for the EMSURA and the update of the Urban Renewal Plan. The Town's Representatives estimate the cost of preparing the GEIS, up to and including the adoption of a Findings Statement by the Lead Agency, and update of the Urban Renewal Plan will be \$300,000. This cost is subject to revision once a GEIS scoping document has been accepted by the Lead Agency.

b. The Municipal Entities shall provide revised estimates of the cost of the GEIS and Urban Renewal Plan update within thirty (30) days of the acceptance of the GEIS scoping document. The actual cost of the GEIS and Urban Renewal Plan update shall be determined upon their completion. The Company agrees to reimburse the Municipal Entities for all reasonable and documented costs incurred by the Town's Representatives within thirty (30) days of the submission of monthly invoices to the Company by the Municipal Entities.

c. Notwithstanding the Company's agreement to reimburse the Municipal Entities for the cost of the GEIS and Urban Renewal Plan update as provided herein, the cost of the GEIS and Urban Renewal Plan update shall be equitably apportioned among all development projects which are currently pending or which are proposed for development within the EMSURA within three (3) years of completion of the GEIS. A reasonable allocation shall be made in the sole discretion of the Municipal Entity, and shall take into account such factors as size of the proposed project, need for infrastructure improvements related to the proposed project, and similar factors.

6.4 PAYMENT OF COSTS OTHER THAN FOR THE URBAN RENEWAL PLAN UPDATE AND GEIS FOR THE EMSURA BY THE COMPANY.

a. In addition to the payment to be made pursuant to Article 6.3 above, the Company shall remit to the Town, or the CDA if so designated by the Town, the sum of \$75,000.00 as an initial payment for all other reasonable and necessary professional fees and expenses incurred by the Municipal Entities for work to be performed by the Town

Representatives pursuant to the provisions of this Agreement and which are related to the Project. The Company shall reimburse the Town for all such costs and expenses of the Town's Representatives as they are incurred, up to \$250,000 (the "Cap"), based on monthly invoices.

b. Professional fees and expenses incurred by the Town's Representatives for Potential Projects of the Company beyond those which comprise the Project, and any and all costs, including legal costs, associated with or incurred by the IDA in connection with the Project, shall not be subject to or included within the limitations set forth in ~~this~~ subparagraph a. above. As such Potential Projects are proposed by the Company, the parties hereto shall agree on any necessary and reasonable adjustment to the Cap as a condition to the review of any Potential Project by the Municipal Entities. Company shall be liable for such further reimbursement to the Town.

6.5 PROJECT SPECIFIC COSTS. In addition to the payments to be made pursuant to Articles 6.3 and 6.4 above, the Company agrees to promptly reimburse the Town or CDA for the necessary and reasonable cost to be incurred by the Town or CDA or the Town's Representatives in connection with specific approvals of the Company's projects, such as review of site or engineering plans, which may be required by the Municipal Entities, the Planning Board or Zoning Board of Appeals.

6.6 OTHER COSTS AND FEES. As provided in Article 7.1.b. below, the Company also agrees to promptly pay or reimburse the Municipal Entities for all costs, fees and expenses in connection with the acquisition and disposition of any property by the Municipal

Entities to the extent such property acquisition is requested and incorporated by the Company in Potential Projects.

6.7 **TERMINATION BY THE COMPANY.** After the expiration of six (6) months from the date of execution of this Agreement by the Municipal Entities, the Company may decide to discontinue the Project and may terminate this Agreement upon not less than thirty (30) days' written notice to the Municipal Entities,

ARTICLE 7

TRANSFER OF PROPERTY

7.1 **PROJECT SPECIFIC AGREEMENT.**

a. The parties acknowledge that upon designation of the Company as a Qualified and Eligible Sponsor and the acceptance of the Company's Preliminary Development Proposal as an Urban Renewal Project by the CDA pursuant to Article 2.2, the CDA or other appropriate Municipal Entity shall begin good faith negotiations of such project-specific agreement(s) for the transfer of such property to the Company or its designee, subject to the provisions of Article 2.7(b) above, by means of an LDA or Development Lease. The purchase price, or rent, as the case may be, to be paid by the Company and all other essential terms and conditions of the disposition and transfer of any property to be conveyed to the Company shall be set forth in detail in the project specific agreement. It is the intent of the parties hereto that

each Project Specific Agreement, Development Lease and LDA will meet the requirements of GML Section 507 (2)(d) and shall be subject to approval by the appropriate Municipal Entity.

b. As provided in Article 2.3 above, the Company intends to make application to the Municipal Entities for conceptual approval for one or more Potential Projects that may include real property not owned by the Company at the time of its application. In the event the appropriate Municipal Entity(ies) approve the conceptual plan and the Company, after using commercially reasonable efforts to acquire such land at fair market value, is unable to do so, then upon request of the Company, the appropriate Municipal Entity shall use its best efforts to acquire such property as may be necessary to complete the Potential Project. The Company shall be responsible for all costs of acquisition incurred by the Municipal Entity, including all legal and other professional fees and costs, and shall pay all such costs when required by the Municipal Entity or by law. Upon acquisition by the Municipal Entity, such property shall become the subject of a Project-Specific Agreement, LDA or Development Lease, and shall be conveyed or leased to the Company or its designee in accordance with such project-specific Agreement, LDA, or Development Lease.

7.2 **PURCHASE PRICE.** The lease or purchase payments made by the Company to any Municipal Entity for any property sold or leased to the Company pursuant to any Project-Specific Agreement shall be determined by an appraisal of the land and any existing improvements based upon the fair market value of the approved final development plan of the site to be transferred. In making the determination of fair market value, the appraisal shall

assume that all off-site infrastructure improvements have been completed and in place, but shall not include the cost of any project-specific infrastructure improvements or mitigation measures paid for by the Company. The specific appraisal process, as well as the method of calculating the purchase price or lease payments, shall be provided in the LDA or Development Lease for the Project or any Potential Project.

7.3 **DEVELOPMENT LEASES.** The Company intends to request the participation of the Town of Riverhead Industrial Development Agency (“IDA”) in the sale-leaseback of the eligible sites acquired by the Company for redevelopment. In the event that the IDA participates in the process, Company may take advantage of all tax credits and other benefits that accrue for such an arrangement; the Company does not intend to seek the abatement of any special district taxes or real estate taxes. The IDA leases shall contain such terms and conditions as are necessarily required to accommodate the Company’s leasehold financing. Such IDA leases and other leases of real property from any of the Municipal Entities are hereinafter referred to as “Development Leases”.

7.4 **ACQUISITION OF PROPERTY ALREADY OWNED BY THE TOWN.** With ^{and notwithstanding the provisions of Article 6.6,} respect to property that the Town already owns, the Town will pay all of its own closing costs and fees on the sale of such property to the Company.

ARTICLE 8

MISCELLANEOUS

8.1 NON-BINDING EFFECT. This Agreement sets forth the parties' mutual understandings as of the date of this Agreement and the Company's rights to the Project or any Potential Projects shall be limited to the rights expressly set forth herein. No property interests or development rights shall arise for the benefit of the Company until approval and full execution of a respective Project Specific Agreement by the appropriate Municipal Entity(ies) in accordance with applicable law and the terms and provisions of this Agreement. Neither this Agreement nor any Project-Specific Agreement shall constitute authority or approval for the construction of the Project or any Potential Projects until any and all municipal reviews required by such Project-Specific Agreement have been completed by the appropriate Municipal Entity(ies) in accordance with applicable law and this Agreement.

8.2 EXCLUSIVITY. During the Term of this Agreement, provided the Company is not in material default under any LDA or Development Lease beyond any and all applicable notice and grace periods, and further provided that the Company is qualified under the applicable provisions of the General Municipal Law as a Qualified and Eligible Sponsor, the Municipal Entities will not: (i) designate any person, firm or entity, other than the Company, as a Qualified and Eligible Sponsor or Master Developer for the redevelopment of any projects in the EMSURA (ii) approve any project which is proposed by an owner of property within the

EMSURA, which is inconsistent with the Urban Renewal Plan, as that Plan may be amended, modified or restated, or which fails to comply with the Findings of the GEIS. The Municipal Entities expressly reserve their right to determine that certain projects need not be subject to the GEIS for the EMSURA and therefore may proceed prior to its completion. The Municipal Entities shall utilize the provisions of General Municipal Law (GML) Section 503(h) and/or impose such other limitations not in excess of three (3) years, if available.

8.3 TERM. The Term of this Agreement shall be from the date of execution through three (3) years from the adoption of a new Urban Renewal Plan for the EMSURA, or modifications to the existing Urban Renewal Plan, with the Company having the right to renew the Agreement for two successive three (3) year periods, provided that:

a. The Company is not in default under any LDA or Development Lease beyond any and all applicable notice and grace periods; and

b. The Company is qualified at the time of renewal under the applicable provisions of the General Municipal Law, as a Qualified and Eligible Sponsor.

Notwithstanding the aforesaid, in the event the parties have not been able to negotiate and execute an LDA or Development Lease within one hundred twenty (120) days of the execution of this Agreement, either party may terminate this Agreement upon thirty (30) days' written notice to the other.

8.4 VENUE. Any action or proceeding to enforce any provision of this Agreement shall be commenced in Supreme Court, Suffolk County.

TOWN OF RIVERHEAD COMMUNITY
DEVELOPMENT AGENCY

By: _____

TOWN OF RIVERHEAD

By: _____

TOWN OF RIVERHEAD PARKING
DISTRICT #1

By: _____

RIVERHEAD RENAISSANCE LLC

By: _____

7/18/06

Town of Riverhead
Community Development Agency
Resolution # 7

Adopted

Authorizes Newmark Knight Frank to Prepare a Request for Proposals for the Newly Rezoned Light Industrial Zoning Use District and Proposed Office Complex Zoning Use District at the CDA Property at EPCAL

COUNCILWOMAN BLASS offered the following resolution, which was

seconded by COUNCILMAN DENSIESKI

WHEREAS, the Town Board determined, as the result of an economic analysis of lands available for industrial and office use in Suffolk County, to proceed with the rezoning of approximately 450 acres of lands within the Planned Recreational Park district to a Light Industrial Zoning Use District and approximately 150 acres of lands within the Planned Recreational Park district to a Calverton Office Zoning Use District in order to respond to demands for such uses while increasing the value of the property, stimulating job creation and tax base for the Town of Riverhead; and

WHEREAS, on June 6, 2006 the Town Board adopted the Light Industrial Zoning Use District to include lands east of the existing 10,000 foot runway; and

WHEREAS, a hearing was held on the Calverton Office Zoning Use District on July 18, 2006; and

WHEREAS, on May 24, 2006 the CDA Board authorized the Chairman to execute an agreement with the firm of Newmark Knight Frank; and

WHEREAS, the firm has offered to prepare a **Request for Proposals** for the Light Industrial District and the Calverton Office District at no cost to the Town of Riverhead.

THEREFORE, BE IT RESOLVED, that the Town Board in its capacity as the CDA Board, representing the ownership of the subject property does hereby authorize the firm Newmark Knight Frank to develop a Request for Proposals for both the area included in the Light Industrial District as well as the area contemplated to be included in the Calverton Office District for review by the CDA within thirty days; and

BE IT FURTHER RESOLVED, that the Town Clerk shall provide a certified copy of this resolution to Jack O'Connor, Newmark Knight Frank, 201 North Service Road, Suite 100, Melville, NY 11747 and copies to the Planning Director, Town Attorney and CDA Director.

THE VOTE

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

absent

THE RESOLUTION WAS WAS NOT THEREFORE DULY ADOPTED

Adopted

7/18/06

Town of Riverhead

Community Development Agency

Resolution # 8

AUTHORIZES EXECUTION OF AGREEMENT WITH THE SUFFOLK COUNTY DEPARTMENT OF ECONOMIC DEVELOPMENT FOR ADMINISTRATION OF THE EMPIRE ZONE PROGRAM

COUNCILMAN DENSIESKI offered the following resolution, which

was seconded by COUNCILMAN DUNLEAVY.

WHEREAS, the Town of Riverhead and the County of Suffolk have entered into an agreement for the purpose of providing financial support to assist the Town of Riverhead in administration of the Empire Zone; and

WHEREAS, the term of the agreement was from October 2, 2000 through December 31, 2005; and

WHEREAS, the parties desire to extend the prior agreement for the fiscal year 2006.

THEREFORE, BE IT RESOLVED, that the Chairman is hereby authorized to execute the attached agreement through December 31, 2006 with the County of Suffolk for funds in the amount of \$29,000 for 2006; and

BE IT FURTHER RESOLVED, that the Town Clerk is hereby directed to forward this resolution to Andrea Lohneiss, CDA Director, the Office of Accounting, Dawn Thomas, Town Attorney, and Tracy Stark, EZ Coordinator.

DUNLEAVY YES ___ NO BARTUNEK ___ YES ___ NO ABSENT
BLASS YES ___ NO DENSIESKI YES ___ NO
CARDINALE YES ___ NO

THIS RESOLUTION IS ___ IS NOT
DECLARED DULY ADOPTED



TOWN OF RIVERHEAD

Community Development Agency

200 HOWELL AVENUE, RIVERHEAD, NEW YORK 11901

(631) 727-3200, Ext. 287

Fax (631) 727-5772

Andrea Lohneiss, Director, Secretary-Treasurer

Phil Cardinale, Chairperson

Barbara Blass, Member

George Barturiek, Member

Edward Densieski, Member

Johns Dunleavy, Member

MEMORANDUM

TO: Dawn Thomas
FROM: Andrea Lohneiss
RE: EZ Contracts – Suffolk County 2006
DATE: June 30, 2006

The attached contracts from Suffolk County for the 2006 contribution to the administration of the Empire Zone program have been located but appear not to yet have been reviewed by your office. I will prepare a CDA resolution for the July 18 meeting in anticipation of your review.

Sixth Amendment of Agreement

This is the Sixth Amendment of an Agreement, last dated October 2, 2000, (Agreement) between the County of Suffolk (County), a municipal corporation of the State of New York, having its principal office at the County Center, Riverhead, New York 11901, acting through its duly constituted Department of Economic Development and Workforce Housing (Department) located at H. Lee Dennison Building, 100 Veterans Memorial Highway, P.O. Box 6100, Hauppauge, New York 11788-0099, and Town of Riverhead Community Development Agency (Contractor), a municipal corporation of the State of New York, having its principal place of business at 200 Howell Avenue, Riverhead, New York, 11901

The parties hereto desire to modify the Agreement by extending the term of Agreement to December 31, 2006 to coincide with the County fiscal year, increasing the Total Cost of Agreement to provide funding for the period January 1, 2006 through December 31, 2006 (2006 Budget Period) and amending other provisions to comply with current County standards. Sufficient funding exists in the 2006 Suffolk County Operating Budget.

Term of Agreement: Shall be October 2, 2000 through December 31, 2006

Total Cost of Agreement: Shall not exceed \$179,000 (of which \$29,000.00 is for the 2006 Budget Period]

Terms and Conditions: Shall be as set forth in Exhibit A-6

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

**Town of Riverhead
Community Development Agency**

By: _____
Phil Cardinale
Chairman

Fed. Taxpayer ID #: 11-6001935

Date: _____

Approved as to Legality:

**Christine Malafi
Suffolk County Attorney**

By: _____ Date
Samantha N. McEachin
Assistant County Attorney

County of Suffolk

By: _____
Paul Sabatino II
Chief Deputy County Executive

Date: _____

**Approved:
Department of Economic Development &
Workforce Housing**

By: _____
Carolyn E. Fahey
Intergovernmental Relations Coordinator

Date: _____

Exhibit A-6

Whereas, the County and Contractor have entered into an Agreement (Law No.04-ED-002) last dated October 2, 2000, for a term from October 2, 2000 through July 31, 2004 for the purpose of providing financial support to assist the Calverton Enterprise Park Economic Development Zone Administrative Board; and

Whereas, the County and Contractor have entered into a First Amendment of Agreement (Law No. 04-ED-002A) increasing the Total Cost of the Agreement by an additional \$ \$23,000; and

Whereas, the County and Contractor have entered into a Second Amendment of Agreement (Law No. 04-ED-002B) increasing the Total Cost of the Agreement by an additional \$23,000; and

Whereas, the County and Contractor have entered into a Third Amendment of Agreement (Law No. 04-ED-002C) increasing the Total Cost of Agreement by \$23,000 for the 2003 Budget Period, adding the Suffolk County Legislative Requirements for Contracts and amending other provisions as necessary; and

Whereas, the County and Contractor have entered into a Fourth Amendment of Agreement (Law No. 04-ED-002D) increasing the Total Cost of Agreement by \$29,000 for the 2004 Budget Period, adding the Suffolk County Legislative Requirements for Contracts and amending other provisions as necessary; and

Whereas, the County and Contractor have entered into a Fifth Amendment of Agreement (Law No. 04-ED-002E) increasing the Total Cost of Agreement by \$29,000 for the 2005 Budget Period, adding the Suffolk County Legislative Requirements for Contracts and amending other provisions as necessary; and

Whereas, the parties hereto desire to modify the Agreement and First, Second, Third, Fourth and Fifth Amendments of Agreement by extending the term of Agreement to December 31, 2006 to coincide with the County fiscal year, increasing the Total Cost of Agreement by \$29,000 for the period January 1, 2006 through December 31, 2006 (2006 Budget Period) and amending other provisions as set forth below;

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

1. Total Cost of Agreement:

The Total Cost of Agreement \$179,000.00 is comprised as follows:

- a. \$23,000.00 for October 2, 2000 through December 31, 2000.
- b. \$23,000.00 for January 1, 2001 through December 31, 2001.
- c. \$23,000.00 for January 1, 2002 through December 31, 2002.
- d. \$23,000.00 for January 1, 2003 through December 31, 2003.
- d. \$29,000.00 for January 1, 2004 through December 31, 2004.
- e. \$29,000.00 for January 1, 2005 through December 31, 2005.
- f. \$29,000.00 for January 1, 2006 through December 31, 2006

2. Funding For Year 2006:

Contractor agrees that the funding for year 2006 is subject to the amount of funds appropriated and any subsequent modifications thereof by the Suffolk County Legislature, and no liability shall be in-

curring by the County under this Agreement for the 2006 Budget Period beyond the amount of funds appropriated by the Legislature for that period and for the program covered by this Agreement.

3. Payments Contingent upon State Funding

Payments under this Agreement are subject to and contingent upon continued funding by the State of New York. If, for any reason, the amount of such funding to the County is reduced or 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 the Department; 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 such funding is available to the Department for payment of such costs; and provided, further, that the Department shall give the Contractor not less than 30 days' prior written notice of such termination or reduction of funding.

The Contractor now agrees to the following amended provisions and added provisions which comply with current County standards as follows:

4. Indemnification

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

5. Governing Law

This Agreement shall be governed by and construed in accordance the laws of the State of New York, without regard to conflict of laws. Venues shall be designated in Suffolk County, New York or the United States District Court for the Eastern District of New York.

6. Force Majeure

Neither party shall be held responsible for any delay or failure in performance hereunder to the extent such delay or failure is caused by fire, flood, explosion, war, strike, embargo, civil or military authority, act of God, act or omission of carriers, power failure or similar causes beyond its control ("force majeure conditions"). If any force majeure condition occurs, the party delayed or unable to perform shall give immediate notice to the other party.

7. **Addresses for Notices, Claims and Reports**

a. **Notices, Relating to Payments, Reports or Other Submissions.**

Any communication, notice, claim for payment, report, or other submission necessary or required to be made by the parties regarding this Agreement shall be in writing and shall be given to the County or the Contractor or their designated representative at the following addresses or at such other address that may be specified in writing by the parties and must be delivered as follows:

For the Department:

*By Registered or Certified Mail in Postpaid Envelope or by
Nationally Recognized Courier Service*

Suffolk County Department of Economic Development and Workforce Housing
H. Lee Dennison Bldg.
100 Veteran's Memorial Highway
2nd Floor
Hauppauge, NY 11788.
Attn. Jim Morgo, Commissioner

and

For the Contractor:

*By Registered or Certified Mail in Postpaid Envelope or by
Nationally Recognized Courier Service*

At the address set forth on page one of this Agreement, attention of the person who executed this Agreement or such other designee as the parties may agree in writing.

b. **Notices Relating to Insurance**

Any communication, notice or other submission regarding insurance requirements under this Agreement shall be in writing and shall be given to the County or the Contractor or their designated representative at the following addresses or at such other addresses that may be specified in writing by the parties and must be delivered as follows:

For the Department:

*By Registered or Certified Mail in Postpaid Envelope or by
Nationally Recognized Courier Service*

Suffolk County Department of Economic Development and Workforce Housing
H. Lee Dennison Bldg.
100 Veteran's Memorial Highway

2nd Floor
Hauppauge, NY 11788.
Attn. Jim Morgo, Commissioner

and

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

and

For the Contractor:

*By Registered or Certified Mail in Postpaid Envelope or by
Nationally Recognized Courier Service*

At the address set forth on page one of this Agreement, attention of the person who executed this Agreement or such other designee as the parties may agree in writing.

c. Notices Relating to Indemnification and Termination

Any communication or notice regarding indemnification or termination shall be in writing and shall be given to the County or the Contractor or their designated representative at the following addresses or at such other addresses that may be specified in writing by the parties and must be delivered as follows:

For the County:

*By Registered or Certified Mail in Postpaid Envelope or by
Nationally Recognized Courier Service*

Suffolk County Department of Economic Development and Workforce Housing
H. Lee Dennison Bldg.
100 Veteran's Memorial Highway
2nd Floor
Hauppauge, NY 11788.
Attn. Jim Morgo, Commissioner

and

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

Hauppauge, New York 11788

and

For the Contractor:

***By Registered or Certified Mail in Postpaid Envelope or by
Nationally Recognized Courier Service***

At the address set forth on page one of this Agreement, attention of the person who executed this Agreement or such other designee as the parties may agree in writing.

d. Notices sent under paragraphs a, b, and, c above shall be deemed to have been duly given (i) if mailed by registered or certified mail, upon the seventh business day after the mailing thereof; or (ii) if by nationally recognized overnight courier service, upon the first business day subsequent to the transmittal thereof.

e. Each party shall give prompt written notice to the other party of the appointment of successor(s) to the designated contact person(s) or his or her designated successor(s).

f. Notices Relating to Litigation

i. Any notice by either party to the other with respect to the commencement of any lawsuit or legal proceeding against the other, shall be effected pursuant to and governed by the New York State Civil Practice Law and Rules or the Federal Rules of Civil Procedure, as applicable.

ii. In the event the Contractor receives a notice or claim or becomes a party (plaintiff, petitioner, defendant, respondent, third party complainant, third part defendant) to a lawsuit or any legal proceeding related to this Agreement, the Contractor shall immediately forward to the County Attorney, at the addresses set forth in subparagraph b above, copies of all papers filed by or against the Contractor. Notices shall be as provided in paragraph (c) above.

9. Conflicts of Interest

a. The Contractor agrees that it will not during the term of this Agreement engage in any activity that is contrary to and/or in conflict with the goals and purposes of the County.

b. The Contractor is charged with the duty to disclose to the County the existence of any such adverse interests, whether existing or potential. This duty shall continue so long as the Contractor is retained on behalf of the County. The determination as to whether or when a con-

flict exists or may potentially exist shall ultimately be made by the County Attorney after full disclosure is obtained.

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

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

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

11. Living Wage Law

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

The Contractor represents and warrants that it has read and shall comply with the requirements of Suffolk County Code Chapter 347, Suffolk County Local Law No. 12-2001, the Living Wage Law.

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

**12. Use of County Resources to Interfere with Collective Bargaining Activities
Local Law No. 26-2003**

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

- a. The Contractor shall not use County funds to assist, promote, or deter union organizing.
- b. No County funds shall be used to reimburse the Contractor for any costs incurred to assist, promote, or deter union organizing.
- c. The County of Suffolk shall not use County funds to assist, promote, or deter union organizing.

d. No employer shall use County property to hold a meeting with employees or supervisors if the purpose of such meeting is to assist, promote, or deter union organizing.

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

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

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

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

13. 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).

14. Prohibition Against Contracting with Corporations that Reincorporate Overseas

The Contractor represents that it is in compliance with Suffolk County Administrative Code Article IV, §§A4-13 and A4-14, found in Suffolk County Local Law No. 20-2004, entitled "A Local Law To Amend Local Law No. 5-1993, To Prohibit The County of Suffolk From Contracting With Corporations That Reincorporate Overseas." Such law provides that no contract for consulting services or goods and services shall be awarded by the County to a business previously incorporated within the U.S.A. that has reincorporated outside the U.S.A.

15. Child Sexual Abuse Reporting Policy

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

16. Non Responsible Bidder

The Contractor represents and warrants that it has read and is familiar with the provisions of Suffolk County Code Chapter 143, Article II, §§143-5 through 143-9. Upon signing this Agreement the

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

17. Use of Funds in Prosecution of Civil Actions Prohibited

Pursuant to the Suffolk County Code Section §590-3, the Contractor represents that it shall not use any of the moneys received under this Agreement, either directly or indirectly, in connection with the prosecution of any civil action against the County of Suffolk or any of its programs, funded by the County, in part or in whole, in any jurisdiction or any judicial or administrative forum.

18. Certification as to Relationships

Pursuant to the Suffolk County Code Chapter 143, Article II, and Suffolk County Code §143-6(B) specifically, 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.

19. Suffolk County Local Laws

Suffolk County Local Laws, Rules and Regulations can be found on the Suffolk County web site at [www.co.suffolk](http://www.co.suffolk.ny.us)<<http://www.co.suffolk.ny.us>>. Click on "Laws of Suffolk County" under "Suffolk County Links".

- End of Text -

Suffolk County Legislative Requirements Exhibit for Contracts

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

I Suffolk County Living Wage Requirements

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

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

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

Note: The Contractor's/Vendor's Public Disclosure Statement Form SCEX 22; rev. 3/30/04,

III Union Organizing Certification/Declaration - Subject to Audit; rev. 6/05 Form LO1 (consists of 2 pages)

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

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

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

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

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

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

Forms for Completion and/or Signature (as applicable)

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

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

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

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

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

Click: Department Directory
Labor
Living Wage Law Info

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

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

SUFFOLK COUNTY DEPARTMENT OF LABOR - LIVING WAGE UNIT

NOTICE OF APPLICATION FOR COUNTY COMPENSATION (Contract)

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

To Be Completed By Applicant/ Employer/Contractor

1) NAME: _____

2) VENDOR #: _____
(If known)

3) CONTRACT ID #: _____
(If known)

4) CONTACT: _____

5) TELEPHONE #: _____

6) ADDRESS: _____

7) TERM OF CONTRACT (DATES): _____

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

9) AMOUNT: _____

10) AWARDING AGENCY: _____

11) BRIEF DESCRIPTION OF PROJECT OR SERVICE:

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

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

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

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

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

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

Section I

Check if Applicable

The *Living Wage Law* applies to this contract. I/we hereby agree to comply with all the provisions of Suffolk County Local Law No. 12-2001, the Suffolk County *Living Wage Law* (the Law) and, as such, will provide to all full, part-time or temporary employed persons who perform work or render services on or for a project, matter, contract or subcontract where this company has received compensation, from the County of Suffolk as defined in the Law (compensation) a wage rate of no less than \$9.64 (\$8.50 for child care providers) per hour worked with health benefits, as described in the Law, or otherwise \$10.98 (\$9.75 for child care providers) per hour or the rates as may be adjusted annually in accordance with the Law. (Chapter 347-3 B)

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

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

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

Section II

Check if Applicable

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

Section III

Contractor Name: Town of Riverhead Community Development Agency Federal Employer ID#: 11-6001935
Contractor Address: 200 Howell Avenue Amount of Assistance: \$29,000
Riverhead, NY 11901 Vendor #: _____

Contractor Phone #: 631-727-3200

Description of project or service: To assist the Calverton Enterprise Park Economic Development Zone Administrative Board

Section IV

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

Authorized Signature

Date

Print Name and Title of Authorized Representative

SUFFOLK COUNTY ADMINISTRATIVE CODE SECTION A5-7

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

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

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

NOTE: L.L. No. 28-1993 also provided as follows:
Section 1. Legislative Intent.

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

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

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

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

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

- (1) Hospitals.
- (2) Educational or governmental entities.

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

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

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

(3) Not-for-profit corporations.

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

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

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

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

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

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

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

1. Contractor's/Vendor's Name Town of Riverhad Community Development Agency
Address 200 Howell Avenue
City and State Riverhead, NY Zip Code 11901

2. Contracting Department's Name Economic Development/Workforce Housing
Address: H. Lee Dennison Building - 100 Veterans Memorial Highway, Hauppauge, NY
11788

3. Payee Identification or Social Security No. 11-6001935

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.) To assist the Calverton Enterprise Park Economic Development Zone Administrative Board

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: Town of Riverhead

UNIFORM CERTIFICATE OF ACKNOWLEDGMENT
(Within New York State)

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

On the ____ day of _____ in the year 2005 before me, the undersigned, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies) and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(Signature and office of individual taking acknowledgment)

SUFFOLK COUNTY DEPARTMENT OF LABOR – LABOR MEDIATION UNIT
UNION ORGANIZING CERTIFICATION/DECLARATION – SUBJECT TO AUDIT

If the following definition of "County Contractor" (Union Organizing Law Chapter 466-2) applies to the contractor's/beneficiary's business or transaction with Suffolk County, the contractor/beneficiary must complete Sections I, III, and IV below. If the following definitions do not apply, the contractor/beneficiary must complete Sections II, III and IV below. Completed forms must be submitted to the awarding agency.

County Contractor: "Any employer that receives more than \$50,000 in County funds for supplying goods or services pursuant to a written contract with the County of Suffolk or any of its agencies; pursuant to a Suffolk County grant; pursuant to a Suffolk County program; pursuant to a Suffolk County reimbursement for services provided in any calendar year; or pursuant to a subcontract with any of the above."

Section I The Union Organizing Law applies to this contract. I/we hereby agree to comply with all the provisions of Suffolk County Local Law No. 26-2003, the Suffolk County Union Organizing Law (the law) and, as such shall not use County funds to assist, promote, or deter union organizing (Chapter 466-3 A), nor seek reimbursement from the County for costs incurred to assist, promote, or deter union organizing. (Chapter 466-3 B)

Check if Applicable I/we further agree to take all action necessary to ensure that County funds are not used to assist, promote, or deter union organizing. (Chapter 466-3 H)

I/we further agree that if any expenditures or costs incurred to assist, promote, or deter union organizing are made, I/we shall maintain records sufficient to show that no County funds were used for those expenditures and, as applicable, that no reimbursement from County funds has been sought for such costs. I/we agree that such records shall be made available to the pertinent County agency or authority, the County Comptroller, or the County Department of Law upon request. (Chapter 466-3 I)

I/we further affirm to the following:

- I/we will not express to employees any false or misleading information that is intended to influence the determination of employee preferences regarding union representation;
- I/we will not coerce or intimidate employees, explicitly or implicitly, in selecting or not selecting a bargaining representative;
- I/we will not require an employee, individually or in a group, to attend a meeting or an event that is intended to influence his or her decision in selecting or not selecting a bargaining representative;
- I/we understand my/our obligation to limit disruptions caused by prerecognition labor disputes through the adoption of nonconfrontational procedures for the resolution of prerecognition labor disputes with employees engaged in the production of goods or the rendering of services for the County; and
- I/we have or will adopt any or all of the above-referenced procedures, or their functional equivalent, to ensure the efficient, timely, and quality provision of goods and services to the County. I/we shall include a list of said procedures in such certification.

I/we further agree that every County contract for the provision of services, when such services will be performed on County property, shall include a requirement that I/we adopt a reasonable access agreement, a neutrality agreement, fair communication agreement, no intimidation agreement, and a majority authorization card agreement.

I/we further agree that every County contract for the provision of human services, when such services are not to be performed on County property, shall include a requirement that I/we adopt, at the least, a neutrality agreement.

I/we understand that the efficient, timely, and nondisruptive provision of goods and services is a paramount financial interest of the County of Suffolk and as such, the County expects the potential County contractor to protect the County's financial interest by adopting nonconfrontational procedures for the orderly resolution of labor disputes, including, but not limited to, neutrality agreements, majority authorization card agreements, binding arbitration agreements, fair communication agreements, nonintimidation agreements, and reasonable access agreements.

Section II The Union Organizing Law does not apply to this contract for the following reason(s): _____

Check if
Applicable

Section III

Contractor Name: Town of Riverhead

Federal Employer ID#: 11-6001935

Contractor Address: 200 Howell Avenue

Amount of Assistance: \$29,000

Riverhead, NY 11901

Vendor #: _____

Contractor Phone #: 631-727-3200

Description of project or service: To assist the Calverton Enterprise Park Economic Development Zone Administrative Board

Section IV

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

Authorized Signature

Date

Print Name and Title of Authorized Representative

Adopted

7/18/06

TOWN OF RIVERHEAD

Resolution # 665

**RESOLUTION AND CONSENT APPROVING THE DEDICATION OF A
HIGHWAY KNOWN AS NICHOLAS WAY AND RECHARGE BASIN
(BAITING HOLLOW FARMS)**

COUNCILMAN DUNLEAVY offered the following resolution, was seconded

by COUNCILWOMAN BLASS :

At a regular meeting of the
Town Board of the Town of
Riverhead, in the County of
Suffolk, State of New York,
held at 200 Howell Avenue,
Riverhead, New York on the
18th day of July, 2006.

P R E S E N T :

Hon. Philip J. Cardinale, Supervisor
Edward Densieski, Councilperson
George Bartunek, Councilperson
Barbara Blass, Councilperson
John Dunleavy, Councilperson

_____ X

In the Matter of the Dedication of
Certain Highways in the Town of
Riverhead, County of Suffolk and
State of New York, Known as

**RESOLUTION
AND CONSENT**

NICHOLAS WAY AND RECHARGE BASIN

_____ X

WHEREAS, a certain subdivision map was filed in the Office of the Clerk of the
County of Suffolk, known as "Map of Baiting Hollow Farms", Town of Riverhead,
County of Suffolk, State of New York, filed on July 21, 2004 as Map No. 11138 in the
Office of the Clerk of Suffolk County, Riverhead, New York; and

WHEREAS, plans for the construction of various improvements to said road designated as **NICHOLAS WAY** and **RECHARGE BASIN** was submitted to the Planning Board of the Town of Riverhead; and

WHEREAS, the Town Board of the Town of Riverhead did approve a performance bond as to form, sufficiency, manner of execution and surety; and

WHEREAS, said roads, drainage systems, sumps and other improvements have been completed in accordance with the plans and specifications of the Town of Riverhead Planning Board; and

WHEREAS, the construction of the said roads, drainage systems, sumps and other improvements have met with the approval of the Superintendent of Highways of the Town of Riverhead; and

WHEREAS, a copy of the Order Laying Out Road Upon Consent of Owner(s) from the Superintendent of Highways indicating his consent is annexed hereto and made a part hereof; and

WHEREAS, a special search street dedication from Sunrise Abstract as agent for First American Title Insurance Company of New York, Title Number 622-S-1736-SS, dated March 1, 1006, has been filed with the Clerk of the Town of Riverhead, together with a deed of dedication and release affecting said roads, drainage systems, sumps and/or other improvements.

NOW THEREFORE BE IT RESOLVED, that in accordance with the provisions of Section 171 of the Highway Law of the State of New York, consent be and the same is hereby given that the Superintendent of Highways of the Town of Riverhead, make an order laying out a certain road known as **NICHOLAS WAY**, the said Town road to consist of the land and drainage basin described in the deed of dedication dated the 27th day of May, 2004 and to extend same as delineated therein; and be it further

RESOLVED, that the Town Clerk of the Town of Riverhead be and is hereby directed to forthwith cause such deed of dedication to be recorded in the Office of the Clerk of the County of Suffolk, and upon its return, to attach it hereto; and be it further

RESOLVED, that the maintenance bond received has been reviewed and approved by the Town Attorney as to form and that the Town Clerk is hereby directed to release any and all previously submitted performance bonds upon adoption of this resolution by the Town Board; and be it further

RESOLVED, that letters of intent of non-renewal/cancellation from the financial institution issuing said maintenance bond shall be sent at least 60 days prior to the renewal/cancellation date, via certified mail, to the Office of the Town Attorney, 200 Howell Avenue, Riverhead, New York, 11901; and be it further

RESOLVED, that this resolution shall take effect immediately; and be it further

RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to Peter S. Danowski, Jr., Esq., 616 Roanoke Avenue, P.O. Box 779, Riverhead, New York, 11901; Suffolk County National Bank, 137 W. Broadway, Port Jefferson, New York, 11777, Attn: Phil D. Ammirito, Senior Vice President; the Riverhead Superintendent of Highways; the Planning Board; the Planning Department; the Assessor's Office; the Tax Receiver's Office and the Town Attorney's Office.

Dated: Riverhead, New York
July 18, 2006

**TOWN BOARD OF THE
TOWN OF RIVERHEAD**

PHILIP J. CARDINALE

EDWARD DENSIESKI

~~GEORGE BARTUNEK~~ ABSENT

BARBARA BLASS

JOHN DUNLEAVY

THE VOTE

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

THE RESOLUTION WAS ___ WAS NOT
THEREFORE DULY ADOPTED

X

In the Matter of the Laying Out of Certain
Highways in the Town of Riverhead,
County of Suffolk and State of New York,
known as

**ORDER LAYING OUT
ROAD UPON CONSENT
OF OWNER(S)**

NICHOLAS WAY and RECHARGE BASIN

X

WHEREAS, application having been duly made for the laying out of certain Town highways in the Town of Riverhead, County of Suffolk, State of New York, known as **NICHOLAS WAY** for the lands through which the highways are proposed to be opened having been given and the Town Board of the Town of Riverhead having given its consent.

NOW THEREFORE, I, the Superintendent of Highways of the Town of Riverhead, County of Suffolk, State of New York, do hereby determine and order that Town highways shall be and the same are hereby laid out in said Town as more particularly described on SCHEDULE "A" annexed hereto.

Dated: Riverhead, New York
June 29, 2006



MARK KWASNA, Superintendent
Town of Riverhead Highway Department

SUNRISE ABSTRACT LLC.

DESCRIPTION

ALL that certain plot, piece or parcel of land, situate, lying and being in the Town of Riverhead, County of Suffolk and State of New York, known and designated as Nicholas Way and the Recharge Basin as shown on a certain map entitled, "Map of Baiting Hollow Farms" and filed in the Suffolk County Clerk's Office on July 21, 2004 as Map No. 11138.

July 18th, 2006

Adopted

TOWN OF RIVERHEAD

Resolution # 666

APPROVES SITE PLAN OF 941 NORTHVILLE TURNPIKE
(Leonard Rosenbaum)

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

WHEREAS, a site plan was submitted by Leonard Rosenbaum, to allow the conversion of an existing single family dwelling to a real estate office with related site improvements, upon real property located 941 Northville Turnpike, Riverhead, New York, such real property more particularly described as Suffolk County Tax Map Parcel No. 0600-84-4-26; and

WHEREAS, the Planning Department has reviewed a site plan dated June 26th, 2006, as prepared by Joseph A. Ingegno, LS and elevations dated April 25th, 2006, as prepared by James DeLucca, R.A. and has recommended to the Town Board of the Town of Riverhead that said site plan application be approved; and

WHEREAS, the application was reviewed by the Town of Riverhead Architectural Review Board and by Resolution Number 07-2006 dated July 12th, 2006 did recommend approval of said site plan application; and

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

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

WHEREAS, the site plan review fee, as required by Section 108-131 B(3) of the Code of the Town of Riverhead has been received and deposited as per Receipt Number 2006-0126 of the Office of the Financial Administrator of the Town of Riverhead; and

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

NOW, THEREFORE, BE IT

RESOLVED, that in the matter of the site plan application of 941 Northville Turnpike; the Riverhead Town Board hereby declares itself to be the Lead Agency and further determines the action to be Type II pursuant to 6NYCRR Part 617.

BE IT FURTHER

RESOLVED, that the site plan was submitted by Leonard Rosenbaum, to allow the renovation of an existing single family dwelling with related site improvements to a real estate office, upon real property located at the 941 Northville Turnpike, Riverhead, New York, such site plan prepared by Joseph A. Ingegno, L.S., dated June 26th, 2006 and elevations dated April 25th, 2006 as prepared by James DeLucca, R.A. are hereby approved by the Town Board subject to the following:

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

9. That adequate parking for the handicapped, pursuant to State and Federal law and the Code of the Town of Riverhead, shall be provided and that each handicap stall shall be designated by an individual sign erected on a stanchion stating, "No Parking, Handicap Only," and the universal symbol affixed thereto. Further, by execution and filing of this document, 941 Northville Turnpike (Leonard Rosenbaum) hereby authorizes and consents to the Town of Riverhead to enter premises at 941 Northville Turnpike, Riverhead, New York, to enforce said handicapped parking regulations;
10. That any and all landscaped and paved areas shall be regularly maintained in an orderly and professional manner and kept free of weeds and litter; and that any planters, planter boxes, window boxes or other container plantings shall likewise be maintained on a year-round basis;
11. That all new utilities shall be constructed underground if feasible;
12. That pursuant to Section 108-133(I) of the **Code of the Town of Riverhead**, the applicant, upon approval of a final site plan by this resolution and prior to the issuance of a land clearing and/or building permit, shall post a performance bond or other equivalent security. The performance bond or other equivalent security assures the performance of all the conditions of the building permit in accordance with the site plan approval. The Supervisor, upon approval from the Town Attorney as to form, is hereby authorized to accept said performance bond or other security, which shall be filed with the Town Clerk subsequent to approval of the site plan herein. The building permit shall not be issued until the Town Clerk certifies that the performance bond or other security has been filed in the Office of the Town Clerk of the town of Riverhead. Said security shall be in full force and effect for the term of the building permit or any renewal thereof. That the topsoil shall conform to the specifications of the New York State Department of Transportation in regard to pH, organic content, and gradation;
13. That the Topsoil conform to the specifications of the New York State Department of Transportation in regard to pH, organic content, and graduation;
14. That all nursery stock and installation methods thereof shall meet the latest "American Standards for Nursery Stock," as published by the American Association of Nurserymen; and be it further

RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to, Mr. Leonard Rosenbaum, c/o Gull Pond Realty, 124 Front Street, Greenport, New York 11944, the Riverhead Planning Department, Riverhead Building Department, Town Attorney and the Town Engineer.

Planning Dept.

THE VOTE

Dunleavy <input checked="" type="checkbox"/> yes <input type="checkbox"/> no	Bartunek <input checked="" type="checkbox"/> yes <input type="checkbox"/> no	ABSENT
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

July 18, 2005

Adopted

TOWN OF RIVERHEAD

Resolution # 667

**ACCEPTS FINAL ENVIRONMENTAL IMPACT STATEMENT OF
HEADRIVER, LLC (WAL-MART STORE)**

COUNCILMAN DENSIESKI

_____ offered the following resolution which
was seconded by **COUNCILWOMAN BLASS**

WHEREAS, the Riverhead Town Board is in receipt of a site plan petition from Headriver, LLC to allow the construction of a 167,951 square foot Wal-Mart Store and associated improvements upon real property located at Suffolk County Route 58, Riverhead New York; such property more particularly described as Suffolk County Tax Map Number 0600-119-1-1.2; and

WHEREAS, by resolution dated November 15, 2005, the Riverhead Town Board did accept a Draft Supplemental Environmental Impact Statement ("DSEIS"), as prepared by Nelson, Pope and Voorhis, LLC dated October, 2005 supporting the subject site plan petition, and

WHEREAS, a public hearing was held upon the DSEIS on the 7th day of December, 2005 at which significant comment was made, and

WHEREAS, the Town Board is in receipt of a Final Supplemental Environmental Impact Statement ("FSEIS") as prepared by Nelson, Pope and Voorhis dated May, 2006, and

WHEREAS, the Planning Department has reviewed the FSEIS and has determined that the document adequately addresses that significant commentary made upon the relevant DSEIS made by both involved agencies and parties of interest and does so in a level of detail to allow the preparation of Lead Agency Findings, and

WHEREAS, the Town Board has carefully considered the merits of the aforementioned FSEIS, now

THEREFORE, BE IT

RESOLVED, that the Town Board, as Lead Agency, hereby accepts the FSEIS in support of the site plan petition of Headriver, LLC as prepared by Nelson, Pope and Voorhis dated May, 2006, and

BE IT FURTHER

RESOLVED, that the Planning Department be authorized to both file those notices of completion as prescribed by 6 NYCRR Part 617 and properly circulate the FSEIS, and

BE IT FURTHER

RESOLVED, that the public comment period upon the subject Final Supplemental Environmental Impact Statement shall extend from the date of this resolution until and including August 1, 2006, and

BE IT FURTHER

RESOLVED, that copies of this resolution be forwarded to the Town Attorney and Linda Margolin, Esq. as agent for the applicant.

Rh/planning

THE VOTE
Dunleavy yes ___ no Bertunek ~~yes~~ ~~no~~ ABSENT
Blass yes ___ no Densieski yes ___ no
Cardinale yes ___ no
THE RESOLUTION ~~WAS~~ ___ WAS NOT
THEREFORE DULY ADOPTED

7/18/06

Adopted

TOWN OF RIVERHEAD

Resolution # 668

AMENDS RESOLUTION #579 OF 2006
(APPROVES SITE PLAN OF OMNIPOINT FACILITIES NETWORK 2, LLC)

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

WHEREAS, on June 20, 2006, the Riverhead Town Board approved the site plan of Omnipoint Facilities Network 2, LLC, to co-locate 9 public utility wireless telecommunications antenna panels with additional equipment cabinets onto an existing tower located on Riverhead Town property (Riverhead Water District water tank) located on Pulaski Street, Riverhead, New York, known as designated as Suffolk County Tax Map #0600-124-1-27; and

WHEREAS, said resolution was approved subject to conditions numbered 1 through 15; and

WHEREAS, it has been determined by Counsel to the Riverhead Planning Board that certain conditions imposed do not pertain to this particular project and are therefore not required.

NOW THEREFORE BE IT RESOLVED, the Town Board of the Town of Riverhead hereby amends Resolution #579 adopted by the Riverhead Town Board on June 20, 2006 to approve the site plan of Omnipoint Facilities Network 2, LLC, the reflect the annulment of the conditions numbered 1 through 11 and 13 and 14, having condition 12 and 15 to remain in effect; and be it further

RESOLVED, that all other terms and conditions of Resolution #579 shall remain in full force and effect; and be it further

RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to Munley, Meade, Nielsen and Re', Esqs., 36 North New York Avenue, Huntington, New York, 11743; Richard A. Ehlers, Esq., Counsel to the Riverhead Planning Board; the Riverhead Planning Department; the Riverhead building Department; the Riverhead Water District; the town Engineer and Office of the Town Attorney.

THE VOTE

Dunleavy yes ___ no Bertunek ___ yes ___ no ABSENT
Blass yes ___ no Densieski yes ___ no
Cardinale yes ___ no

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

TOWN OF RIVERHEAD

Adopted

Resolution # 669

ACCEPTS CASH SECURITY OF OMNIPOINT FACILITIES NETWORK 2, LLC
(T-MOBILE)

COUNCILMAN DUNLEAVY offered the following resolution,

which was seconded by COUNCILMAN DENSIESKI

WHEREAS, T-Mobile for Omnipoint Facilities Network 2, LLC, has posted a cash security (Check #0555895 dated July 6, 2006) in the sum of Six Thousand Five Hundred Dollars (\$6,500) representing the 5% site plan security as noted in the approved site plan dated June 20, 2006, Resolution #579, to co-locate 9 utility wireless telecommunications antenna panels with additional equipment cabinets onto an existing tower located at the Riverhead Water District water tank (Pulaski Street), Riverhead, New York, known and designated as Suffolk County Tax Map # 600-124.-1-27, pursuant to Section 108-133 (I) of the Riverhead Town Code.

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby accepts the 5% cash security (Check #055895 dated July 6, 2006) in the sum of Six Thousand Five Hundred Dollars (\$6,500); and

BE IT FURTHER RESOLVED, that the Town Clerk of the Town of Riverhead is hereby authorized to forward a certified copy of this resolution to T-Mobile USA, Inc., 12920 SE 38th Street, Bellevue, WA, 98006; Anthony Cillo, 3500 Sunrise Highway, Suite D203, Great River, New York, 11739; the Building Department; the Planning Department and the Town Attorney's Office.

THE VOTE

Dunleavy Yes No Bartunek Yes No ABSENT
Blass Yes No Densieski Yes No
Cardinale Yes No
The Resolution Is Is Not
Declared Duly Adopted

BE IT FURTHER RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Allan Schule, Kim Holt, Patrick Lennon, William Keegan, Eric Cohen, Matthew Mudzinski, Patrick McDermott and Danielle Gluck, the Chief of Police and the Office of Accounting.

DUNLEAVY YES ___ NO BARTUNEK ___ YES ___ NO

BLASS YES ___ NO DENSIESKI YES ___ NO

CARDINALE YES ___ NO

THIS RESOLUTION IS ___ IS NOT
DECLARED DULY ADOPTED

JULY 18, 2006

Adopted

TOWN OF RIVERHEAD

Resolution # 671

REINSTATEMENT TO GRAPHICS MAPPING SPECIALIST IN THE ENGINEERING DEPARTMENT

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

WHEREAS, the position of Computer Graphics Mapping Specialist was eliminated from the Engineering Department with the establishment of an additional position of Assistant Civil Engineer ; and

WHEREAS, Mark Heppner was holding the provisional position of Assistant Civil Engineer until a Suffolk County Department of Civil Service list of eligibles would be established and he would be reachable; and

WHEREAS, since the Suffolk County Department of Civil Service list of eligibles for the position of Assistant Civil Engineer has been established and Mark Heppner fails to appear on such list, the Town Engineer wishes to restore the position of Computer Graphics Mapping Specialist.

NOW, THEREFORE, BE IT RESOLVED, that effective July 18, 2006 the Town Board hereby reinstate Mark Heppner to the position of Computer Graphics Mapping Specialist at Group 6 Step 11A of the Salary Administration Schedule; and

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

THE VOTE

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

July 18, 2006

Adopted

TOWN OF RIVERHEAD

Resolution # 672

APPOINTS BUILDING INSPECTOR TO THE BUILDING DEPARTMENT

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

WHEREAS, the position of Building Inspector exists in the Building Department; and

WHEREAS, a willing applicant appears on the Suffolk County Civil Service List of Eligibles and is the only resident on the list making him immediately available;

WHEREAS, it is the recommendation of the Department Head to appoint this individual.

NOW, THEREFORE, BE IT RESOLVED, that Mark Griffin is hereby appointed to the position of Building Inspector effective July 24, 2006 at Group 6 Step 5A of the Salary Administration Schedule.

BE IT FURTHER, RESOLVED that the Town Clerk be and is hereby directed to forward a certified copy of this resolution to Mark Griffin, the Town Engineer, the Building Department and the Office of Accounting.

THE VOTE

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

July 18, 2006

TOWN OF RIVERHEAD

Adopted

RESOLUTION # 673

ACCEPTS RESIGNATION OF EXECUTIVE ASSISTANT TO THE SUPERVISOR

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

WHEREAS, Margaret Welsh notified the Supervisor of her resignation from the position of Executive Assistant to the Supervisor effective July 29, 2006.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board hereby accepts the resignation of Margaret Welsh effective July 29, 2006; and

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

THE VOTE

Dunleavy ~~Yes~~ No

~~Bartunek Yes No~~ ABSENT

Blass ~~Yes~~ No

Densieski ~~Yes~~ No

Cardinale ~~Yes~~ No

Z:/Peggy

July 18, 2006

Adopted

TOWN OF RIVERHEAD

RESOLUTION # 674

APPOINTS LEGISLATIVE SECRETARY TO THE SUPERVISOR

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

WHEREAS, the Supervisor's Office will have a vacancy of Legislative Secretary.

NOW, THEREFORE, BE IT RESOLVED, that Trina Miles is hereby appointed to the exempt position of Legislative Secretary effective July 20, 2006; and

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

THE VOTE

Dunleavy ~~Yes~~ No

~~Bartunek Yes No~~ ABSENT

Blass ~~Yes~~ No

Densieski ~~Yes~~ No

Cardinale ~~Yes~~ No

Z:/Peggy

July 18, 2006

Adopted

TOWN OF RIVERHEAD

**SETTING TERMS AND CONDITIONS OF EMPLOYMENT
FOR TRINA MILES, LEGISLATIVE SECRETARY
TO THE TOWN SUPERVISOR**

RESOLUTION # 675

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

BE IT RESOLVED, THAT the terms and conditions of employment of Trina Miles, Legislative Secretary to the Town Supervisor ("the employee") shall, effective July 20, 2006, be as follows:

TERM

1. These terms and conditions of employment shall continue in full force and effect until subsequently altered by Town Board resolution.
2. The employee is employed at the will of the Town Board and for no specific term or duration.

HOURS OF WORK

1. The employee's minimum basic work week shall be 35 hours. There shall be no maximum number of hours of work per week. The employee shall not receive additional compensation for holiday pay. The employee is not entitled to earn, accrue, or be paid for overtime or compensatory time.
2. The employee shall be entitled to the same paid holidays as are set forth in the 2004-2007 CSEA collective bargaining agreement.
3. (a) Five (5) days of personal leave will be granted.

(b) Personal leave may not be accumulated and must be used within the calendar year earned, except that unused personal days at the end of each year shall be converted to sick time and may be used as sick time, subject to all the rules and pertaining to sick time.

Z:/Peggy

(c) Personal leave must be approved by the Town Supervisor. The employee must request such leave at least forty eight (48) hours in advance unless the personal leave is deemed to be an emergency of which the employee had no prior knowledge, in which case the employee must notify the Town Supervisor or designee of such absences. Failure to notify the Town Supervisor or designee of the absence will result in loss of pay for the day's absence.

4. Funeral Leave. The employee shall be entitled to four (4) consecutive working days leave of absence computed either from the day of death or the day following death, at the employee's option, for the death of the employee's spouse, child (including adopted children), father, mother, brother, sister, parents, parents-in-law, grandparents, grandparents-in-law, grandchildren, daughter-in-law, brother-in-law, sister-in-law, son-in-law, or stepchild.

5. Jury Service. The employee will be paid the employee's regular salary while performing jury service upon documentary proof being filed with the Town Supervisor. The employee shall endorse the jury salary checks to the Town. Travel allowance or mileage compensation checks for jury service are to be retained by the employee.

6. Court Appearance. The employee's absence by reason of appearance as a defendant or witness on behalf of the Town in any court action involving the Town will be approved by the Town Supervisor for the number of days necessary. The employee shall not lose any salary there from.

7. Parentage Leave. The employee shall receive a parentage leave as defined in the 2004-2007 CSEA contract, Article III, Section 5.

VACATIONS

1. The employee shall be entitled to 105 hours of vacation (January 1 to December 31) annually except during fiscal year 2006. For fiscal year 2006, the employee shall be entitled to a reduced vacation of 48 hours.

2. The employee, upon request, shall be paid the employee's vacation pay prior to the vacation, providing the employee shall have given three (3) weeks' notice to the Supervisor.

3. Upon retirement or termination of service, except for cause, the employee shall be compensated, in cash, for any accumulated vacation.

4. The employee may carry over any unused vacation days from one (1) year into the following year, but in no event shall the employee carry over more than 280 vacation hours from one year to the next.

5. The employee, at the employee's option, shall be entitled to make an election to work the current year's allotted vacation time. The employee must provide written notification to the Supervisor of the exercising of this option not fewer than thirty (30) days prior to the date of which payment is requested. The Supervisor is to acknowledge receipt of this notification to the

payroll personnel prior to payment. Payment is to be processed during the next overtime run. Payment will be the same method as outlined in the 2002-2004 Superior Officers' Contract, Article IX, Section C, except that the buyback shall be in blocks of three days per month.

SICK LEAVE

1. Sick leave is absence necessitated by the employee's illness or other physical disability. Sick leave will be accumulated at the rate of 14 hours per month, up to a total accumulated sick leave of 2100 hours. After 2100 hours, additional paid sick leave may be granted in the sole discretion of the Town Board. In order to receive sick leave, the employee shall, when absent because of sickness for more than three (3) days, furnish the Supervisor, when requested by him, with a medical certificate. Failure to furnish a medical certificate will result in loss of pay for absent days. The Town Board, in its discretion, may request a physical examination the employee before the employee's return to work.

2. The employee, or legal representative, upon retirement or severance, is entitled to cash payment for accumulated sick leave. Said payment shall be paid in a lump sum the value of the employee's accumulated and unused sick leave to the extent of one hundred (100%) percent of the first 1960 hours thereof.

3. The employee may elect to reduce the sick time accrued under paragraph "1" one by filing a written election with the Supervisor one (1) month prior to payment. Buy-out shall be in lots of 35 hours. No buy-out shall be permitted unless, at the time of election, the employee has accumulated at least 70 hours. The rate of pay shall be calculated at the time of payment based on a two hundred sixty (260) day work year. If the employee "buys-out" sick leave, the employee shall be permitted to reaccumulate sick days to a maximum of 2100 hours.

4. If the employee falls ill while on vacation then, upon presentation of a medical certificate certifying that the employee was confined to bed for more than five (5) working days during the vacation, may charge this illness to sick leave upon proper notification to the Supervisor and may take the same number of sick days as vacation days.

GRIEVANCE PROCEDURE

1. Consideration of Grievance.

A grievance by the employee shall be made, in writing, to the Town Board. Upon receipt of the grievance, the Town Board may request the employee to submit any agreed statement of facts or the employee's version of the facts, or any other documents that the Town Board may deem pertinent to the determination of the appeal.

The Town Board shall conduct a hearing within twenty (20) business days of receipt of an appeal. Within twenty (20) business days after the hearing, the Town Board shall make a decision based on its findings and advise the employee. The decision of the Town Board shall be final and all parties bound thereby.

2. Time of Hearings.

All discussions and hearings shall, so far as practicable, be conducted during working hours.

3. Representation.

The employee shall have the right at all times to representation of the employee's choosing.

4. Limitations.

If a grievance occurs and cannot be resolved immediately, the employee shall obey all directives and shall present the grievance as soon thereafter as practicable. Grievances that are not presented within ten (10) days of the occurrence shall be deemed to have been abandoned.

5. Withdrawn Grievances.

The employee may withdraw a grievance at any point in the grievance procedure.

HEALTH INSURANCE

1. The Town shall pay, on the employee's behalf, effective August 1, 2006, one hundred (100%) percent of the cost of either the individual or family coverage for hospitalization under the Town Health Insurance Program. These plans shall also provide that the Town pays for one hundred (100%) percent coverage for the employee if the employee retires from the Town and Town shall also pay to the extent of fifty (50%) percent coverage on the premiums for the employee's family.

2. The Town shall pay, on the employee's behalf, effective August 1, 2006, one hundred (100%) percent of the cost of either the individual or family plan for dental coverage under the Riverhead Town Dental Plan.

3. The Town shall pay, on the employee's behalf, effective August 1, 2006, one hundred (100%) percent of the cost of either the individual or family plan for optical coverage under the Riverhead Town Optical Plan.

4. Effective January 2007, the Town will offer a Universal Life Insurance policy, a disability insurance policy or participation in the New York State deferred compensation program. The employee may, at the employee's option, choose the life insurance, the disability insurance or the deferred compensation program, or any combination thereof. The cost of these policies to the Town may not exceed \$2,500.00. Any additional cost may be supplemented by the employee via a payroll deduction. The cost will be adjusted yearly based on the Consumer Price Index for New York and Northeastern New Jersey area for all Urban Consumers as

produced by the U.S. Department of Labor, Bureau of Labor Statistics. The Base Year to be used will be 1989.

5. The employee, at the employee's option, may elect not to accept the Town's hospitalization coverage for a period of not less than one calendar year and receive the following payment during the first full pay period of each year the election is made: \$1,650.00 if the employee changes from family to no coverage; \$900 if the employee changes from family to individual coverage; \$750 if the employee changes from individual to no coverage. Also, at the employee's option, the employee may elect not to accept the dental coverage for a period of not less than one calendar year and receive the following payment during the first full pay period of each year the election is made: \$230 if the employee changes from family to no coverage; \$150 if the employee changes from family to individual coverage; \$80 if the employee changes from individual to no coverage. Also, at the employee's option, the employee may elect not to accept the optical coverage for a period of not less than one calendar year and receive a payment of twenty five dollars (\$25.00) during the first full pay period of each year the election is made. The employee must sign an application form each year and said application shall include an acknowledgment that the employee is covered under another plan.

GENERAL PROVISIONS

1. The Town agrees to provide legal counsel to defend the employee in any action arising out of an assault on the employee on Town business, and the Town hereby agrees to defend, indemnify, and hold the employee harmless for any and all acts performed for the Town, its agents and employees, provided the employee was acting within the scope of employment. In the event that the employee is appointed, authorized or directed by the Town or one of its agencies to represent it as a member of the board of directors of an organization or agency, then the employee shall be covered by the provisions of Public Officers Law Section 18 and Town Code Sections 15-1 and 15-2 pertaining to the defense and indemnification of officers and employees of public entities, provided the employee is otherwise eligible for coverage pursuant to the terms of those provisions.

2. If the employee is injured or assaulted in the course of employment, the employee shall receive full salary until such time as the employee's application for reinstatement to full duty status, or, in the event of permanent disability, the employee's application for a disability pension be finally determined or by a physician's examination determining no further disability, whichever comes first. If the employee is injured on the job and reports the same to the Supervisor, and has to be absent from work, no days shall be deducted from his sick leave for such injury. If the employee receives a compensation check for lost time due to a compensable injury, the employee shall endorse the employee's check over to the Town. The above shall apply if the employee was acting within the scope of employment.

3. A leave of absence, without pay, may be granted to the employee in the discretion of the Town Board for a maximum of six (6) months, upon written application therefore and good cause shown.

4. If the employee is absent without leave or without due notification to the Supervisor, the employee shall suffer loss of pay for the days of such absence.

5. The employee will be paid every two (2) weeks on Thursday of the latter week.

6. Upon the employee's request to examine the employee's official employment personnel file, the employee may be permitted to do so at the discretion of the Town Board. Any material classified as confidential shall not be subject to duplication by the employee, but the employee shall have an opportunity to read said material and make a written reply, which shall be inserted in the personnel folder.

7. To the extent permitted by the U.S. Internal Revenue Code and the New York State Income Tax Laws, the Town shall establish a deferred compensation plan for the employee.

8. The Town will provide a college and/or post-graduate incentive program for courses approved by the Town Board. The Town will reimburse the employee the tuition cost on a grade related basis. A grade of "A" will receive seventy five (75%) percent of the tuition cost. A grade of "B" will receive fifty (50%) percent of the tuition cost. A grade of "C" will receive twenty five (25%) percent of the tuition cost. Payment will only be made upon submission of voucher and proof of grade.

WAGES

The employee shall receive the following annual salary: \$48,205 (prorated)

THE VOTE

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

7/18/06

Adopted

TOWN OF RIVERHEAD

Resolution # 676

APPOINTS A LIFEGUARD LEVEL I TO THE RIVERHEAD RECREATION DEPARTMENT

COUNCILMAN DENSIESKI

_____ offered the following resolution,

which was seconded by COUNCILMAN DUNLEAVY

RESOLVED, that Ryan McIntyre is hereby appointed to serve as a Lifeguard Level I effective July 20th, 2006 to and including September 4, 2006, to be paid at the rate of \$10.50 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 a copy of this Resolution to Ryan McIntyre, the Recreation Department and the Office of Accounting.

1

THE VOTE

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

THE RESOLUTION WAS ___ WAS NOT
 THEREFORE DULY ADOPTED

¹ Rec. Jim/ Res Lifeguard 2006 Ryan McIntyre

Adopted

7/18/06

TOWN OF RIVERHEAD

Resolution # 677

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

COUNCILMAN DUNLEAVY offered the following resolution,

which was seconded by COUNCILWOMAN BLASS

RESOLVED, that Edward McIntyre is hereby appointed to serve as a Lifeguard Level I effective July 20th, 2006 to and including September 4, 2006, to be paid at the rate of \$10.50 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 a copy of this Resolution to Edward McIntyre, the Recreation Department and the Office of Accounting.

1

THE VOTE

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

THE RESOLUTION WAS ___ WAS NOT
THEREFORE DULY ADOPTED

¹ Rec. Jim/ Res Lifeguard 2006 Edward McIntyre

7/18/06

Adopted

TOWN OF RIVERHEAD

Resolution # 678

APPOINTS A BEACH ATTENDANT/CONCESSIONS OPERATOR LEVEL II TO THE RIVERHEAD RECREATION DEPARTMENT

COUNCILWOMAN BLASS

_____ offered the following resolution,

which was seconded by _____

COUNCILMAN DUNLEAVY

RESOLVED, that Stephen Czelatka is hereby appointed to serve as a Beach attendant/ Concessions operator effective July 20th, 2006 to and including September 4, 2006, 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):

1. 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 a copy of this Resolution to Stephen Czelatka, the Recreation Department and the Office of Accounting.

1

THE VOTE

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

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

¹ Rec. Jim/ Res Lifeguard 2006 Stephen Czelatka

7/18/06

Tabled

TOWN OF RIVERHEAD

Resolution # 679

ADOPTS A LOCAL LAW TO AMEND CHAPTER 92 ENTITLED "STREETS AND SIDEWALKS" OF THE RIVERHEAD TOWN CODE

COUNCILMAN DUNLEAVY

_____ offered the following resolution,

COUNCILMAN DENSIESKI

which was seconded by _____:

WHEREAS, the Town Clerk was authorized to publish and post the attached public notice to consider a local law amending Chapter 92 entitled "Streets and Sidewalks" of the Riverhead Town Code once in the News Review, the newspaper hereby designated as the official newspaper for this purpose, and to post same on the signboard in Town Hall; and

WHEREAS, a public hearing was held on the 5th day of July, 2006 at 7:25 o'clock p.m. at Town Hall, 200 Howell Avenue, Riverhead, New York, the date, time and place specified in said public notice, and all persons wishing to be heard were heard.

NOW THEREFORE BE IT RESOLVED, that a local law amending Chapter 92 entitled, "Streets and Sidewalks" of the Riverhead Town Code is hereby adopted as specified in the attached notice of adoption; and be it further

RESOLVED, that the Town Clerk shall provide a certified copy of this resolution to the Highway Department, the Sewer District, the Water District; the Office of the Town Attorney, and the Office of Accounting.

THE VOTE

Dunleavy yes ___ no ___ Bartunek ___ yes ___ no **ABSENT**

Blass yes ___ no ___ Densieski yes ___ no

Cardinale yes ___ no

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

Tabled

TOWN OF RIVERHEAD NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE, that the Town Board of the Town of Riverhead adopted a local law amending Chapter 92, entitled, "Streets and Sidewalks" of the Riverhead town Code at its regular meeting held on July 18, 2006. **Be it enacted** by the Town Board of the Town of Riverhead as follows:

Chapter 92 Streets and Sidewalks

ARTICLE I, Alterations and Excavations [Adopted 4-20-1971 as Ord. No. 42]

§ 92-1. ~~Written consent~~ Permit required.

No person, firm or corporation shall change or alter the grade of any public highway or any sidewalk, or disturb, break, mar, injure, remove or deface or cause to be disturbed, broken, marred, injured, removed or defaced the surface of any part of any public highway, street, road, sidewalk, sidepath, passway or easement or any other public way of the Town of Riverhead or maintained by it, in any manner whatsoever, without having first obtained ~~the written consent of the Town Board~~ a permit from the Superintendent of Highways. ~~The Town Board Superintendent of Highways~~ shall refer all applications to the Superintendent of Highways, the Superintendent of the Sewer District and the Superintendent of the Water District, and if the proposed alteration is in a sewer and/or water district, the written consent of the Superintendent of said Sewer and/or Water District shall be obtained by the ~~Town Board Superintendent of Highways~~ before granting approval.

§ 92-2. Sufficient indemnity required.

~~The Town Board Superintendent of Highways shall not give written consent that any act or acts be performed~~ issue a permit as set forth in § 92-1 unless there shall have been furnished by the applicant ~~a sufficient liability insurance policy as determined by the Town Board; and said liability insurance policy shall be for a reasonable amount~~ evidence that the Town has been named as a primary insured under an insurance policy extending coverage for any losses, including bodily, property or commercial injury caused by or attributable to the work performed by the applicant, in the amount of \$1,000,000 per occurrence and \$2,000,000 general aggregate. The policy is to include coverage for explosion, collapse and underground hazards (XCU coverage), and such insurance coverage is to be written by an insurance company authorized to do business in the State of New York, and may cover one (1) or more of the acts specified in § 92-1 of this Article and personal injury and/or wrongful death to any person resulting directly or indirectly from the acts set forth in § 92-1. Said liability insurance policy may cover any period of time necessary to include the accomplishment of one (1) or more of the aforesaid acts, as shall be determined by the Town Board Superintendent of Highways. The approval of the Town Board as to amount, form, manner of execution and sufficiency of said liability insurance policy shall be endorsed on said liability insurance policy before it shall be filed in the Town Clerk's office, and said liability insurance policy shall be filed before said consent shall be effective.

§ 92-3. Applications.

Any person desiring a permit shall make application to the Superintendent, upon forms to be provided by him, which application shall set forth the following:

- A. The name and address of the applicant.
- B. A reasonably adequate description of the proposed work and the reason therefor, including a description of the location of the proposed work.
- C. A statement as to the time when such work will be commenced and an estimate of the time when such work shall be fully completed and the highway restored to its previous condition as nearly as may be feasible.
- D. A time schedule showing when various portions of the work will be done.
- E. A reference to the legal authority of the applicant to perform the proposed work in the public highway.
- F. An estimate of the cost of the proposed work, including such detail as may be specified by the Superintendent.
- G. Such other information as the superintendent shall deem pertinent to effectuate the purposes of this article.

§ 92-4. Bonds.

- A. No permit shall be issued to any applicant until the applicant has posted with the Superintendent a surety bond or certified check in such amount the Superintendent may determine necessary to cover the probable expense to the Town of replacement by the Town of any highway to its former condition and to guarantee the performance by the applicant of any of the conditions contained in the permit and compliance with this article.
- B. The above bond requirements shall include provision or maintenance by way of a maintenance bond, which bond shall have a duration of two years from the date of completion of the work under the permit, in case of all excavations with a depth of 18 inches or less, and a duration of three years from the date of the completion of the work under the permit for all excavations with a depth greater than 18 inches.

§ 92-5. Fees.

Each application for a permit hereunder shall be accompanied by a fee, to be paid to the Town Clerk of the Town of Riverhead prior to the issuance of the permit. Application fees and fees for permits issued pursuant to this article shall be set as follows:

Utility Companies \$200.00

Residential hook-up \$50.00

§ 92-6. Notice to Public Utilities.

The Superintendent shall require any person making a highway excavation pursuant to permit granted hereunto to give written notice of such excavation to public service companies or municipal districts having lines, mains or other property in the streets, and no work shall be commenced or done under such permit until such requirement of notice has been fully complied with. Proof of mailing of such notice in the form of a sworn statement shall be filed with the application.

§ 92-7 Protective Measures.

Any person making an excavation pursuant to this article shall erect a suitable barrier or guard for the protection of persons using the streets or sidewalks and, in addition thereto, shall set up and maintain during the hours of darkness sufficient lights or flares or retroreflective barricades to

properly illuminate or delineate the work area and shall also take all necessary precautions for the protection of the Town and of public service companies or municipal districts and adjoining property owners and others which might be endangered by such excavations or the work incident thereto and shall comply with all directions given by the Superintendent with respect to such barriers, lights, flares and protective measures.

§ 92-8 Permit Requirements.

- A. Commencement of work. Work under the permit shall be commenced within 30 days from the date of permit and continued in an expeditious manner.
- B. Construction.
- (1) When working on any Town road, no pavement cuts or trenches are to be left uncovered or unfilled overnight, except in emergencies, and in such cases adequate precautions must be exercised to protect traffic.
 - (2) When working on any Town road, contractors must complete final backfilling (see Subsection E hereof) of any trench within 18 days from the day of opening.
 - (3) All pipes or mains crossing highway pavements shall, wherever possible, be driven beneath the roadway without disturbance to the pavement. The point of driving shall not be less than five feet from the edge of pavement. Such crossover pipes shall, whenever possible, be enclosed in sleeves or larger pipes so that repairs or replacements may be made without further disturbance of the roadway pavement.
 - (4) If the boring method in the driving of crossover pipes is found to be impracticable, the Superintendent shall be consulted to determine the manner of placing the pipe by the open-cut method. This request is to be made in writing to the Superintendent and may be granted upon such conditions as deemed necessary and proper under the circumstances.
- C. Excavations; method and type of opening.
- (1) Openings in concrete roads shall have a minimum width of five feet.
 - (2) No roads are to be tunneled, but pipe may be driven or trenched across.
 - (3) All openings are to be made either by pinwheel trenching machine or saw cutting, as specified in the permit.
- D. Restoration of excavation; temporary patching. Upon completion of the final backfilling, if final pavement replacing is not to be accomplished within 20 days from day of opening, then the trench will be brought to within two inches of road level and then paved with two inches of asphaltic concrete within 20 days of opening, which shall be placed as a temporary surface in any pavement opening and shall be maintained to the same grade as adjacent pavement.
- E. Procedure for final backfilling. Clean fill will be used, and the trench shall be compacted in twelve-inch lifts with either vibratory soil compactors or by suitable hydraulic compaction by water jetting at three-foot intervals.
- F. Final pavement replacing.
- (1) Concrete. Minimum size replacements in concrete or asphalt on concrete base shall be 10 feet by 10 feet, or as directed. In all cases, if the ten-foot-by-ten-foot replacement is within five feet of a joint, the replacement must extend to the joint. Concrete openings shall be saw cut, and the mix shall be high early, New York State Specifications Class F, latest revision.

(2) Asphalt. The trench shall be compacted to within four inches of the road surface. The existing asphalt surface shall then be cut back at least 12 inches on either side of the undisturbed subgrade. At the discretion of the Superintendent, the contact surfaces, the patched surface and/or adjacent pavement edges shall be painted and sealed with approved bituminous and/or bluestone material before or after placing the course of asphalt, which shall be four inches of New York State Specification 6F hot plant mix. This course shall be rolled with an eight-to-ten-ton roller and surface variations in excess of 1/4 inch shall be eliminated or the pavement relaid.

(3) If temporary patching is not accomplished, final pavement must be completed within 20 days of opening. If temporary patching is accomplished as specified, then final pavement replacing must be completed within 30 days of temporary patching or within such additional time as may be authorized by the Superintendent, at his discretion, upon application.

G. Shoulder areas. If the trenchwork is in the earthen shoulder of the roadway, then proper compaction as outlined in Subsection E above will apply, with the addition of a covering of sod or grass seeding as specified by the superintendent.

H. Traffic control.

(1) Maintenance and protection of traffic. Traffic is to be maintained at all times during the progress of this work. Adequate signs, barricades and lights, necessary to protect the public, shall be provided in accordance with the provisions of the New York State Manual of Uniform Traffic Control Devices. Flagmen to direct traffic shall be employed continuously during periods when only one-way traffic shall be maintained or when equipment is operated in the pavement area.

(2) No construction material or equipment shall be left on the pavement after working hours, nor shall any construction equipment or materials be placed in any manner or location that will obstruct highway or railroad warning signs.

(3) Barricades, whether sidewalk or roadway area, shall be prominently displayed. For police convenience the address and telephone number of twenty-four-hour availability of someone who will reestablish the same in an emergency shall be filed with the Town Police Department.

(4) Access to adjacent properties shall be maintained.

I. Notification. The applicant will be responsible to notify the Superintendent 24 hours prior to street opening and closing.

J. Expiration date. The permit shall expire one year from the date of issue of the permit, unless a different expiration date has been specified by the Superintendent.

§ 92-9 Completion of Work.

The applicant shall notify the superintendent when work has been completed, after which an inspection will be made by the Superintendent or his duly authorized agent, and upon approval of the work, a release will be granted to the applicant. Until the granting of such a release, the applicant shall remain liable for proper guarding and protection as provided herein.

§ 92-10. Revocation.

The Superintendent, upon a finding that the issuance of a permit was illegal or unauthorized or that the applicant has failed to comply with any of the terms and conditions of the permit or of

this article, may revoke the permit, and the applicant shall thereupon, with all reasonable speed, forthwith restore the highway to its former condition.

§ 92-11. Responsibility for damages; repair.

The person to whom such permit is issued shall be responsible for all damages caused to public utilities and shall, under the supervision of the Superintendent, replace any cracked or damaged sewer pipe or water main with new pipe and repair or replace damaged ditches, curbs, sidewalks or other improvements so that they shall be in the same or better condition after the excavation as before the excavation.

§ 92-~~3~~12. Separate offenses.

Each period of twenty-four (24) hours, that is, each calendar day, during which or any part of which any violation of this Article continues, shall constitute a separate violation hereof.

§ 92-~~4~~13. Definitions.

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

PERSON -- Includes any individual, firm, partnership or corporation.

§ 92-~~5~~14. Action for damages.

The enactment hereof or any prosecution hereunder shall not be deemed to prevent or prohibit an action for the collection of damages or penalties by or on behalf of the Town of Riverhead, the Superintendent of Highways and/or the Superintendent of Sewer Districts and/or Water Districts.

§ 92-~~6~~15. Penalties for offenses.

A violation of the foregoing shall be an offense punishable by a fine not exceeding five hundred dollars (\$500.) or by imprisonment not exceeding thirty (30) days, or by both such fine and imprisonment.

Dated: Riverhead, New York
July 18, 2006

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

BARBARA GRATTAN, Town Clerk

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

7/18/06

Adopted

TOWN OF RIVERHEAD

Resolution # 680

ADOPTS A LOCAL LAW TO AMEND CHAPTER 52 OF THE RIVERHEAD TOWN CODE ENTITLED "Building Permit Fees"

COUNCILMAN DENSIESKI

_____ offered the following resolution,

which was seconded by _____ **COUNCILWOMAN BLASS** _____:

WHEREAS, the Town Clerk was authorized to publish and post the attached public notice to consider a local law amending Chapter 52 entitled "Building Permit Fees" of the Riverhead Town Code once in the News Review, the newspaper hereby designated as the official newspaper for this purpose, and to post same on the signboard in Town Hall; and

WHEREAS, a public hearing was held on the 5th day of July, 2006 at 7:20 o'clock p.m. at Town Hall, 200 Howell Avenue, Riverhead, New York, the date, time and place specified in said public notice, and all persons wishing to be heard were heard.

NOW THEREFORE BE IT RESOLVED, that a local law amending Chapter 52 entitled, "Building Permit Fees" of the Riverhead Town Code is hereby adopted as specified in the attached notice of adoption; and be it further

RESOLVED, that the Town Clerk shall provide a certified copy of this resolution to the Building Department; the Planning Board; and the Office of Accounting.

THE VOTE

Dunleavy yes ___ no ___ Bartunek ___ yes ___ no **ABSENT**

Blass yes ___ no ___ Densieski yes ___ no

Cardinale yes ___ no

THE RESOLUTION WAS ___ WAS NOT

THEREFORE DULY ADOPTED

**TOWN OF RIVERHEAD
NOTICE OF PUBLIC HEARING**

PLEASE TAKE NOTICE, PLEASE TAKE NOTICE, that the Town Board of the Town of Riverhead adopted a local law amending Chapter 52, entitled, "Building Permit Fees" of the Riverhead Town Code at its regular meeting held on July 18, 2006. **Be it enacted** by the Town Board of the Town of Riverhead as follows:

**Chapter 52
Building Permit Fees**

§ 52-10. Building permit fees. [Amended 10-7-1969]

A. No permit under this chapter shall be issued until the fee as shall be prescribed by resolution of the Town Board shall have been paid, nor shall an amendment to a permit be approved until the additional fee, if any, due to an increase in the estimated cost of the building or structure shall have been paid.

B. The minimum fee for any permit required under this chapter, whether the same is for the installation of a plumbing system or a heating system, or any other required permit, including the fee for a zoning permit under Zoning Ordinance No. 26 of the Town of Riverhead, EN shall be \$100 unless the applicant is exempt under this chapter. [Amended 1-16-1973; 11-20-1984; 3-3-1998; 5-4-2004 by L.L. No. 11-2004; 5-9-06]

C. Construction related to improving access, safety and independent living for the disabled and elderly at entrances to and within buildings shall be exempt from building permit fees.

CD. For each building permit where the construction cost shall exceed \$1,000, an additional fee of \$12 per thousand dollars, or fraction thereof, in addition to the minimum fee of \$100. The basis for computing construction costs shall be the square feet of the floor area of the proposed building in relation to the proposed use of said building and/or the cost thereof may be based on current Marshall Swift Valuation cost estimates using local regional multipliers and/or as follows: [Amended 1-16-1973; 11-20-1984; 12-4-1984; 12-29-1989; 12-17-1991; 5-20-1997; 3-3-1998; 12-2-2003 by L.L. No. 27-2003]

(1) Dwellings, one- and two-family: main story, \$75 per square foot; additional stories, \$40 per square foot.

(2) Multiple-family dwellings, apartments, condominiums, hotels, motels, boardinghouses, labor camps and nursing and convalescent homes: main story, \$90 per square foot; additional stories, \$55 per square foot.

(3) Private garages, attached or detached: \$40 per square foot. [Amended 3-7-2006 by L.L. No. 12-2006]

(4) Accessory and utility buildings: main story, \$50 per square foot; additional stories, \$25 per square foot.

[5] Building permit fees shall be waived for all home modifications related to improving access for persons with mobility impairments, including, but not limited to, ramps and kitchen and bathroom renovations.

[6] the building fee permit shall be reduced by \$300, or waived, whichever is lesser, for a new construction of single-family dwellings in which the applicant opts to incorporate the following universal design "basic access" features:

[a] At least one step-less entrance to the dwelling, which may be located at any entrance (front, rear, side or garage);

[b] First-floor doors with at least 32 inch clear passage;

[c] First-floor bathroom (half-bath or more) that allows for full entry of wheelchair with the ability to close the door, with reinforcements between wall studs (commonly called "blocking") to allow for future installation of grab bars.

~~(57)~~ Mercantile, business and office buildings, garages and service stations, places of public assembly, assembly halls and clubhouses: main story, \$80 per square foot; additional stories, \$70 per square foot.

~~(68)~~ Factory buildings and warehouses (finished types): main story, \$80 per square foot; additional stories, \$75 per square foot.

~~(79)~~ Factory buildings and warehouses (unfinished types): main story, \$80 per square foot; additional stories, \$75 per square foot.

[10] The building permit fee shall be waived for all modifications to commercial buildings or places of public accommodation related to removing architectural barriers to access and improving access for persons with mobility impairments, including, but not limited to, ramps and bathroom renovations.

~~(811)~~ Foundation only: \$60 per linear foot.

~~(912)~~ The fee for a permit to demolish a building shall be \$60 for a small building up to 1,000 square feet and \$95 for a large building of more than 1,000 square feet.

~~(4013)~~ The fee for a duplicate certificate of occupancy shall be \$150, and letters of preexisting use and inspection above the maximum shall be \$150 each.

~~(4114)~~ The fee for a renewal permit shall be 75% of the original fee paid. The fee must be paid within 30 days of the expiration date.

~~(4215)~~ The fee to move a building to a new location: 50% of the fee computed in accordance with Subsection C above.

~~(4316)~~ All fees paid pursuant to this section are nonrefundable. [Added 12-2-2003 by L.L. No. 27-2003]

~~DE.~~ Agricultural buildings. EN [Added 3-7-2006 by L.L. No. 12-2006]

Dated: Riverhead, New York
July 18, 2006

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

BARBARA GRATTAN, Town Clerk

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

7/18/06

TOWN OF RIVERHEAD

Adopted

Resolution # 681

ADOPTS A LOCAL LAW AMENDING CHAPTER 108 OF THE RIVERHEAD TOWN CODE ENTITLED "ZONING" (Empire Zone)

_____ **COUNCILWOMAN BLASS** _____ offered the following resolution,

which was seconded by _____ **COUNCILMAN DUNLEAVY** _____:

WHEREAS, the Town Clerk was authorized to publish and post the attached public notice to consider a local law amending Chapter 108 entitled "Zoning" of the Riverhead Town Code once in the News Review, the newspaper hereby designated as the official newspaper for this purpose, and to post same on the signboard in Town Hall; and

WHEREAS, a public hearing was held on the 5th day of July, 2006 at 8:05 o'clock p.m. at Town Hall, 200 Howell Avenue, Riverhead, New York, the date, time and place specified in said public notice, and all persons wishing to be heard were heard.

NOW THEREFORE BE IT RESOLVED, that a local law amending Chapter 108 entitled, "Zoning" of the Riverhead Town Code is hereby adopted as specified in the attached notice of adoption; and be it further

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

RESOLVED, that the Town Clerk shall provide a certified copy of this resolution to the Building Department, Empire Zone Coordinator, Planning Department, Code Enforcement, and the Town Attorney.

THE VOTE

Dunleavy yes ___ no ___ Bartunek yes ___ no **ABSENT**

Blass yes ___ no ___ Densieski yes ___ no

Cardinale yes ___ no

THE RESOLUTION WAS ___ WAS NOT THEREFORE DULY ADOPTED

**TOWN OF RIVERHEAD
NOTICE OF PUBLIC HEARING**

PLEASE TAKE NOTICE, that the Town Board of the Town of Riverhead adopted a local law amending Chapter 108 entitled, "Zoning" of the Riverhead Town Code at its regular meeting held on July 18, 2006. **Be it enacted** by the Town Board of the Town of Riverhead as follows:

**CHAPTER 108
ZONING**

§108-200

C. This article is required to permit the Town of Riverhead, in cooperation with the County of Suffolk, to prepare and submit to the New York State Commissioner of Economic Development an application for re-designation of a portion of the Town of Riverhead as an economic development zone and to permit the execution of any documents necessary to effectuate to effectuate the purposes of this local law. It is the intent of this article to provide the incentive necessary to attract private business and industry to the proposed economic development zone, as further described herein below and to maintain the connection between such growth and the human resources base of the community within said zone.

§ 108-203. Composition and powers of Empire Zone Administrative Board

A. Pursuant to Article 18-b of the General Municipal Law, the Local Empire Zone Administrative Board as presently constituted is hereby continued with the following individuals as members pursuant to section 963 (a) of the General Municipal Law: as follows:

- (1) Chairman of Zone Administration Board
- 2) Educational institution representative
- (3) Local utility representative.
- (4) Local business representative
- (5) Organized labor representative
- (6) Community organization representative
- (7) Financial institution representative
- (8) Zone resident of the Town of Riverhead
- (9) Supervisor of the Town of Riverhead
- (10) Director of the Riverhead Community Development Agency
- (11) Chair of the Riverhead Development Corporation
- (12) Resident of the Town of Southampton, appointed by the Town of Southampton Supervisor subject to the approval of the Suffolk County Legislature. [

(13) Resident of the Town of Babylon, appointed by the Town of Babylon Supervisor subject to the approval of the Suffolk County Legislature

C. All members of the Zone Board shall serve without compensation and shall serve at the pleasure of their respective appointing authorities. The Empire Zone Certification Officer shall not serve as a member of the Zone Board. The Zone Board shall perform all duties required of it pursuant to § 963 of the New York General Municipal Law. The Zone Board shall hold regular meetings and determine the rules of its own proceedings.

C. The Empire Zone Administrative Board shall exercise all powers provided in the New York State Economic Development Zones Act
Remaining paragraphs shall be re-lettered accordingly.

Dated: Riverhead, New York
July 18, 2006

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

BARBARA GRATTAN, Town Clerk

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

7/18/06

Adopted

TOWN OF RIVERHEAD

Resolution # 682

ADOPTS A LOCAL LAW AMENDING CHAPTER 108 ENTITLED, "ZONING" OF THE RIVERHEAD TOWN CODE (Business PB District)

COUNCILMAN DUNLEAVY

_____ offered the following resolution, was seconded by

COUNCILMAN DENSIESKI

_____:

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

WHEREAS, public hearings were held on the 20th day of June at 2:25 o'clock p.m. and the 5th day of July, 2006 at 7:50 o'clock p.m. at Town Hall, 200 Howell Avenue, Riverhead, New York, the date, time and place specified in said public notice, and all persons wishing to be heard were heard.

NOW THEREFORE BE IT RESOLVED, that a local law amending Chapter 108 "Zoning", of the Riverhead Town Code be and is hereby adopted as specified in the attached notice of adoption; and be it further

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

RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to the Riverhead Planning Board; the Riverhead Planning Department; the Riverhead Zoning Board of Appeals; the Architectural Review Board; the Riverhead Building Department and the Office of the Town Attorney.

THE VOTE

Dunleavy	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no	Bertunek	<input type="checkbox"/> yes	<input type="checkbox"/> no	ABSENT
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 adopted a local law amending Chapter 108 entitled, "Zoning" of the Riverhead Town Code at its regular meeting held on July 18, 2006. **Be it enacted** by the Town Board of the Town of Riverhead as follows:

**Chapter 108
Zoning**

**ARTICLE XXII
Business PB District**

§ 108-111. Purpose.

It is the purpose of this article to implement the recommendations of the Master Plan to permit the new construction, ~~and~~ reconstruction or renovation of existing structures for the uses set forth below. This use district designation is to be applied consistent with the standards set forth below in transitional areas between intensive business development and residential development, primarily along major arteries. This use district designation may be imposed by the Town Board in conjunction with or to the exclusion of all other use districts shown upon the Official Map of the Town of Riverhead.

§ 108-112. Uses.

In the Business PB District (~~Professional Service Building~~), 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 or occupied, unless otherwise provided in this chapter, for one or more of the following uses or accessory uses:

A. Permitted uses.

- (1) Professional offices of:
 - (a) Accountants.
 - (b) Architects.
 - (c) Artists.
 - (d) Attorneys.
 - (e) Audiologists.
 - (f) Bookkeepers.
 - (g) Chiropractors.
 - (h) Dentists.
 - (i) Draftsmen.
 - (j) Engineers.
 - (k) Income tax preparers.

- (l) Insurance agents or brokers.
- (m) Interior decorators.
- (n) Journalists.
- (o) Medical doctors.
- (p) Optometrists.
- (q) Osteopaths.
- (r) Podiatrists.
- (s) Photographers.
- (t) Physical therapists.
- (u) Real estate agents or brokers.
- (v) Surveyors.
- (w) Veterinarian.

~~§ 108-115. Existing structures. [Added 9-5-1978].~~

~~The Town Board, pursuant to the terms of this article, § 108-3 and the standards set forth in § 108-76B, may issue a special permit for the reconstruction, renovation or occupancy of existing structures situate in the Professional Service Building Use District. In granting a special permit for the reconstruction, renovation or occupancy of an existing structure, the Town Board may, upon the proper findings of fact, include in the special permit variances to the Zoning District Use Schedule and the Parking Schedule. EN~~

Dated: Riverhead, New York
July 18, 2006

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

BARBARA GRATTAN, Town Clerk

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

RATIFIES THE APPROVAL OF THE APPLICATION FOR FIREWORKS PERMIT OF JAMESPORT FIRE DEPARTMENT

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

WHEREAS, on June 7, 2006, the Jamesport Fire Department had submitted a Fireworks Permit Application for the purpose of conducting a fireworks display to be held at the George C. Young Community Center, S. Jamesport Avenue, Jamesport, New York on July 15, 2006 at approximately 9:30 p.m.; and

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

NOW THEREFORE BE IT RESOLVED, that the Fireworks Permit Application of Jamesport Fire Department, for the purpose of conducting a fireworks display to be held at George C. Young Community Center, S. Jamesport Avenue, Jamesport, New York on July 15, 2006 at approximately 9:30 p.m., is hereby approved with the following conditions:

- The required fire suppression equipment and personnel shall be provided by the Jamesport Fire Department.
- Scheduling a pre-event inspection between 12:00 noon and 2:00 p.m. on the day of the event having the Fireworks technician(s), the Riverhead Fire Marshal and the Jamesport Fire Chief in attendance.
- Fireworks and technicians must arrive at the George C. Young Community Center 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 4" 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 Town Clerk is hereby authorized to forward a certified copy of this resolution to the Jamesport Fire Department, P.O. Box 78, Jamesport, New York, 11947, Attn: Nate Edington; Fireworks by Grucci, Inc., One Grucci Lane, Brookhaven, New York, 11719; the Jamesport Fire Department Chief; Bruce Johnson, Riverhead Fire Marshal; Chief Hegermiller, Riverhead Police Department and the Office of the Town Attorney.

Z:\Laura Calamita\Fireworksapps\JamesportFire.res.doc

THE VOTE

Dunleavy yes ___ no ___ Bartunek ___ yes ___ no **ABSENT**
 Blass yes ___ no ___ Dansieski yes ___ no
 Cardinale yes ___ no

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

7/18/06

TOWN OF RIVERHEAD

Adopted

Resolution # 684

APPROVES CHAPTER 90 APPLICATION OF ABBESS FARM (MARIE TOOKER)

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

WHEREAS, on June 19, 2006, Marie Tooker of Abbess Farm had submitted a Chapter 90 Application for the purpose of conducting a fund raiser to benefit the Felix Organization for Adoptees for Children to raise funds to build a camp for orphans, having rides, games, food animals and live entertainment, to be held on the Abbess Farm located at 3581 Middle Country Road, Calverton, New York, between the following hours:

August 16, 17 &18, 2006 5:00 p.m. through 11:00 p.m.
August 19 & 20, 2006 12:00 noon through 11:00 p.m.; and

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

WHEREAS, Abbess Farm has paid the required Chapter 90 application fee for this event; 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 Marie Tooker of Abbess Farm for the purpose of conducting a fund raiser to benefit the Felix Organization for Adoptees for Children to raise funds to build a camp for orphans, having rides, games, food animals and live entertainment, to be held on the Abbess Farm located at 3581 Middle Country Road, Calverton, New York, between the aforementioned hours, is hereby approved; and be it further

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

THE VOTE

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

ABSENT

THE RESOLUTION WAS WAS NOT
THEREFORE DULY ADOPTED

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

RESOLVED, that a fire safety inspection by the Town Fire Marshal is required prior to the opening of this event. 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 to ensure compliance with the New York State Fire Code; and be it further

RESOLVED, that the Town Clerk is hereby authorized to forward a certified copy of this resolution to Abbess Farm, Attn: Marie Tooker, 3581 Middle Country Road, Calverton, New York, 11933; the Riverhead Fire Marshal; the Office of the Town Attorney and the Riverhead Police Department.

TOWN OF RIVERHEAD

Resolution # 685

APPROVES CHAPTER 90 APPLICATION OF TWEEDS RESTAURANT
(North Fork Breast Health Coalition Benefit Picnic)

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

WHEREAS, on July 6, 2006, Tweeds Restaurant had submitted a Chapter 90 Application for the purpose of conducting a farm picnic/barbeque to benefit the North Fork Breast Health Coalition to be held at 1984 Roanoke Avenue, Riverhead, New York, on Sunday, August 13, 2006, between the hours of 10:00 a.m. and 4:00 p.m.; and

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

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

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

RESOLVED, that the Chapter 90 Application of Tweeds Restaurant for the purpose of conducting a farm picnic/barbeque to benefit the North Fork Breast Health Coalition to be held at 1984 Roanoke Avenue, Riverhead, New York, on Sunday, August 13, 2006, between the hours of 10:00 a.m. and 4:00 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; and be it further

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

RESOLVED, that this approval is subject to the provisions of Riverhead Town Code Chapter 81 - "Noise Control", Chapter 108-56 - "Signs" and any other section of the Riverhead Town Code that may pertain to this event; and be 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 (631) 727-3200 extension 209, for the purpose of arranging the "pre-opening" inspection appointment at least three days in advance; and be it further

RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to Tweeds Restaurant, 17 East Main Street, Riverhead, New York, 11901; Bruce Johnson, Fire Marshal; the Riverhead Police Department and the Office of the Town Attorney.

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

7/18/06

Adopted

TOWN OF RIVERHEAD

Resolution # 686

**APPROVES CHAPTER 90 APPLICATION OF LARRY'S LIGHTHOUSE MARINA
(BOAT SHOW)**

COUNCILMAN DENSIESKI

_____ offered the following resolution, was seconded by

COUNCILWOMAN BLASS
_____ :

WHEREAS, on June 28, 2006, Larry's Lighthouse Marina had submitted a Chapter 90 Application for the purpose of conducting a Boat Show, to be held in the Vinland Commons parking lot located on the corner of Tuthill Lane and Main Road, Aquebogue, New York, on August 18, 19 & 20, 2006 between the hours of 10:00 a.m. and 6:00 p.m.; and

WHEREAS, Larry's Lighthouse Marina has completed and filed a Short Form Environmental Assessment Form in accordance with 6 NYCRR 617; and

WHEREAS, Larry's Lighthouse Marina has paid the required Chapter 90 Application Fee for this event; 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 Chapter 90 Application of Larry's Lighthouse Marina for the purpose of conducting a Boat Show, to be held in the Vinland Commons parking lot located on the corner of Tuthill Lane and Main Road, Aquebogue, New York, on August 18, 19 & 20, 2006 between the hours of 10:00 a.m. and 6:00 p.m., is hereby approved; and be it further

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

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

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

RESOLVED, that the Town Clerk is hereby authorized to forward a certified copy of this resolution to Larry's Lighthouse Marina, Meetinghouse Creek Road, P.O. Box 1250, Aquebogue, New York, 11931; the Riverhead Fire Marshal; the Riverhead Police Department and the Office of the Town Attorney.

THE VOTE

Dunleavy	<input checked="" type="checkbox"/>	yes	<input type="checkbox"/>	no	Bartunek	<input type="checkbox"/>	yes	<input type="checkbox"/>	no	ABSENT
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

7/18/06

TOWN OF RIVERHEAD

Resolution # 687

APPROVES CHAPTER 90 APPLICATION OF PAUMANOK VINEYARDS, LTD.

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

WHEREAS, on June 27, 2006, Paumanok Vineyards, Ltd. has submitted a Chapter 90 Application for the purpose of conducting Radio Station WSHU Fund Raiser Dinner, having guest speakers, to be held on their property located at 1074 Main Road, Aquebogue, New York, on August 6, 2006, between the hours of 5:30 p.m. and 8:30 p.m.; and

WHEREAS, Paumanok Vineyards, Ltd. 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 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 Paumanok Vineyards, Ltd. for the purpose of conducting Radio Station WSHU Annual Fund Raiser Dinner, having guest speakers, to be held on their property located at 1074 Main Road, Aquebogue, New York, on August 6, 2006, between the hours of 5:30 p.m. and 8:30 p.m. is hereby approved; and be it further

RESOLVED, that the Chapter 90 Application fee has been paid; 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 Place of Assembly Permit Application must be submitted to the Town Fire Marshal in addition to the requirement of a fire safety inspection by the Town Fire Marshal 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 any tent installations and any and all electric shall comply with the applicable provisions of the Building and Fire Code of New York State, the National Electrical Code and National Fire Protection Agency 102 (Tents & Membrane Structures); and be it further

RESOLVED, that all tours and structures must comply with the provisions of the Building Code of New York State, the Fire Code of New York State and NFPA 102 – Tents and Temporary Structures, prior to the issuance of a Place of Assembly Permit; and be it further

RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to Paumanok Vineyards, Ltd., 1074 Main Road, P.O. Box 741, Aquebogue, New York, 11931; the Riverhead Fire Marshal; the Riverhead Police Department and the Office of the Town Attorney.

THE VOTE

Dunleavy	<input checked="" type="checkbox"/>	yes	<input type="checkbox"/>	no	Bartunek	<input type="checkbox"/>	yes	<input type="checkbox"/>	no	ABSENT
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

Resolution # 688

APPROVES CHAPTER 90 APPLICATION OF EAST END ARTS & HUMANITIES COUNCIL, INC.
(Wine Press Concert Series – August 5, 2006)

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

WHEREAS, on May 8, 2006, the East End Arts & Humanities Council Inc. (“EEAC”) had submitted a Chapter 90 Application for the purpose of conducting a Wine Press Concert Series to be held at Palmer Vineyards, Sound Avenue, Riverhead, New York, on Saturday, August 5, 2006, between the hours of 6:00 p.m. and 8:00 p.m.; and

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

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

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

RESOLVED, that the Chapter 90 Application of the East End Arts & Humanity Council, Inc. for the purpose of conducting a Wine Press Concert Series to be held at Palmer Vineyards, Sound Avenue, Riverhead, New York, on Saturday, August 5, 2006, between the hours of 6:00 p.m. and 8:00 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; and be it further

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

RESOLVED, that this approval is subject to the provisions of Riverhead Town Code Chapter 81 - "Noise Control", Chapter 108-56 - "Signs" and any other section of the Riverhead Town Code that may pertain to this event; and be 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 (631) 727-3200 extension 209, for the purpose of arranging the "pre-opening" inspection appointment at least three days in advance; 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 & Humanities Council, Inc., 133 East Main Street, Riverhead, New York, 11901; Bruce Johnson, Fire Marshal; the Riverhead Police Department and the Office of the Town Attorney.

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

7/18/06

TOWN OF RIVERHEAD

Adopted

Resolution # 689

**APPROVES CHAPTER 90 APPLICATION OF EAST END ARTS & HUMANITIES
COUNCIL, INC.
(Wine Press Concert Series – July 22, 2006)**

COUNCILMAN DENSIESKI

_____ offered the following resolution, was seconded by

COUNCILWOMAN BLASS

_____ :

WHEREAS, on May 8, 2006, the East End Arts & Humanities Council Inc. (“EEAC”) had submitted a Chapter 90 Application for the purpose of conducting a Wine Press Concert Series to be held at the Jamesport Vineyards, Main Road, Jamesport New York, on Saturday, July 22, 2006, between the hours of 6:00 p.m. and 8:00 p.m.; and

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

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

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

RESOLVED, that the Chapter 90 Application of the East End Arts & Humanity Council, Inc. for the purpose of conducting a Wine Press Concert Series to be held at the Jamesport Vineyards, Main Road, Jamesport, New York, on Saturday, July 22, 2006, between the hours of 6:00 p.m. and 8:00 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; and be it further

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

RESOLVED, that this approval is subject to the provisions of Riverhead Town Code Chapter 81 - "Noise Control", Chapter 108-56 - "Signs" and any other section of the Riverhead Town Code that may pertain to this event; and be 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 (631) 727-3200 extension 209, for the purpose of arranging the "pre-opening" inspection appointment at least three days in advance; 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 & Humanities Council, Inc., 133 East Main Street, Riverhead, New York, 11901; Bruce Johnson, Fire Marshal; the Riverhead Police Department and the Office of the Town Attorney.

THE VOTE

Dunleavy	<input checked="" type="checkbox"/>	yes	<input type="checkbox"/>	no	Bartunek	<input type="checkbox"/>	yes	<input type="checkbox"/>	no	<i>ABSENT</i>
Blass	<input checked="" type="checkbox"/>	yes	<input type="checkbox"/>	no	Dansieski	<input checked="" type="checkbox"/>	yes	<input type="checkbox"/>	no	
Cardinale	<input checked="" type="checkbox"/>	yes	<input type="checkbox"/>	no						

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

7/18/06

Adopted

TOWN OF RIVERHEAD

Resolution # 690

**APPROVES CHAPTER 90 APPLICATION OF NORTH FORK CLASSIC
(ROBERT GINSBERG)**

COUNCILWOMAN BLASS

_____ offered the following resolution, was seconded by

COUNCILMAN DUNLEAVY

WHEREAS, on July 6, 2006, Robert Ginsberg had submitted a Chapter 90 Application for the purpose of conducting various horse shows to be held at the Abbess Farm located at Route 25, Calverton, New York, between the hours of 8:00 a.m. and 5:00 p.m. on the following dates:

North Fork I	August 10, 11, & 12, 2006
North Fork II	August 17, 18, & 19, 2006
North Fork Classic	August 23, 24, 25, & 26, 2006; and

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

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

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

WHEREAS, the Chapter 90 Application fee has been paid; 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

RESOLVED, that the Chapter 90 Application of Robert Ginsberg for the purpose of conducting various horse shows to be held at the Abbess Farm located at Route 25, Calverton, New York, between the hours of 8:00 a.m. and 5:00 p.m. 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 any tent installations and any and all electric shall comply with the applicable provisions of the Building and Fire Code of New York State, the National Electrical Code and National Fire Protection Agency 102 and the Tents & Membrane Structures; and be it further

RESOLVED, that this approval is subject to the provisions of Riverhead Town Code Chapter 81 - "Noise Control", Chapter 108-56 - "Signs" and any other section of the Riverhead Town Code that may pertain to this event; and be 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 (631) 727-3200 extension 209, for the purpose of arranging the "pre-opening" inspection appointment at least three days in advance; and be it further

RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to Robert Ginsberg, P.O. Box 1355, Bridgehampton, New York, 11932; Bruce Johnson, Fire Marshal; the Riverhead Police Department and the Office of the Town Attorney.

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

7/18/06

Adopted

TOWN OF RIVERHEAD

Resolution # 691

APPROVES CHAPTER 90 APPLICATION OF RIVERHEAD COUNTRY FAIR COMMITTEE

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

WHEREAS, on June 14, 2006, the Riverhead Country Fair Committee had submitted an application for the purpose of conducting their annual Country Fair to be held on Main Street, Peconic Riverfront parking area and Peconic Avenue, Riverhead, New York on October 8, 2006, having a rain date of October 9, 2006, between the hours of 11:00 a.m. and 5:00 p.m.; and

WHEREAS, the Riverhead Country Fair Committee has completed and filed a Short Environmental Assessment Form in accordance with 6 NYCRR 617.6(b); and

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

WHEREAS, 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

RESOLVED that the Chapter 90 Application of Riverhead Country Fair Committee for the purpose of conducting their annual Country Fair to be held on Main Street, Peconic Riverfront parking area and Peconic Avenue, Riverhead, New York on October 8, 2006, having a rain date of October 9, 2006, between the hours of 11:00 a.m. and 5:00 p.m., is hereby approved; and be it further

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

- Receipt of required Suffolk County Department of Health permit(s),

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

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

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

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

RESOLVED, that a fire safety inspection by the Town Fire Marshal is required prior to the opening of this event to the public. The Riverhead Fire Marshal shall be contacted at least three days in advance at (631) 727-3200 extension 209 for the purpose of scheduling the "pre-opening" inspection appointment; 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 employees of the Riverhead Buildings and Grounds Department, the Riverhead Police Department, the Riverhead Highway Department, the Sanitation Department and the Riverhead Fire Protection and Code Enforcement Division 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 the Riverhead Country Fair Committee/Townscape, Inc.; Ken Testa, P.E.; Bruce Johnson, Fire Marshal; Chief Hegermiller, Riverhead Police Department and the Office of the Town Attorney.

THE VOTE

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

THE RESOLUTION WAS WAS NOT THEREFORE DULY ADOPTED

7/18/06

Town of Riverhead

Adopted

Resolution # 692

DIRECTS TOWN ATTORNEY TO INITIATE DISSOLUTION PROCEDURE FOR RIVERHEAD DEVELOPMENT CORPORATION

COUNCILMAN DENSIESKI offered the following resolution, which was

seconded by COUNCILWOMAN BLASS.

WHEREAS, by Resolution #578 of 7/16/96, the Town Board authorized the Supervisor to Execute and File a Certificate of Incorporation for a Local Development Corporation to be known as the Riverhead Development Corporation for the purpose of assisting the town with economic development of the former Naval Weapons Industrial Reserve Plant at Calverton; and

WHEREAS, the Corporation designated the persons from time to time appointed to the Town Board of the Town of Riverhead as "Members" of the Corporation, which class has the exclusive power to elect and/or remove the Directors of the Corporation; and

WHEREAS, the Corporation elected a slate of Directors who assumed marketing and management responsibilities for the site from 1997-present to supplement and assist those efforts of the Town Board as Members of the Riverhead Development Corporation as well as Members of the Community Development Agency, property owner; and

WHEREAS, subsequent to the sale of 492 acres to M-GBC, LLC in 2001, site management responsibilities for the balance of vacant land were greatly reduced and subsequent town boards have determined to have a greater role in the marketing of the available lands, relying less and less on the RDC Directors for advice; and

WHEREAS, the enactment of the Public Authorities Accountability Act in 2005 has now placed an undue hardship on the volunteer Directors of the RDC, which, as a local development corporation falls within the jurisdiction of the Act; and

WHEREAS, as the RDC does not have and has never had any funds in its control and has evolved into an advisory body without authority to implement policy, it therefore finds the constraints of the PAAA to be of greater burden than the benefit of continuing as a local development authority.

THEREFORE, BE IT RESOLVED, that the Town Board in its capacity as Members of the Riverhead Development Corporation, hereby determines that the usefulness of the RDC has been fulfilled and that the town attorney shall take all necessary steps to achieve the dissolution of the corporation.

BE IT FURTHER RESOLVED, that the Town Clerk shall provide a certified copy of this resolution to the RDC Members and Directors.

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

7/18/06

Adopted

TOWN OF RIVERHEAD

Resolution # 693

AUTHORIZES THE SUPERVISOR TO EXECUTE THE MASTER DEVELOPER DESIGNATION AGREEMENT WITH RIVERHEAD RENAISSANCE, LLC FOR THE REDEVELOPMENT OF A PORTION OF THE EAST MAIN STREET URBAN RENEWAL AREA

COUNCILWOMAN BLASS

_____ offered the following resolution, was seconded

COUNCILMAN DUNLEAVY

by _____:

WHEREAS, in furtherance of the objectives of Articles 15 and 15-A of the General Municipal Law of the State of New York (the "Urban Renewal Law"), the Town of Riverhead (the "Town") and the Community Development Agency (the "CDA") have undertaken a program for the acquisition, replanning, rehabilitation, restoration, reconstruction, redevelopment and disposition of blighted areas in the Town, and in connection with this program, the CDA has been engaged in carrying out an urban renewal program, as is more particularly set forth in the Town's East Main Street Urban Renewal Plan adopted October 19, 1993 for its downtown riverfront business district (hereinafter referred to as the "Urban Renewal Plan"); and

WHEREAS, the CDA authorized the issuance of a Request for Expressions of Interest (RFIQ) in June, 2005 for a developer to plan, finance, construct, operate and manage a high quality mixed-use development in the downtown Riverhead business district, specifically the area designated as the East Main Street Urban Renewal Area; and

WHEREAS, the Town did receive responses in July, 2005 and upon review and presentation did authorize the issuance of a Request for Proposals (RFP) in October, 2005; and

WHEREAS, the intent of the Town and the CDA in issuing the RFIQ and RFP was to identify a developer/team which best met the criteria established by the Board which included development and financial capability, experience, and the ability to undertake and complete the project successfully and the adaptability, specificity and phasing of the project, the proposal with the greatest potential for initial economic impact and support within the community; and

WHEREAS, the Town and public heard presentations on February 6, 2006 and evaluated the proposals made; and

WHEREAS, Apollo Real Estate Advisors, LP ("Apollo") responded to the RFIQ and RFP, wherein it presented to the Town and CDA proposals for redevelopment within the East Main Street Urban

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Renewal Area; and

WHEREAS, on March 7, 2006, by Resolution adopted by the CDA, the CDA Chair was authorized to commence negotiations with Apollo on a proposal for a planned development to revitalize downtown Riverhead; and

WHEREAS, the Town and the Town of Riverhead Parking District (the "Parking District") currently own property within the East Main Street Urban Renewal Area, some of which it intends to convey to Apollo for redevelopment as part of its proposed project; and

WHEREAS, the Town, the CDA, the Parking District and Apollo have negotiated an Agreement to designate Riverhead Renaissance, LLC, a separate entity that is controlled and managed by Apollo, as Master Developer as more specifically provided in the Master Development Designation Agreement attached hereto, for the redevelopment of a portion of the downtown Riverhead business district, specifically the area designated as the East Main Street Urban Renewal Area as contemplated by the RFIQ and the RFP issued by the CDA; **NOW, THEREFORE**,

BE IT RESOLVED, that, on behalf of the Town and the Parking District, the Supervisor is hereby authorized to execute the Master Developer Designation Agreement, substantially in the form attached hereto, with Riverhead Renaissance, LLC; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a certified copy of this resolution to Riverhead Renaissance, LLC, c/o Apollo Real Estate Advisors, LP, 60 Columbus Circle, New York, NY 10023, Weber Law Group, LLP, 201 North Service Road, Suite 300, Melville, NY 11747-3126, Twomey, Latham, Shea & Kelley, et al, LLP, P.O. Box 9398, Riverhead, NY 11901, the Town Attorney and the CDA Director.

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

MASTER DEVELOPER DESIGNATION AGREEMENT

Agreement dated as of July __, 2006 ("this Agreement") between the TOWN OF RIVERHEAD COMMUNITY DEVELOPMENT AGENCY, a public benefit corporation having its principal office at 200 Howell Avenue, Riverhead, New York 11901 (the "CDA"); the TOWN OF RIVERHEAD, a municipal corporation, having its principal office at 200 Howell Avenue, Riverhead, New York 11901 (the "Town"); TOWN OF RIVERHEAD PARKING DISTRICT #1, a body corporate and politic duly organized under the New York State Public Authorities Law, having its principal office at 200 Howell Avenue, Riverhead, New York 11901 (the "Parking District"; the CDA, Town and Parking District are collectively the "Municipal Entities"); and RIVERHEAD RENAISSANCE LLC, a Limited Liability Company with offices c/o Apollo Real Estate Advisors, LP, 60 Columbus Circle, New York, New York 10023 (the "Company").

RECITALS:

WHEREAS, in furtherance of the objectives of Articles 15 and 15-A of the General Municipal Law of the State of New York, as amended (the "Urban Renewal Law"), the Town and the CDA have undertaken a program for the acquisition, clearance, replanning, reconstruction and neighborhood rehabilitation of slum and blighted areas in the Town, and in connection with this program, the CDA has been engaged in carrying out a neighborhood redevelopment program and urban renewal program, as is more particularly set forth in the Town's 1993 Urban Renewal

Plan for its downtown riverfront business district (hereinafter referred to as the "Urban Renewal Plan"); and

WHEREAS, in 2003 the Riverhead Town Board adopted a Comprehensive Plan for the entire Town of Riverhead (the "Master Plan") and in connection therewith, the Riverhead Town Board, as lead agency for the implementation of the Master Plan, prepared a Final Generic Environmental Impact Statement ("FGEIS") in compliance with the State Environmental Quality Review Act ("SEQRA"), and by resolution adopted by the Riverhead Town Board on November 3, 2003, approved a Statement of Environmental Findings with respect to the Master Plan (the "Findings Statement"); and

WHEREAS, the Urban Renewal Plan provides a mechanism for the redevelopment of a major portion of the Town's downtown riverfront business district consisting of approximately 42 acres, extending along both sides of East Main Street and bordered on the East by the Atlantis Marine World and on the West by Peconic Avenue, which area is known as the East Main Street Urban Renewal Area ("EMSURA"); and

WHEREAS, on or about June 15, 2005, the Town issued a Request for Interest and Qualifications ("RFIQ") for a developer to plan, finance, construct, operate and manage a high quality mixed use development encompassing the entire EMSURA; and

WHEREAS, on October 15, 2005, in reaction to the responses to the RFIQ, the Town issued a Request for Proposals ("RFP") with regard to redevelopment of the EMSURA; and

WHEREAS, Apollo Real Estate Advisors, LP (“Apollo”) responded to the RFIQ and RFP, wherein it presented to the Town and CDA proposals for redevelopment of the EMSURA; and

WHEREAS, by Resolution dated and adopted on March 7, 2006, the CDA authorized the CDA Chair to commence negotiations with Apollo on a proposal for a planned development to revitalize downtown Riverhead and to report to the CDA Board; and

WHEREAS, the parties to this Agreement have agreed to designate the Company, which is wholly owned by an entity managed by Apollo, as “Master Developer” for the EMSURA; and

WHEREAS, the Town and the Parking District currently own property within the EMSURA, some of which it intends to convey to the Company as Master Developer, contingent upon a designation of the Company as the Qualified and Eligible Sponsor under Section 507 of the New York State General Municipal Law, to develop in accordance with Urban Renewal Plan and subject to the rules and procedures adopted by the CDA; and

WHEREAS, the Company has acquired title to the land and buildings known as and by the street address 126-138 East Main Street (the “Woolworth Parcel”) and intends to explore the acquisition of other properties within the Project Area; and

WHEREAS, the Company's redevelopment of parcels currently owned by the Town and Parking District and to be conveyed or leased to the Company, together with the Woolworth Parcel and, if acquired, other properties, all of which are located within the EMSURA, shall be known collectively as the "Project"; and

WHEREAS, it is Apollo's and the Company's intent to explore the acquisition of additional properties within the EMSURA to be developed in accordance with the Urban Renewal Plan for the EMSURA (the "Potential Projects") and to seek the designation as Qualified and Eligible Sponsor, where appropriate, and it is the intent of the Town and CDA to encourage and facilitate such acquisition by Apollo and the Company for purposes of redeveloping the EMSURA in accordance with the Urban Renewal Plan; and

WHEREAS, the CDA has determined that the Project and any Potential Projects must be developed in accordance with the Urban Renewal Law and the Urban Renewal Plan for the EMSURA including any modifications, amendments or restatements of that Plan; and that the planning and coordination of infrastructure improvements and the preservation of architectural integrity for redevelopment within the EMSURA is of paramount importance to the goals of the Urban Renewal Plan and Master Plan and that all development within the EMSURA must be coordinated in a professional and economically sound manner; and

WHEREAS, the Town has determined that such orderly redevelopment under the Urban Renewal Plan and Master Plan requires a GEIS for the EMSURA, which shall cover all proposed

development projects within the EMSURA, unless specifically excepted from the GEIS by determination of the Lead Agency; and

WHEREAS, the parties hereto are entering into this Agreement to set forth certain understandings and intentions of the Company and the Municipal Entities with respect to: (i) the terms and conditions for the Company to first be designated as "Master Developer" of EMSURA, and then, subject to applicable law and as appropriate, as the "Qualified and Eligible Sponsor" under the Urban Renewal Law and the adopted rules and procedures of the CDA for the Project and the Potential Projects; (ii) the rights and obligations of the parties to be performed prior to the execution of any land disposition agreements ("LDA's") or Development Leases (as defined in Article 7.3) respecting real property currently owned or subsequently acquired by any of the Municipal Entities and which are intended to be conveyed to the Company or its designee(s).

NOW THEREFORE, in consideration of the mutual covenants hereinafter contained and other good and valuable consideration exchanged by and among the parties hereto, the receipt and sufficiency of which hereby expressly are acknowledged, in order to accomplish the foregoing purposes, the parties hereto hereby AGREE as follows:

TERMS OF AGREEMENT

ARTICLE 1

**APPOINTMENT OF MASTER DEVELOPER AND
SELECTION OF QUALIFIED AND ELIGIBLE SPONSOR**

1.1 **APPOINTMENT OF MASTER DEVELOPER.** The Town and the CDA hereby designate the Company as the sole and exclusive Master Developer within the EMSURA, subject to and in accordance with the terms and conditions of this Agreement.

1.2 **DESIGNATION OF QUALIFIED AND ELIGIBLE SPONSOR.** Upon execution of this Agreement, it is the intention of the CDA, as the Town's Urban Renewal Agency to conduct such reviews and public hearings and perform such other due diligence as may be required by the adopted rules and procedures of the Urban Renewal Agency so as to designate the Company as the Qualified and Eligible Sponsor, as that term is defined in Section 507 of the General Municipal Law of the State of New York for the Project which the Company proposes to develop within the EMSURA as more fully set forth herein.

1.3 **FUTURE RIGHTS OF MASTER DEVELOPER.** Insofar as the Company is not in default of any of its material obligations (beyond any and all applicable notice and grace periods) as Master Developer and the Qualified and Eligible Sponsor pursuant to this Agreement, or any LDA or Development Lease for specific projects as further described in this Agreement, and so long as there is no material change in the Company's financial ability to complete the proposed project, and further, subject to the CDA's review and due diligence set forth above in

paragraph 1.2, and subject to the subsequent negotiation and execution of a new LDA or Development Lease, as the case may be, the CDA will designate the Company as the Qualified and Eligible Sponsor for any and all Potential Projects involving property within the EMSURA which may be acquired by any of the Municipal Entities during the Term of this Agreement, either on their own initiative or at the request of the Company as provided herein.

ARTICLE 2

THE INTENTIONS AND OBLIGATIONS OF THE COMPANY

2.1 ACQUISITION OF PROPERTY BY COMPANY AS MASTER DEVELOPER. The Company has acquired the Woolworth Parcel. The Company intends to explore the acquisition of other property for the purpose of constructing an approximately 200,000 square foot, multi-story building containing approximately 100 residential units or a flag hotel; a multiplex theater; and a specialty food store. The foregoing components constitute a portion of the Project located on the north side of East Main Street, as depicted on EXHIBIT _____, annexed hereto and made a part hereof.

2.2 ACQUISITION OF PROPERTY BY COMPANY AS QUALIFIED AND ELIGIBLE SPONSOR.

a. The Company, as Qualified and Eligible Sponsor, intends to acquire or lease, at the Company's option, property now owned by the Parking District and located north

and west of, and adjacent to the Woolworth Parcel for use in conjunction with the Project referenced in Article 2.1 above.

b. (1) The Company, as Qualified and Eligible Sponsor, intends to acquire or lease, at the Company's option, certain property now owned by the Town located immediately north of the Peconic River, east of Peconic Avenue, and south of existing commercial development on the south side of East Main Street, approximately as is shown on Exhibit _____, annexed hereto and made a part hereof, for the purpose of developing an approximately 100,000 square-foot, three-story building containing retail on the first level and approximately 50 residential units on the second and third levels, with sufficient additional parking for the building at the Company's expense, as another component of the Project.

(2) Prior to the date of this Agreement, the Company presented a conceptual Preliminary Development Proposal to the CDA that outlines its immediate development plans for the EMSURA. As soon as practicable after the date of execution of this Agreement by the Company and the Municipal Entities, and from time to time as changes are made during the SEQRA review process, the Company will coordinate a presentation or presentations to the CDA to outline any modifications to the previously presented Preliminary Development Proposal as the same may have been previously modified.

2.3 FUTURE DEVELOPMENT PROPOSALS. The Company, as Master Developer and Qualified and Eligible Sponsor, as appropriate, intends to acquire or lease additional property within the EMSURA for one or more Potential Projects, with the assistance

and cooperation of the Municipal Entities, to be developed in accordance with the Urban Renewal Plan for the EMSURA, as it presently exists or as it may be amended, modified or restated in the future. Unless otherwise provided herein, the terms of this Agreement shall govern the redevelopment of any such Potential Projects, and it is the intent of the parties that similar cost containment measures as set forth herein shall be applied to future development proposals.

2.4 PAYMENT OF FEES FOR THE TOWN'S REPRESENTATIVES. In

consideration of this Agreement, the Company has deposited this day with the Town an initial payment of ^{75,000.00} ~~\$100,000.00~~, which sum is to be utilized by the Town for payment of professional fees to the Town's Representatives for services rendered in connection with the implementation of all matters addressed in this Agreement, excluding the costs associated with the GEIS for the EMSURA which are set forth in Articles 4 and 6.3. The Company's agreement to pay the fees of the Town's Representatives is subject to the terms and conditions set forth in Article 6.4.

2.5 PAYMENT OF COSTS FOR THE GEIS FOR THE EMSURA. In addition to

the Company's agreement to pay the fees of the Town's Representatives as set forth in Articles 2.4 and 6.4 herein, the Company, as Master Developer and Qualified and Eligible Sponsor, agrees to advance all funds necessary to complete the GEIS for the EMSURA, which GEIS is to be performed by the Town and its Representatives, subject to the provisions of Article 4.4 below.

2.6 REQUIRED FILINGS. Within fifteen (15) days after the execution of this

Agreement by the Municipal Entities, the Company will file with the CDA a Redeveloper's

Statement of Qualifications and Responsibility, together with all other documents which may be required by the rules and procedures of the CDA and the laws of the State of New York.

2.7 APPROVALS.

a. The Company, as Master Developer and as Qualified and Eligible Sponsor, will promptly submit any and all required applications and supporting documentation to the Town Board, Town Planning Board (the "Planning Board") and/or the Town Zoning Board of Appeals ("ZBA"), as appropriate, for any and all land use approvals necessary for the Project or any Potential Projects. The Company shall incorporate changes to its development plans consistent with the terms of this Agreement, any Land Disposition Agreement or Development Lease, and as may be reasonably required by the Town Board, the Planning Board or the ZBA in connection with such land use approvals.

b. The Company may, at any time during the term of this Agreement, admit one or more financial partner(s), co-venturer(s) and/or "co-developer(s)" for the Project or any Potential Project, or of any component therein, provided that the Company shall always retain a majority interest and control in the venture. The Company shall provide the Municipal Entities with information concerning the resources, experience and proposed role of such partner(s), co-venturer(s) or "co-developers" as the Municipal Entities may reasonably request. The CDA and Town reserve the right to require the Company to demonstrate that the inclusion of any financial partner, co-venturer or co-developer will not materially affect the qualifications of the Company as the Qualified and Eligible Sponsor. The admission of any financial partner, co-venturer or co-developer for the Project or any Potential Project shall be subject to CDA timely review and

consent as may be required by all applicable rules, regulations, policies and procedures of the CDA and any other applicable law.

2.8 DELIVERY OF DOCUMENTS. Within thirty (30) days of execution of this Agreement by all parties hereto and to the extent available, the Company shall deliver to the Town Representatives copies of any and all development plans, surveys, reports and studies which must be reviewed by the Town Representatives in accordance with the issuance of any approvals for the Company's development projects. The Company shall continue to deliver such documents to the Town's Representatives during the course of this Agreement as such documents become available and/or necessary.

ARTICLE 3

THE INTENTIONS AND OBLIGATIONS OF THE MUNICIPAL ENTITIES

3.1 DELIVERY OF DOCUMENTS. Upon execution of this Agreement and to the extent not already provided to the Company, the Municipal Entities shall provide the Company with copies of any and all Urban Renewal Plans or proposed amendments to the existing Urban Renewal Plan, together with a copy of the 2003 Master Plan and any environmental studies generated in connection with that Plan. The Municipal Entities shall also provide copies of such plans and other information regarding the existing infrastructure within the EMSURA as may be necessary for the Company to design the Project or any Potential Projects, and such other

information, documents, surveys, plans and studies as may be reasonably requested by the Company.

3.2 DESIGNATION OF COMPANY AS QUALIFIED AND ELIGIBLE SPONSOR. Upon receipt of the required submissions by the Company, including HUD Form 6004 and the Company's compliance with all rules and regulations of the CDA, the CDA shall, pursuant to its adopted policies and procedures, promptly determine if, and notify the Company whether, it has been designated as the Qualified and Eligible Sponsor for the Project referenced in Article 2 above.

3.3 LAND DISPOSITION AGREEMENTS ("LDA") OR DEVELOPMENT LEASES. After the Company's designation as Qualified and Eligible Sponsor, the CDA and the Company shall immediately begin negotiations on one or more Land Disposition Agreements or, if appropriate, Development Leases, which shall set forth the terms and conditions, including purchase price or rent, for any properties to be conveyed by any of the Municipal Entities to the Company for redevelopment within the EMSURA. In the event the parties have not been able to negotiate and execute an LDA or Development Lease within one hundred twenty (120) days of the execution of this Agreement, either party may terminate this agreement upon thirty (30) days' written notice to the other.

3.4 SELECTION OF REPRESENTATIVES FOR MUNICIPAL ENTITIES. Upon the execution of this Agreement by the Municipal Entities and the receipt of the initial \$100,000.00 payment by the Company specified in Article 2.4 above, the Municipal Entities

shall designate and retain one or more qualified consultants, including special counsel, to assist the Municipal Entities and the Company with implementation of the matters addressed in this Agreement (“Town Representatives”).

3.5 **SEORA REVIEW.** Upon the execution of this Agreement and the selection of the Town’s Representatives, the Municipal Entities shall initiate such supplemental environmental reviews as the Town’s Representatives and the Municipal Entities determine are necessary to implement any future redevelopment within the EMSURA, including the Project and Potential Projects to the extent they have been identified and defined.

3.6 **URBAN RENEWAL PLAN.** Upon the execution of this Agreement and the selection of its Representatives, the CDA and other appropriate Municipal Entities shall review the existing Urban Renewal Plan and, if appropriate, amend, update or restate the Urban Renewal Plan so that it is consistent with the recently completed Master Plan, as that Plan applies to the EMSURA, as well as with any zoning amendments which have been enacted by the Town Board, to meet the goals and objectives of the EMSURA. It is the intention of the Municipal Entities that the amendment, updating or restatement of the Urban Renewal Plan shall provide the Municipal Entities with all of the benefits afforded by the Urban Renewal Law including, but not limited to, the authority set forth in General Municipal Law (“GML”) §§503(h) and 507.

3.7 **FINANCING.** The Municipal Entities shall assist the Master Developer and the Qualified and Eligible Sponsor, to the extent feasible and necessary in securing Tax Incentive Financing (“TIF”), Empire Zone designation or other public benefits to promote and facilitate the

redevelopment of the EMSURA. It is expressly understood and agreed that in the event the Master Developer and the Qualified and Eligible Sponsor seek IDA or Empire Zone entitlements, they will limit their application to the Empire Zone real property tax credits and do not intend to seek the abatement of any real property taxes.

3.8 **PARKING.** Upon the execution of this Agreement, the Municipal Entities shall initiate such measures as may be necessary to construct parking within the EMSURA to support the redevelopment of the EMSURA. The Municipal Entities agree to allocate a portion of the spaces located within the parking Atrium to be constructed behind the Woolworth Building for exclusive use by the Company in connection with the Project, based upon the Company's agreement to pay the proportionate cost of ultimate debt service for said parking Atrium. The Town intends, subject to reaching mutually satisfactory agreement in an LDA, to appoint the Company as coordinator for parking construction subject to the Municipal Entities' review and approval of specifications and costs.

3.9 **INFRASTRUCTURE IMPROVEMENTS.** Upon completion of any supplemental environmental studies which are initiated by the Municipal Entities, and consistent with the timing of the Project and any Potential Projects, the Municipal Entities shall initiate such measures as may be necessary to implement improvements to the existing infrastructure within the EMSURA to support the redevelopment of the EMSURA. These improvements may include, but are not limited to, sewer, water, lighting, park and recreation, road and signal improvements. The infrastructure improvements to be implemented by the Municipal Entities

shall not include any infrastructure or site improvements necessitated by, or for the sole benefit of the Project or any Potential Project, or any mitigation measures required solely for the Project or any Potential Project. For those infrastructure improvements and mitigation measures that benefits others as well as the Company, the Company will pay for its proportionate share of costs of such items as shall be determined by the Municipal Entities.

3.10 COOPERATION ON FUTURE DEVELOPMENTS. The Municipal Entities shall encourage and facilitate the Company's acquisition of additional properties within the EMSURA, as Master Developer or Qualified and Eligible Sponsor, for development consistent with the Urban Renewal Plan, including any future amendments, modifications or restatements of that Plan, in the manner set forth in Article 7.1.b. below, and pursuant to applicable State law.

ARTICLE 4

SEORA REVIEW FOR REDEVELOPMENT OF THE EMSURA

4.1 GEIS FOR MASTER PLAN. In support of the Master Plan, the Town Board, as lead agency pursuant to the State Environmental Quality Review Act ("SEQRA"), caused to be prepared a Draft Generic Environmental Impact Statement ("GEIS"), and Final GEIS dated October 21, 2003, and the required Findings Statement.

4.2 2004 ZONING AMENDMENTS. Upon completion of the Master Plan and the Findings Statement for the GEIS, in 2004 the Town Board adopted amendments to the Town's zoning ordinance to implement the objectives of the Master Plan. Among those amendments was

the creation of the "DC-1" zone, which includes all of the property also referred to as the EMSURA.

4.3 NEED FOR A GEIS FOR THE EMSURA. Redevelopment of the EMSURA, which contains downtown Riverhead's central business district and the most developed portion of the Peconic River Waterfront, requires careful, coordinated planning to mitigate potential environmental impacts and to properly design necessary improvements to the infrastructure. The specific infrastructure improvements and the potential environmental impacts from the redevelopment of the EMSURA should be further evaluated before individual redevelopment projects within the EMSURA can proceed. Accordingly, the Municipal Entities have determined that the preparation of a GEIS for the EMSURA addressing such issues as traffic, water, sewer, lighting, parking and air quality, among others, should be undertaken to promote the orderly and efficient redevelopment of the EMSURA. The scope of the EMSURA GEIS shall encompass, but not necessarily be limited to, the potential impacts identified as a result of the Project or any Potential Projects.

4.4 COST OF GEIS.

a. The cost of preparing the GEIS for the EMSURA shall be apportioned among the developers of projects within the EMSURA, based upon the relative square footage of each such development project. Projects for which applications are not submitted until after the completion of the GEIS, but which are submitted within three (3) years from its completion, shall be assessed their pro rata share of the cost of the GEIS. The Town will not include any

development projects applications that are submitted to the Town or its agencies after the expiration of six (6) months after the initial scope of the GEIS is approved by the Town.

b. The Town shall create a special fund for the cost of preparing the the GEIS for the EMSURA. In consideration of this Agreement, the Company agrees to make an initial deposit of \$100,000.00 into this fund within 10 (ten) days after its designation as Qualified and Eligible Sponsor by the CDA, which sum is to be applied towards the costs of completing the GEIS. This contribution is in addition to the initial payment of \$100,000.00 to be made by the Company pursuant to Article 2.4. The Company agrees to make such additional payments as may be necessary to complete the GEIS, up to and including the adoption of a Findings Statement by the Lead Agency, upon submission of appropriate documentation for such costs by the Municipal Entities to the Company. The Company's agreement to fund the cost of the GEIS is subject to reimbursement as provided in Article 4.4 c. below.

c. The Municipal Entities shall assess other proposed projects within the EMSURA for their pro rata share of the GEIS. Reimbursements shall be made to the Company, as appropriate, to the extent the Company has exceeded its pro rata share of the cost of the GEIS.

4.5 SITE-SPECIFIC ENVIRONMENTAL REVIEWS. Upon completion of the GEIS, the Municipal Entities and their representatives will determine, on a project-by-project basis, whether the impacts of any particular proposed development have been adequately addressed by the GEIS, or whether project-specific supplemental environmental reviews will be

required. To the extent any proposed development projects within the EMSURA wish to proceed prior to the completion of the GEIS, their potential impacts, and the need for project-specific environmental impact statements will be determined on a project-by-project basis.

ARTICLE 5

INFRASTRUCTURE IMPROVEMENTS

5.1 PROPOSED IMPROVEMENTS. The Municipal Entities recognize that the successful residential, commercial, retail and recreational redevelopment of the EMSURA will require improvements to that area's infrastructure. These improvements are likely to include a parking garage; possible expansion of the sewer system, including the collection system; park and recreational space; potential road reconfiguration and signal improvements; enhancements to the water supply and lighting. These infrastructure improvements are in addition to any on-site or off-site infrastructure improvements or mitigation measures which are required for the Project or any Potential Project. The Town will consider using the Company as the coordinator for the construction of infrastructure improvements and parking, other than sewer and water required by the Project, subject to reaching a mutually satisfactory agreement in an LDA and further subject to ^{the} Municipal Entities' review and approval of specifications and costs.

5.2 PARKING.

a. The Municipal Entities contemplate the construction of an approximately 1,100 car parking garage on the north side of Main Street west of East Avenue, on a portion of the land currently owned by the Town of Riverhead Parking District #1 adjacent to the Woolworth Parcel. Upon the execution of this Agreement, the Municipal Entities shall immediately undertake such steps as may be necessary to secure the most expeditious construction of the proposed parking garage so that such parking is available for use by the Master Developer and the Qualified and Eligible Sponsor upon the completion of the Project.

b. It is currently contemplated that the capital cost of the parking garage will be funded by the Municipal Entities with: (i) Public Funding in the form of federal, state and other grants and/or subsidies, without direct cost (other than in connection with TIF programs) to the Municipal Entities or the Company; (ii) the sale of property by the Parking District or other Municipal Entity for redevelopment; and (iii) with respect to public parking facilities, the proceeds of bonds issued by the Municipal Entities.

c. It is the intent of the Parking District that the cost of constructing the parking garage shall ultimately be borne by the owners of property within the Parking District in the form of special assessments and/or user fees. The Company shall have the right to request an allocation of specific portions of the parking garage to the Company for its dedicated use, based upon its agreement to bear a proportionate share of the ultimate debt service. The parties contemplate utilizing "Tax Increment Financing", whether under the New York State Municipal

Redevelopment Law or the New York State Empire Zones Act (or both) ("TIF") as one of the sources of funding to pay the costs of the parking garage. Upon presentation of this Agreement for review by Town Board, appropriate resolutions shall be offered for consideration by the Town Board to establish TIF in the EMSURA. Federal, State and other governmental and public grants and/or subsidies and TIF are collectively referred to herein as the "Public Funding."

5.3 OTHER INFRASTRUCTURE IMPROVEMENTS.

a. Upon completion of the GEIS for the EMSURA, the Municipal Entities shall immediately undertake such planning or additional studies as may be necessary to design, finance and construct the additional infrastructure needed to support redevelopment of the EMSURA. The infrastructure improvements to be implemented by the Municipal Entities shall not include any infrastructure or on-site improvements necessitated solely by, or solely for the benefit of, the Project or any Potential Project, or any mitigation measures required solely for the Project or any Potential Project as a result of any SEQRA or planning review. For those infrastructure improvements and mitigation measures that benefit others as well as the Company, the Company will pay for its proportionate share of the costs of such items as shall be determined by the Municipal Entities.

b. The Municipal Entities agree that, if appropriate, additional special purpose or special improvement districts will be created within the EMSURA to facilitate the construction of and payment for these improvements, with the repayment of such costs to be made by the owners of property within the EMSURA on an equitable basis.

It is the intention of the Municipal Entities that infrastructure improvements which are for the benefit of the public as a whole will be paid for by the Municipal Entities. The Company shall bear the expense of any and all infrastructure improvements or mitigation measures, necessitated solely by the Project or any Potential Project.

ARTICLE 6

SELECTION OF THE TOWN REPRESENTATIVES AND COMPANY'S PAYMENT OF FEES AND COSTS

6.1 TOWN REPRESENTATIVES. The Municipal Entities have selected, or intend to select planning, engineering and environmental consultants in the Town's sole discretion to assist in the implementation of this Agreement, project specific agreements, LDA's, Development Leases, the GEIS for the EMSURA, any updated or restated Urban Renewal Agreements and any work related to these or other studies or agreements for the implementation of the Urban Renewal Plan. The Town has also retained Special Counsel in connection with the negotiation of this Agreement all subsequent agreements between the Company and the Town, CDA, Parking District and IDA, and all matters referenced in this Article. These professionals are, collectively, the Town's Representatives.

6.2 SCOPE OF WORK. The Town Representatives' tasks shall include, but shall not be limited to the following:

- a. Assist the Town and CDA in the review and designation of the Master Developer and Qualified and Eligible Sponsors;
- b. Preparation of the GEIS for the EMSURA;
- c. Preparation of updates, amendments or restatement of the Urban Renewal Plan;
- d. Perform project specific review of redevelopment plans;
- e. Develop proposals for rezoning, if necessary, to reconcile redevelopment of EMSURA with Master Plan;
- f. Assist Municipal Entities and the Company in the acquisition of future properties within EMSURA.

6.3 GEIS FOR THE EMSURA AND UPDATE OF THE URBAN RENEWAL PLAN.

a. As specified in Article 4.4 b, above, the Company agrees to make an initial payment to the Town in the sum of \$100,000.00, to be applied towards the preparation of the GEIS for the EMSURA and the update of the Urban Renewal Plan. The Town's Representatives estimate the cost of preparing the GEIS, up to and including the adoption of a Findings Statement by the Lead Agency, and update of the Urban Renewal Plan will be \$300,000. This cost is subject to revision once a GEIS scoping document has been accepted by the Lead Agency.

b. The Municipal Entities shall provide revised estimates of the cost of the GEIS and Urban Renewal Plan update within thirty (30) days of the acceptance of the GEIS scoping document. The actual cost of the GEIS and Urban Renewal Plan update shall be determined upon their completion. The Company agrees to reimburse the Municipal Entities for all reasonable and documented costs incurred by the Town's Representatives within thirty (30) days of the submission of monthly invoices to the Company by the Municipal Entities.

c. Notwithstanding the Company's agreement to reimburse the Municipal Entities for the cost of the GEIS and Urban Renewal Plan update as provided herein, the cost of the GEIS and Urban Renewal Plan update shall be equitably apportioned among all development projects which are currently pending or which are proposed for development within the EMSURA within three (3) years of completion of the GEIS. A reasonable allocation shall be made in the sole discretion of the Municipal Entity, and shall take into account such factors as size of the proposed project, need for infrastructure improvements related to the proposed project, and similar factors.

6.4 PAYMENT OF COSTS OTHER THAN FOR THE URBAN RENEWAL PLAN UPDATE AND GEIS FOR THE EMSURA BY THE COMPANY.

a. In addition to the payment to be made pursuant to Article 6.3 above, the Company shall remit to the Town, or the CDA if so designated by the Town, the sum of \$75,000.00 as an initial payment for all other reasonable and necessary professional fees and expenses incurred by the Municipal Entities for work to be performed by the Town

Representatives pursuant to the provisions of this Agreement and which are related to the Project. The Company shall reimburse the Town for all such costs and expenses of the Town's Representatives as they are incurred, up to \$250,000 (the "Cap"), *based on monthly invoices,*

b. Professional fees and expenses incurred by the Town's Representatives for Potential Projects of the Company beyond those which comprise the Project, and any and all costs, including legal costs, associated with or incurred by the IDA in connection with the Project, shall not be subject to or included within the limitations set forth in ~~this~~ subparagraph a. above. As such Potential Projects are proposed by the Company, the parties hereto shall agree on any necessary and reasonable adjustment to the Cap as a condition to the review of any Potential Project by the Municipal Entities. Company shall be liable for such further reimbursement to the Town.

6.5 PROJECT SPECIFIC COSTS. In addition to the payments to be made pursuant to Articles 6.3 and 6.4 above, the Company agrees to promptly reimburse the Town or CDA for the necessary and reasonable cost to be incurred by the Town or CDA or the Town's Representatives in connection with specific approvals of the Company's projects, such as review of site or engineering plans, which may be required by the Municipal Entities, the Planning Board or Zoning Board of Appeals.

6.6 OTHER COSTS AND FEES. As provided in Article 7.1.b. below, the Company also agrees to promptly pay or reimburse the Municipal Entities for all costs, fees and expenses in connection with the acquisition and disposition of any property by the Municipal

Entities to the extent such property acquisition is requested and incorporated by the Company in Potential Projects.

6.7 **TERMINATION BY THE COMPANY.** After the expiration of six (6) months from the date of execution of this Agreement by the Municipal Entities, the Company may decide to discontinue the Project and may terminate this Agreement upon not less than thirty (30) days' written notice to the Municipal Entities,

ARTICLE 7

TRANSFER OF PROPERTY

7.1 **PROJECT SPECIFIC AGREEMENT.**

a. The parties acknowledge that upon designation of the Company as a Qualified and Eligible Sponsor and the acceptance of the Company's Preliminary Development Proposal as an Urban Renewal Project by the CDA pursuant to Article 2.2, the CDA or other appropriate Municipal Entity shall begin good faith negotiations of such project-specific agreement(s) for the transfer of such property to the Company or its designee, subject to the provisions of Article 2.7(b) above, by means of an LDA or Development Lease. The purchase price, or rent, as the case may be, to be paid by the Company and all other essential terms and conditions of the disposition and transfer of any property to be conveyed to the Company shall be set forth in detail in the project specific agreement. It is the intent of the parties hereto that

each Project Specific Agreement, Development Lease and LDA will meet the requirements of GML Section 507 (2)(d) and shall be subject to approval by the appropriate Municipal Entity.

b. As provided in Article 2.3 above, the Company intends to make application to the Municipal Entities for conceptual approval for one or more Potential Projects that may include real property not owned by the Company at the time of its application. In the event the appropriate Municipal Entity(ies) approve the conceptual plan and the Company, after using commercially reasonable efforts to acquire such land at fair market value, is unable to do so, then upon request of the Company, the appropriate Municipal Entity shall use its best efforts to acquire such property as may be necessary to complete the Potential Project. The Company shall be responsible for all costs of acquisition incurred by the Municipal Entity, including all legal and other professional fees and costs, and shall pay all such costs when required by the Municipal Entity or by law. Upon acquisition by the Municipal Entity, such property shall become the subject of a Project-Specific Agreement, LDA or Development Lease, and shall be conveyed or leased to the Company or its designee in accordance with such project-specific Agreement, LDA, or Development Lease.

7.2 PURCHASE PRICE. The lease or purchase payments made by the Company to any Municipal Entity for any property sold or leased to the Company pursuant to any Project-Specific Agreement shall be determined by an appraisal of the land and any existing improvements based upon the fair market value of the approved final development plan of the site to be transferred. In making the determination of fair market value, the appraisal shall

assume that all off-site infrastructure improvements have been completed and in place, but shall not include the cost of any project-specific infrastructure improvements or mitigation measures paid for by the Company. The specific appraisal process, as well as the method of calculating the purchase price or lease payments, shall be provided in the LDA or Development Lease for the Project or any Potential Project.

7.3 DEVELOPMENT LEASES. The Company intends to request the participation of the Town of Riverhead Industrial Development Agency (“IDA”) in the sale-leaseback of the eligible sites acquired by the Company for redevelopment. In the event that the IDA participates in the process, Company may take advantage of all tax credits and other benefits that accrue for such an arrangement; the Company does not intend to seek the abatement of any special district taxes or real estate taxes. The IDA leases shall contain such terms and conditions as are necessarily required to accommodate the Company’s leasehold financing. Such IDA leases and other leases of real property from any of the Municipal Entities are hereinafter referred to as “Development Leases”.

7.4 ACQUISITION OF PROPERTY ALREADY OWNED BY THE TOWN. With respect to property that the Town already owns, ^{and notwithstanding the provisions of Article 4-6,} the Town will pay all of its own closing costs and fees on the sale of such property to the Company.

ARTICLE 8

MISCELLANEOUS

8.1 **NON-BINDING EFFECT.** This Agreement sets forth the parties' mutual understandings as of the date of this Agreement and the Company's rights to the Project or any Potential Projects shall be limited to the rights expressly set forth herein. No property interests or development rights shall arise for the benefit of the Company until approval and full execution of a respective Project Specific Agreement by the appropriate Municipal Entity(ies) in accordance with applicable law and the terms and provisions of this Agreement. Neither this Agreement nor any Project-Specific Agreement shall constitute authority or approval for the construction of the Project or any Potential Projects until any and all municipal reviews required by such Project-Specific Agreement have been completed by the appropriate Municipal Entity(ies) in accordance with applicable law and this Agreement.

8.2 **EXCLUSIVITY.** During the Term of this Agreement, provided the Company is not in material default under any LDA or Development Lease beyond any and all applicable notice and grace periods, and further provided that the Company is qualified under the applicable provisions of the General Municipal Law as a Qualified and Eligible Sponsor, the Municipal Entities will not: (i) designate any person, firm or entity, other than the Company, as a Qualified and Eligible Sponsor or Master Developer for the redevelopment of any projects in the EMSURA (ii) approve any project which is proposed by an owner of property within the

EMSURA, which is inconsistent with the Urban Renewal Plan, as that Plan may be amended, modified or restated, or which fails to comply with the Findings of the GEIS. The Municipal Entities expressly reserve their right to determine that certain projects need not be subject to the GEIS for the EMSURA and therefore may proceed prior to its completion. The Municipal Entities shall utilize the provisions of General Municipal Law (GML) Section 503(h) and/or impose such other limitations not in excess of three (3) years, if available.

8.3 TERM. The Term of this Agreement shall be from the date of execution through three (3) years from the adoption of a new Urban Renewal Plan for the EMSURA, or modifications to the existing Urban Renewal Plan, with the Company having the right to renew the Agreement for two successive three (3) year periods, provided that:

a. The Company is not in default under any LDA or Development Lease beyond any and all applicable notice and grace periods; and

b. The Company is qualified at the time of renewal under the applicable provisions of the General Municipal Law, as a Qualified and Eligible Sponsor.

Notwithstanding the aforesaid, in the event the parties have not been able to negotiate and execute an LDA or Development Lease within one hundred twenty (120) days of the execution of this Agreement, either party may terminate this Agreement upon thirty (30) days' written notice to the other.

8.4 VENUE. Any action or proceeding to enforce any provision of this Agreement shall be commenced in Supreme Court, Suffolk County.

TOWN OF RIVERHEAD COMMUNITY
DEVELOPMENT AGENCY

By: _____

TOWN OF RIVERHEAD

By: _____

TOWN OF RIVERHEAD PARKING
DISTRICT #1

By: _____

RIVERHEAD RENAISSANCE LLC

By: _____

127

7/18/06

Adopted

TOWN OF RIVERHEAD

Resolution # 694

AUTHORIZES THE SUPERVISOR TO EXECUTE AGREEMENTS IN CONNECTION WITH COUNTY OF SUFFOLK EISEP & CSE HOUSEKEEPER/CHORE CONTRACTS

COUNCILMAN DUNLEAVY

_____ offered the following resolution,

was seconded by COUNCILWOMAN BLASS:

WHEREAS, the County of Suffolk has stated that sufficient funding exists in the 2006 Suffolk County Operating Budget; and

WHEREAS, the Town received contracts from Suffolk County Office for the Aging for the purpose of making an EISEP (Expanded In-Home Services for the Elderly Program and CSE (Community Services for the Elderly 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 EISEP & CSE Housekeeper/Chore 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

Dunleavy <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Bartunck <input type="checkbox"/> Yes <input type="checkbox"/> No ABSENT
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	

County of Suffolk



Steve Levy
Suffolk County Executive

Office for the Aging
Holly S. Rhodes-Teague
Director

June 19, 2006

The Honorable Philip Cardinale
Supervisor
Town of Riverhead
200 Howell Avenue
Riverhead, New York 11901

RE: EISEP Housekeeper/Chore
IFMS No. SCS EXE 06000010124

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 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.

Included as part of the Agreement is Suffolk County Form SCEX 22, Contractor's/Vendor's Public Disclosure Statement. Please complete this form in each contract. If your organization is exempt, three copies of the form still **must be notarized**, however, only Items 1, 12 and 13 must be completed. Also, be sure to complete the enclosed "Union Organizing Certification/Declaration-Subject to Audit" (DOL-LO1).

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
Fiscal Administrator II

LH:MVK:ny
Enclosures
cc: Judy Doll

G:\WYANOFISKY\MVK\formletters\ltr2copagreem with SCEX 22.TownCC.doc

SUFFOLK COUNTY DEPARTMENT OF LABOR – LABOR MEDIATION UNIT
UNION ORGANIZING CERTIFICATION/DECLARATION – SUBJECT TO AUDIT

If the following definition of “County Contractor” (Union Organizing Law Chapter 466-2) applies to the contractor’s/beneficiary’s business or transaction with Suffolk County, the contractor/beneficiary must complete Sections I, III, and IV below. If the following definitions do not apply, the contractor/beneficiary must complete Sections II, III and IV below. Completed forms must be submitted to the awarding agency.

County Contractor: “Any employer that receives more than \$50,000 in County funds for supplying goods or services pursuant to a written contract with the County of Suffolk or any of its agencies; pursuant to a Suffolk County grant; pursuant to a Suffolk County program; pursuant to a Suffolk County reimbursement for services provided in any calendar year; or pursuant to a subcontract with any of the above.”

Section I The Union Organizing Law applies to this contract. I/we hereby agree to comply with all the provisions of Suffolk County Local Law No. 26-2003, the Suffolk County Union Organizing Law (the law) and, as such shall not use County funds to assist, promote, or deter union organizing (**Chapter 466-3 A**), nor seek reimbursement from the County for costs incurred to assist, promote, or deter union organizing. (**Chapter 466-3 B**)

Check if I/we further agree to take all action necessary to ensure that County funds are not used to assist, promote, or deter
Applicable union organizing. (**Chapter 466-3 H**)

I/we further agree that if any expenditures or costs incurred to assist, promote, or deter union organizing are made, I/we shall maintain records sufficient to show that no County funds were used for those expenditures and, as applicable, that no reimbursement from County funds has been sought for such costs. I/we agree that such records shall be made available to the pertinent County agency or authority, the County Comptroller, or the County Department of Law upon request. (**Chapter 466-3 I**)

I/we further affirm to the following:

- I/we will not express to employees any false or misleading information that is intended to influence the determination of employee preferences regarding union representation;
- I/we will not coerce or intimidate employees, explicitly or implicitly, in selecting or not selecting a bargaining representative;
- I/we will not require an employee, individually or in a group, to attend a meeting or an event that is intended to influence his or her decision in selecting or not selecting a bargaining representative;
- I/we understand my/our obligation to limit disruptions caused by prerecognition labor disputes through the adoption of nonconfrontational procedures for the resolution of prerecognition labor disputes with employees engaged in the production of goods or the rendering of services for the County; and
- I/we have or will adopt any or all of the above-referenced procedures, or their functional equivalent, to ensure the efficient, timely, and quality provision of goods and services to the County. I/we shall include a list of said procedures in such certification.

I/we further agree that every County contract for the provision of services, when such services will be performed on County property, shall include a requirement that I/we adopt a reasonable access agreement, a neutrality agreement, fair communication agreement, no intimidation agreement, and a majority authorization card agreement.

I/we further agree that every County contract for the provision of human services, when such services are not to be performed on County property, shall include a requirement that I/we adopt, at the least, a neutrality agreement.

I/we understand that the efficient, timely, and nondisruptive provision of goods and services is a paramount financial interest of the County of Suffolk and as such, the County expects the potential County contractor to protect the County’s financial interest by adopting nonconfrontational procedures for the orderly resolution of labor disputes, including, but not limited to, neutrality agreements, majority authorization card agreements, binding arbitration agreements, fair communication agreements, nonintimidation agreements, and reasonable access agreements.

Section II The Union Organizing Law does not apply to this contract for the following reason(s): _____

Check if
Applicable

Section III

Contractor Name: _____ Federal Employer ID#: _____

Contractor Address: _____ Amount of Assistance: _____

Vendor #: _____

Contractor Phone #: _____

Description of project or service: _____

Section IV

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

Authorized Signature

Date

Print Name and Title of Authorized Representative

Amendment of Agreement

This is the First Amendment of an Agreement (Agreement), last dated October 14, 2005, 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 H. Lee Dennison Building, 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 extend the term of the Expanded In-Home Services for the Elderly Program (EISEP) from March 31, 2006 through March 31, 2007 (the period April 1, 2006 through March 31, 2007 being hereinafter called the "2006 Extension Period"). Sufficient funding exists in the 2006 Suffolk County Operating Budget.

Term of Agreement: Shall be April 1, 2005 through March 31, 2007, with three one-year extensions, at the County's option.

Total Cost of Agreement: Shall be paid on a fee-for-service basis for each contract year (April 1 through the following March 31), at the rate of \$13.32 for the current contract, as set forth in Exhibit C-2006 attached.

Terms and Conditions: Shall be as set forth in Exhibits A-2006 and C-2006 attached.

In Witness Whereof, the parties hereto have executed this First Amendment of 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: _____

Date: _____

Approved:

Approved as to Form, Legality:

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 Citizen Program Coordinator

Exhibit A –2006

Whereas, the **County** and **Contractor** have entered into an Agreement (Law No. AG002M/0012-10R), last dated October 14, 2005, for a term from April 1, 2005 through March 31, 2006 for an EISEP/CSE Housekeeper/Chore Program; and

Whereas, the parties hereto desire to modify the Agreement to extend the term of the Agreement from March 31, 2006 through March 31, 2007;

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

1. Term of Agreement:

The Term of Agreement paragraph on the cover page of the Agreement is amended to read April 1, 2005 through March 31, 2007 as set forth on page 1 of this First Amendment of Agreement.

2. Rate Page:

The rate at which the **Contractor** shall be paid for this Extension Period is as set forth in Exhibit C-2006, annexed hereto and made part of the Agreement.

3. Paragraph 7 of Exhibit A1 to the agreement is amended to read as follows:

7. **Addresses for Notices, Claims and Reports**

(a) **Notices, Relating to Payments, Reports or Other Submissions.**

Any communication, notice, claim for payment, report, or other submission necessary or required to be made by the parties regarding this Agreement shall be in writing and shall be given to the County or the Contractor or their designated representative at the following addresses or at such other address that may be specified in writing by the parties and must be delivered as follows:

For Aging:

***By Registered or Certified Mail in Postpaid Envelope or
by Nationally Recognized Courier Service***

Holly S. Rhodes-Teague, Director
Suffolk County Office for the Aging
H. Lee Dennison Building
100 Veterans Memorial Highway
P.O. Box 6100
Hauppauge, New York 11788-0099

and

For the Contractor:

***By Registered or Certified Mail in Postpaid Envelope or
by Nationally Recognized Courier Service***

At the address set forth on page one of this Agreement, attention of the person who executed this Agreement or such other designee as the parties may agree in writing.

(b) Notices Relating to Insurance

Any communication, notice or other submission regarding insurance requirements under this Agreement shall be in writing and shall be given to the County or the Contractor or their designated representative at the following addresses or at such other addresses that may be specified in writing by the parties and must be delivered as follows:

For Aging:

By Registered or Certified Mail in Postpaid Envelope or by Nationally Recognized Courier Service

Holly S. Rhodes-Teague, Director
Suffolk County Office for the Aging
H. Lee Dennison Building
100 Veterans Memorial Highway
P.O. Box 6100
Hauppauge, New York 11788-0099

and

Christine Malafi, County Attorney
Suffolk County Department of Law
H. Lee Dennison Building
100 Veterans Memorial Highway
P.O. Box 6100
Hauppauge, New York 11788-0099

and

For the Contractor:

By Registered or Certified Mail in Postpaid Envelope or by Nationally Recognized Courier Service

At the address set forth on page one of this Agreement, attention of the person who executed this Agreement or such other designee as the parties may agree in writing.

(c) Notices Relating to Indemnification and Termination

Any communication or notice regarding indemnification or termination shall be in writing and shall be given to the County or the Contractor or their designated representative at the following addresses or at such other addresses that may be specified in writing by the parties and must be delivered as follows:

For the County:

By Registered or Certified Mail in Postpaid Envelope or by Nationally Recognized Courier Service

Holly S. Rhodes-Teague, Director
Suffolk County Office for the Aging
H. Lee Dennison Building
100 Veterans Memorial Highway

P.O. Box 6100
Hauppauge, New York 11788-0099

and

Christine Malafi, County Attorney
Suffolk County Department of Law
H. Lee Dennison Building
100 Veterans Memorial Highway
P.O. Box 6100
Hauppauge, New York 11788-0099

and

For the Contractor:

***By Registered or Certified Mail in Postpaid Envelope or
by Nationally Recognized Courier Service***

At the address set forth on page one of this Agreement, attention of the person who executed this Agreement or such other designee as the parties may agree in writing.

Notices sent under paragraphs a, b, and, c above shall be deemed to have been duly given (i) if mailed by registered or certified mail, upon the seventh business day after the mailing thereof; or (ii) if by nationally recognized overnight courier service, upon the first business day subsequent to the transmittal thereof.

Each party shall give prompt written notice to the other party of the appointment of successor(s) to the designated contact person(s) or his or her designated successor(s).

(d) Notices Relating to Litigation

i. Any notice by either party to the other with respect to the commencement of any lawsuit or legal proceeding against the other, shall be effected pursuant to and governed by the New York State Civil Practice Law and Rules or the Federal Rules of Civil Procedure, as applicable.

ii. In the event the Contractor receives a notice or claim or becomes a party (plaintiff, petitioner, defendant, respondent, third party complainant, third party defendant) to a lawsuit or any legal proceeding related to this Agreement, the Contractor shall immediately forward to the County Attorney, at the addresses set forth in sub-paragraph b above, copies of all papers filed by or against the Contractor. Notices shall be as provided in paragraph (c) above.

4. Subparagraph (g) of Paragraph 13 of Exhibit A1 to the Agreement is replaced in its entirety with the following:

(g) The **Contractor** agrees that it shall protect, indemnify and hold harmless the **County** and its officers, officials, employees, contractors, agents and other persons from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and reasonable attorney's fees, arising out of the acts or omissions or the negligence of the **Contractor** in connections with the services described or referred to in this Agreement. The **Contractor** shall defend the **County** and its officers,

officials, employees, contractors, agents and other persons in any suit, including appeals, or at the **County's** option, pay reasonable attorney's fees for defense of any such suit arising out of the acts or omissions or negligence of the **Contractor**, its officers, officials, employees, subcontractors or agents, if any, in connection with the services described or referred to in this Agreement.

5. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflict of laws. Venues shall be designated in Suffolk County, New York or the United States District Court for the Eastern District of New York.

6. Force Majeure

Neither party shall be held responsible for any delay or failure in performance hereunder to the extent such delay or failure is caused by fire, flood, explosion, war, strike, embargo, civil or military authority, act of God, act or omission of carriers, power failure or similar causes beyond its control ("force majeure conditions"). If any force majeure condition occurs, the party delayed or unable to perform shall give immediate notice to the other party.

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

— End of Text —

C/A Ref. AG002M/0015-10RA
Revised 6/16/06
EISEP Housekeeper/Chore

IFMS No. SC EXE #06000010124
Nos. 001-6778-4980-95285-10124
First Amendment

Exhibit C-2006
RATE PAGE
EISEP Housekeeper/Chore Program
Town of Riverhead
April 1, 2006 – March 31, 2007

Non Medical in-home personal care to be paid at the rate of \$13.32 per unit of service, as authorized in the care plan, for the current program year.

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

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

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

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

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

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

Please check to the left side of the appropriate exemption.

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

Dated: _____ Signed: _____
 Printed Name of Signer: Philip J. Cardinale
 Title of Signer: Town Supervisor
 Name of Contractor/Vendor: Town of Riverhead

UNIFORM CERTIFICATE OF ACKNOWLEDGMENT
(Within New York State)

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

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.

 (signature and office of individual taking acknowledgement)

7/18/06

Adopted

TOWN OF RIVERHEAD

Resolution # 695

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

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

WHEREAS, through tax default the County of Suffolk has acquired the real property known as 0600-122-01-13 (1114 Woodcrest Avenue), in the Town of Riverhead; and

WHEREAS, the Town of Riverhead's intended use of the real property known as 0600-122-01-13 (1114 Woodcrest Avenue), is for affordable housing purposes; and

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

NOW THEREFORE BE IT RESOLVED, the Town Board of the Town of Riverhead hereby authorizes the Supervisor to take all necessary steps to take title to the tax default property known as 0600-122-01-13 (1114 Woodcrest Avenue) for \$1.00; and be it further;

RESOLVED, THAT THE Town Clerk is hereby authorized to forward a certified copy of this resolution to County of Suffolk, Department of Planning Division of Real Estate, Wayne Thompson, PO Box 6100, Hauppauge, NY 11788; Elaine Harrison, Office of the Suffolk County Treasurer, 330 Center Drive, Riverhead, NY 11901; Honorable Ed Romaine, County Legislator, First District, 423 Griffing Avenue, Riverhead, NY 11901; Town Engineer, Highway Department, Assessor's Office, Tax Receiver's Office, Supervisor's Office, Building Department, Community Development Office, and the Town Attorney's Office.

THE VOTE

DUNLEAVY YES ___ NO BARTUNEK ___ YES ___ NO ABSENT

BLASS YES ___ NO DENSIESKI YES ___ NO

CARDINALE YES ___ NO

THIS RESOLUTION IS ___ IS NOT
DECLARED DULY ADOPTED

The Resolution Was Was Not
Thereupon Duly Declared Adopted

7/18/06

Town of Riverhead

Resolution # 696

Adopted

REQUESTS TRANSFER OF COUNTY PROPERTY TO THE TOWN OF RIVERHEAD

COUNCILMAN DENSIESKI

_____ offered the following resolution, which was

seconded by **COUNCILWOMAN BLASS** _____.

WHEREAS, the Town of Riverhead has undertaken significant downtown redevelopment activities and proposes continuation of said activities to include park improvements, pedestrian and bicycle improvements, parking and sidewalk improvements; and

WHEREAS, the area includes a portion of CR 63, also known as Peconic Avenue; and

WHEREAS, the Suffolk County Department of Public Works has offered to the Town of Riverhead by letter dated January 19, 2006 the transfer of ownership of that portion of CR 63/Peconic Avenue from the Town of Riverhead line north to NYS Rt25, but not including responsibility for maintenance and repair of the culvert under CR 63 which the county has scheduled for a drainage improvement project to be undertaken in 2006; and

WHEREAS, the Town of Riverhead finds that said offer is in the best interests of the town, its residents and the residents of Suffolk County.

THEREFORE, BE IT RESOLVED, that the Riverhead Town Board hereby requests transfer of the portion of CR63/Peconic Avenue from the point to the south where it enters the Town of Riverhead and to the north where it meets NYS Rt25/Main Street but not including responsibility for the maintenance and repair of the culvert under CR 63 which would remain with the County of Suffolk including completion of the drainage project on CR 63 as designed and proposed for construction in 2006.

BE IT FURTHER RESOLVED, that the Town Clerk shall forward a certified copy of this resolution to SCDPW, County Executive Steve Levy, Legislator Ed Romaine, Engineering, Town Attorney, Highway Department and Community Development.

~~THE VOTE~~

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

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

7/18/06

Town of Riverhead

Adopted

Resolution # 697

Authorizes Submission of Application for Mini-Grant Program to the Peconic Estuary Program

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

WHEREAS, the Peconic Estuary Program has announced the availability of funds for the 2006 Mini-Grant Program; and

WHEREAS, the program allows for grants up to \$5,000 for projects that increase public awareness of the estuarine environment and/or encourage active public participation in protecting and restoring the Peconic Estuary; and

WHEREAS, the Town is proposing a public education project in conjunction with the fish migration projects being undertaken in Grangebel Park, specifically at the south spillway with the construction of a rock ramp, a project which is fully funded by state, federal and private grant sources; and

WHEREAS, the project will include the development of signage to be installed at the south spillway location to provide the public with educational information concerning the purpose and operation of the fish passage and crediting those agencies instrumental in the establishment of the fish passage.

THEREFORE, BE IT RESOLVED, that the Town Board hereby authorizes the Supervisor to execute an application for funds as herein described and other documents necessary for the administration of said funding as approved; and

BE IT FURTHER RESOLVED, that the Town Clerk shall forward a copy of this resolution to Andrea Lohneiss, CD Director, and Ken Testa, Town Engineer.

C:\Documents and Settings\Lohneand.TOR.000\My Documents\Andrea\Andrea\Andrea.old\grants\PEPminigrantres.doc

THE VOTE

Dunleavy yes ___ no Bartunek ___ yes ___ no ~~PRESENT~~

Blass yes ___ no Densieski yes ___ no

Cardinale yes ___ no

THE RESOLUTION WAS ___ WAS NOT
THEREFORE DULY ADOPTED

July 18, 2006

Adopted

TOWN OF RIVERHEAD

Resolution # 698

AUTHORIZES TOWN CLERK TO PUBLISH AND POST NOTICE OF PUBLIC HEARING – SPECIAL USE PERMIT PETITION OF PAMELA HOEGREFE (BROADRIVER, LLC)

COUNCILMAN DUNLEAVY

COUNCILMAN DENSIESKI

_____ offered the following resolution which was seconded by _____

WHEREAS, the Town Board of the Town of Riverhead is in receipt of a special permit petition from Pamela Hoegrefe, Broadriver, LLC, pursuant to Article XII, Section 108-51A of the Riverhead Town Code for expansion of a preexisting, nonconforming use consisting of renovations and additions to each of two existing homes on a .24 acre parcel located at East Avenue Extension, Riverhead, New York; such property more particularly described as Suffolk County Tax Map Number 0600-126-4-12, and

WHEREAS, the Riverhead Town Board by resolution #393 of 2006 declared themselves Lead Agency, and

WHEREAS, the Town Board has referred the petition to the Riverhead Planning Board for its report and recommendation; such Planning Board recommending the conditional granting of the special use permit, and

WHEREAS, the subject special use permit petition is not within the jurisdiction of the Suffolk County Planning Commission, now

THEREFORE BE IT

RESOLVED, that the Town Clerk be authorized to publish and post the attached notice of public hearing in the official newspaper of the Town of Riverhead.

RH/planning

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

**TOWN OF RIVERHEAD
NOTICE OF PUBLIC HEARING**

PLEASE TAKE NOTICE, that a public hearing will be held on the 1st day of August, 2006 at 2:30 o'clock p.m. at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York to consider the special permit petition of Pamela Hoegrefe, Broadriver, LLC) to allow the expansion of a nonconforming use on premises located at East Avenue Extension, Riverhead, New York; such real property more particularly described as Suffolk County Tax Map Parcel Number 0600-126-4-12.

DATED: July 18, 2006
Riverhead, New York

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD

BARBARA GRATTAN, TOWN CLERK

07/18/06

TOWN OF RIVERHEAD

Adopted

Resolution # 699

AUTHORIZES THE TOWN CLERK TO POST AND PUBLISH A PUBLIC NOTICE FOR A PUBLIC HEARING REGARDING A LOCAL LAW TO REPEAL THE CURRENT VERSION OF CHAPTER 86, "RENTAL DWELLING UNITS" IN ORDER TO ADOPT A NEW CHAPTER 86, "RENTAL DWELLING UNITS" OF THE RIVERHEAD TOWN CODE

COUNCILMAN DENSIESKI

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

RESOLVED, that the Town Clerk be and is hereby authorized to post and publish the attached public notice to consider a local law to repeal the current version of Chapter 86, "Rental Dwelling Units" in order to adopt a new Chapter 86, "Rental Dwelling Units" of the Riverhead Town Code once in the July 27, 2006 edition of the News Review Newspaper, the newspaper hereby designated as the official newspaper for this purpose, and to post same on the signboard in Town Hall; and be it further

RESOLVED, that the Town Clerk shall provide a certified copy of this resolution to the Building Department, Planning Department, Code Enforcement, and the Town Attorney.

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

**TOWN OF RIVERHEAD
NOTICE OF PUBLIC HEARING**

PLEASE TAKE NOTICE that a public hearing will be held on the 1st day of August, 2006 at 2:35 o'clock p.m., at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York to hear all interested persons to consider a local law to repeal the current version of Chapter 86, "Rental Dwelling Units" in order to adopt a new Chapter 86, "Rental Dwelling Units" of the Riverhead Town Code. A copy of the entire text can be reviewed in the Town Clerk's Office between the hours of 8:30 am and 4:30 pm Monday through Friday.

Dated: July 18, 2006
Riverhead, New York

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

Chapter 86, RENTAL DWELLING UNITS

§ 86-1. Legislative intent.

The Town Board of the Town of Riverhead has determined that there exists in the Town of Riverhead serious conditions arising from the rental of dwelling units that are substandard or in violation of the New York State Uniform Fire Prevention and Building Code, Multiple Residence Law, Town of Riverhead Housing Code, Building Rehabilitation Code, Electrical Code, Fire Prevention Code, Plumbing Code and other codes and ordinances of the Town, are inadequate in size, overcrowded and dangerous, that such dwelling units pose hazards to life, limb and property of residents of the Town and others, tend to promote and encourage deterioration of the housing stock of the Town, create blight and excessive vehicle traffic and parking problems and overburden municipal services. The Board finds that current Code provisions are inadequate to halt the proliferation of such conditions and that the public health, safety, welfare and good order and governance of the Town will be enhanced by the enactment of the regulations set forth in this chapter, which regulations are remedial in nature and effect.

§ 86-2. Applicability; more restrictive provisions shall prevail.

A. Scope. This chapter shall apply to all rental dwelling units located within the Town of Riverhead, whether or not the use and occupancy thereof shall be permitted under the applicable use regulations for the zoning district in which such rental dwelling unit is located, as provided in this chapter. Any dwelling unit or any other premises subject to this chapter shall be presumed to be rented for a fee and a charge made if said premises are not occupied by the legal owner thereof.

B. Applicability. The provisions of this chapter shall be deemed to supplement applicable state and local laws, ordinances, codes and regulations. Nothing in this

chapter shall be deemed to abolish, impair, supersede or replace existing remedies of the Town, county or state or existing requirements of any other provision of local laws or ordinances of the Town or county or state laws and regulations. In case of conflict between any provision of this chapter and any applicable state or local law, ordinance, code or regulation, the more restrictive or stringent provision or requirement shall prevail. The issuance of any permit or the filing of any form under this chapter does not make legal any action or state of facts that is otherwise illegal under any other applicable legislation.

§ 86-3. Definitions.

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

ABANDONED HOUSEHOLD CONTENTS - Furniture, furnishings, house wares, appliances and other personal property customarily found in and used in residential dwellings, which are deposited at or along said dwelling's street frontage, in part or in whole, pursuant to a duly executed warrant of eviction by legally authorized law enforcement officers and/or personnel.

APARTMENT HOUSE - A dwelling for three or more families living independently of each other.

APARTMENTS, GARDEN - A group of buildings not more than 2 1/2 stories in height, each building containing not more than eight dwelling units. If buildings are attached, they shall not contain in the aggregate more than sixteen dwelling units. No portion of any such building below the first story or above the second story shall be used for dwelling purposes.

AUTHORIZED AGENT - Any person, organization, partnership, association, corporation or other legally recognized entity given express written authorization by an owner to act on his behalf regarding this chapter and all state, local rules, regulations and ordinances referenced herein.

CODE ENFORCEMENT OFFICIAL - The official who is charged with the administration and enforcement of this chapter, or any duly authorized

representative of such person including but not limited to the Senior Building Inspector, Building Inspector, Building Permits Coordinator, Electrical Inspector, Ordinance Enforcement Officer or Ordinance Inspector of the Town of Riverhead, and such person(s) shall be certified as a New York State Code Enforcement Official.

CONDOMINIUM - A dwelling unit in a housing complex of one-, two- or multiple-family dwelling units with an arrangement whereby the occupants or an occupant of each unit has full title to that particular unit and a joint ownership with all other title holders in the housing complex of certain common property.

DWELLING - A building designed exclusively for residential purposes and arranged or intended to be occupied by one individual or one family only.

DWELLING, MULTIPLE-FAMILY - A building, other than a garden apartment or apartment house, designed for and occupied as a residence by three or more families living independently of each other.

DWELLING, ONE-FAMILY - A detached building designed for and occupied exclusively as a home or residence by not more than one family.

DWELLING, TOWNHOUSE - A one-family dwelling in a row of at least three such units in which each unit has its own front and rear access to the outside, no unit is located over another unit and each unit is separated from any other unit by one or more common fire-resistant walls.

DWELLING, TWO-FAMILY - A building arranged, designed for or occupied exclusively as a home or residence for not more than two families living independently of each other.

DWELLING UNIT - A structure or building, one, two, or three family dwelling, apartments, multi-unit apartments, apartment houses, condominiums, cooperatives, garden apartments or townhouses, occupied or to be occupied by one or more persons as a home or residence.

FAMILY - One or more persons, whether or not related to each other by blood, marriage or adoption, all occupying a single, whole, legal single or one-family

dwelling unit as a traditional family or the functional equivalent of a traditional family, shall be considered a "family" and further provided that persons occupying group quarters, such as a dormitory, fraternity or sorority house or a seminary, shall not be considered a "family", having access to and utilizing the whole of such dwelling unit, including but not limited to all rooms and housekeeping facilities, in common.

A. In determining whether individuals are living together as the functional equivalent of a traditional family, the following criteria must be present:

(1). The group is one which in structure and function resembles a traditional family unit; and

(2). The occupants must share the entire single or one-family dwelling unit and live and cook together as a single housekeeping unit. A unit in which the various occupants act as separate roomers may not be deemed to be occupied by the functional equivalent of a traditional family; and

(3). The adult occupants share expenses for food, rent, ownership costs, utilities and other household expenses; and

(4). The occupancy is permanent and stable. Evidence of such permanence and stability includes, but is not limited to:

(a). The presence of minor children regularly residing in the household who are enrolled in local schools;

(b). Members of the household have the same address for purposes of voter registration, drivers' licenses, motor vehicle registration, filing of taxes and delivery of mail;

(c). Members of the household are employed in the area;

(d). The household has been living together as a unit for a year or more whether in the current dwelling unit or in other dwelling units; and

(e). Common ownership of furniture and appliances among the members of the household.

(f). Any other factor reasonably related to whether or not the occupants are the functional equivalent of a family.

IMMEDIATE FAMILY - The "immediate family" of the owner of a dwelling unit consists of the owner's spouse, children, parents, grandparents or grandchildren.

MANAGING AGENT - Any individual, business, partnership, firm, corporation, enterprise, trust, company, industry, association, public utility or other legal entity responsible for the maintenance or operation of any rental property as defined within this chapter.

NEW PERMIT - A permit which is to be issued to the owner of an intended rental premises where such premises has not been the subject of a rental occupancy permit continuously prior to the date of application for the permit.

OCCUPANT - A natural person who leases, uses or occupies a dwelling unit.

OWNER - Any person or entity in whose name the real property upon which the dwelling unit is situated upon is recorded in the office of the Suffolk County Clerk. The person or entity in whose name the real property is recorded in the Office of the Suffolk County Clerk shall be presumed to be the owner thereof.

RENEWAL RENTAL OCCUPANCY PERMIT - A permit which is to be issued to the owner of a rental dwelling unit where such premises has been the subject of a rental occupancy permit continuously prior to the date of application for the permit.

RENT - A return, in money, property or other valuable consideration (including payment in kind or for services or other thing of value) for the use and occupancy or the right to the use and occupancy of a dwelling unit, whether or not a legal relationship of landlord and tenant exists between the owner and the occupant or occupants thereof.

RENTAL DWELLING - A dwelling unit established, occupied, used or maintained for rental occupancy.

RENTAL OCCUPANCY - The occupancy or use of a dwelling unit by one or more persons as a home or residence under an arrangement whereby the occupant or occupants thereof pay rent for such occupancy and use.

RENTAL OCCUPANCY PERMIT - A permit which is issued upon application to the Code Enforcement Official and shall be valid for two years from the date of issuance.

RENTAL OCCUPANCY REGISTRATION - The registration of a rental dwelling on a form that is approved by the Code Enforcement Official.

§ 86-4. Rental occupancy permit required.

A. It shall be unlawful and a violation of this chapter for any person or entity who owns a dwelling unit in the Town to use, establish, maintain, operate, let, lease, rent or suffer or permit the occupancy and use thereof as a rental occupancy by someone other than the owner without first having obtained a valid rental occupancy permit therefore. Failure or refusal to procure a rental occupancy permit hereunder shall be deemed a violation.

B. A rental occupancy permit issued under this chapter shall only be issued to the owner(s) of the real property at issue.

C. In the event that the ownership of a rental dwelling is transferred the new owner shall register the property within thirty days of the closing of title pursuant to the requirements set forth in this chapter as a rental occupancy permit issued under this chapter is not transferable. If the rental dwelling is not registered as required by this chapter there will be a presumption that said property is being utilized as rental property by the new owner(s) in violation of this chapter.

§ 86-5. Application for rental occupancy permit.

A. An application for a rental occupancy permit for a rental dwelling unit shall be made in writing to the Code Enforcement Official on a form provided therefore. Such application shall be filed and shall include the following:

(1). The name, address and telephone number of the owner of the dwelling unit intended for rental occupancy. In the event that said dwelling unit is owned by more than one individual or entity each owners name, address and telephone number shall be provided. In the event that the owner of the dwelling unit intended for rental occupancy is a corporation, partnership, limited liability company or other business entity, the name, address and telephone number of each owner, officer, principal, shareholder, partner and/or member of such business entity shall be provided. In the event that the owner has an authorized agent acting on his behalf, that person's name, address and telephone number shall also be provided.

(2). Proof of residency of each owner.

(3). The street address and tax map designation (section, block and lot or lots) of the premises intended for rental occupancy or the premises in which the rental dwelling units intended for occupancy are located.

(4). A description of the structure, including the number of rental dwelling units in the structure.

(5). A floor plan depicting the location, use and dimension of each room situated within the dwelling unit.

(6). The number of persons intended to be accommodated by, and to reside in, each such rental dwelling unit.

(7). The names of each person that is and/or will be occupying the premises intended for rental occupancy. The names of each person that is and/or will be occupying the premises intended for rental occupancy shall not be required if:

(i) the rental dwelling unit only operates during a one-hundred-fifty-day period in the months of May, June, July, August and September and the person that is or will be occupying said rental dwelling unit, shall not be occupying such rental dwelling unit for more than thirty consecutive days; or

(ii) if said rental dwelling unit is a commercial hotel/motel business operating exclusively and catering to transient clientele, that is, customers who customarily

reside at these establishments for short durations for the purpose of vacationing, travel, business, recreational activities, conventions, emergencies and other activities that are customary to a commercial hotel/motel operation. For the purposes of this chapter, a "short duration" shall be defined as not more than twenty-one consecutive days.

(8). A copy of the most recent deed and real property tax bill, confirming the ownership of record of the dwelling unit.

(9). A copy of the certificate of occupancy or certificate of existing use for the dwelling unit.

(10). A property survey of the premises drawn to scale not greater than forty feet to one inch, or, if not shown on the survey, a site plan, drawn to scale, showing all buildings, structures, walks, driveways and other physical features of the premises and the number, location and access of existing and proposed on-site vehicle parking facilities.

(11). A building permit application, properly prepared, for all proposed buildings, improvements and alterations to existing buildings on the premises, if any.

(12). Each application shall be executed by and sworn to under oath by the owner of the dwelling unit.

(13). If the owner or authorized agent of a dwelling unit resides or has his principal place of business located outside the County of Suffolk he is required to designate an agent who resides in the County of Suffolk for the service of process of any notices set forth in this chapter or for the service of process of a violation of this chapter. The failure to provide the name and address of an agent for service of process shall be deemed a violation of this chapter.

B. (i) A new application for a rental occupancy permit shall be filed whenever a dwelling unit or portion thereof, other than a rental dwelling unit that only operates during a one-hundred-fifty-day period in the months of May, June, July, August and September, has become vacant and the owner intends to permit a new tenant or other person to take up residence. No additional fee will be required if

the owner is registering a change in tenancy only under an existing valid rental occupancy permit.

(ii) A rental dwelling unit that only operates during a one-hundred-fifty-day period in the months of May, June, July, August and September, shall be required to file a new application for a rental occupancy permit if any tenant occupies said rental dwelling unit for a period of thirty consecutive days or more. No additional fee will be required if the owner is registering a change in tenancy only under an existing valid rental occupancy permit.

C. In the case of a condominium unit, the application for a rental occupancy permit shall be accompanied by a scale drawing or floor plan of the condominium unit in lieu of a survey or site plan.

D. Each application for a rental occupancy permit shall be accompanied by an affidavit, signed by each owner and tenant named in the application, confirming that they have received copies of all Town laws and ordinances affecting rentals, noise, vehicle parking restrictions on residential lots and refuse disposal and agree to abide by the same.

E. Notwithstanding the above, no rental occupancy permit shall be required for "agricultural worker housing" as defined in § 108-3 of the Riverhead Town Code.

F. Notwithstanding the above, no rental occupancy registration or permit shall be required for a residential care facility established under federal, New York State or Suffolk County guidelines or for units where occupants are in an established care program.

§ 86-6. Fees.

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

<u>Type of Dwelling</u>	<u>Fee</u>
<u>One unit</u>	<u>\$150.00</u>
<u>Two unit</u>	<u>\$200.00</u>
<u>Three unit</u>	<u>\$250.00</u>
<u>Four unit</u>	<u>\$325.00</u>
<u>More than four units</u>	<u>\$500.00, plus \$5.00 for each unit</u> <u>in excess of four</u>

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

C. Any commercial hotel/motel business operating exclusively and catering to transient clientele, that is, customers who customarily reside at these establishments for short durations for the purpose of vacationing, travel, business, recreational activities, conventions, emergencies and other activities that are customary to a commercial hotel/motel operation, shall pay a bi-annual fee of \$500.00 per application, plus \$5.00 for each unit. For the purposes of this chapter, a "short duration" shall be defined as not more than twenty-one consecutive days. This section shall not apply to any commercial hotel/motel whose primary purpose is to provide permanent residences to their customers. For the purposes of this chapter, "permanent residence" shall be defined as more than twenty-one consecutive days.

D. Any rental dwelling unit that only operates during a one-hundred-fifty-day period in the months of May, June, July, August and September, only, shall pay a bi-annual fee of \$25.00 per unit.

§ 86-7. Compliance required.

A. No rental occupancy permit or renewal thereof shall be issued under any application unless the property shall be in compliance with all the provisions of

the Code of the Town of Riverhead, the laws and sanitary and housing regulations of the County of Suffolk and the laws of the State of New York.

B. Prior to the issuance of any rental occupancy permit or renewal thereof, the property owner shall provide a certification from a licensed architect, a licensed professional engineer or a Code Enforcement Official that the property which is the subject of the application is in compliance with all of the provisions of the Code of the Town of Riverhead, the laws and sanitary and housing regulations of the County of Suffolk and the laws of the State of New York.

§ 86-8. Review of application.

The Code Enforcement Official shall review each rental permit application for completeness and accuracy and shall make an on-site inspection of the proposed rental dwelling unit or units unless the property owner has chosen to provide a certification from a licensed architect or a licensed professional engineer that the property which is the subject of the application is in compliance with all of the provisions of the Code of the Town of Riverhead, the laws and sanitary and housing regulations of the County of Suffolk and the laws of the State of New York. If satisfied that the proposed rental dwelling unit or units, as well as the premises in which the same are located, comply fully with all applicable state and local laws, ordinances, rules and regulations of the county and Town, and that such rental dwelling unit or units would not create an unsafe or dangerous condition or create an unsafe and substandard structure as defined in the Riverhead Town Code or create a nuisance to adjoining nearby property, the Code Enforcement Official shall issue the rental occupancy permit or permits.

§ 86-9. Term and renewal.

A. All rental occupancy permits issued pursuant to this chapter shall be valid for a period of two years from the date of issuance.

B. A renewal rental occupancy permit application signed by the owner on a form provided by the Code Enforcement Official shall be completed and filed with the Code Enforcement Official no later than sixty days before the expiration of any prior valid rental occupancy permit. A renewal rental occupancy permit application shall contain a copy of the prior valid rental occupancy permit issued by the Code Enforcement Official.

(1). A renewal rental occupancy permit application shall contain a signed sworn statement setting forth the following:

(a). That there are no existing or outstanding violations of any federal, state or county laws, rules or regulations or of any Town of Riverhead local laws or ordinances pertaining to the property; and

(b). That there are no changes to any information as provided on the prior valid rental occupancy permit registration and application.

§ 86-10. Register of permits.

It shall be the duty of the Code Enforcement Official to maintain a register of the rental occupancy permits issued pursuant to this chapter. Such register shall be kept by tax map number, license number, receipt number and street address showing the name and address of the permittee, the number of rental dwelling units at such street address, the number of rooms in each such rental dwelling unit and the date that said rental occupancy permit expires for such unit.

§ 86-11. Authorization for inspections.

The Code Enforcement Official is authorized to make, or cause to be made, inspections to determine the condition of rental dwelling units to safeguard the health, safety and welfare of the public. The Code Enforcement Official is authorized to enter, upon consent of the owner if the unit is unoccupied, or upon consent of the occupant if the unit is occupied, any rental dwelling unit and the premises in which the same is located, at any reasonable time during daylight hours, or at such other time as may be necessary in an emergency, without consent

of the owner, authorized agent and/or tenant for the purpose of performing his duties under this chapter.

§ 86-12. Application for search warrant.

The Code Enforcement Official is authorized to make application to any court of competent jurisdiction for the issuance of a search warrant in order to conduct an inspection of any premises covered by this chapter where the owner refuses or fails, to allow an inspection of its rental premises and where there is reasonable cause to believe that a violation of this chapter has occurred. The application for a search warrant shall in all respects comply with the applicable laws of the State of New York.

§ 86-13. Search without warrant restricted.

Nothing in this chapter, except for provisions concerning emergency inspections, shall be deemed to authorize the Code Enforcement Official to conduct an inspection of any premises subject to this chapter without the consent of the owner of the premises and without a warrant duly issued by an appropriate court.

§ 86-14. Abandoned household contents.

A. Duty to keep frontage of dwelling unit property free and clear of abandoned household contents and Town's authority to remove. The owner, authorized agent, managing agent and/or occupant of a dwelling unit which is or was being used as a rental dwelling shall maintain such property frontage, including but not limited to the front yard and/or the contiguous right-of-way, free of abandoned household contents as defined in this chapter. In the event that abandoned household contents as defined in this chapter are located upon or contiguous with the frontage and/or

abutting right-of-way of a lot or parcel of land, for a period in excess of 48 hours, the Town is hereby authorized as provided for herein to enter upon such property, if necessary, to remove said abandoned household contents so located, to assess the cost and expense of such undertaking against the property and to establish a lien as herein provided.

(1). Inspection and report. Upon notification that abandoned household contents are located on or along the property frontage of a rental dwelling unit and/or the right-of-way contiguous thereto, the Code Enforcement Official may make an inspection thereof and report his findings concerning the same to the Town Board.

(2). Notice. If the Code Enforcement Official shall find that abandoned household contents are located on or contiguous to the frontage of rental dwelling unit property, he may make an order, directing notice to be served upon the owner of said property as appears in the records of the Receiver of Taxes of the Town.

(3). Contents of notice. The notice shall contain a general description of the property, a statement of the particulars with regard to the violative condition(s) existing at the rental dwelling unit property and an order requiring that the abandoned household contents existing on or contiguous with the property, and/or its frontage, be removed. The notice shall specify a time, not less than 48 hours after the service thereof, within which the owner served with such notice shall complete the removal of the abandoned household contents from the property or along the frontage or the contiguous right-of-way as specified in the notice. The notice shall further state that, in the event that the cited condition is not eliminated within the time specified in the notice, the Town shall undertake to enter upon the property, if necessary, to remove the abandoned household contents, and assess the cost of such removal against said property.

(4). Service of notice. The notice may be served either personally or by certified mail, addressed to the last known address, if any, of the owner as the same may appear on the records of the Receiver of Taxes of the Town; provided, however, that if such service is made by certified mail, a copy thereof shall also be posted

on the property where the abandoned household contents are located. Service of the notice by mail and posting shall be deemed completed on the day on which both the mailing and the posting will have been accomplished.

(5). Failure to comply. Upon failure of the owner of the rental dwelling unit to comply with the notice within the time provided therein, the Town shall provide such labor and materials as are necessary for removing the abandoned household contents from said property or its frontage or contiguous right-of-way and shall cause such work to be performed as will remove the abandoned household contents from the property.

(6). Assessment of costs and expenses. All costs and expenses incurred by the Town in connection with the removal of the abandoned household contents, from said property or its frontage or contiguous right-of-way, shall be assessed against the subject land or lot. An itemization of such costs shall be provided to the Town Board by the Code Enforcement Official. The total costs and expenses shall then be determined by the Town Board and shall be reported to the Assessor of the Town as the amount to be liened and assessed against the property, and the expense so assessed shall constitute a lien and charge on the property on which it is levied until paid or otherwise satisfied or discharged and shall be collected in the same manner and at the same time as other Town charges.

§86-15 Revocation of permit.

A. The Code Enforcement Official shall revoke a rental occupancy permit where he finds that the permit holder has caused, permitted, suffered or allowed to exist and remain upon the premises for which such permit has been issued for a period of fourteen business days or more after written notice has been given to the permit holder or the managing agent of such rental dwelling unit a violation of the Multiple Residence Law, New York State Uniform Fire Prevention and Building Code or a violation of this chapter or other chapter of the Riverhead Town Code.

Revocation of a permit under this subsection cannot be done by a devisee or assistant of the Code Enforcement Official.

B. An appeal from such revocation may be taken by the permit holder to the Town Board, by written request, made within thirty days from the date of such revocation. The Town Board shall hold a public hearing on such appeal within thirty days after receipt of written notice of such appeal, and after such hearing shall make written findings, a conclusion and a decision either sustaining such permit revocation or reinstating such permit within thirty days after the close of such public hearing. Unless the Town Board directs otherwise in circumstances constituting serious threats to health and safety, the filing of an appeal shall stay the effectiveness of a permit revocation until the Town Board has considered and ruled upon the issue.

§ 86-16. Confidentiality of rental registration.

Under New York State Public Officers Law § 872(b), rental registration forms, and that portion of the rental occupancy permit application required, shall be exempt from disclosure under the Freedom of Information Law on the grounds that such disclosure would constitute an unwarranted invasion of personal privacy. The Code Enforcement Official will institute strict policies to ensure that such information is available only to Town personnel who are engaged in the enforcement of the provisions of this chapter.

§ 86-17. Broker's responsibility prior to listing.

It shall be unlawful and a violation of this chapter for any broker or agent to list, show or otherwise offer for lease, rent or sale on behalf of the owner or authorized agent any dwelling unit for which a current rental occupancy permit has not been issued by the Code Enforcement Official. It shall be the broker or agent's duty to verify the existence of a valid rental occupancy permit before acting on behalf of the owner or authorized agent. Notwithstanding the above, first-time rentals shall

be granted a fourteen business day grace period for submission of the required rental permit application paperwork and tenant registration.

§ 86-18. Presumptive evidence of violations of this chapter.

A. It shall be presumed that a single or one-family dwelling unit is occupied by more than one family if any two or more of the following features are found to exist on the premises by the Code Enforcement Official authorized to enforce or investigate violations of Chapter 86 of the Code of the Town of Riverhead or any laws, codes, rules and regulations of the State of New York:

- (1). More than one mailbox, mail slot or post office address;
- (2). More than one doorbell or doorway on the same side of the dwelling unit;
- (3). More than one gas meter;
- (4). More than one electric meter;
- (5). More than one connecting line for cable television service;
- (6). More than one antenna, dish antenna or related receiving equipment;
- (7). Separate entrances for segregated parts of the dwelling unit including but not limited to bedrooms;
- (8). Partitions or internal doors with locks which may serve to bar access between segregated portions of the dwelling unit, including but not limited to bedrooms;
- (9). Separate written or oral leases or rental arrangements, payments or agreements for portions of the dwelling unit among its owner(s) and occupants;
- (10). The inability of any occupant to have lawful access to all parts of the dwelling unit; or
- (11). Two or more kitchens each containing one or more of the following: a range, oven, hotplate, microwave or other similar device customarily used for cooking or the preparation of food, refrigerator and/or a sink.

B. If any two or more of the features set forth in paragraph (A)(1) through (11) above are found to exist on the premises by the Code Enforcement Official a verified statement will be requested from the owner of the building or dwelling

unit by the Code Enforcement Official that the building or dwelling unit is in compliance with all of the provisions of the Code of the Town of Riverhead, the laws and sanitary and housing regulations of the County of Suffolk and the laws of the State of New York. If the owner fails to submit such verified statement in writing to the Code Enforcement Official within ten days of such request such shall be deemed a violation of this chapter.

C. All of the foregoing may be rebutted by evidence presented to the Code Enforcement Official or any court of competent jurisdiction.

§ 86-19. Presumptive evidence dwelling unit is rented.

A. The presence or existence of any of the following shall create a presumption that a dwelling unit is rented:

(1). The dwelling unit is occupied by someone other than the owner and the owner of the dwelling unit represents in writing or otherwise, to any person, establishment, business, institution or government agency that he resides at an address other than the dwelling unit in question.

(2). Persons residing in the dwelling unit represent that they pay rent to the owner of the premises.

(3). Utilities, cable, telephone or other services are in place or are requested to be installed or used at the dwelling unit in the name of someone other than the owner.

(4). Testimony by a witness that it is common knowledge in the community that a person other than the owner resides in the dwelling unit.

B. All of the foregoing may be rebutted by evidence presented to the Code Enforcement Official or any court of competent jurisdiction.

§ 86-20. Presumptive evidence of owner's residence.

A. It shall be presumed that an owner of a dwelling unit does not reside within said dwelling unit if one or more of the following sets forth an address which is different than that of the dwelling unit:

- (1). Voter registration;
- (2). Motor vehicle registration;
- (3). Driver's license; or
- (4). any other document filed with a public agency.

B. All of the foregoing may be rebutted by evidence presented to the Code Enforcement Official or any court of competent jurisdiction.

§ 86-21. Penalties for offenses.

A. Any person, association, firm or corporation which violates any provision of this chapter or assists in the violation of any provision of this chapter shall be guilty of a violation, punishable:

(1). By a fine of not less than \$250.00 and not exceeding \$1,000.00 or by imprisonment for a period not to exceed fifteen (15) days, or both, for conviction of a first offense.

(2). By a fine of not less than \$1,000.00 nor more than \$3,000.00 or by imprisonment for a period not to exceed fifteen (15) days, or both, for conviction of the second of two offenses, both of which were committed within a period of five years.

(3). By a fine of not less than \$2,000.00 nor more than \$5,000.00 or by imprisonment for a period not to exceed fifteen (15) days, or both, for conviction of the third or subsequent offenses of a series of offenses, all of which were committed within a period of five years.

B. Each week's continued violation shall constitute a separate additional violation.

§ 86-22. Administration.

This chapter shall be enforced by the Code Enforcement Official as defined by this chapter.

§ 86-23. Severability.

If any clause, sentence, paragraph, section or part of this chapter shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, section or part thereof directly involved in said judgment.

§ 86-24. Implementation.

This chapter shall be effective immediately or upon filing with the Secretary of State, which ever is later.

7/18/06

Adopted

TOWN OF RIVERHEAD

Resolution # 700

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

RESOLVED, the Town Clerk is hereby authorized to publish the attached public notice to consider a local law to amend Chapter 108 entitled, "Zoning" of the Riverhead Town Code once in the July 27, 2006 issue of the News Review, the newspaper hereby designated as the official newspaper for this purpose, and also to cause a copy of the proposed amendment to be posted on the sign board of the Town; and be it further

RESOLVED, that the Town Clerk be and is hereby directed to forward a copy of this resolution to the 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
Dunleavy yes ___ no ___ Bartunek ___ yes ___ no **ABSENT**
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 George C. Young Community Center, South Jamesport Avenue, Jamesport, New York on the 15th day of August, 2006 at 7:05 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:

ZONING

108 Attachment --

Town of Riverhead

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. lot 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	Minimum front yard depth (feet)	Min. depth for each side (feet)	Min. depth for each side (feet)	Min. depth for 2 sides (feet)	Min. 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 (N12)	100	60 (N11)(N3)	NA	4.00 (N13)	5.00	0	0	0	0	0	0
Downtown Center 2: Waterfront (DC-2)	5,000	50	NA	35	NA	35	NA	1.25	NA	15	15	30	15	30	100
Downtown Center 3: Office (DC-3)	5,000	50	NA	50 (N12)	NA	80	NA	1.5 (N13)	NA	15 (N3)	10	20	10	20	25
Downtown Center 4: Office / Residential Transition (DC-4)	5,000	50	NA	35	NA	60	NA	1.00	NA	15 (N3)	10	20	10	20	25
Downtown Center 5: Residential (DC-5)	5,000	50	NA	35	NA	60	NA	0.70	NA	15 (N3)	10	20	10	20	25
Hamlet Center (HC)	5,000	50	35	35	NA	60	0.50	0.50	NA	25	15	30	25	50	25
Village Center (VC)	5,000	50	80	80	NA	100	1.00	1.00	NA	10	0	0	10	20	25
Business Center (BC)	20,000	100	15	20	30	75	0.15	0.20	0.60	50 (N4)	15	30	25	40	25
Shopping Center (SC)	40,000	200	15	20	30	75	0.15	0.20	0.30	50 (N4)	25	50	25	50	50
Destination Retail Center (DRC)	40,000	200	10	15	30	75	0.10	0.20	0.60	50 (N5)	25	50	25	50	50
Commercial/Residential Campus (CRC) (N7)(N8)(N11)	40,000	200	20	25	NA	60	0.20	0.50	NA	30	15	30	25	40	50
Riverfront Coordinator (REC)	80,000	200	8	NA	NA	25	0.15	NA	NA	100	30	60	100	130	100
Rural Corridor (RLC)	40,000	200	10	10	NA	25	0.10 (N9)	0.10 (N9)	NA	50	25	50	50	100	50
Business PB	40,000	50	NA	30	NA	80	NA	1.50	NA	50	15	30	50	65	50
Business CR	40,000	200	15	15	NA	75	0.20	0.20	NA	30	25	50	30	60	25
Tourism/Resort Campus (TRC)	80,000	200	8	NA	NA	25	0.15	NA	NA	100	30	60	100	130	100
Industrial A (IA)	80,000	300	40	40	NA	70	0.40	0.40	NA	100	50	100	50	100	75
Industrial C (IC)	80,000	300	40	40	NA	60	0.40	0.40	NA	30	30	60	30	60	50
Manufacturers Outlet Center	120,000	200	10	20	30	75	0.10	0.20	0.60	50 (N5)	25	50	25	50	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 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 and Manufacturers Outlet Center 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 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 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 yields shall be calculated at one (1) dwelling unit per 40,000 sq. ft. of lot area with the capacity to meet the relevant floor area ratio predicated upon the replacement of one (1) transferred development right per additional dwelling unit.
- N12: Building lot coverage for townhouse use shall not exceed 7.5%.
- N13: Floor area ratio for townhouse use shall not exceed .15.

Dated: Riverhead, New York
July 18, 2006

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

BARBARA GRATTAN, Town Clerk

* Underline represents addition(s)

7/18/06

Adopted

TOWN OF RIVERHEAD

Resolution # 701

AUTHORIZES THE TOWN CLERK TO PUBLISH AND POST PUBLIC NOTICE OF PUBLIC HEARING TO CONSIDER A PROPOSED LOCAL LAW FOR AN AMENDMENT TO CHAPTER 101 "VEHICLES & TRAFFIC" OF THE RIVERHEAD TOWN CODE (101-10 Parking prohibited.)

COUNCILMAN DUNLEAVY

_____ offered the following resolution,

COUNCILMAN DENSIESKI

which was seconded by _____:

RESOLVED, that the Town Clerk is hereby authorized to post and publish the attached public notice to consider a proposed local law to consider the amendment to Chapter 101 entitled, "Vehicles & Traffic" of the Riverhead Town Code, once in the July 27, 2006 issue of the News Review, the newspaper hereby designated as the official newspaper for this purpose, and to post same on the signboard in Town Hall; and be it further

RESOLVED, that the Town Clerk shall provide a certified copy of this resolution to the Chief Hegermiller, Riverhead Police Department; Code Enforcement; Mark Kwasna, Highway Superintendent and the Office of the Town Attorney.

THE VOTE

Dunleavy yes ___ no ___ Bartunek ___ yes ___ no ~~ABSENT~~

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 on the 15th day of August, 2006 at 7:10 p.m. at the George C. Young Community Center, South Jamesport Avenue, Jamesport, New York, to consider a proposed local law to amend Chapter 101 of the Riverhead Town Code entitled, "Vehicles & Traffic" as follows:

Chapter 101
Vehicles and Traffic
ARTICLE VII

§ 101-10. Parking prohibited.

The parking of vehicles is hereby prohibited in the locations as follows

Name of Street	Side	Location
Sound Shore Road	Both	From Penny's Landing Road Easterly to Pier Avenue (<u>on pavement only</u>)

Dated: Riverhead, New York
July 18, 2006

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

BARBARA GRATTAN, Town Clerk

- Underline represents addition(s)

7/18/06

Adopted

TOWN OF RIVERHEAD

Resolution # 702

**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
(Greenhouses)**

COUNCILMAN DENSIESKI 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 July 27, 2006 issue of the News Review, the newspaper hereby designated as the official newspaper for this purpose, and also to cause a copy of the proposed amendment to be posted on the sign board of the Town; and be it further

RESOLVED, that the Town Clerk be and is hereby directed to forward a copy of this resolution to the 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
Dunleavy yes ___ no ___ Bartunek ___ yes ___ no **ABSENT**
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 the George C. Young Community Center, South Jamesport Avenue, Jamesport, New York on the 15th day of August, 2006 at 7:15 o'clock p.m. to consider a local law to amend Chapter 108 entitled, "Zoning" of the Riverhead Town Code as follows:

**Chapter 108
Zoning**

**ARTICLE V
Residence B-80 Zoning Use District**

§ 108-16. Uses.

In the RB-80 Zoning Use District, no building, structure or premises shall be used or arranged or designed to be used, and no building or structure shall be hereafter erected, reconstructed or altered, unless otherwise provided in this chapter, except for the following permitted uses or specially permitted uses and their customary accessory uses:

A. Permitted uses.

- (5) Greenhouse, provided that the subject parcel is a minimum of five acres ~~and further subject to site plan review.~~ A permanent greenhouse to be used for retail sales shall be subject to site plan review and approval.

**ARTICLE VA
Residence A-80 Zoning Use District**

§ 108-20.2. Uses.

In the RA-80 Zoning Use District, no building, structure or premises shall be used or arranged or designed to be used, and no building or structure shall be hereafter erected, reconstructed or altered, unless otherwise provided in this chapter, except for the following permitted uses or specially permitted uses and their customary accessory uses:

A. Permitted uses.

- (5) Greenhouse, provided that the subject parcel is a minimum of five acres ~~and further subject to site plan review.~~ A permanent greenhouse to be used for retail sales shall be subject to site plan review and approval.

ARTICLE VI
Agricultural Protection Zoning Use District

§ 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.

- (5) Greenhouse, provided that the subject parcel is minimum of five acres ~~and further subject to site plan review.~~ A permanent greenhouse to be used for retail sales shall be subject to site plan review and approval.

ARTICLE XXVI
Site Plan Review

§ 108-130. Review and approval required.

The following shall be subject to site plan review and require site plan approval by the Town Board:

B. All other districts.

- (4) Except as otherwise provided, site plan review and approval shall specifically not be required for:
- (b) Agriculture and uses accessory thereto; however, ~~temporary and permanent greenhouses~~ to be used for retail sales will require site plan review and approval;

Dated: Riverhead, New York
July 18, 2006

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

BARBARA GRATTAN, Town Clerk

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

7/18/06

Adopted

TOWN OF RIVERHEAD

ORDER CALLING PUBLIC HEARING - EXTENSION NO. 88
RIVERHEAD WATER DISTRICT
GENDOT HOMES SUBDIVISION, OSBORN AVENUE

Resolution # 703
Adopted _____

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

WHEREAS, a petition has been filed by the developer of the proposed subdivision to be known as Gendot Homes Subdivision - Osborn Avenue, located along the east side of Osborn Avenue, just south of its intersection with Mill Road in Riverhead, New York, to allow public water to be provided to the proposed subdivision, which property is located just outside the boundaries of the existing water district, and

WHEREAS, a map and plan detailing the proposed extension has been prepared by H2M, consulting engineers to the Riverhead Water District, which report specifically outlines the installation of water mains to service the ten (10) new single family residences proposed to be constructed, as more particularly set forth in the map and plan of H2M, District engineers, most recently dated May, 2006, which is currently on file with the Riverhead Town Clerk, and

WHEREAS, a maximum amount to be expended for the extension is \$79,000 to be borne by the applicant and no public monies shall be expended for this extension, and

WHEREAS, key money will be assessed at the rate of \$2,500 per single family residence with the total cost of key money being \$25,000, and

WHEREAS, the boundary of said extension is set forth fully in the attached Exhibit A, and

WHEREAS, it is necessary for the Town Board to hold a public hearing to hear all persons wishing to be heard with regard to the proposed extension,

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board will hold a public hearing on the 15th day of August, 2006, at 7:20 p.m. at the George Young Community Center, South Jamesport Avenue, Jamesport, NY, to hear all interested persons with regard to the extension to the Riverhead Water District to be known as Extension 88, and

BE IT FURTHER RESOLVED, that the Town Clerk be and is hereby authorized to

publish and post a copy of this resolution in full in the July 27, 2006, edition of The news Review, and

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

BY ORDER OF THE RIVERHEAD
TOWN BOARD
BARBARA GRATTAN
TOWN CLERK

Dated: July 18, 2006
Riverhead, NY 11901

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

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

EXHIBIT "A"

RIVERHEAD WATER DISTRICT

PROPOSED EXTENSION NO. 88

GENDOT HOMES SUBDIVISION – OSBORN AVENUE

DESCRIPTION OF EXTENSION

APRIL 2006

All this certain lot, parcel of land, said property being known as Section 81, Block 002, Lot 002, situated and lying and being at Riverhead, Town of Riverhead. County of Suffolk and State of New York, along with the right-of-way known as Osborn Avenue, bounded and described as follows:

BEGINNING at a point formed by the southerly right-of-way of Reeves Avenue and the easterly right-of-way of Osborn Avenue.

Traveling southerly along the easterly right-of-way of Osborn Avenue a distance of 1,843.04 feet to a point formed by the easterly right-of-way of Osborn Avenue and the northerly property line of Section 81, Block 2, Lot 2. Said point being POINT OF BEGINNING.

From said POINT OF BEGINNING, running easterly along the northerly property line of Section 81, Block 2, Lot 2 the following two (2) bearings and distances:

1. N 52° 29'-30" E 521.67 feet;
2. N 67° 19'-20" E 475.07 feet,

to a point formed by the northerly and the easterly property lines of Section 81, Block 2, Lot 2.

THENCE running southerly along the easterly property line of Section 81, Block 2, Lot 2 the following two (2) bearings and distances:

1. S 20° 27'-10" E 1,303.80 feet;
2. S 20° 10'-00" E 572.15 feet,

to a point formed by the easterly right-of-way line of Osborn Avenue and the easterly property line of Section 81, Block 2, Lot 2.

THENCE running northerly along the easterly right-of-way of Osborn Avenue the following three (3) bearings and distances:

1. N 45° 01'-00" W 377.42 feet;
2. N 51° 20'-50" W 1,581.83 feet;
3. N 41° 02'-50" W 4.10 feet,

to a point formed by the easterly right-of-way line of Osborn Avenue and the northerly property line of Section 81, Block 2, Lot 2 to the said POINT OF BEGINNING.

END OF DESCRIPTION

July 18, 2006

Adopted

TOWN OF RIVERHEAD

RESOLUTION # 704

AUTHORIZES TOWN CLERK TO PUBLISH AND POST THE ATTACHED NOTICE TO BIDDERS FOR SEWER DISTRICT GENERATOR REMOVAL

COUNCILMAN DUNLEAVY offered the following resolution which was seconded COUNCILMAN DENSIESKI.

RESOLVED, that the Town Clerk be and is hereby authorized to publish and post the attached Notice to Bidders in the July 27, 2006 issue of the official Town newspaper or by visiting the Town of Riverhead website: www.riverheadli.com and click on Bid Requests for the Sewer District Generator Removal, River Avenue, Riverhead, New York; and

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

THE VOTE

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

THE RESOLUTION WAS ___ WAS NOT
THEREFORE DULY ADOPTED

TOWN OF RIVERHEAD
NOTICE TO BIDDERS

Sealed proposals for the removal of one Allis-Chalmers Synchronous Generator from a building located at the Riverhead Sewer District, River Avenue, Riverhead, New York will be received by the Town of Riverhead at the Office of the Town Clerk, Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, 11901 until 11:00 am on August 7, 2006 at which time they will be publicly opened and read aloud.

Plans and specifications may be examined and obtained on or about July 28, 2006 at the Office of the Town Clerk or by visiting the Town of Riverhead website: www.riverheadli.com and click on Bid Requests between the hours of 8:30 am and 4:30 pm weekdays, except holidays.

There will be a mandatory pre-bid meeting and on-site inspection scheduled for Wednesday, August 2, 2006 at 8:30 am at the Riverhead Sewer District, River Avenue, Riverhead, NY 11901.

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

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

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

Dated: July 18, 2006

July 18, 2006

Adopted

TOWN OF RIVERHEAD

REJECTS BID AND AUTHORIZES TOWN CLERK TO REPUBLISH & REPOST
NOTICE TO BIDDERS FOR ELECTRIC MOTOR EMERGENCY
REPAIR/REPLACEMENT FOR USE BY THE RIVERHEAD WATER DISTRICT

RESOLUTION # 705

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

WHEREAS, the Town Clerk was authorized to publish and post a notice to bidders for the purpose of receiving bids for water service materials; and

WHEREAS, bids were received on the day and at the time specified in the notice to bidders; and

WHEREAS, after reviewing the bids, it was determined that it would be in the best interest of the Town of Riverhead to reject the bids received and republish and repost the notice to bidders for water service materials.

NOW, THEREFORE, BE IT

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

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

DUNLEAVY ✓ YES ___ NO BARTUNEK ___ YES ___ NO ABSENT

BLASS ✓ YES ___ NO DENSIESKI ✓ YES ___ NO

CARDINALE ✓ YES ___ NO

THIS RESOLUTION ~~X~~ IS ___ IS NOT
DECLARED DULY ADOPTED

**TOWN OF RIVERHEAD
NOTICE TO BIDDERS**

Sealed bids for the purchase of **ELECTRIC MOTOR EMERGENCY REPAIR/REPLACEMENT** for use by the Town of Riverhead, will be received by the Town Clerk of the Town of Riverhead at Town Hall, 200 Howell Avenue, Riverhead, New York, 11901, until 11:00 a.m. on **August 8, 2006**.

Bid Specifications and/or Plans may be examined and/or obtained at the Town Clerk's office at Town Hall Monday through Friday (except holidays) between the hours of 8:30 a.m. and 4:30 p.m. or by visiting the Town of Riverhead website at www.riverheadli.com. Click on "Bid Requests".

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

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

All bids are to be submitted in a sealed envelope addressed to: **TOWN CLERK, TOWN OF RIVERHEAD, 200 HOWELL AVENUE, RIVERHEAD, NEW YORK, 11901**, and bear the designation: **BID FOR ELECTRIC MOTOR EMERGENCY REPAIR/REPLACEMENT.**

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD

Barbara Grattan, Town Clerk

Adopted

RESOLUTION # <u>706</u> ABSTRACT #06-26 July 13, 2006 (TBM 7/18/06)			
COUNCILMAN DUNLEAVY COUNCILWOMAN BLASS offered the following Resolution which was seconded by			
FUND NAME		CD-7/12/06	CHECKRUN TOTALS
			GRAND TOTALS
GENERAL FUND	1	\$ 12,000,000.00	\$ 315,365.67
PAL	4	\$ 30,000.00	
TEEN CENTER	5	\$ 15,000.00	
RECREATION PROGRAM FUND	6	\$ 145,000.00	\$ 4,749.30
SITE COUNCIL	7	\$ 6,000.00	
DARE PROGRAM	8	\$ 2,500.00	
CHILD CARE	9	\$ 110,000.00	
TOWN BOARD SPECIAL PROGRAMS	24	\$ 12,000.00	
SENIOR DAYCARE BUILDING FUND	27	\$ 21,000.00	
ECONOMIC DEVELOPMENT ZONE FUND	30	\$ 34,000.00	\$ 399.23
HIGHWAY FUND	111	\$ 2,350,000.00	\$ 31,178.07
WATER DISTRICT	112	\$ 900,000.00	\$ 119,716.40
REPAIR & MAINTENANCE	113	\$ 1,000,000.00	
RIVERHEAD SEWER DISTRICT	114	\$ 2,400,000.00	\$ 58,899.65
REFUSE & GARBAGE COLLECTION DI	115	\$ 1,500,000.00	\$ 5,795.14
STREET LIGHTING DISTRICT	116	\$ 650,000.00	\$ 30,746.14
PUBLIC PARKING DISTRICT	117	\$ 100,000.00	\$ 2,567.69
BUSINESS IMPROVEMENT DISTRICT	118	\$ 30,000.00	
AMBULANCE DISTRICT	120	\$ 300,000.00	\$ 1,058.25
EAST CREEK DOCKING FACILITY FU	122	\$ 100,000.00	\$ 953.81
CALVERTON SEWER DISTRICT	124	\$ 225,000.00	\$ 91.90
RIVERHEAD SCAVANGER WASTE DIST	128	\$ 1,125,000.00	\$ 16,645.40
SEWER DISTRICT FUND	130	\$ 370,000.00	
WORKERS' COMPENSATION FUND	173	\$ 1,150,000.00	\$ 3,981.98
RISK RETENTION FUND	175		\$ 165.00
UNEMPLOYMENT INSURANCE FUND	176	\$ 50,000.00	
RESTORE GRANT PROGRAM	184		\$ 5,000.00
PUBLIC PARKING DEBT SERVICE	381	\$ 30,000.00	
SEWER DISTRICTS DEBT SERVICE	382	\$ 100,000.00	\$ 41,240.04
WATER DEBT SERVICE	383	\$ 650,000.00	
GENERAL FUND DEBT SERVICE	384	\$ 8,500,000.00	\$ 1,549,140.88
SCAVANGER WASTE DISTRICT DEBT	385	\$ 70,000.00	\$ 2,473.48
SUFFOLK THEATER DEBT	386	\$ 545,000.00	
TOWN HALL CAPITAL PROJECTS	406		\$ 34,791.35
YOUTH SERVICES CAP PROJECT	452		\$ 1,202.14
MUNICIPAL GARAGE FUND	626		\$ 10,196.59
TRUST & AGENCY	735		\$ 40,453.21
SPECIAL TRUST	736	\$ 325,000.00	
COMMUNITY PRESERVATION FUND	737	\$ 1,100,000.00	\$ 17,247.07
CDA-CALVERTON	914	\$ 225,000.00	
TOTAL ALL FUNDS		\$ 36,170,500.00	\$ 2,294,058.39

THE VOTE

Dunleavy ✓ yes ___ no Bartunek ___ yes ___ no **ABSENT**
 Blass ✓ yes ___ no Densieski ✓ yes ___ no
 Cardinale ✓ yes ___ no

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

Adopted

RESOLUTION # 706 ABSTRACT #06-27 July 6, 2006 (TBM 7/18/06)				
COUNCILMAN DUNLEAVY offered the following Resolution which was seconded by				
COUNCILWOMAN BLASS				
FUND NAME		CD - 6/30/06	CHECKRUN TOTALS	GRAND TOTALS
GENERAL FUND	1	\$ 4,000,000.00	669,198.49	\$ 4,669,198.49
POLICE ATHLETIC LEAGUE	4	\$ 17,000.00	201.16	\$ 17,201.16
TEEN CENTER	5	\$ 7,000.00		\$ 7,000.00
RECREATION PROGRAM FUND	6	\$ 235,000.00	12,515.94	\$ 247,515.94
DARE PROGRAM	8	\$ 2,000.00		\$ 2,000.00
CHILD CARE CENTER BUILDING FUND	9	\$ 20,000.00		\$ 20,000.00
TOWN BOARD SPECIAL PROGRAM	24	\$ 105,000.00		\$ 105,000.00
YOUTH COURT SCHOLARSHIP	25	\$ 2,000.00		\$ 2,000.00
SENIOR CITIZEN DAY CARE CENTER	27	\$ 4,800.00	303.87	\$ 5,103.87
ANIMAL SPAY & NEUTERING	29	\$ 1,800.00		\$ 1,800.00
ECONOMIC DEVELOPMENT ZONE FUND	30	\$ 22,000.00	2,845.69	\$ 24,845.69
HIGHWAY FUND	111	\$ 900,000.00	58,451.19	\$ 958,451.19
WATER DISTRICT	112	\$ 145,000.00	100,314.97	\$ 245,314.97
REPAIR & MAINTENANCE FUND	113	\$ 450,000.00		\$ 450,000.00
RIVERHEAD SEWER DISTRICT	114	\$ 2,600,000.00	44,119.92	\$ 2,644,119.92
REFUSE & GARBAGE COLLECTION	115	\$ 550,000.00	4,705.39	\$ 554,705.39
STREET LIGHTING DISTRICT	116	\$ 190,000.00	7,686.43	\$ 197,686.43
PUBLIC PARKING DISTRICT	117	\$ 120,000.00	76.63	\$ 120,076.63
BUSINESS IMPROVEMENT DISTRICT	118	\$ 32,000.00	10,428.56	\$ 42,428.56
T.O.R. URBAN DEV CORP TRUST	119		10,633.55	\$ 10,633.55
AMBULANCE DISTRICT	120	\$ 125,000.00	66.25	\$ 125,066.25
EAST CREEK DOCKING FACILITY FU	122	\$ 125,000.00	1,223.19	\$ 126,223.19
CALVERTON SEWER DISTRICT	124	\$ 170,000.00	3,854.18	\$ 173,854.18
RIVERHEAD SCAVANGER WASTE DIST	128	\$ 145,000.00	11,573.20	\$ 156,573.20
RIVERHEAD SEWER DENITRIFICATIO	130	\$ 120,000.00	80,000.00	\$ 200,000.00
WORKERS' COMPENSATION FUND	173	\$ 2,050,000.00	3,034.29	\$ 2,053,034.29
RISK RETENTION FUND	175	\$ 450,000.00	26,696.81	\$ 476,696.81
UNEMPLOYMENT INS FUND	176	\$ 20,000.00		\$ 20,000.00
CDBG CONSORTIUM ACOUNT	181		582.20	\$ 582.20
PUBLIC PARKING DEBT SERVICE	381	\$ 29,000.00		\$ 29,000.00
SEWER DISTRICT DEBT	382	\$ 500,000.00		\$ 500,000.00
WATER DISTRICT DEBT SERVICE	383	\$ 15,000.00	729.13	\$ 15,729.13
GENERAL FUND DEBT SERVICE	384	\$ 3,000,000.00	5,599.00	\$ 3,005,599.00
SCAVENGER WASTE DEBT	385	\$ 90,000.00		\$ 90,000.00
SUFFOLK THEATER DEBT	386	\$ 70,000.00		\$ 70,000.00
TOWN HALL CAPITAL PROJECTS	406		652,936.80	\$ 652,936.80
YOUTH SERVICES CAP PROJECT	452		2,431.80	\$ 2,431.80
SENIORS HELP SENIORS CAP PROJE	453		3,008.73	\$ 3,008.73
EISEP CAP PROJECT	454		244.53	\$ 244.53
MUNICIPAL FUEL FUND	625		17,245.88	\$ 17,245.88
MUNICIPAL GARAGE FUND	626		17,313.28	\$ 17,313.28
TRUST & AGENCY	735		787,893.74	\$ 787,893.74
SPECIAL TRUST	736	\$ 875,000.00	8,000.00	\$ 883,000.00
COMMUNITY PRESERVATION FUND	737	\$ 1,000,000.00	5,442.77	\$ 1,005,442.77
CDA-CALVERTON	914	\$ 1,000,000.00		\$ 1,000,000.00
TOTAL ALL FUNDS		\$ 19,187,600.00	2,549,357.57	\$ 21,736,957.57