

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

JUNE 5, 2007

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

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

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

ELECTED OFFICIALS

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

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

DEPARTMENT HEADS

**William Rothaar
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:
REGULAR TOWN BOARD MEETING:

- #514 Community Development CDBG 2005 Budget Adjustment
- #515 Test Well Construction Budget Adjustment
- #516 Construction of Test Wells-RWD-Budget Adoption
- #517 Repainting Water Tanks at Plant 8 and Plant 9 Budget Adjustment
- #518 Water District 2005 Repainting of Plant 8 and Plant 9 Budget Adoption
- #519 Calverton Park Project #70015 Traffic Impact Study Supplementary Costs Budget Adjustment
- #520 Highway Payloader Budget Adoption
- #521 Highway Sweeper Budget Adoption
- #522 Baiting Hollow Farms Budget Adoption
- #523 Rejects Bid and Authorizes Town Clerk to RePublish and RePost Notice to Bidders for Traffic Paint
- #524 Rejects Bid and Authorizes Town Clerk to RePublish and RePost Notice to Bidders for Precast Concrete Drainage Rings and Associated Items
- #525 Authorizes Monthly Billing-RWD
- #526 Authorizes Supervisor to Execute Water Service Agreement with Anne McQuade-RWD
- #527 Order Calling Public Hearing-RWD-Lateral Water Main-North Wind Homes, Hulse Landing Road, Wading River, NY

- #528 Appoints Beach Attendants/Concession Stand Operators to the Recreation Department
- #529 Appoints Lifeguards to the Recreation Department
- #530 Appoints Summer Program Leaders to the Recreation Department
- #531 Appoints Summer Recreation Aides to the Recreation Department
- #532 Appoints a Seasonal Scorekeeper Level II to the Recreation Department
- #533 Ratifies the Appointment of a Seasonal Scorekeeper Level II to the Recreation Department
- #534 Amends Resolution #459-2007 (Promotes Water Treatment Plant Operator IIB, M. Lech)
- #535 Accepts Resignation of a Town Board Coordinator (S. Herd)
- #536 Appoints a Town Board Coordinator (D. Zlatniski)
- #537 Appoints Detention Attendants in the Police Department (E. Hattorff, W. Kramer, S. Bishop)
- #538 Appoints a Seasonal Traffic Control Officer in the Police Department (C. Butts)
- #539 Appoints Automotive Equipment Operator in the Highway Department (J. Hayes)
- #540 Sets Salaries of the Architectural Review Board
- #541 Ratifies Appointment of a Superintendent of Recreation I (R. Coyne)
- #542 Appoints a Seasonal Clerk to the Recreation Department (S. Roth)

- #543 Authorizes Disbursement of Business Improvement District Refunds to Certain Taxpayers
- #544 Memorializing Resolution Supporting State of New York Outdoor Lighting Act
- #545 Authorizes Budget Modification to the 2007 Community Development Block Grant Program
- #546 Authorizes the Supervisor to Execute Agreements in Connection with County of Suffolk Residential Repair IIB Contracts
- #547 Authorizes the Supervisor to Execute a Grant Agreement with Suffolk County for Funds to Support the Town of Riverhead Peconic Estuary Program Project
- #548 Adopts a Local Law Entitled, "Local Law to Change the Term of Office of the Town Supervisor from 2 Years to 4 Years"
- #549 Adopts a Local Law Entitled, "Local Law to Change the Term of Office of the Town Clerk from 2 Years to 4 Years"
- #550 Ratifies the Submission of a BUNY Grant Application
- #551 Ratifies the Submission of a Grant Application by the Chief of Police
- #552 Authorizes Town Clerk to Publish and Post a Public Notice for a Local Law to Consider Amendments to Chapter 18 Entitled, "Code of Ethics" of the Riverhead Town Code
- #553 Amends Resolution #476-2007 (Authorizes the Selling of the 2007 Beach Permits by Angelo's Bakery Pizza)
- #554 Authorizes the Release of Security for Edward Meier
- #555 Accepts 100% Security of Baiting Hollow Farms, LLC (Irrevocable Letter of Credit)

- #556 Extends Site Plan Approval of 204 East Avenue (Martin Sendlewski)
- #557 Approves Site Plan of Wal-Mart (Headriver, LLC)
- #558 Pays Bills

6-5-07

Adopted

TOWN OF RIVERHEAD

COMMUNITY DEVELOPMENT CDBG 2005

BUDGET ADJUSTMENT

RESOLUTION # 514

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

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

		<u>FROM</u>	<u>TO</u>
181.084910.493000.06905	Federal Aid	\$ 74,700	
406.086680.523000.70002	Home Improvement Program		\$ 74,700

THE VOTE

Dunleavy Yes No Bartunek Yes No *ABSENT*
 Blass Yes No Densieski Yes No
 Cardinale Yes No

June 5, 2007

Adopted

TOWN OF RIVERHEAD

TEST WELL CONSTRUCTION

BUDGET ADJUSTMENT

RESOLUTION # 515

COUNCILWOMAN BLASS

offered the following resolution,

COUNCILMAN DUNLEAVY

which was seconded by _____

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

BE IT FURTHER RESOLVED, that the Supervisor be, and hereby authorizes the Accounting Department to transfer the funds from the Repair & Maintenance Account to the Capital Project Account.

		<u>FROM</u>	<u>TO</u>
113.000000.499999	Appropriated Fund Balance	\$381,000	
113.099500.597000.30094	Transfer – Capital Project		\$381,000

THE VOTE

Dunleavy Yes No

^{ABSENT}
Bartunek Yes No

Blass Yes No

Densieski Yes No

Cardinale Yes No

Adopted

TOWN OF RIVERHEAD

CONSTRUCTION of TEST WELLS
WATER DISTRICT

BUDGET ADOPTION

RESOLUTION # 516

COUNCILMAN DENSIESKI

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

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

		<u>FROM</u>	<u>TO</u>
406.092801.482200.30094	Construction of Test Wells - Water	381,000	
406.083200.541000.30094	Construction of Wells		310,000
406.083200.543500.30094	Professional Services – Engineering		44,950
406.083200.547900.30094	Special Items – Contingency		26,050

THE VOTE

Dunleavy Yes No ^{ABSENT} Bartunek Yes No

Blass Yes No Densieski Yes No

Cardinale Yes No

June 5, 2007

Adopted

TOWN OF RIVERHEAD

REPAINTING WATER TANKS at PLANT 8 and 9

BUDGET ADJUSTMENT

RESOLUTION # 517

COUNCILMAN DUNLEAVY

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

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

BE IT FURTHER RESOLVED, that the Supervisor be, and hereby authorizes the Accounting Department to transfer the funds from the Repair & Maintenance Account to the Capital Project Account.

		<u>FROM</u>	<u>TO</u>
113.000000.499999	Appropriated Fund Balance	\$703,000	
113.099500.597000.30087	Transfer - Capital Project		\$703,000

THE VOTE

Dunleavy Yes No ^{ABSENT} Bartunek Yes No

Blass Yes No Densieski Yes No

Cardinale Yes No

TOWN OF RIVERHEAD
WATER DISTRICT
2005 REPAINTING of PLANT 8 and 9

Adopted

BUDGET ADOPTION
RESOLUTION # 518

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

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

		<u>FROM</u>	<u>TO</u>
406.083200.482220.30087	Repair & Maintenance	703,000	
406.083200.543315.30087	Legal Expense	4,000	
406.083200.541000.30087	Tank Repainting & Maintenance		633,000
406.083200.543501.30087	Professional Services – Engineering		74,000

THE VOTE

Dunleavy Yes No ^{ABSENT} Bartunek Yes No
 Blass Yes No Densieski Yes No
 Cardinale Yes No

June 5, 2007

Adopted

TOWN OF RIVERHEAD

CALVERTON PARK PROJECT #70015
TRAFFIC IMPACT STUDY
SUPPLEMENTARY COSTS

BUDGET ADJUSTMENT

RESOLUTION # 519

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

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

		<u>FROM</u>	<u>TO</u>
406.071100.547900.70015	Contingency	\$10,000	
406.071100.543650.70015	Engineering		\$10,000

THE VOTE

Dunleavy Yes No

^{ABSENT}
Bartunek Yes No

Blass Yes No

Densieski Yes No

Cardinale Yes No

June 5, 2007

Adopted

TOWN OF RIVERHEAD

HIGHWAY PAY LOADER

BUDGET ADOPTION

RESOLUTION # 520

COUNCILMAN DENSIESKI

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

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

	<u>FROM</u>	<u>TO</u>
406.095710.494200.40191 Serial Bond Proceeds	\$142,000.00	
406.051300.524175.40191 Highway Trucks		\$142,000.00

THE VOTE

Dunleavy Yes No

ABSENT
Bartunek Yes No

Blass Yes No

Densieski Yes No

Cardinale Yes No

June 5, 2007

Adopted

TOWN OF RIVERHEAD

HIGHWAY SWEEPER

BUDGET ADOPTION

RESOLUTION # 521

COUNCILMAN DUNLEAVY

offered the following resolution,

which was seconded by COUNCILMAN DENSIESKI

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

	<u>FROM</u>	<u>TO</u>
406.095710.494200.40191 Serial Bond Proceeds	\$182,000.00	
406.051300.524175.40191 Highway Trucks		\$182,000.00

THE VOTE

Dunleavy Yes No

^{ABSENT}
Bartunek Yes No

Blass Yes No

Densieski Yes No

Cardinale Yes No

Adopted

TOWN OF RIVERHEAD
BAITING HOLLOW FARMS

BUDGET ADOPTION

RESOLUTION # 522

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

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

		<u>FROM</u>	<u>TO</u>
406.092705.421050.60181	Developer Fees	5,000	
406.083200.543501.60181	Engineering Expenses		5,000

THE VOTE

Dunleavy Yes No ^{ABSENT} Bartunek Yes No
 Blass Yes No Densieski Yes No
 Cardinale Yes No

TOWN OF RIVERHEAD

Adopted

RESOLUTION # 523
Adopted June 5, 2007

REJECTS BID AND AUTHORIZES TOWN CLERK TO REPUBLISH AND REPOST NOTICE TO BIDDERS FOR TRAFFIC PAINT

COUNCILWOMAN BLASS _____ 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 Traffic Paint; and

WHEREAS, one bid was received on the day and time specified in the notice to bidders; and

WHEREAS, after reviewing the bid it was determined that it would be in the best interest of the Town of Riverhead to reject the bid received and republish and repost the attached Notice to Bidders; and be it further

RESOLVED, that the Town Clerk of the Town of Riverhead be and is hereby authorized to republish and repost the attached Notice to bidders; and be it further

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

DUNLEAVY ✓ YES ___ NO BARTUNEK ^{ABSENT} ~~YES~~ ___ ~~NO~~
BLASS ✓ YES ___ NO DENSIESKI ✓ YES ___ NO
CARDINALE ✓ YES ___ NO
THIS RESOLUTION ~~IS~~ ___ IS NOT
DECLARED DULY ADOPTED

NOTICE TO BIDDERS

Sealed bids for the purchase of **"TRAFFIC PAINT"** for the use of the Riverhead Highway Department will be received by the Town Clerk of the Town of Riverhead at the Town Hall, 200 Howell Avenue, Riverhead, New York 11901 until **11:00 A.M. on June 25, 2007.**

Instructions for bidders, specifications and forms may be obtained at the office of the Town Clerk at the Town Hall Monday through Friday between the hours of 8:30 A.M. and 4:30 P.M. or by visiting the Town of Riverhead website at **www.riverheadli.com** , click on "Bid Requests".

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

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

All bids will be submitted in a sealed envelope bearing the designation **"BID on TRAFFIC PAINT"** and addressed to: TOWN CLERK, TOWN OF RIVERHEAD, 200 HOWELL AVENUE, RIVERHEAD, NEW YORK 11901.

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

TOWN OF RIVERHEAD

Adopted

RESOLUTION # 524
Adopted June 5, 2007

**REJECTS BID AND AUTHORIZES TOWN CLERK TO REPUBLISH AND
REPOST NOTICE TO BIDDERS FOR PRECAST CONCRETE
DRAINAGE RINGS & ASSOCIATED ITEMS**

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 Traffic Paint; and

WHEREAS, one bid was submitted late on the day and time specified in the notice to bidders;

NOW THEREFORE BE IT,

RESOLVED, that the Town Clerk of the Town of Riverhead be and is hereby authorized to republish and repost the attached Notice to bidders; and be it further

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

DUNLEAVY ✓ YES ___ NO ^{ABSENT} BARTUNEK ~~✓~~ YES ___ NO
BLASS ✓ YES ___ NO DENSIESKI ✓ YES ___ NO
CARDINALE ✓ YES ___ NO
THIS RESOLUTION ~~✓~~ IS ___ IS NOT
DECLARED DULY ADOPTED

NOTICE TO BIDDERS

Sealed bids for the purchase of **“PRECAST CONCRETE DRAINAGE RINGS & ASSOCIATED ITEMS”** for the use of the Riverhead Highway Department will be received by the Town Clerk of the Town of Riverhead at the Town Hall, 200 Howell Avenue, Riverhead, New York 11901 until **11:05 A.M. on June 25, 2007.**

Instructions for bidders, specifications and forms may be obtained at the office of the Town Clerk at the Town Hall Monday through Friday between the hours of 8:30 A.M. and 4:30 P.M. or by visiting the Town of Riverhead website at www.riverheadli.com , click on “Bid Requests”.

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

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

All bids will be submitted in a sealed envelope bearing the designation **“BID on PRECAST CONCRETE DRAINAGE RINGS & ASSOCIATED ITEMS”** and addressed to: **TOWN CLERK, TOWN OF RIVERHEAD, 200 HOWELL AVENUE, RIVERHEAD, NEW YORK 11901.**

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

6/5/07

Adopted

**AUTHORIZES MONTHLY BILLING
RIVERHEAD WATER DISTRICT**

Resolution #525

Adopted _____

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

WHEREAS, the Riverhead Town Code, Section 105-16 provides that the Riverhead Town Board may set water rents and billing cycles for the Riverhead Water District, and

WHEREAS, it is desirable to have those accounts of 1-1/2 inch service and greater to be billed monthly,

NOW, THEREFORE, BE IT

RESOLVED, that the Superintendent of the Riverhead Water District is hereby directed to bill all accounts of 1-1/2 inch service and greater on a monthly basis, and be it further

RESOLVED, that the Town Clerk shall forward certified copies of this resolution to Gary Pendzick, Accounting Department, Tax Receiver, Assessors, Building Department, Fire Marshall, Town Attorney, Sewer District, and Frank Isler, Esq.

THIS RESOLUTION PREPARED BY FRANK ISLER FOR THE RIVERHEAD WATER DISTRICT

THE VOTE

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

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

**AUTHORIZES SUPERVISOR TO EXECUTE
WATER SERVICE AGREEMENT WITH ANNE MCQUADE
RIVERHEAD WATER DISTRICT**

Resolution #526

Adopted _____

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

WHEREAS, application has been made by Anne McQuade for a water service supply agreement to service Lot 2 of the attached minor subdivision,

NOW, THEREFORE, BE IT

RESOLVED, that the Supervisor be and is hereby authorized to execute the attached water service supply agreement with Anne McQuade for Lot 2 of the attached subdivision plan, and be it further

RESOLVED, that the Town Clerk shall forward certified copies of this resolution to the Gary Pendzick, Anne McQuade, the Accounting Department, Frank Isler, Esq.

THIS RESOLUTION PREPARED BY FRANK A. ISLER FOR THE RIVERHEAD WATER DISTRICT

THE VOTE. ^{ABSENT}

Dunleavy yes ___ no ___ Bartunek ___ yes ___ no

Blass yes ___ no ___ Densieski yes ___ no

Cardinale yes ___ no

THE RESOLUTION WAS ___ WAS NOT THEREFORE DULY ADOPTED

WATER SERVICE AGREEMENT
RIVERHEAD WATER DISTRICT WITH MCQUADE

AGREEMENT, made this _____ day of June, 2007, between the Riverhead Water District (hereinafter referred to as the District) with offices at 200 Howell Avenue, Riverhead, NY and Anne McQuade, (hereinafter referred to as Owner) residing at _____,

WHEREAS, the Riverhead Water District agrees to supply water to Lot 2 currently outside the boundary of the Riverhead Water District as is supplied for Lot 1 in same said subdivision, under the following terms and conditions:

1. Owners consent to pay and shall pay the Riverhead Water District district-wide tax as same shall be levied as though the premises were within the District. Owners consent to such assessment and tax.
2. Owners shall pay the current service installation fee and key money of \$2,500 per residence.
3. Owners shall pay for metered water at prevailing district rates.
4. The premises is that shown on the attached map of L. K. McLean Associates, P. C. dated August 2, 2006, designated as Lot 2.
5. This agreement shall run with the land. Owners shall cause this agreement to be recorded with the Suffolk County Clerk and filed with the Riverhead Town Clerk.

WHEREAS, the tax map number of Lot #2 is SCTM: 0600-41-1-12.001.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year above written.

TOWN OF RIVERHEAD
WATER DISTRICT

By: _____

Anne McQuade

STATE OF NEW YORK)

SS.:

COUNTY OF SUFFOLK)

On the ___ day of _____, 2007, before me, the undersigned, personally appeared Philip J. Cardinale personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

STATE OF NEW YORK)

SS.:

COUNTY OF SUFFOLK)

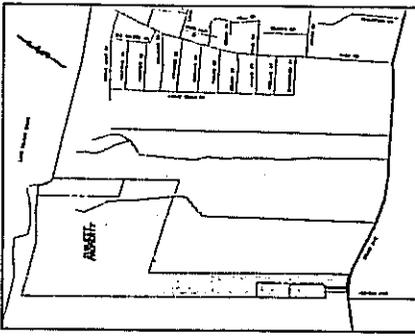
On the ___ day of _____, 2007, before me, the undersigned, personally appeared Annie McQuade personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity and that by her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Survey No. 0308080

**MINOR SUBDIVISION
OF LAND OF
ANN McQUADE**
LOCATED AT
TOWN OF MERRICK
SUTTER COUNTY, NEW YORK
DATE 8, 2008



AREA OF LOT 1A IS 2.11 ACRES (21,870 SQ FT) AND LOT 1B IS 2.11 ACRES (21,870 SQ FT). TOTAL AREA OF 4.22 ACRES (43,740 SQ FT). THIS SUBDIVISION IS SUBJECT TO THE EASEMENTS AND RESTRICTIONS SET FORTH IN THE DEEDS REFERENCE TO HEREIN.



- ASBESTOS MAP**
1. The location of the lot, showing the lot number, is shown.
 2. The location of the lot, showing the lot number, is shown.
 3. The location of the lot, showing the lot number, is shown.
 4. The location of the lot, showing the lot number, is shown.
 5. The location of the lot, showing the lot number, is shown.
 6. The location of the lot, showing the lot number, is shown.
 7. The location of the lot, showing the lot number, is shown.
 8. The location of the lot, showing the lot number, is shown.
 9. The location of the lot, showing the lot number, is shown.
 10. The location of the lot, showing the lot number, is shown.

- LEGEND**
- 1. LOT 1A
 - 2. LOT 1B
 - 3. LOT 2
 - 4. LOT 3
 - 5. LOT 4
 - 6. LOT 5
 - 7. LOT 6
 - 8. LOT 7
 - 9. LOT 8
 - 10. LOT 9
 - 11. LOT 10
 - 12. LOT 11
 - 13. LOT 12
 - 14. LOT 13
 - 15. LOT 14
 - 16. LOT 15
 - 17. LOT 16
 - 18. LOT 17
 - 19. LOT 18
 - 20. LOT 19
 - 21. LOT 20
 - 22. LOT 21
 - 23. LOT 22
 - 24. LOT 23
 - 25. LOT 24
 - 26. LOT 25
 - 27. LOT 26
 - 28. LOT 27
 - 29. LOT 28
 - 30. LOT 29
 - 31. LOT 30
 - 32. LOT 31
 - 33. LOT 32
 - 34. LOT 33
 - 35. LOT 34
 - 36. LOT 35
 - 37. LOT 36
 - 38. LOT 37
 - 39. LOT 38
 - 40. LOT 39
 - 41. LOT 40
 - 42. LOT 41
 - 43. LOT 42
 - 44. LOT 43
 - 45. LOT 44
 - 46. LOT 45
 - 47. LOT 46
 - 48. LOT 47
 - 49. LOT 48
 - 50. LOT 49
 - 51. LOT 50
 - 52. LOT 51
 - 53. LOT 52
 - 54. LOT 53
 - 55. LOT 54
 - 56. LOT 55
 - 57. LOT 56
 - 58. LOT 57
 - 59. LOT 58
 - 60. LOT 59
 - 61. LOT 60
 - 62. LOT 61
 - 63. LOT 62
 - 64. LOT 63
 - 65. LOT 64
 - 66. LOT 65
 - 67. LOT 66
 - 68. LOT 67
 - 69. LOT 68
 - 70. LOT 69
 - 71. LOT 70
 - 72. LOT 71
 - 73. LOT 72
 - 74. LOT 73
 - 75. LOT 74
 - 76. LOT 75
 - 77. LOT 76
 - 78. LOT 77
 - 79. LOT 78
 - 80. LOT 79
 - 81. LOT 80
 - 82. LOT 81
 - 83. LOT 82
 - 84. LOT 83
 - 85. LOT 84
 - 86. LOT 85
 - 87. LOT 86
 - 88. LOT 87
 - 89. LOT 88
 - 90. LOT 89
 - 91. LOT 90
 - 92. LOT 91
 - 93. LOT 92
 - 94. LOT 93
 - 95. LOT 94
 - 96. LOT 95
 - 97. LOT 96
 - 98. LOT 97
 - 99. LOT 98
 - 100. LOT 99
 - 101. LOT 100
 - 102. LOT 101
 - 103. LOT 102
 - 104. LOT 103
 - 105. LOT 104
 - 106. LOT 105
 - 107. LOT 106
 - 108. LOT 107
 - 109. LOT 108
 - 110. LOT 109
 - 111. LOT 110
 - 112. LOT 111
 - 113. LOT 112
 - 114. LOT 113
 - 115. LOT 114
 - 116. LOT 115
 - 117. LOT 116
 - 118. LOT 117
 - 119. LOT 118
 - 120. LOT 119
 - 121. LOT 120
 - 122. LOT 121
 - 123. LOT 122
 - 124. LOT 123
 - 125. LOT 124
 - 126. LOT 125
 - 127. LOT 126
 - 128. LOT 127
 - 129. LOT 128
 - 130. LOT 129
 - 131. LOT 130
 - 132. LOT 131
 - 133. LOT 132
 - 134. LOT 133
 - 135. LOT 134
 - 136. LOT 135
 - 137. LOT 136
 - 138. LOT 137
 - 139. LOT 138
 - 140. LOT 139
 - 141. LOT 140
 - 142. LOT 141
 - 143. LOT 142
 - 144. LOT 143
 - 145. LOT 144
 - 146. LOT 145
 - 147. LOT 146
 - 148. LOT 147
 - 149. LOT 148
 - 150. LOT 149
 - 151. LOT 150
 - 152. LOT 151
 - 153. LOT 152
 - 154. LOT 153
 - 155. LOT 154
 - 156. LOT 155
 - 157. LOT 156
 - 158. LOT 157
 - 159. LOT 158
 - 160. LOT 159
 - 161. LOT 160
 - 162. LOT 161
 - 163. LOT 162
 - 164. LOT 163
 - 165. LOT 164
 - 166. LOT 165
 - 167. LOT 166
 - 168. LOT 167
 - 169. LOT 168
 - 170. LOT 169
 - 171. LOT 170
 - 172. LOT 171
 - 173. LOT 172
 - 174. LOT 173
 - 175. LOT 174
 - 176. LOT 175
 - 177. LOT 176
 - 178. LOT 177
 - 179. LOT 178
 - 180. LOT 179
 - 181. LOT 180
 - 182. LOT 181
 - 183. LOT 182
 - 184. LOT 183
 - 185. LOT 184
 - 186. LOT 185
 - 187. LOT 186
 - 188. LOT 187
 - 189. LOT 188
 - 190. LOT 189
 - 191. LOT 190
 - 192. LOT 191
 - 193. LOT 192
 - 194. LOT 193
 - 195. LOT 194
 - 196. LOT 195
 - 197. LOT 196
 - 198. LOT 197
 - 199. LOT 198
 - 200. LOT 199
 - 201. LOT 200
 - 202. LOT 201
 - 203. LOT 202
 - 204. LOT 203
 - 205. LOT 204
 - 206. LOT 205
 - 207. LOT 206
 - 208. LOT 207
 - 209. LOT 208
 - 210. LOT 209
 - 211. LOT 210
 - 212. LOT 211
 - 213. LOT 212
 - 214. LOT 213
 - 215. LOT 214
 - 216. LOT 215
 - 217. LOT 216
 - 218. LOT 217
 - 219. LOT 218
 - 220. LOT 219
 - 221. LOT 220
 - 222. LOT 221
 - 223. LOT 222
 - 224. LOT 223
 - 225. LOT 224
 - 226. LOT 225
 - 227. LOT 226
 - 228. LOT 227
 - 229. LOT 228
 - 230. LOT 229
 - 231. LOT 230
 - 232. LOT 231
 - 233. LOT 232
 - 234. LOT 233
 - 235. LOT 234
 - 236. LOT 235
 - 237. LOT 236
 - 238. LOT 237
 - 239. LOT 238
 - 240. LOT 239
 - 241. LOT 240
 - 242. LOT 241
 - 243. LOT 242
 - 244. LOT 243
 - 245. LOT 244
 - 246. LOT 245
 - 247. LOT 246
 - 248. LOT 247
 - 249. LOT 248
 - 250. LOT 249
 - 251. LOT 250
 - 252. LOT 251
 - 253. LOT 252
 - 254. LOT 253
 - 255. LOT 254
 - 256. LOT 255
 - 257. LOT 256
 - 258. LOT 257
 - 259. LOT 258
 - 260. LOT 259
 - 261. LOT 260
 - 262. LOT 261
 - 263. LOT 262
 - 264. LOT 263
 - 265. LOT 264
 - 266. LOT 265
 - 267. LOT 266
 - 268. LOT 267
 - 269. LOT 268
 - 270. LOT 269
 - 271. LOT 270
 - 272. LOT 271
 - 273. LOT 272
 - 274. LOT 273
 - 275. LOT 274
 - 276. LOT 275
 - 277. LOT 276
 - 278. LOT 277
 - 279. LOT 278
 - 280. LOT 279
 - 281. LOT 280
 - 282. LOT 281
 - 283. LOT 282
 - 284. LOT 283
 - 285. LOT 284
 - 286. LOT 285
 - 287. LOT 286
 - 288. LOT 287
 - 289. LOT 288
 - 290. LOT 289
 - 291. LOT 290
 - 292. LOT 291
 - 293. LOT 292
 - 294. LOT 293
 - 295. LOT 294
 - 296. LOT 295
 - 297. LOT 296
 - 298. LOT 297
 - 299. LOT 298
 - 300. LOT 299
 - 301. LOT 300
 - 302. LOT 301
 - 303. LOT 302
 - 304. LOT 303
 - 305. LOT 304
 - 306. LOT 305
 - 307. LOT 306
 - 308. LOT 307
 - 309. LOT 308
 - 310. LOT 309
 - 311. LOT 310
 - 312. LOT 311
 - 313. LOT 312
 - 314. LOT 313
 - 315. LOT 314
 - 316. LOT 315
 - 317. LOT 316
 - 318. LOT 317
 - 319. LOT 318
 - 320. LOT 319
 - 321. LOT 320
 - 322. LOT 321
 - 323. LOT 322
 - 324. LOT 323
 - 325. LOT 324
 - 326. LOT 325
 - 327. LOT 326
 - 328. LOT 327
 - 329. LOT 328
 - 330. LOT 329
 - 331. LOT 330
 - 332. LOT 331
 - 333. LOT 332
 - 334. LOT 333
 - 335. LOT 334
 - 336. LOT 335
 - 337. LOT 336
 - 338. LOT 337
 - 339. LOT 338
 - 340. LOT 339
 - 341. LOT 340
 - 342. LOT 341
 - 343. LOT 342
 - 344. LOT 343
 - 345. LOT 344
 - 346. LOT 345
 - 347. LOT 346
 - 348. LOT 347
 - 349. LOT 348
 - 350. LOT 349
 - 351. LOT 350
 - 352. LOT 351
 - 353. LOT 352
 - 354. LOT 353
 - 355. LOT 354
 - 356. LOT 355
 - 357. LOT 356
 - 358. LOT 357
 - 359. LOT 358
 - 360. LOT 359
 - 361. LOT 360
 - 362. LOT 361
 - 363. LOT 362
 - 364. LOT 363
 - 365. LOT 364
 - 366. LOT 365
 - 367. LOT 366
 - 368. LOT 367
 - 369. LOT 368
 - 370. LOT 369
 - 371. LOT 370
 - 372. LOT 371
 - 373. LOT 372
 - 374. LOT 373
 - 375. LOT 374
 - 376. LOT 375
 - 377. LOT 376
 - 378. LOT 377
 - 379. LOT 378
 - 380. LOT 379
 - 381. LOT 380
 - 382. LOT 381
 - 383. LOT 382
 - 384. LOT 383
 - 385. LOT 384
 - 386. LOT 385
 - 387. LOT 386
 - 388. LOT 387
 - 389. LOT 388
 - 390. LOT 389
 - 391. LOT 390
 - 392. LOT 391
 - 393. LOT 392
 - 394. LOT 393
 - 395. LOT 394
 - 396. LOT 395
 - 397. LOT 396
 - 398. LOT 397
 - 399. LOT 398
 - 400. LOT 399
 - 401. LOT 400
 - 402. LOT 401
 - 403. LOT 402
 - 404. LOT 403
 - 405. LOT 404
 - 406. LOT 405
 - 407. LOT 406
 - 408. LOT 407
 - 409. LOT 408
 - 410. LOT 409
 - 411. LOT 410
 - 412. LOT 411
 - 413. LOT 412
 - 414. LOT 413
 - 415. LOT 414
 - 416. LOT 415
 - 417. LOT 416
 - 418. LOT 417
 - 419. LOT 418
 - 420. LOT 419
 - 421. LOT 420
 - 422. LOT 421
 - 423. LOT 422
 - 424. LOT 423
 - 425. LOT 424
 - 426. LOT 425
 - 427. LOT 426
 - 428. LOT 427
 - 429. LOT 428
 - 430. LOT 429
 - 431. LOT 430
 - 432. LOT 431
 - 433. LOT 432
 - 434. LOT 433
 - 435. LOT 434
 - 436. LOT 435
 - 437. LOT 436
 - 438. LOT 437
 - 439. LOT 438
 - 440. LOT 439
 - 441. LOT 440
 - 442. LOT 441
 - 443. LOT 442
 - 444. LOT 443
 - 445. LOT 444
 - 446. LOT 445
 - 447. LOT 446
 - 448. LOT 447
 - 449. LOT 448
 - 450. LOT 449
 - 451. LOT 450
 - 452. LOT 451
 - 453. LOT 452
 - 454. LOT 453
 - 455. LOT 454
 - 456. LOT 455
 - 457. LOT 456
 - 458. LOT 457
 - 459. LOT 458
 - 460. LOT 459
 - 461. LOT 460
 - 462. LOT 461
 - 463. LOT 462
 - 464. LOT 463
 - 465. LOT 464
 - 466. LOT 465
 - 467. LOT 466
 - 468. LOT 467
 - 469. LOT 468
 - 470. LOT 469
 - 471. LOT 470
 - 472. LOT 471
 - 473. LOT 472
 - 474. LOT 473
 - 475. LOT 474
 - 476. LOT 475
 - 477. LOT 476
 - 478. LOT 477
 - 479. LOT 478
 - 480. LOT 479
 - 481. LOT 480
 - 482. LOT 481
 - 483. LOT 482
 - 484. LOT 483
 - 485. LOT 484
 - 486. LOT 485
 - 487. LOT 486
 - 488. LOT 487
 - 489. LOT 488
 - 490. LOT 489
 - 491. LOT 490
 - 492. LOT 491
 - 493. LOT 492
 - 494. LOT 493
 - 495. LOT 494
 - 496. LOT 495
 - 497. LOT 496
 - 498. LOT 497
 - 499. LOT 498
 - 500. LOT 499
 - 501. LOT 500
 - 502. LOT 501
 - 503. LOT 502
 - 504. LOT 503
 - 505. LOT 504
 - 506. LOT 505
 - 507. LOT 506
 - 508. LOT 507
 - 509. LOT 508
 - 510. LOT 509
 - 511. LOT 510
 - 512. LOT 511
 - 513. LOT 512
 - 514. LOT 513
 - 515. LOT 514
 - 516. LOT 515
 - 517. LOT 516
 - 518. LOT 517
 - 519. LOT 518
 - 520. LOT 519
 - 521. LOT 520
 - 522. LOT 521
 - 523. LOT 522
 - 524. LOT 523
 - 525. LOT 524
 - 526. LOT 525
 - 527. LOT 526
 - 528. LOT 527
 - 529. LOT 528
 - 530. LOT 529
 - 531. LOT 530
 - 532. LOT 531
 - 533. LOT 532
 - 534. LOT 533
 - 535. LOT 534
 - 536. LOT 535
 - 537. LOT 536
 - 538. LOT 537
 - 539. LOT 538
 - 540. LOT 539
 - 541. LOT 540
 - 542. LOT 541
 - 543. LOT 542
 - 544. LOT 543
 - 545. LOT 544
 - 546. LOT 545
 - 547. LOT 546
 - 548. LOT 547
 - 549. LOT 548
 - 550. LOT 549
 - 551. LOT 550
 - 552. LOT 551
 - 553. LOT 552
 - 554. LOT 553
 - 555. LOT 554
 - 556. LOT 555
 - 557. LOT 556
 - 558. LOT 557
 - 559. LOT 558
 - 560. LOT 559
 - 561. LOT 560
 - 562. LOT 561
 - 563. LOT 562
 - 564. LOT 563
 - 565. LOT 564
 - 566. LOT 565
 - 567. LOT 566
 - 568. LOT 567
 - 569. LOT 568
 - 570. LOT 569
 - 571. LOT 570
 - 572. LOT 571
 - 573. LOT 572
 - 574. LOT 573
 - 575. LOT 574
 - 576. LOT 575
 - 577. LOT 576
 - 578. LOT 577
 - 579. LOT 578
 - 580. LOT 579
 - 581. LOT 580
 - 582. LOT 581
 - 583. LOT 582
 - 584. LOT 583
 - 585. LOT 584
 - 586. LOT 585
 - 587. LOT 586
 - 588. LOT 587
 - 589. LOT 588
 - 590. LOT 589
 - 591. LOT 590
 - 592. LOT 591
 - 593. LOT 592
 - 594. LOT 593
 - 595. LOT 594
 - 596. LOT 595
 - 597. LOT 596
 - 598. LOT 597
 - 599. LOT 598
 - 600. LOT 599
 - 601. LOT 600
 - 602. LOT 601
 - 603. LOT 602
 - 604. LOT 603
 - 605. LOT 604
 - 606. LOT 605
 - 607. LOT 606
 - 608. LOT 607
 - 609. LOT 608
 - 610. LOT 609
 - 611. LOT 610
 - 612. LOT 611
 - 613. LOT 612
 - 614. LOT 613
 - 615. LOT 614
 - 616. LOT 615
 - 617. LOT 616
 - 618. LOT 617
 - 619. LOT 618
 - 620. LOT 619
 - 621. LOT 620
 - 622. LOT 621
 - 623. LOT 622
 - 624. LOT 623
 - 625. LOT 624
 - 626. LOT 625
 - 627. LOT 626
 - 628. LOT 627
 - 629. LOT 628
 - 630. LOT 629
 - 631. LOT 630
 - 632. LOT 631
 - 633. LOT 632
 - 634. LOT 633
 - 635. LOT 634
 - 636. LOT 635
 - 637. LOT 636
 - 638. LOT 637
 - 639. LOT 638
 - 640. LOT 639
 - 641. LOT 640
 - 642. LOT 641
 - 643. LOT 642
 - 644. LOT 643
 - 645. LOT 644
 - 646. LOT 645
 - 647. LOT 646
 - 648. LOT 647
 - 649. LOT 648
 - 650. LOT 649
 - 651. LOT 650
 - 652. LOT 651
 - 653. LOT 652
 - 654. LOT 653
 - 655. LOT 654
 - 656. LOT 655
 - 657. LOT 656
 - 658. LOT 657
 - 659. LOT 658
 - 660. LOT 659
 - 661. LOT 660
 - 662. LOT 661
 - 663. LOT 662
 - 664. LOT 663
 - 665. LOT 664
 - 666. LOT 665
 - 667. LOT 666
 - 668. LOT 667
 - 669. LOT 668
 - 670. LOT 669
 - 671. LOT 670
 - 672. LOT 671
 - 673. LOT 672
 - 674. LOT 673
 - 675. LOT 674
 - 676. LOT 675
 - 677. LOT 676
 - 678. LOT 677
 - 679. LOT 678
 - 680. LOT 679
 - 681. LOT 680
 - 682. LOT 681
 - 683. LOT 682
 - 684. LOT 683
 - 685. LOT 684
 - 686. LOT 685
 - 687. LOT 686
 - 688. LOT 687
 - 689. LOT 688
 - 690. LOT 689
 - 691. LOT 690
 - 692. LOT 691
 - 693. LOT 692
 - 694. LOT 693
 - 695. LOT 694
 - 696. LOT 695
 - 697. LOT 696
 - 698. LOT 697
 - 699. LOT 698
 - 700. LOT 699
 - 701. LOT 700
 - 702. LOT 701
 - 703. LOT 702
 - 704. LOT 703
 - 705. LOT 704
 - 706. LOT 705
 - 707. LOT 706
 - 708. LOT 707
 - 709. LOT 708
 - 710. LOT 709
 - 711. LOT 710
 - 712. LOT 711
 - 713. LOT 712
 - 714. LOT 713
 - 715. LOT 714
 - 716. LOT 715
 - 717. LOT 716
 - 718. LOT 717
 - 719. LOT 718
 - 720. LOT 719
 - 721. LOT 720
 - 722. LOT 721
 - 723. LOT 722
 - 724. LOT 723
 - 725. LOT 724
 - 726. LOT 725
 - 727. LOT 726
 - 728. LOT 727
 - 729. LOT 728
 - 730. LOT 729
 - 731. LOT 730
 - 732. LOT 731
 - 733. LOT 732
 - 734. LOT 733
 - 735. LOT 734
 - 736. LOT 735
 - 737. LOT 736
 - 738. LOT 737
 - 739. LOT 738
 - 740. LOT 739
 - 741. LOT 740
 - 742. LOT 741
 - 743. LOT 742
 - 744. LOT 743
 - 745. LOT 744
 - 746. LOT 745
 - 747. LOT 746
 - 748. LOT 747
 - 749. LOT 748
 - 750. LOT 749
 - 751. LOT 750
 - 752. LOT 751
 - 753. LOT 752
 - 754. LOT 753
 - 755. LOT 754
 - 756. LOT 755
 - 757. LOT 756
 - 758. LOT 757
 - 759. LOT 758
 - 760. LOT 759
 - 761. LOT 760
 - 762. LOT 761
 - 763. LOT 762
 - 764. LOT 763
 - 765. LOT 764
 - 766. LOT 765
 - 767. LOT 766
 - 768. LOT 767
 - 769. LOT 768
 - 770. LOT 769
 - 771. LOT 770
 - 772. LOT 771
 - 773. LOT 772
 - 774. LOT 773
 - 775. LOT 774
 - 776. LOT 775
 - 777. LOT 776
 - 778. LOT 777
 - 779. LOT 778
 - 780. LOT 779
 - 781. LOT 780
 - 782. LOT 781
 - 783. LOT 782
 - 784. LOT 783
 - 785. LOT 784
 - 786. LOT 785
 - 787. LOT 786
 - 788. LOT 787
 - 789. LOT 788
 - 790. LOT 789
 - 791. LOT 790
 - 792. LOT 791
 - 793. LOT 792
 - 794. LOT 793
 - 795. LOT 794

6/5/07

Adopted

TOWN OF RIVERHEAD

ORDER CALLING PUBLIC HEARING
RIVERHEAD WATER DISTRICT
LATERAL WATER MAIN
NORTH WIND HOMES, HULSE LANDING ROAD
WADING RIVER, NY

Resolución #527

Adopted _____

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

WHEREAS, by report dated March 12, 2007, H2M, consulting engineers to the Riverhead Water District, did prepare a report detailing the necessary measures and costs associated with extending the lateral water mains to the proposed North Wind Development located along the east side of Hulse Landing Road in the Wildwood section of Wading River, New York, and

WHEREAS, this proposed development will consist of the construction of 24 single family dwellings (a new home is not proposed to be constructed on lot 25, but the developer will be responsible for the associated key money) to be accessed via a proposed new road, Andrews Way, and

WHEREAS, approximately 4,700 feet of 6 inch and 8 inch water main will be required to be installed to provide service to this development, and

WHEREAS, the applicant's cost of the above improvements is estimated to be \$350,000, with the entire cost of this project to be borne by the developer and prepaid by the applicant before a competitive bid is awarded. If, after public hearing and bidding the cost increases above the amount set forth herein, the Riverhead Town Board as governing body of the Riverhead Water District may amend the final order to reflect such cost increase to be solely borne by the developer at no cost to the district. In such event, the scope of work shall be the same as set forth herein, and

WHEREAS, in addition to the construction costs key money in the amount of \$2,500 per single family dwelling for a total cost of \$62,500 shall be levied in order to cover the cost of constructing capital improvement facilities, and

WHEREAS, it is necessary for the Town Board to hold a public hearing to hear all persons wishing to be heard with regard to the proposed lateral water main of the

Riverhead Water District as described above,

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board will hold a public hearing on the 3rd day of July, 2007, at 2:05 p.m. at the Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, to hear all interested persons with regard to the proposed lateral water main of North Wind Homes, 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 June 14, 2007, edition of The News Review, and

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

BY ORDER OF THE RIVERHEAD
TOWN BOARD
BARBARA GRATTAN
TOWN CLERK

Dated: June 5, 2007
Riverhead, NY 11901

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

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

6/05/07

Adopted

TOWN OF RIVERHEAD

Resolution # 528

APPOINTS
BEACH ATTENDANTS/ CONCESSION STAND OPERATORS
TO THE
RECREATION DEPARTMENT

COUNCILMAN DUNLEAVY

offered the following resolution,

which was seconded by COUNCILMAN DENSIESKI

RESOLVED, that the Town Board appoints the attached list of Beach Attendants/Concession Stand Operators to the Recreation Department effective June 6, 2007 to and including September 10, 2007 and to serve as needed on an at will basis and to serve at the pleasure of the Town Board.

1

THE VOTE *ABSENT*

Dunleavy yes no Bertunek yes no
 Blass yes no Densieski yes no
 Cardinale yes no

THE RESOLUTION WAS WAS NOT
 THEREFORE DULY ADOPTED

**RECREATION DEPARTMENT APPOINTMENTS
6/05/07 TOWN BOARD MEETING**

<u>Last</u>	<u>First</u>	<u>Title</u>	<u>Level</u>	<u>Start</u>	<u>End</u>	<u>Salary</u>
Blass	Juliet	Beach Attendant/Concession Stand Operator	I	6/6/07	9/10/07	\$8.70
Drexel	Angela	Beach Attendant/Concession Stand Operator	I	6/6/07	9/10/07	\$8.70
Edwards	Laurie	Beach Attendant/Concession Stand Operator	I	6/6/07	9/10/07	\$8.70
Mottern	Jennifer	Beach Attendant/Concession Stand Operator	I	6/06/07	9/10/07	\$8.70
Olivio	Nicole	Beach Attendant/Concession Stand Operator	I	6/06/07	9/10/07	\$8.70
Pipczynski	Kalei	Beach Attendant/Concession Stand Operator	I	6/06/07	9/10/07	\$8.70

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

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

6/05/07

Adopted

TOWN OF RIVERHEAD

Resolution # 529

APPOINTS
LIFEGUARDS
TO THE
RECREATION DEPARTMENT

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

RESOLVED, that the Town Board appoints the attached list of Lifeguards to the Recreation Department effective June 6, 2007 to and including September 3, 2007 and to serve as needed on an at will basis and to serve at the pleasure of the Town Board.¹

THE VOTE

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

THE RESOLUTION WAS WAS NOT
THEREFORE DULY ADOPTED

¹ Rec. Colleen: Res Blanket Lifeguards 07-New Hires

**RECREATION DEPARTMENT APPOINTMENTS
6/05/07 TOWN BOARD MEETING**

<u>Last</u>	<u>First</u>	<u>Title</u>	<u>Level</u>	<u>Start Date</u>	<u>End Date</u>	<u>Salary</u>
Boulter	Daniel	Fill-In Lifeguard	I	6/06/07	9/3/07	\$11.00
Cheek	Brittney	Fill-in Lifeguard	I	6/06/07	9/3/07	\$11.00
Delli Carpini	Rebecca	Fill-In Lifeguard	I	6/06/07	9/3/07	\$11.00
Fox	Natalie	Fill-in Lifeguard	I	6/06/07	9/3/07	\$11.00
Opatovsky	Kendra	Fill-In Lifeguard	I	6/06/07	9/3/07	\$11.00
Potapchuk	John	Fill-In Lifeguard	I	6/06/07	9/3/07	\$11.00

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

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

6/5/07

Adopted

TOWN OF RIVERHEAD

Resolution # 530

APPOINTS
SUMMER PROGRAM LEADERS
TO THE
RECREATION DEPARTMENT

COUNCILMAN DENSIESKI

_____ offered the following resolution,

which was seconded by COUNCILWOMAN BLASS

RESOLVED, that the Town Board appoints the attached list of Summer Program Leaders to the Recreation Department effective June 6, 2007 to and including September 1, 2007 to serve as needed on an at will basis and to serve at the pleasure of the Town Board and

BE IT FURTHER, RESOLVED, that the Town Board hereby authorize the Town clerk to forward this resolution to the Recreation Department and the Office of Accounting.

1

THE VOTE
Dunleavy yes ___ no ___ ~~Badunsk~~ ^{ABSENT} ___ yes ___ no
Blass yes ___ no ___ Densieski yes ___ no
Cardinale yes ___ no

THE RESOLUTION WAS ___ WAS NOT
THEREFORE DULY ADOPTED

**RECREATION DEPARTMENT APPOINTMENTS
6/5/07 TOWN BOARD MEETING**

<u>Last</u>	<u>First</u>	<u>Title</u>	<u>Level</u>	<u>Start Date</u>	<u>End Date</u>	<u>Salary</u>
Bentsen	Patrick	Summer Program Leader	II	6/6/07	9/1/07	\$13.75
Hynds	Cynthia	Summer Program Leader	X	6/6/07	9/1/07	\$17.45
Jehle	Michael	Summer Program Leader	II	6/6/07	9/1/07	\$13.75
Koroleski	Cori	Summer Program Leader	III	6/6/07	9/1/07	\$14.15
Lindsay	Lisa	Summer Program Leader	VII	6/6/07	9/1/07	\$15.95

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

Adopted

6/5/07

TOWN OF RIVERHEAD

Resolution # 531

APPOINTS
SUMMER RECREATION AIDES
TO THE
RECREATION DEPARTMENT

COUNCILMAN DENSIESKI

offered the following resolution,

which was seconded by COUNCILWOMAN BLASS

RESOLVED, that the Town Board appoints the attached list of Summer Recreation Aides to the Recreation Department effective June 6, 2007 to and including August 24, 2007 to serve as needed on an at will is and to serve at the pleasure of the Town Board and

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

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

**RECREATION DEPARTMENT APPOINTMENTS
6/5/07 TOWN BOARD MEETING**

<u>Last</u>	<u>First</u>	<u>Title</u>	<u>Level</u>	<u>Start Date</u>	<u>End Date</u>	<u>Salary</u>
Barrow	Eugene	Sum Rec. Aide (Fill-In)	II	6/6/07	8/24/07	\$9.65
Bates	Santina	Summer Rec. Aide	II	6/6/07	8/24/07	\$9.65
Berry	Lauren	Summer Rec. Aide	I	6/6/07	8/24/07	\$8.75
Bourquin	Allison	Summer Rec. Aide	I	6/6/07	8/24/07	\$8.75
Brown	Jennifer	Summer Rec. Aide	VI	6/6/07	8/24/07	\$10.90
Bullock	Amy	Summer Rec. Aide	VII	6/6/07	8/24/07	\$11.25
Chizever	Brett	Summer Rec. Aide	IV	6/6/07	8/24/07	\$10.25
Cholodenko	Micheal	Summer Rec. Aide	I	6/6/07	8/24/07	\$8.75
DiResta	Vincent	Summer Rec. Aide (Fill-In)	III	6/6/07	8/24/07	\$9.95
Duprey	Jennifer	Summer Rec. Aide	I	6/6/07	8/24/07	\$8.75
Flood	Mary	Summer Rec. Aide	I	6/6/07	8/24/07	\$8.75
Harden	Jordan	Summer Rec. Aide	I	6/6/07	8/24/07	\$8.75
Ince	Bailey	Summer Rec. Aide	II	6/6/07	8/24/07	\$9.65
Ince	Parker	Summer Rec. Aide	II	6/6/07	8/24/07	\$9.65
Inzalaco	Robert	Summer Rec. Aide	II	6/6/07	8/24/07	\$9.65
Kirchhoff	Catherine	Summer Rec. Aide	II	6/6/07	8/24/07	\$9.65
Kwasna	Amanda	Summer Rec. Aide	VIII	6/6/07	8/24/07	\$11.60
Miloski	Kelly	Summer Rec. Aide	I	6/6/07	8/24/07	\$8.75
Romano	Nicole	Summer Rec. Aide	II	6/6/07	8/24/07	\$9.65
Jaeger	Desiree	Summer Rec. Aide	IV	6/6/07	8/24/07	\$10.25

<u>ist</u>	<u>First</u>	<u>Title</u>	<u>Level</u>	<u>Start Date</u>	<u>End Date</u>	<u>Salary</u>
Stephenson	Kyle	Summer Rec. Aide	II	6/6/07	8/24/07	\$9.65
Torres	Victoria	Summer Rec. Aide	II	6/6/07	8/24/07	\$9.65
Young	Krystal	Summer Rec. Aide	IV	6/6/07	8/24/07	\$10.25

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

6/5/07

Adopted

TOWN OF RIVERHEAD

Resolution # 532

APPOINTS A SEASONAL SCOREKEEPER LEVEL II TO THE RIVERHEAD RECREATION DEPARTMENT

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

RESOLVED, that Sarah Heins is hereby appointed as a Seasonal Scorekeeper Level II effective, June 6, 2007 to serve as needed on an at will basis to be paid at the rate of \$9.10 per hour, and to serve at the pleasure of the Town Board; and

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

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

BE IT FURTHER, RESOLVED, that the Town Board hereby authorizes the Town Clerk to forward this Resolution to the Recreation Department and the Office of Accounting.¹

THE VOTE

Dunleavy yes no ~~Baronek~~ yes no

Blass yes no Densieski yes no

Cardinale yes no

THE RESOLUTION WAS WAS NOT THEREFORE DULY ADOPTED

¹ Rec. Colleen/ Resolution. Scorekeeper Sarah Heins

6/05/07

Adopted

TOWN OF RIVERHEAD

Resolution # 533

RATIFIES THE APPOINTMENT OF
A SEASONAL SCOREKEEPER LEVEL II
TO THE RIVERHEAD RECREATION DEPARTMENT

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

RESOLVED, that Fred Boutcher IV is hereby appointed as a Seasonal Scorekeeper Level II effective, May 30, 2007 to serve as needed on an at will basis to be paid at the rate of \$9.10 per hour, and to serve at the pleasure of the Town Board; and

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

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

BE IT FURTHER, RESOLVED, that the Town Board hereby authorizes the Town Clerk to forward a copy of this Resolution to Fred Boutcher IV.¹

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

THE RESOLUTION WAS WAS NOT
THEREFORE DULY ADOPTED

¹ Rec. Colleen/ Resolution. Scorekeeper Level II- Fred Boutcher

JUNE 5, 2007

Adopted

TOWN OF RIVERHEAD

ACCEPTS RESIGNATION OF A TOWN BOARD COORDINATOR

RESOLUTION # 535

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

WHEREAS, the Town has received a letter from Susan Herd, the Town Board Coordinator for the Town of Riverhead, indicating her intent to resign effective the close of business June 1, 2007.

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

BE IT FURTHER, RESOLVED, that the Town Clerk be, and is hereby, directed to forward a copy of this Resolution to the Town Board, the Personnel Officer, and to forward a certified copy of this resolution to Susan Herd.

The Vote

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

THE RESOLUTION ~~X~~ WAS WAS NOT

THEREFORE DULY ADOPTED

June 5, 2007

Adopted

TOWN OF RIVERHEAD

Resolution # 536

APPOINTS A TOWN BOARD COORDINATOR

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

WHEREAS, a vacancy exists for a Town Board Coordinator, and

WHEREAS, this position was duly advertised, and interviews were conducted,
and

WHEREAS, pursuant to a completed background investigation, the
recommendation of the Town Board and Personnel Officer has been received.

NOW, THEREFORE, BE IT RESOLVED, that effective June 18, 2007 Donna
Zlatniski is hereby appointed to the position of full-time Town Board Coordinator at the
annual salary of \$35,000.00.

BE IT FURTHER, RESOLVED, that the Town Clerk be and is hereby authorized
to forward a copy of this resolution to Donna Zlatniski, the Town Board, and the
Personnel Officer.

The Vote

Dunleavy ~~Yes~~ No

~~ABSENT~~
Bartunek ~~Yes~~ No

Blass ~~Yes~~ No

Densieski ~~Yes~~ No

Cardinale ~~Yes~~ No

THE RESOLUTION WAS WAS NOT
THEREFORE DULY ADOPTED

June 5, 2007

TOWN OF RIVERHEAD

Adopted

Resolution # 537

APPOINTS DETENTION ATTENDANTS IN THE POLICE DEPARTMENT

COUNCILMAN DUNLEAVY

_____ offered the following
resolution, which was seconded by _____

COUNCILMAN DENSIESKI

WHEREAS, the need for call-in Detention Attendants exists in the Police Department, and

WHEREAS, this position was duly advertised for, interviews were conducted, and

WHEREAS, pursuant to a completed background investigation, the recommendation of the Chief of Police _____ has been received.

NOW, THEREFORE, BE IT RESOLVED, that effective June 6, 2007 Eileen Hattorff, William Kramer, and Steven Bishop are hereby appointed to the positions of call-in Detention Attendant at the hourly rate of \$11.20.

BE IT FURTHER, RESOLVED, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to Eileen Hattorff, William Kramer, Steven Bishop, the Police Department, and the Personnel Officer.

The Vote

Dunleavy ~~Yes~~ No

ABSENT
Bartunek ~~Yes~~ No

Blass ~~Yes~~ No

Densieski ~~Yes~~ No

Cardinale ~~Yes~~ No

THE RESOLUTION ~~X~~ WAS _____ WAS NOT

THEREFORE DULY ADOPTED

June 5, 2007

Adopted

TOWN OF RIVERHEAD

Resolution # 538

APPOINTS A SEASONAL TRAFFIC CONTROL OFFICER IN THE POLICE DEPARTMENT

COUNCILMAN DENSIESKI

_____ offered the following

COUNCILWOMAN BLASS

resolution, which was seconded by _____

WHEREAS, the need for a seasonal Traffic Control Officer exists in the Police Department, and

WHEREAS, this position was duly advertised for, interviews were conducted, and

WHEREAS, pursuant to a completed background investigation, the recommendation of the Chief of Police _____ has been received.

NOW, THEREFORE, BE IT RESOLVED, that effective June 6, 2007 Christopher Butts is hereby appointed to the position of seasonal Traffic Control Officer at the hourly rate of \$10.00.

BE IT FURTHER, RESOLVED, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to Christopher Butts, the Police Department, and the Personnel Officer.

The Vote

Dunleavy ~~Yes~~ No

~~ABSENT~~
~~Bartunek~~ Yes No

Blass ~~Yes~~ No

Densieski ~~Yes~~ No

Cardinale ~~Yes~~ No

THE RESOLUTION ~~✓~~ WAS ___ WAS NOT

THEREFORE DULY ADOPTED

June 5, 2007

Adopted

TOWN OF RIVERHEAD

Resolution # 539

**APPOINTS AUTOMOTIVE EQUIPMENT OPERATOR IN THE
HIGHWAY DEPARTMENT**

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

WHEREAS, a vacancy exists in the Highway Department for an Automotive Equipment Operator, and

WHEREAS, this position was duly posted, posting #10, advertised and interviews were conducted, and

WHEREAS, the recommendation of the Deputy Superintendent of Highway and the Personnel Officer has been received.

NOW, THEREFORE, BE IT RESOLVED, that effective June 11, 2007 Jarrod Hayes is hereby appointed to the position of Automotive Equipment Operator as found on Group 6, Step P of the Operational and Technical Salary Administration Schedule.

BE IT FURTHER, RESOLVED, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to Jarrod Hayes, the Highway Department, and the Personnel Officer.

The Vote

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

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

June 5, 2007

TOWN OF RIVERHEAD

Adopted

Resolution # 541

RATIFIES APPOINTMENT OF A SUPERINTENDENT OF RECREATION I

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

WHEREAS, Ray Coyne has been serving as a provisional appointment in the position of Superintendent of Recreation I, and

WHEREAS, Civil Service has established a certified list of Eligibles, list # 07-4022-052, for the position of Superintendent of Recreation I, and Ray Coyne is reachable on that list.

NOW, THEREFORE, BE IT RESOLVED, that effective May 30, 2007, the Town Board hereby removes the provisional status of Ray Coyne and appoints him to the position of Superintendent of Recreation I at no change in salary.

BE IT FURTHER, RESOLVED, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to Ray Coyne, and the Personnel Officer.

	The Vote	ABSENT
Dunleavy Yes No		Bartunek Yes No
Blass Yes No		Densieski Yes No
	Cardinale Yes No	

THE RESOLUTION X WAS WAS NOT
THEREFORE DULY ADOPTED

06/05/2007

TOWN OF RIVERHEAD

Adopted

Resolution # 542

APPOINTS A SEASONAL CLERK TO
TO THE RIVERHEAD RECREATION DEPARTMENT

COUNCILWOMAN BLASS

_____ offered the following resolution,

which was seconded by _____

COUNCILMAN DUNLEAVY

RESOLVED, that Samantha Roth is hereby appointed to serve as a Seasonal Clerk effective June 6, 2007 at the rate of \$12.00 per hour, and to serve at the pleasure of the Town Board; and

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

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

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

THE VOTE **ABSENT**

Dunleavy yes ___ no ___ Bartursk ___ yes ___ no

Blass yes ___ no ___ Densieski yes ___ no

Cardinale yes ___ no

THE RESOLUTION WAS ___ WAS NOT

THEREFORE DULY ADOPTED

¹ Rec. Doris/ Res PT rec aide skate Dillon Kix

06/05/07

Adopted

TOWN OF RIVERHEAD

AUTHORIZES DISBURSEMENT OF BUSINESS IMPROVEMENT DISTRICT REFUNDS TO CERTAIN TAXPAYERS

RESOLUTION# 543

COUNCILMAN DUNLEAVY

_____ offered the following resolution

COUNCILMAN DENSIESKI

resolution, which was seconded by _____.

WHEREAS, certain taxpayers in the Riverhead Business Improvement District have paid BID taxes for the 2006-07 tax year on properties that were residential in nature and hence exempt from BID taxes, and

WHEREAS, that refunds of BID taxes are charged to account 118.019500.547100-Taxes on Town Property,

NOW, THEREFORE, BE IT RESOLVED, that refunds of BID taxes be authorized in the total amount of \$4,011.35 to the taxpayers as indicated on the enclosed attachment; and be it further

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

THE VOTE

Dunleavy Yes No

ABSENT
Bartunek Yes No

Blass Yes No

Densieski Yes No

Cardinale Yes No

BUSINESS IMPROVEMENT DISTRICT TAX EXEMPTIONS

(Refund due for 2006-07 Tax Year)

Henry B. Ramsauer, Jr., 227 W. Main Street, Riverhead, NY (128-03-055)	\$218.12
Marion Wright, 215 East Avenue, Riverhead, NY (129-01-003.001)	\$150.11
Suzanne Raposa, 604 E. Main Street, Riverhead, NY (129-03-036)	\$245.08
Bernice Silverman, 530 E. Main Street, Riverhead, NY (129-03-034.001)	\$201.58
Miryam Restrepo, 141 Union Avenue, Riverhead, NY (129-02-038)	\$202.80
Frederick Marsland, 207 Maple Avenue, Riverhead, NY (129-02-020)	\$122.54
Morton Hochheiser, 29 E. Second Street, Riverhead, NY (128-06-039)	\$202.19
Joseph J. Zdanowicz, 622 East Main Street, Riverhead, NY (129-03-039)	\$148.27
Arlene H. Doroszka, 220 E. Main Street, Riverhead, NY (129-02-012)	\$251.21
Gary Graziano, 203 Maple Avenue, Riverhead, NY (129-02-019)	\$195.45
C. Reyes, 49 Third Street, Riverhead, NY (128-05-019)	\$208.32
Richard King, 132 Union Avenue, Riverhead, NY (129-03-008)	\$174.62
Gary & Joan Stoner, 26 McDermott Avenue, Riverhead, NY (129-04-007)	\$153.18
Mary Ann Dinizio, 44 Sunset Lane, Greenport, NY 11944 (129-04-006.001)	\$160.53
Peter J. Polakiewicz, 219 Union Avenue, Riverhead, NY (129-02-043)	\$122.54
Harold Crayton, 204 Union Avenue, Riverhead, NY (129-03-003)	\$232.83
Janet Culver, 17 E. Second Street, Riverhead, NY (128-06-035)	\$263.46
Bryan Landsberg, 328 E. Second Street, Riverhead, NY (129-03-022)	\$171.56
Judith Hettrick, 625 E. Main Street, Riverhead, NY (129-05-012)	\$213.22
Stafka Van Kurin, 157 Maple Avenue, Riverhead, NY (129-02-017)	\$196.06
Marion T. Prendergast, 213 Maple Avenue, Riverhead, NY (129-2-21)	\$177.68

June 5, 2007

Adopted

TOWN OF RIVERHEAD

RESOLUTION # 544

MEMORIALIZING RESOLUTION SUPPORTING STATE
OF NEW YORK OUTDOOR LIGHTING ACT

Councilman Densieski offered the following resolution, which was
seconded by COUNCILWOMAN BLASS :

WHEREAS, good outdoor lighting at night benefits everyone because it increases safety, enhances a county's or a municipality's night-time character, and helps provide security; and

WHEREAS, new lighting technologies have produced lights that are extremely powerful and these types of lights may be improperly installed so as to create problems of excessive glare, light trespass, and higher energy use; and

WHEREAS, excessive glare can be annoying and may cause safety problems; light trespass reduces everyone's privacy; and higher energy use results in increased costs for everyone; and

WHEREAS, there is a need for a State-wide lighting standard that recognizes the benefits of outdoor lighting and provides clear guidelines for its installation so as to help maintain and compliment Suffolk County's character, and appropriately regulated, and properly installed, outdoor lighting will contribute to the safety and welfare of the residents of Suffolk County; and

WHEREAS, such an amendment to the NEW YORK ENVIRONMENTAL CONSERVATION LAW would reduce the problems created by improperly designed and installed outdoor lighting; eliminate problems of glare; minimize light trespass; and help reduce the energy and financial costs of outdoor lighting by establishing uniform regulations which limit the area that certain kinds of outdoor-lighting fixtures can illuminate and by limiting the total allowable illumination of lots located in the County of Suffolk; and

WHEREAS, all business, residential, and community driveway, sidewalk, and property luminaries should be installed with the idea of being a "good neighbor", with attempts to keep unnecessary direct light from shining onto abutting properties or streets; and

WHEREAS, the Riverhead Town Board has shown leadership in this important quality-of-life issue by adopting Local Law No. No. 34-2002 entitled Outdoor Lighting to reduce light pollution by establishing regulations and standards for dark sky compliant exterior lighting.

NOW, THEREFORE, BE IT RESOLVED, that The Riverhead Town Board hereby supports the enactment of Assembly Bill A.7404/Senate Bill S.4474 to add a new Article 20 to the NEW YORK ENVIRONMENTAL CONSERVATION LAW for the purpose of enacting a healthy, safe, and energy-efficient outdoor light act to:

- (a) reduce harmful outdoor lighting;
- (b) set standards for outdoor lighting;
- (c) provide for the designation of dark-sky preserves;
- (d) establish cause of action for light trespass, including damages up to \$1,000.00;
- (e) provide for distribution to customers by electric corporations or municipalities providing electric service of an informational pamphlet relating to outdoor lighting;
- (f) establish dark-sky preserves; and
- (g) provide reverse preemption clause that allows Counties or municipalities to adopt provisions restricting light pollution that are as, or more stringent than, the provisions of such State law, coupled with development of model comprehensive outdoor lighting ordinance for cities, towns, and villages, to save energy, reduce unnecessary glare, and reduce unnecessary sky glow;

BE IT FURTHER RESOLVED, that the Town Clerk is hereby directed to forward copies of this resolution to; Senators Charles E. Schumer and Hillary Rodham Clinton, Congressman Tim Bishop, Governor George E. Pataki, Legislator Kenneth P. LaValle, Assemblyman Marc Alessi, Suffolk County Executive Steve Levy, Suffolk County Legislator Ed Romaine and members of the Town of Riverhead Dark Skies Advisory Committee.

THE VOTE

DUNLEAVY ✓ YES ___ NO ~~BARTUNEK~~ ^{ABSENT} ~~YES~~ ___ NO

BLASS ✓ YES ___ NO DENSIESKI ✓ YES ___ NO

CARDINALE ✓ YES ___ NO

THIS RESOLUTION ~~X~~ WAS ___ WAS NOT
THEREFORE DULY ADOPTED

June 5, 2007

TOWN OF RIVERHEAD

Adopted

RESOLUTION # 54⁵

AUTHORIZES BUDGET MODIFICATION TO THE
2007 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

COUNCILWOMAN BLASS

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

WHEREAS, the Town Board authorized publication of Public Notice with a 30-day comment period of a proposed budget modification to the 2007 Community Development Block Grant ("CDBG") program providing that \$25,000 in funds for handicapped access at Suffolk County Historical Society be used instead for the Town of Riverhead Home Improvement Project; and

WHEREAS, such Public Notice was published in the official paper and no public comments were submitted during the 30-day comment period; and

NOW, THEREFORE, BE IT RESOLVED, that the Riverhead Town Board hereby authorizes a budget modification to the 2007 CDBG program providing that \$25,000 in funds for handicapped access at Suffolk County Historical Society be used instead for the Town of Riverhead Home Improvement Project.

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

THE VOTE

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

THE RESOLUTION X WAS WAS NOT
THEREFORE DULY ADOPTED.

6/5/07

Adopted

TOWN OF RIVERHEAD

Resolution # 546

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

COUNCILMAN DUNLEAVY

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

WHEREAS, the County of Suffolk has stated that sufficient funding exists in the 2007 Suffolk County Operating Budget; and

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

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

RESOLVED that the Town Clerk is hereby directed to send notification of this resolution to the Office of the Town Attorney, the Seniors Program and the Office of Accounting.

THE VOTE

Dunleavy Yes No

~~Bartunek~~ Yes No
ABSENT

Blass Yes No

Densieski Yes No

Cardinale Yes No

County of Suffolk



Steve Levy
Suffolk County Executive

Office for the Aging
Holly S. Rhodes-Teague
Director

May 8, 2007

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

RE: IIB – Residential Repair
IFMS No. SC EXE 07000009963

Dear Supervisor Cardinale:

Enclosed are three copies of the above referenced agreement and related paperwork, that must be completed and/or signed. You may use the attached list of required items as a check off list before submitting the documentation.

Please be advised that if you are providing services without a fully executed contract, you do so at your own risk as an exercise of your independent business judgment and without any guarantee of payment. In order to avoid delay in the execution of your agreement, please return the completed documentation as soon as possible. One fully executed agreement will be forwarded to you as soon as the signature process has been completed.

If you need further information, please contact Mary-Valerie Kempinski, Contracts Examiner, at 631-853-8209.

Sincerely,

A handwritten signature in cursive script that reads "Leonor Hunter".

Leonor Hunter
Fiscal Administrator II

LH:MVK:sl
Enclosures
cc: Judy Doll

Amendment of Agreement

This is the **Second Amendment of an Agreement (Agreement)**, last dated July 22, 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 the H. Lee Dennison Building – 3rd Floor, 100 Veterans Memorial Highway, Hauppauge, New York (Mailing address: 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 Residential Repair Program for the Elderly from December 31, 2006 through December 31, 2007 (the period January 1, 2007 through December 31, 2007 being hereinafter called the "2007 Budget Period"), as set forth herein. Sufficient funding exists in the 2007 Suffolk County Operating Budget.

- Term of Agreement:** Shall be January 1, 2005 through December 31, 2007.
- Service Levels:** 1,800 Units of Residential Repair Service
420 Elderly Served, Unduplicated
- Total Cost of Agreement:** Shall not exceed \$ 82,287 (with \$27,646 for the 2007 Budget Period).
- Terms and Conditions:** Shall be as set forth in Exhibits A-2007, C-2007 and the "Legislative Requirements Exhibit, revised 1/4/07", attached.

In Witness Whereof, the parties hereto have executed this Second 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
Approved as to Form, Legality:
Town of Riverhead

Date: _____
Approved:

By: _____ Date
Dawn Thomas
Town Attorney

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

Approved as to Form, Legality:
Christine Malafi
Suffolk County Attorney

Recommended:
By: _____ Date
Regina DeTuro
Administrator I

By: _____ Date
Samantha N. McEachin
Assistant County Attorney

June 5, 2007

Adopted

TOWN OF RIVERHEAD

RESOLUTION # 547

AUTHORIZES THE SUPERVISOR TO EXECUTE A GRANT AGREEMENT WITH SUFFOLK COUNTY FOR FUNDS TO SUPPORT THE TOWN OF RIVERHEAD PECONIC ESTUARY PROGRAM PROJECT

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

WHEREAS, grant funding is available from Suffolk County ("County") to provide funds for the Town of Riverhead Peconic Estuary Program Project; and

WHEREAS, the Town of Riverhead Community Development Department ("CDD") has applied for and received an award of County grant funds for the Peconic Estuary Program Project in the amount of \$4,000 to fund the design, production and installation of two educational signs at the site of the rock ramp located at the south spillway in Grangebél Park (see attached contract); and

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

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

THE VOTE

Dunleavy Yes No, Bartunek Yes No (ABSENT), Blass Yes No, Densieski Yes No, Cardinale Yes No

THE RESOLUTION WAS WAS NOT THEREFORE DULY ADOPTED.

COUNTY OF SUFFOLK



STEVE LEVY
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF HEALTH SERVICES

DAVID G. GRAHAM, M.D., M.P.H.
Acting Commissioner

April 5, 2007

Attn: Andrea Lohneiss
Town of Riverhead
200 Howell Avenue
Riverhead, NY 11901

Re: Peconic Estuary Program Agreement
HSV # 001-4405-4560-00-00035
Term: 4/1/07-12/31/08

Dear Provider:

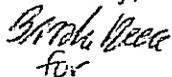
Enclosed please find four (4) original copies of the above referenced agreement with the Suffolk County Department of Health Services. Please **do not alter or make changes to these Agreements**. All four (4) signed **originals** and the required supporting documentation are to be returned as soon as possible to my attention at the address listed below.

For your convenience, the following is a compliance checklist:

- Page 1 – All four copies must be signed and dated with original signature. Photocopies are not acceptable. Please enter your tax identification number or SS# under your signature area.
- Please include updated copies of **Insurance** for Commercial General Liability, Marine Protection and Indemnity Liability, Professional Liability, Automobile Liability, and Workers' Compensation, and return with the Agreements (*as required in the paragraph entitled "Insurance" within your agreement*). Please note that certificates of insurance alone are not acceptable; Declaration Pages are **required** to be submitted.
- DOL-LO1 Forms must be filled out.
- Notarized Public Disclosure Statement. Photocopies are not acceptable. Each signature must be original and notarized.

When this agreement is fully executed, a signed copy will be sent to you for your records. If you have any questions, please do not hesitate to call me at (631) 853-3161.

Cordially,


for

Chris Caci
Senior Contracts Unit

Peconic Estuary Program Agreement

This Agreement (Agreement) is between the County of Suffolk (County), a municipal corporation of the State of New York, acting through its duly constituted Department of Health Services (Department), located at 225 Rabro Drive East, Hauppauge, NY 11788-4290, as contract coordinator for the Peconic Estuary Program and Town of Riverhead, (Contractor), a municipality having a principal mailing address of 200 Howell Avenue, Riverhead, New York 11901-2596.

The parties hereto desire to make available to the County Environmental Education Services of the Contractor (Services) for the Department's Division of Environmental Quality, as further described in Exhibit D of this Agreement.

Term of Agreement: April 01, 2007 through March 31, 2008.

Total Cost of Agreement: Shall be as set forth in Exhibit E of this Agreement.

Terms and Conditions: Shall be as set forth in Exhibits A through G, attached and incorporated herein.

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

Town of Riverhead

County of Suffolk

By: _____
Name
Title

By: _____
Paul Sabatino II
Chief Deputy County Executive

Federal ID. No. 11-6001935

Date: _____

Date: _____

Approved: Department of Health Services

Approved as to Legality;
Christine Malafi, Suffolk County Attorney

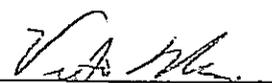
By: _____
Margaret B. Bermel, M.B.A.
Director of Health Administrative Services

By: _____
Cynthia Kay Parry
Assistant County Attorney

Date: _____

Date: _____

Recommended: Division of Environmental Quality

By:  _____
Vito Minei
Director

Date: 3/15/07

List of Exhibits

Exhibit A

General Terms and Conditions

1. Contractor Responsibilities
2. Term and Termination
3. Insurance
4. Indemnification
5. Confidentiality
6. Assignment and Subcontracting
7. Conflicts of Interest
8. Environmental Tobacco Smoke Certification
9. No Intended Third Party Beneficiaries
10. Independent Contractor
11. Nondiscrimination in Services
12. Certification as to Relationships
13. Nondiscrimination Related to Persons with Aids or HIV-Related Medical Conditions
14. Publications and Publicity
15. Patents and Copyrights
16. Cooperation on Claims
17. No Implied Waiver
18. Set-off Rights
19. Audit and Records Retention
20. Professional and Skillful Manner
21. Severability
22. Governing Law
23. Merger; No Oral Changes

Exhibit B

Suffolk County Legislative Requirements

Exhibit C

Notices and Contact Persons

Exhibit D

Description of Services

Exhibit E

Payment Terms and Conditions

Exhibit F

Environmental Agreement Terms and Conditions

Exhibit G

Peconic Estuary Program (PEP) Agreement Terms and Conditions

Exhibit A
General Terms and Conditions

Whereas, the Department desires to contract with a consultant who can provide Environmental Educational Services (Services) for the Peconic Estuary; and

Whereas, in accordance with Suffolk County Legislative Resolution 349-1994, entitled "Establishing Policies and Procedures Governing the County's Procurement of Consultant Services", the Department has solicited written quotes from at least three consultants with such specialized expertise; and

Whereas, the Department has selected the Contractor to provide such services;

Now, Therefore, in consideration of the mutual covenants contained herein and other valuable consideration, the parties agree as follows:

1. Contractor Responsibilities

- a. The Contractor shall provide Services, as more particularly described in Exhibit D, entitled "Description of Services."
- b. The Contractor shall perform such professional services as may be necessary to accomplish the work required to be performed under and in accordance with this Agreement. The Contractor specifically represents and warrants that it has and shall possess, and that its employees, agents and subcontractors have and shall possess, the required education, knowledge and experience, if any, necessary to qualify them individually for the particular duties they perform.
- c. The Contractor shall immediately notify the Department in writing of any disciplinary proceedings against the holder of any License by the New York State Department of Education or the New York State Department of Health or other issuer of a License. In the event that the Contractor or such other holder of a License is no longer licensed for any one or more of the Contract Services, the Contractor must immediately so notify the Department.

2. Term and Termination

a. Term

This Agreement shall cover the period set forth on page one of this Agreement, unless sooner terminated as provided below. Upon receipt of a Termination Notice, as that term is defined below, pursuant to the following paragraphs, the Contractor shall promptly discontinue all Services affected, unless otherwise directed by the Termination Notice.

b. Termination for Cause

This Agreement may be terminated in whole or in part in writing by the County in the event of failure by Contractor to fulfill any of the terms and conditions under this Agreement; provided that no such termination shall be effective unless Contractor is given five (5) calendar days' written notice of intent to terminate ("Notice of Intent to Terminate"), delivered personally or by certified mail, return receipt requested. During such five (5) day period, Contractor will be given an opportunity for consultation with the County and an opportunity to cure all failures of its obligations prior to termination. Prior to issuance of a written termination notice ("Termination Notice") by the County, Contractor shall be given an additional five (5) days to cure all failures to fulfill its obligations under this Agreement. In the event that the Contractor has not cured all its failures to fulfill its obligations to the satisfaction of the County by the end of the combined ten (10) day period, the County will issue a Termination Notice, effective immediately.

c. Termination for Convenience

- i. The County shall have the right to terminate this Agreement at any time and for any reason deemed to be in its best interest, provided that no such termination shall be effective unless the Contractor is given thirty (30) calendar days' written notice of termination.
- ii. Upon giving of a notice pursuant to the foregoing sub-paragraph, the Contractor shall promptly discontinue all services affected unless otherwise directed by the notice of termination.

iii. In such event of termination, the County shall pay the Contractor for the services rendered through the date of termination.

d. **Termination for Failure to Maintain Insurance Coverage**

Notwithstanding any other provision, a failure on the part of the Contractor to maintain County-mandated insurance coverage shall result in termination of this Agreement without the necessity for any action on the part of the County.

e. **Equitable Adjustment upon Termination**

Upon termination, an equitable adjustment of the fee shall be made, which shall not include any profit for services or other work not performed. The Contractor acknowledges and agrees that it shall not be entitled to nor shall it make a claim for lost profits or loss of anticipated earnings due to termination.

3. **Insurance**

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

i. **Commercial General Liability** insurance, including contractual liability coverage, in an amount not less than Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury and Two Million Dollars (\$2,000,000.00) per occurrence for property damage.

ii. **Marine Protection and Indemnity Liability Insurance**, (if any marine vessel(s) or other similar equipment are used in the performance of this Agreement) in an amount not less than Two Million Dollars (\$2,000,000.00) combined single limit for bodily injury and property damage per occurrence.

iii. **Automobile Liability** insurance (if any vehicles are used by the Contractor in the performance of this Agreement) in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) per person, per accident, for bodily injury and not less than One Hundred Thousand (\$100,000.00) for property damage per occurrence.

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

v. **Professional Liability** insurance in an amount not less than Two Million Dollars (\$2,000,000.00) on either a per occurrence or claims-made coverage basis.

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

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

- d. All such Declaration Pages, certificates and other evidence of insurance shall provide for the County of Suffolk to be notified in writing thirty (30) days prior to any cancellation, nonrenewal or material change in said policies. Such Declaration Pages, certificates, policies and other evidence of insurance and notices shall be mailed to the Department at its address set forth in the Exhibit entitled "Notices and Contact Persons" or at such other address of which the County shall have given the Contractor notice in writing.
- e. In the event Contractor shall fail to provide the Declaration Pages or certificates of insurance or to maintain any insurance required by this Agreement, the County may, but shall not be required to, obtain such policies and deduct the cost thereof from payments due Contractor under this Agreement or any other agreement between the County and Contractor.
- f. If the Contractor is a town or other municipal corporation and has a self-insurance program under which it acts as a self-insurer for any of such required coverage, it may provide self-funded coverage and certificates or other evidence of such self-insurance in lieu of insurance issued by insurance companies.

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. Confidentiality

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

6. Assignment and Subcontracting

- a. The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this Agreement, or any of its right, title or interest therein, or its power to execute the Agreement, or assign all or any portion of the monies that may be due or become due hereunder, to any other person or corporation, without the prior consent in writing of the County, and any attempt to do any of the foregoing without such consent shall be of no effect.
- b. The Contractor shall not enter into subcontracts for any of the work contemplated under this Agreement without obtaining prior written approval of the Department. Such subcontracts shall be subject to all of the provisions of this Agreement and to such other conditions and provisions as the Department may deem necessary, provided, however, that notwithstanding the foregoing, unless otherwise provided in this Agreement, such prior written approval shall not be required for the purchase of articles, supplies, equipment and services which are incidental to, but necessary for, the performance of the work required under this Agreement. No approval by the Department of any subcontract shall provide for the incurrence of any obligation by the County in addition to the total agreed upon price. The Contractor shall be responsible for the performance of any subcontractor for the delivery of service.

7. 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 may not simultaneously represent other clients in matters or proceedings adverse to the County or its agencies without the prior written approval of the County. The representation of any individual in a dispute concerning the legal relationship between the individual and the County or its agencies would also create a conflict that will require disqualification.
- c. 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 conflict exists or may potentially exist shall ultimately be made by the County Attorney after full disclosure is obtained.

8. Environmental Tobacco Smoke Certification

By signing this Agreement, the Contractor certifies, pursuant to Public Law 103-227, also known as the Pro-Children Act of 1994 (the "Act"; 20 U.S.C. Section 6081 et seq.), that it will comply with the requirements of the Act and New York State Public Health law Section 1399-o, governing smoking in public places and facilities.

9. No Intended Third Party Beneficiaries

This Agreement is entered into solely for the benefit of County and Contractor. No third party shall be deemed a beneficiary of this Agreement, and no third party shall have the right to make any claim or assert any right under this Agreement.

10. Independent Contractor

It is expressly agreed that the Contractor status hereunder is that of an independent contractor. Neither the Contractor nor any person hired by the Contractor shall be considered employees of the County for any purpose.

11. Non-discrimination in Services

During the performance of this Agreement:

- a. The Contractor shall not, on the grounds of race, creed, color, national origin, sex, age, disability, sexual orientation, military status or marital status:
 - i. deny any individual any services or other benefits provided pursuant to this Agreement; or
 - ii. provide any services or other benefits to an individual that are different, or are provided in a different manner, from those provided to others pursuant to this Agreement; or
 - iii. subject an individual to segregation or separate treatment in any matter related to the individual's receipt of any service(s) or other benefits provided pursuant to this Agreement; or
 - iv. restrict an individual in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any services or other benefits provided pursuant to this Agreement; or
 - v. treat an individual differently from others in determining whether or not the individual satisfies any eligibility or other requirements or condition which individuals must meet in order to receive any aid, care, service(s) or other benefits provided pursuant to this Agreement.
- b. The Contractor shall not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, creed, color, national origin, sex, age, disability, sexual orientation, military status or marital status, or have the effect of defeating or substantially impairing accomplishment of the objectives of this Agreement in respect to individuals of a particular race, creed, color, national origin, sex, age, disability, sexual orientation, military status or marital status, in determining:
 - i. the types of service(s) or other benefits to be provided, or

- ii. the class of individuals to whom, or the situations in which, such service(s) or other benefits will be provided; or
- iii. the class of individuals to be afforded an opportunity to receive services.

12. Certification as to Relationship

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.

13. Non-discrimination Related to Persons with Aids or HIV-Related Medical Conditions

The Contractor shall not discriminate in the admission, care, treatment, employment, and confidentiality of persons with AIDS or HIV-related medical conditions. If the Contractor is found to have discriminated or to have breached the confidentiality of AIDS-related medical records, he/she/it will be required to implement remedial plans, including staff education, to prevent future incidents. The County will terminate this Agreement in cases of repeated violations or refusals to comply.

14. Publications and Publicity

- a. The Contractor shall not issue or publish any book, article, report or other publication related to the Services provided pursuant to this Agreement without first obtaining written prior approval from the County. Any such printed matter or other publication shall contain the following statement in clear and legible print:
"This publication is fully or partially funded by the Suffolk County Executive's Office."
- b. If National Estuary Program funds are being used for this Agreement, then the statement shall also acknowledge using United States Environmental Protection Agency, National Estuary Program Funds.
- c. The Department shall have the right of prior approval of press releases and any other information provided to the media, in any form, concerning the Services provided pursuant to this Agreement.

15. Patents and Copyrights

a. Patents

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

b. Copyrights

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

16. Cooperation on Claims

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

17. No Implied Waiver

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

18. Set-Off Rights

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

19. Severability

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

23. Audit and Records Retention

The Contractor shall maintain full and complete books and records of accounts in accordance with generally accepted accounting practices. Such books and records and all other information relating to this Agreement shall be retained for a period of seven (7) years after the last payment under this Agreement and shall be available for audit and inspection by the County Comptroller or his duly designated representative pursuant to Article V of the Suffolk County Charter and by the State and Federal authorized personnel and representatives as may be required or permitted by Federal and State laws, regulations and guidelines. Such access is granted notwithstanding any exemption from disclosure that may be claimed for those records which are subject to nondisclosure agreements, trade secrets and commercial information or financial information that is privileged or confidential.

24. Professional and Skillful Manner

All activities performed hereunder shall be conducted in a competent, professional and skillful manner.

25. 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.

26. Merger; No Oral Changes

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

End of Text for Exhibit A

Exhibit B
Suffolk County Legislative Requirements

1. 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"

2. 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"

3. 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"

4. Lawful Hiring of Employees Law

This Agreement is subject to the Lawful Hiring of Employees Law of the County of Suffolk (Local Law 52-2006). It provides that all covered employers, (as defined), and the owners thereof, as the case may be, that are recipients of compensation from the County through any grant, loan, subsidy, funding, appropriation, payment, tax incentive, contract, subcontract, license agreement, lease or other financial compensation agreement issued by the County or an awarding agency, where such compensation is one hundred percent (100%) funded by the County, shall submit a completed sworn affidavit (under penalty of perjury), the form of which is attached, certifying that they have complied, in good faith, with the requirements of Title 8 of the United States Code Section 1324a with respect to the hiring of covered employees (as defined) and with respect to the alien and nationality status of the owners thereof. The affidavit shall be executed by an authorized representative of the covered employer or owner, as the case may be; shall be part of any executed contract, subcontract, license agreement, lease or other financial compensation agreement with the County; and shall be made available to the public upon request.

All contractors and subcontractors (as defined) of covered employers, and the owners thereof, as the case may be, that are assigned to perform work in connection with a County contract, subcontract, license agreement, lease or other financial compensation agreement issued by the County or awarding agency, where such compensation is one hundred percent (100%) funded by the County, shall submit to the covered employer a completed sworn affidavit (under penalty of perjury), the form of which is attached, certifying that they have complied, in good faith, with the requirements of Title 8 of the United States Code Section 1324a with respect to the hiring of covered employees and with respect to the alien and nationality status of the owners thereof, as the case may be. The affidavit shall be executed by an authorized representative of the contractor, subcontractor, or owner, as the case may be; shall be part of any executed contract, subcontract, license agreement, lease or other financial compensation agreement between the covered employer and the County; and shall be made available to the public upon request.

An updated affidavit shall be submitted by each such employer, owner, contractor and subcontractor no later than January 1 of each year for the duration of any contract and upon the renewal or amendment of the contract, and whenever a new contractor or subcontractor is hired under the terms of the contract.

The Contractor acknowledges that such filings are a material, contractual and statutory duty and that the failure to file any such statement shall constitute a material breach of this agreement.

Under the provisions of the Lawful Hiring of Employees Law, the County shall have the authority to terminate this Agreement for violations of this Law and to seek other remedies available under the law.

The Contractor represents and warrants that it has read, is in compliance with, and shall comply with the requirements of Suffolk County Code Chapter 234, Suffolk County Local Law No. 52-2006, the Lawful Hiring of Employees Law.

Required Forms: Suffolk County Lawful Hiring of Employees Law Form LHE-1; entitled "Suffolk County Department of Labor –"Notice Of Application To Certify Compliance With Federal Law (8 U.S.C. SECTION 1324a) With Respect To Lawful Hiring of Employees"

"Affidavit Of Compliance With The Requirements Of 8 U.S.C. Section 1324a With Respect To Lawful Hiring Of Employees" Form LHE-2

5. 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).

6. 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.

7. 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

8. 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."

9. 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.

10. 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 for Exhibit B

Exhibit C
Notices and Contact Persons

1. 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 Regular or Certified Mail in Postpaid Envelope or by
Courier Service or by Fax or by E-Mail**

Suffolk County Department of Health Services
225 Rabro Drive East
Hauppauge, New York 11788-4290
Attn. Vito Minei, Division of Environmental Quality

and

For the Contractor:

**By Regular or Certified Mail in Postpaid Envelope or by
Courier Service or by Fax or by E-Mail**

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.

2. 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 County:

**By Regular or Certified Mail in Postpaid Envelope or by
Courier Service or by Fax or by E-Mail**

Suffolk County Department of Health Services
225 Rabro Drive East
Hauppauge, New York 11788-4290
Att. Contracts Unit

For the Contractor:

**By Regular or Certified Mail in Postpaid Envelope or by
Courier Service or by Fax or by E-Mail**

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.

3. Notices Relating to Termination or Litigation

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 deliver to the County Attorney, at the address set forth below, copies of all papers filed by or against the Contractor.

Any communication or notice regarding 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 Regular or Certified Mail in Postpaid Envelope or by
Nationally Recognized Courier Service**

Suffolk County Department of Health Services
225 Rabro Drive East
Hauppauge, New York 11788-4290
Att. Commissioner, Department of Health Services

and

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

And

For Contractor:

**By Regular 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.

4. Notices sent shall be deemed delivered on the date they are mailed or deposited with a nationally recognized overnight courier service.
5. 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).

End of Text for Exhibit C

Exhibit D
Description of Services

1. Environmental Education Services

- a. The Contractor shall design, produce and install two (2) environmental educational signs at the site of the permanent rock ramp located in the south spillway in Grangebeil Park. The said signs shall inform the public of the purpose of the rapids in the river to inspire good stewardship and discourage any tampering of the fish way. The signs shall also provide the locations for observation of the rapids, as well as provide information on how the public can locate additional information about the Peconic Estuary Program in general.
- b. The Contractor shall submit the design and layout of the signs to the Peconic Estuary Program Office for final approval before they are produced and installed. The Peconic Estuary Program Office shall have the final say on these matters.

End of Text for Exhibit D

Exhibit E
Payment Terms and Conditions

1. **Total Cost of Agreement**
 - a. In consideration of the Contractor's faithfully complying with all of the covenants set forth in this Agreement, the County shall pay the Contractor in accordance with this Exhibit E.
 - b. The Contractor agrees that it shall be entitled to no more than the Total Cost of Agreement as set forth on page one of this Agreement and as described below, for the completion of all work, labor and services contemplated in this Agreement, and in full reimbursement of all travel and other expenses of every nature and kind whatsoever, notwithstanding the total amount of time expended or expenses actually incurred.
 - c. The Contractor may reallocate funds among tasks as more clearly defined in Exhibit F of this Agreement.
2. **Exclusive of Taxes**

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

The Contractor shall prepare and present a claim form supplied by the County and approved for payment by the County. The claim form shall be accompanied by a certified and itemized statement as to the work performed and/or materials used, and charged in accordance with this Agreement to reflect all charges due thereon. Payment by the County shall be made within thirty (30) days after approval by the Comptroller of the County of Suffolk.
4. **Withholding of Payment**

The County shall withhold from each claim for payment fifteen percent (15%) of the approved amount of the claim until such time as the reports, maps, or other products described in Exhibit D for the task or tasks to which the claim relates have been approved in writing by the Department. The Contractor agrees to indicate, according to task, the amount to be withheld and to subtract the total amount to be withheld from the total amount of each claim. After the Department has given approval in writing of the required materials of a particular task, the Contractor shall submit a claim for payment, indicating the amount that was withheld for that task.
5. **Agreement Subject to Appropriation of Funds**

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

The acceptance by the Contractor of full payment of all billings made on the final approved claim form under this Agreement shall operate as and shall be a release to the County from all claims and liability to the Contractor, its successors, legal representatives and assigns, for anything done or furnished under and by the provisions of this Agreement.
7. **Payment Terms**

The County shall pay the Contractor \$4,000.00 for Services provided as set forth in Exhibit D of this Agreement.

End of Text for Exhibit E

Exhibit F
Environmental Agreement Terms and Conditions

1. Changes in Plan, Service or Report

- a. The Contractor shall submit a progress report with each claim. Such progress report will confirm completion and satisfaction of each task versus the amounts charged to date as a percentage of total Agreement amount, together with the Contractor's recommendations for future time and activity to be devoted to remaining tasks. The County shall have the right to redirect the Contractor's time and activities on the Study at any time during the term of this Agreement to accomplish said goals and purposes as conceived by the County at any time during the period of this Agreement. The County shall have the absolute right to amend or abandon the Study or to change its general basis at any time, and such action on its part shall in no event be deemed a breach of contract.
- b. The County and the Contractor recognize that the estimates of costs by tasks in Exhibit D of this Agreement may require modification. Therefore, the Contractor may reallocate funds among tasks to accomplish the goals of the Study, without approval, up to but not exceeding fifteen percent (15%) of any line item or in excess of fifteen percent (15%) upon the written request of the Contractor and with the written approval of the Department; provided that the total cost after modifications does not exceed the Total Cost of Agreement on the cover page of this Agreement or of any amendment thereto in writing signed by the parties.

2. Availability of Technical Data

All technical data in regard to the Study, whether existing in the office(s) of the Department or in the office of the Contractor, shall be made available to the other party to this Agreement without expense to such other party, as the case may be.

3. Delivery of All Survey Notes, Computations, Documents, Etc.

At the time of completion of the work, the Contractor shall, if requested, deliver to the Department all survey notes, computations, maps, tracings, and all other documents, data models and products pertaining to the Study, which material at all times shall be the property of the County and/or the Agency as identified in Exhibit G, as the case may be. In the event that this Agreement is terminated for any reason, then within ten (10) days after such termination, the Contractor shall deliver to the Department all the data and material described herein above. All original tracings of maps and other data furnished to the Department by the Contractor shall bear thereon the certification and signature of the Contractor.

End of Text for Exhibit F

Exhibit G
Peconic Estuary Program (PEP) Agreement Terms and Conditions

- 1. Cooperation with Federal Government**
The parties acknowledge that this contract is being funded, at least in part, with United States Environmental Protection Agency (USEPA) grant funds. Upon request, the Contractor agrees to cooperate with USEPA or other federal government agencies to the best of the Contractor's ability.
- 2. Property**
The County and USEPA retain the right to claim all property procured by the Contractor using federal grant funds under this Agreement. The Contractor will promptly turn over any property so claimed. Said right of claim will survive the termination or expiration of this Agreement.
- 3. Compliance with Peconic Estuary Program Data Management Strategy**
All data provided in the Study must comply with the Peconic Estuary Program Data Management Strategy (December 12, 1993).
- 4. Quality Assurance/Quality Control**
The Contractor shall comply with all of USEPA's Quality Assurance/Quality Control requirements and shall provide an approvable Quality Assurance Plan prior to commencing efforts.
- 5. Disadvantaged Business Enterprises and Small Businesses in Rural Areas, Minority Business Enterprise and Women's Business Enterprise**
The Contractor shall strive to meet the USEPA's Disadvantaged Business Enterprise, Small Businesses in Rural Areas, Minority Business Enterprise, and Women's Business Enterprise fair share goals and shall comply with the USEPA reporting requirements, as needed.
- 6. Management Committee Approval**
The work and/or services performed under this Agreement are subject to the continuing approval and guidelines of the Peconic Estuary Program Management Committee.
- 7. Disclaimer**
The following disclaimer must accompany all work products disseminated since they were not developed by USEPA and may not represent USEPA priorities:
"Although the information in this document has been funded wholly or in part by the United States Environmental Protection Agency under assistance agreement (Number) to Suffolk County, it may not necessarily reflect the views of the Agency and no official endorsement should be inferred."
- 8. USEPA Funding**
 - a.** Unless otherwise provided in this Agreement, certain payments under this Agreement are subject to and contingent upon continued funding by the USEPA. If, for any reason, the full amount of such funding is not made available to the County, this Agreement may be terminated in whole or in part or the amount payable to the Contractor may be reduced, at the discretion of 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 grant award funds are available to the County for such payment of such costs.
 - b.** To the extent that USEPA reimbursement to the County shall be denied as a result of late submission of claims to the County, the Contractor shall repay to the County all monies disbursed to the Contractor. In addition, if the final claim from the Contractor, or any supplementary claim, is submitted to the County by the Contractor later than fifty (50) days after the end of the Budget Period, the County may, at its sole discretion, refuse to pay that claim.
- 9. USEPA Applicable Terms, Conditions or Restrictions**
The Contractor agrees to comply with any other applicable terms, conditions or restrictions contained in the grant agreement under which the County of Suffolk received funding for the subject Agreement from the United States Environmental Protection Agency.

End of Text for Exhibit G

**NOTICE OF APPLICABILITY
OF LIVING WAGE LAW**

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

To Be Completed By The Living Wage Unit

DATE: February 1, 2007

TO: Michelle Rosen, SCDHS

FROM: Brenda Rosenberg, Director of Living Wage Compliance Unit

TELEPHONE #: 853-2063

VENDOR #: 11-6001935

REFERENCE#: 001-4405-4560-00-00035

You are hereby notified that the response from Town of Riverhead has been evaluated by the *Living Wage* Unit of the Suffolk County Department of Labor.

We find:

 X The documents submitted with this contract / proposal are complete and conform to the requirements of the *Living Wage* Law (Local Law #12-2001). The Awarding Agency may proceed with the normal and customary procedure for administering contracts.

 The documents submitted with this contract / proposal are not complete, or do not conform to the requirements of the *Living Wage* Law (Local Law #12-2001).

Employers who fail to submit documents or information required to demonstrate compliance with the Law shall be deemed non-responsive and subject to disqualification.

If the employer is presently under contract, the contractor shall be deemed non-compliant and the appeals process shall be made available to said employer (Chapter 347-5 A & B).

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: **Suffolk County Department of Health Services**
Address: **225 Rabro Drive East, Hauppauge, New York 11788**

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.

If you answered yes to either part 5.a or 5.b, you must complete parts 6 through 9.

In any event you must complete items 10 and 13.

6. Table of Organization. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, names and addresses of all partners, and names and addresses of all corporate officers. Conspicuously identify any person in this table of organization who is also an officer or an employee of Suffolk County. (Attach additional sheet if necessary).

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

8. Does contractor/vendor derive 50% or more of its total revenues from its contractual or vendor relationship with Suffolk County? _____ Yes _____ No.

9. If you answered **yes** to 8 above, you must submit with this disclosure statement, a complete financial statement listing all assets and liabilities as well as a profit and loss statement. These statements must be certified by a Certified Public Accountant. (Strike this out if not applicable.)

10. The undersigned shall include this Contractor's/Vendor's Public Disclosure Statement with the contract. (Describe general nature of the contract.) _____

11. **Remedies.** The failure to file a verified public disclosure statement as required under local law shall constitute a material breach of contract. Suffolk County may resort, use or employ any remedies contained in Article II of the Uniform Commercial Code of the State of New York. In addition to all legal remedies, Suffolk County shall be entitled, upon a determination that a breach has occurred, to damages equal to fifteen percent (15%) of the amount of the contract.

12. If you are one of the entities listed below at a) through c) or you qualify under d) below, you are exempt from completing paragraphs numbered 1 through 11 herein:
- a) Hospital
 - b) Educational or governmental entities
 - c) Not-for-profit corporations
 - d) Contracts providing for foster care, family day-care providers or child protective services

Please check to the left side of the appropriate exemption.

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

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

UNIFORM CERTIFICATE OF ACKNOWLEDGMENT
(Within New York State)

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

On the ____ day of _____ in the year 2007 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)

UNIFORM CERTIFICATE OF ACKNOWLEDGMENT
(Without New York State)

STATE OF _____)
 COUNTY OF _____) ss.:

On the ____ day of _____ in the year 2007 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

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 pre-recognition labor disputes through the adoption of non-confrontational procedures for the resolution of pre-recognition 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 non-disruptive 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 non-confrontational 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, non-intimidation 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

TOWN OF RIVERHEAD

Adopted

Resolution #548

ADOPTS A LOCAL LAW ENTITLED, "LOCAL LAW TO CHANGE THE TERM OF OFFICE OF THE TOWN SUPERVISOR FROM 2 YEARS TO 4 YEARS"

COUNCILWOMAN BLASS

offered the following resolution,

which was seconded by COUNCILMAN DUNLEAVY :

WHEREAS, the Town Clerk was authorized to publish and post a public notice to hear all interested persons to consider a local law entitled, "Local Law to Change the Term of Office of the Town Supervisor from 2 Years to 4 Years"; and

WHEREAS, a public hearing was held on the 16th day of May, 2006 at 7:05 o'clock p.m. at Town Hall, 200 Howell Avenue, Riverhead, New York, the date, time and place specified in said public notice, and all persons wishing to be heard were heard.

NOW THEREFORE BE IT RESOLVED, that a local law entitled, "Local Law to Change the Term of Office of the Town Supervisor from 2 Years to 4 Years" 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 Suffolk County Board of Elections and to please send notification to the Office of the Supervisor and the Office of the Town Attorney.

THE VOTE

Dunleavy yes no Bartunek ^{ABSENT} yes no

Blass yes no Densieski yes no

Cardinale yes no

THE RESOLUTION WAS WAS NOT
THEREFORE DULY ADOPTED

**TOWN OF RIVERHEAD
PUBLIC NOTICE**

PLEASE TAKE NOTICE, that the Town Board of the Town of Riverhead adopted a local law entitled, "Local Law to Change the Term of Office of the Town Supervisor from 2 Years to 4 Years" at its regular meeting held on June 5, 2007. **Be it enacted** by the Town Board of the Town of Riverhead as follows:

- Section 1. The term of office of the Town Supervisor shall be 4 years.
- Section 2. This local law shall supersede section Twenty-Four of the Town Law, insofar as it is inconsistent with such section.
- Section 3. A proposition for the approval of this local law shall be submitted to the electors of the Town of Riverhead at the general election to be held in November, Two Thousand and Seven, and this local law shall become operative only if approved by the affirmative vote of a majority of the qualified electors voting upon such proposition.
- Section 4. If this local law is approved by the affirmative vote of a majority of the qualified electors of the Town voting thereon at said general election. This local law shall become and be effective immediately.

Copies of said proposed local law are available at the Office of the Town Clerk to any interested persons during regular business hours.

Dated: Riverhead, New York
June 5, 2007

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

BARBARA GRATTAN, Town Clerk

SAMPLE LOCAL LAW

Town of Riverhead

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

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

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

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

Section 3. MANDATORY REFERENDUM: This local law is adopted subject to a mandatory referendum and shall be submitted for approval of the qualified voters of the Town of Riverhead at the biennial town election to be held November 6, 2007. A proposition in the following form shall be included on the ballot at such biennial town election, and the increased term of office shall not take effect unless such proposition is approved by a majority vote of the qualified voters voting thereon:

“Shall Local Law No. _____ of the year 2007, entitled a Local Law Increasing the Term of Office of Town Supervisor from Two to Four Years be approved?”

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

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

TOWN OF RIVERHEAD

Adopted

Resolution #549

ADOPTS A LOCAL LAW ENTITLED, "LOCAL LAW TO CHANGE THE TERM OF OFFICE OF THE TOWN CLERK FROM 2 YEARS TO 4 YEARS"

COUNCILMAN DUNLEAVY offered the following resolution,

which 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 entitled, "Local Law to Change the Term of Office of the Town Clerk from 2 Years to 4 Years"; and

WHEREAS, a public hearing was held on the 16th day of May, 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 entitled, "Local Law to Change the Term of Office of the Town Clerk from 2 Years to 4 Years" 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 Suffolk County Board of Elections and to please send notification to the Office of the Supervisor and the Office of the Town Attorney.

THE VOTE

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

THE RESOLUTION WAS WAS NOT THEREFORE DULY ADOPTED

**TOWN OF RIVERHEAD
PUBLIC NOTICE**

PLEASE TAKE NOTICE, that the Town Board of the Town of Riverhead adopted a local law entitled, "Local Law to Change the Term of Office of the Town Clerk from 2 Years to 4 Years" at its regular meeting held on June 5, 2007. **Be it enacted** by the Town Board of the Town of Riverhead as follows:

- Section 1. The term of office of the Town Clerk shall be 4 years.
- Section 2. This local law shall supersede section Twenty-Four of the Town Law, insofar as it is inconsistent with such section.
- Section 3. A proposition for the approval of this local law shall be submitted to the electors of the Town of Riverhead at the general election to be held in November, two thousand and seven, and this local law shall become operative only if approved by the affirmative vote of a majority of the qualified electors voting upon such proposition.
- Section 4. If this local law is approved by the affirmative vote of a majority of the qualified electors of the Town voting thereon at said general election. This local law shall become and be effective immediately.

Copies of said proposed local law are available at the Office of the Town Clerk to any interested persons during regular business hours.

Dated: Riverhead, New York
June 5, 2007

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

BARBARA GRATTAN, Town Clerk

SAMPLE LOCAL LAW

Town of Riverhead

Local Law No. the year 2007.

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

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

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

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

Section 3. MANDATORY REFERENDUM: This local law is adopted subject to a mandatory referendum and shall for approval of the qualified voters of the Town of Riverhead at the biennial town election to be held November 6, 2007. A proposition in the following form shall be included on the ballot at such biennial town election, and the increased term of office shall not take effect unless such proposition is approved by a majority vote of the qualified voters voting thereon:

“Shall Local Law No. _____ of the year 2007, entitled a Local Law Increasing the Term of Office of Town Clerk from Two to Four Years be approved?”

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

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

June 5, 2007

Adopted

TOWN OF RIVERHEAD

Resolution # 550

RATIFIES THE SUBMISSION OF A BUNY GRANT APPLICATION

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

WHEREAS, a Buckle Up New York grant, from the Governor's Traffic Safety Committee, exists to reimburse the Riverhead Police Department for funds utilized to participate in statewide buckle-up enforcement campaigns held between October 2007 to September 2008; and

WHEREAS, the objective of this grant is to increase driver and occupant safety by raising the seatbelt compliance rate; and

WHEREAS, Chief David J. Hegermiller has requested authorization from the Town Board to act as the main contact person and submit the grant application on behalf of the Town and the Riverhead Police Department.

NOW, THEREFORE BE IT RESOLVED, that the Town Board hereby designates Chief David J. Hegermiller as the contact person for the grant and ratifies the submission of the grant application to the Governor's Traffic Safety Committee.

BE IT FURTHER RESOLVED, that the Town Clerk is hereby directed to forward a certified copy of this resolution to Police Chief David J. Hegermiller and the Office of Accounting.

THE VOTE

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

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

June 5, 2007

Adopted

TOWN OF RIVERHEAD

Resolution # 551

RATIFIES THE SUBMISSION OF A GRANT APPLICATION BY THE CHIEF OF POLICE

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

WHEREAS, a Bulletproof Vest Partnership (BVP) grant from the United States Department of Justice exists in the amount of \$3,865.36 to help defray the cost to purchase bulletproof vests for the Police Department for the period January to December 2007; and

WHEREAS, Chief David J. Hegermiller has requested authorization from the Town Board to act as the main contact person and submit the grant application on behalf of the Town and the Riverhead Police Department.

NOW, THEREFORE BE IT RESOLVED, that the Town Board hereby designates Chief David J. Hegermiller as the contact person for the grant and ratifies the submission of the grant application to the United States Department of Justice.

BE IT FURTHER RESOLVED, that the Town Clerk is hereby directed to forward a certified copy of this resolution to Police Chief David J. Hegermiller and the Office of Accounting.

THE VOTE

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

THE RESOLUTION WAS WAS NOT THEREFORE DULY ADOPTED

Adopted

TOWN OF RIVERHEAD

Resolution # 552

AUTHORIZES TOWN CLERK TO PUBLISH AND POST A PUBLIC NOTICE FOR A LOCAL LAW TO CONSIDER AMENDMENTS TO CHAPTER 18 ENTITLED "CODE OF ETHICS OF THE RIVERHEAD TOWN CODE

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

RESOLVED, that the Town Clerk be and is hereby authorized to publish the attached public notice once in the June 14, 2007 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 local law amending Chapter 18 entitled "Code of Ethics" §18-10, §18-16 and §18-23 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 members of the Riverhead Town Board, Chairman of the Ethics Board, Director of Personnel, Office of the Town Attorney and the Town Clerk.

DUNLEAVY YES NO ^{ABSENT} BARTUNEK YES NO
 BLASS YES NO DENSIESKI YES NO
 CARDINALE YES NO
 THIS RESOLUTION IS IS NOT
 DECLARED DULY ADOPTED

**TOWN OF RIVERHEAD
PUBLIC NOTICE**

PLEASE TAKE NOTICE that a public hearing will be held before the Town Board of the Town of Riverhead, at 200 Howell Avenue, Riverhead, New York on the 19th day of June, 2007 at 7:05 o'clock p.m. to consider a local law amending Chapter 18 entitled "Code of Ethics", §18-10, §18-16 and §18-23 of the Riverhead Town Code as follows:

§18-10. Annual financial disclosure and conflict statement.

- A. Town officers and employees required to file an annual financial and conflict disclosure statement. All elected officials, all Town Department Heads, Planning Board members, Zoning Board of Appeals members, Deputy Town Supervisor, Town Attorney, Deputy Town Attorneys, persons who are certified as Code Enforcement Officials as provided by Title 19 of the New York Code of Rules and Regulations Part 434, Building Inspectors, and certain Town officers and employees and members of appointed boards and committees, as determined by the Town Board by resolution, are required to file a signed annual financial disclosure and conflict statement, which must be signed by the individual Town officer or employee.
- B. Time and place for filing.
- (1) Annual financial disclosure and conflict statements shall be filed with the Town Clerk on or before July 15th of each year;
 - (2) Newly elected officials, Town agency appointees and applicable Town officers and employees shall file their first annual financial disclosure and conflict statement with the Town Clerk within 30 days after appointment and on or before each subsequent July 15 thereafter.
 - (3) Additional time to file. Town officials and employees who are required to file an annual financial disclosure and conflict statement may request from the Ethics Board an extension of time to file upon a showing of justifiable cause or hardship; provided, however, that such extension may not exceed 60 days.
 - (4) Public inspection. Annual financial disclosure and conflict statements required to be filed pursuant to this chapter shall be available for public inspection in the Office of the Town Clerk.
- C. Contents of the annual financial disclosure and conflict statement. The annual financial disclosure and conflict statement shall be upon the form established by the Riverhead Town Board as attached hereto that requires a sworn statement by the Town officers and employees required to file said statement as provided herein:

D. Amendments, corrections and update.

- (1) A Town officer or employee who becomes aware of any changes necessary, misstatement or a deficiency in his or her annual financial disclosure and conflict statement shall file an amendment or correction thereof within 30 days of the date when he or she learns of the misstatement or deficiency. Timely filing of an amendment or correction pursuant to this subsection shall include disclosure of a possible misstatement or deficiency in connection with a request for an advisory opinion pursuant to § 18-26, and shall be deemed a complete defense to any allegation of unethical conduct in connection with the initial misstatement or deficiency.
- (2) Within 30 days of any change in information disclosed pursuant to Subsection C of this section, the Town officer or employee shall file an updated annual financial disclosure and conflict statement. This subsection may be satisfied by a letter specifying the specific change or changes, filed with the Town Clerk pursuant to § 18-3.

E. Failure to disclose.

- (1) If a person required to file an annual financial disclosure and conflict statement has failed to file a disclosure statement or has filed a deficient statement, the Ethics Board shall notify the reporting person in writing, state the failure to file or detail the deficiency, provide the person with a fifteen-day period to make such filing or cure such deficiency and advise the person of the penalties for failure to comply with the reporting requirements. Such notice shall be confidential. If the person fails to make such filing or fails to cure the deficiency within the specified time period, the Ethics Board shall send a notice of delinquency to the reporting person and to the Town Board. Any officer or employee who is required to file annual financial disclosure and conflict statements and fails to do so following the notification and cure period set forth in this section may be fined an amount not to exceed \$1,000.

§ 18-16. Designation of Town officers and employees required to file annual financial disclosure and conflict statements.

Within 90 days after the effective date of this chapter, and during the month of June each year thereafter, the Town Supervisor shall:

- A. Cause to be filed with the Ethics Board a list of the names and offices or positions of all Town officers and employees required to file annual financial disclosure and conflict statements pursuant to § 18-10 of this chapter; and

- B. Notify all such officers and employees of their obligation to file an annual financial disclosure and conflict statement.
- C. Notify all new officers and employees, subject to § 18-10, within 10 days of appointment of their obligation to file an annual financial disclosure and conflict statement within 30 days and on or before July 15 of each year thereafter.

§ 18-23. Review of lists and disclosure statements.

- A. The Ethics Board shall review:
 - (2) All annual financial disclosure and conflict statements to ensure compliance with the standards as set forth in this chapter and to determine whether any person required to file such a statement has failed to file it, has filed a deficient statement, or has filed a statement that reveals a possible or potential violation of this chapter.
- B. If the Ethics Board determines that an annual financial disclosure and conflict statement or a transactional disclosure statement is deficient or reveals a possible or potential violation of this chapter, the Ethics Board shall notify the person in writing of the deficiency or possible or potential violation and of the penalties for failure to comply with this chapter.

- Underline represents addition(s)

Dated: Riverhead, New York
June 5, 2007

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD

BARBARA GRATTAN, Town Clerk

6/5/07

TOWN OF RIVERHEAD

Adopted

Resolution # 553

AMENDS RESOLUTION # 476

AUTHORIZING THE SELLING OF THE 2007 BEACH PERMITS BY ANGELO'S BAKERY PIZZA

COUNCILMAN DENSIESKI _____ offered the following resolution,

which was seconded by COUNCILWOMAN BLASS

WHEREAS, Resolution #476 was adopted May 16, 2007 authorizing the selling of 2007 Beach Permits by Angelo's Bakery Pizza located at 17 Saint Andrews Path, Wading River, NY 11792, requested to sell annual and daily non-resident beach permits at their facilities from May 16, 2007 through December 31, 2007 without any reimbursement or services being charged.

NOW THEREFORE BE IT RESOLVED, that resolution #476 adopted May 16, 2007 authorizing the selling of 2007 Beach Permits by Angelo's Pizza Bakery be changed to read: Angelo's Pizza Bakery & Deli located at 737 Hulse Landing Road, Wading River, requests to sell resident, senior resident, annual and daily non-resident beach permits at their facilities from May 16, 2007 through December 31, 2007 without any reimbursement or services being charged.

BE IT FURTHER, RESOLVED, that the Town Board hereby authorizes the Town Clerk to forward this Resolution to Angelo's Pizza Bakery & Deli.

THE VOTE

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

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

¹ Rec./Doris:Res. Angelo's.

06/05/07

Adopted

TOWN OF RIVERHEAD

Resolution # 554

AUTHORIZES THE RELEASE OF SECURITY FOR EDWARD MEIER

COUNCILWOMAN BLASS offered the following resolution,

which was seconded by COUNCILMAN DENSIESKI

WHEREAS, Edward Meier, posted a security, in the form of a Certificate of Deposit in the sum of Six Thousand Dollars (\$6,000) pursuant to Section 108-133(I) of the Riverhead Town Code; and

WHEREAS, Sharon E. Klos, Building Permits Coordinator, has determined that construction has been completed to the Building Department's satisfaction, the Planning Department is satisfied with the site work completed and Certificate of Occupancy #21295 dated May 7, 2007 has been issued for said construction.

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby authorizes the release of the Certificate of Deposit in the sum of Six Thousand Dollars (\$6,000); and

BE IT FURTHER RESOLVED, that the Town of Riverhead is hereby authorized to forward a certified copy of this resolution to Edward Meier, PO Box 136, South Jamesport, NY 11970, the Building Department and the Town Attorney's Office.

THE VOTE

Dunleavy Yes No

ABSENT
Bartunek Yes No

Blass Yes No

Densieski Yes No

Cardinale Yes No

The Resolution Was Was Not
Therefore Duly Adopted

6/5/07

Adopted

TOWN OF RIVERHEAD

Resolution # 555

ACCEPTS 100% SECURITY OF BAITING HOLLOW FARMS, LLC (IRREVOCABLE LETTER OF CREDIT)

COUNCILMAN DENSIESKI offered the following resolution,

which was seconded by COUNCILWOMAN BLASS :

WHEREAS, Baiting Hollow Farms, LLC has posted a First Pioneer Farm Credit, ACA Irrevocable of Credit #700893-101 in the sum of Eighty Two Thousand Dollars (\$82,000.00) representing the 100% site plan security bond in connection with Riverhead Planning Board Resolution #27 dated April 5, 2007 for work to be completed at 2114 Sound Avenue, Baiting Hollow, New York, further described as Suffolk County Tax Map #0600-39-4-7.2, pursuant to Section 108-133 (I) of the Riverhead Town Code; and

WHEREAS, the Town Attorney has reviewed said certificate of deposit and deems it to be sufficient in its form.

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby accepts the certificate of deposit in the sum of Eighty Two Thousand Dollars (\$82,000.00) issued to the Town of Riverhead; 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 Baiting Hollow Farms, LLC, 60 Burt Drive, Deer Park, New York, 11729; the Building Department; the Planning Department and the Town Attorney's Office.

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

June 5, 2007

TOWN OF RIVERHEAD
Resolution # 556

Adopted

Extends Site Plan Approval of 209 East Avenue

(Martin Sendlewski)

Councilman Densieski offered the resolution, which was seconded by Councilman Dunleavy

WHEREAS, by resolution dated September 7, 2004, the Riverhead Town Board did approve the site plan petition of Martin Sendlewski to allow the construction of a mixed use building upon premises known and designated as Suffolk County Tax Map Number 0600-129-1-4, and

WHEREAS, the Riverhead Town Board is in receipt of correspondence from Martin Sendlewski requesting the Board to extend the aforementioned site plan approval for a period of twelve (12) months pursuant to Section 10-129 E of the Riverhead Zoning Ordinance, and

WHEREAS, 6NYCRR Part 617.5 (c) (26) provides for the renewal of an approval to be considered a Type II action, and

WHEREAS, the Town Board has carefully considered the merits of the subject site plan approval extension, now

THEREFORE BE IT

RESOLVED, that in the matter of the site plan approval extension of Martin Sendlewski, the Town Board hereby declares itself to be the Lead Agency pursuant to 6NYCRR Part 617 and further determines the action to be Type II pursuant to 6NYCRR Part 617, and

BE IT FURTHER,

RESOLVED, that since no material changes in either zoning regulations or site plan depictions have been made, the Riverhead Town Board hereby approves the site

plan approval of Martin Sendlewski for a twelve (12) month period ending on September 7, 2008, and

BE IT FURTHER

RESOLVED, that a copy of this resolution be forwarded to Martin Sendlewski.

THE VOTE
Dunleavy yes ___ no ___ Bartunek ___ yes ___ no ___
Blase yes ___ no ___ Donsieski yes ___ no ___
Cardinale yes ___ no ___
**THE RESOLUTION WAS ___ WAS NOT
THEREFORE DULY ADOPTED**

Adopted

June 5, 2007

TOWN OF RIVERHEAD

Resolution # 557

APPROVES AMENDED SITE PLAN OF HEADRIVER

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

WHEREAS, an amended site plan application was submitted by Headriver LLC to construct a Wal-Mart retail store of 169,547 sq. ft. (including a building of 146,018 sq. ft., an outdoor vestibule of 2,238 sq. ft., a covered garden center of 9,091 sq. ft., an uncovered garden center of 8,025 sq. ft. to the east of the building, and a 4,175 sq. ft. uncovered garden center to the south of the building) and a separate 27,000 sq. ft. retail building upon real property located on the north side of Route 58 east of Kroemer Ave., Riverhead, New York, known and designated as Suffolk County Tax Map Number 0600-119-1-1.2; and

WHEREAS, by resolution dated March 19, 2005, the Town Board required the preparation of a Supplemental Draft Environmental Impact Statement pursuant to 6-NY CRR Part 617 with respect to the application; and

WHEREAS, by resolution dated September 6, 2006, the Riverhead Town Board adopted a findings statement supporting the approval of the subject site plan application; and

WHEREAS, the proposed site plan is drawn predicated upon the importation of forty-one (41) Agricultural Preservation Credits pursuant to Article LXII of the Riverhead Town Code; such credits being intended to be imported from property owned by Edwin Fishel Tuccio and subject to said property owner's compliance with all procedural requirements for allocation and redemption of preservation credits as set forth in Article LXII of the Riverhead Town Code; and

WHEREAS, pursuant to §108-332 of the Riverhead Town Code the proposed site plan will require the following dimensional relief from strict application of the Destination Retail Zoning Use District and the schedule of dimensional regulations as follows:

- (i) Parking stall dimensions of 9.5 x 19 feet and 8 x 19 with 8 foot access aisle for each handicapped accessible parking stall instead of the required 10 x 20 feet;
- (ii) Impervious surface area of 78.12 percent of the parcel instead of the required maximum of 75 percent of parcel area;

THE VOTE

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

THE RESOLUTION WAS WAS NOT THEREFORE DULY ADOPTED

- (iii) Floor area ratio of 21.75 percent of the parcel area instead of the required maximum floor area ratio of 20 percent of the parcel area;
- (iv) Front yard landscaped area setback of 33.43 feet to the applicant's offer of dedication of 17 feet from the roadbed of Old Country Road instead of the required 50 feet;
- (v) Contiguous landscaped area of 10.4 percent of the parcel area instead of the required minimum of 20 percent of the parcel area;
- (vi) Parking lot landscaped area of 8.4 percent of parcel area instead of the required minimum 10 percent parcel area, and

WHEREAS, the Town Board has considered the site plan application before it, and the standards enunciated in New York Town Law §267-b that it is directed to apply by Town Code §108-332, and it finds that (1) the relaxations in (i) through (vi) as proposed by the applicant will not produce an undesirable change in the character of the neighborhood or a detriment to neighboring properties (2) the benefit sought by the applicant cannot be achieved by any other alternative, since the use of the TDRs with greater density of development necessitates these relaxations, and that the relaxations sought are the minimum necessary to accommodate the additional floor area and lot coverage occasioned by the use of 41 TDRs and are not substantial; (3) the relaxations proposed will not adversely affect the physical or environmental conditions in the neighborhood, as borne out by the FEIS and Findings Statement previously adopted by this Board; (4) the relaxations sought are not the result of a self-created hardship but rather the natural consequence of the applicant availing itself of the importation of TDRs allowed by the Town Code and encouraged by the Town's Comprehensive Plan; (5) the proposed relaxations will not adversely affect the values of neighboring properties, and

WHEREAS, all building elevations, drawings and renderings were submitted to the Architectural Review Board for its report and recommendation pursuant to Chapter 46-a of the Riverhead Town Code and said report concluded that the southerly elevation of the proposed Wal-Mart Building lacked a "purity of style" and recommended that such elevation not be approved without further study; and

WHEREAS, consistent with the change in the Suffolk County Code that now requires the referral of certain site plans to the Suffolk County Planning Commission prior to a vote on such site plans, the site plan and related documents were referred to the Suffolk County Planning Commission. The Suffolk County Planning Commission reported back to the Town that the Commission took no action on the referral. Subsequently, when minor changes were made in the site plan at the request of the Town, the Town sought to re-refer the altered site plan to the Suffolk County Planning Commission on February 7, 2007 and was informed by letter dated March 22, 2007 that the Commission declined to consider a re-referral because the changes were not significant; and

WHEREAS, the Town Planning Department has reviewed the site plan dated March 22, 2007 as prepared by T. J. Filazzola, P. E. and elevations dated October 10, 2006 as prepared by PBA Architects; and

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

WHEREAS, the Riverhead Town Board has considered the merits of all building elevations (renderings), materials, and color samples of all buildings; and

WHEREAS, the site plan review fee, as required by §108-131 B(3) of the Riverhead Town Code has been received and deposited as per Receipt Number F33511 the Office of the Financial Administrator of the Town of Riverhead.

NOW, THEREFORE BE IT FURTHER RESOLVED, that the site plan submitted by Headriver LLC to construct a Wal-Mart retail store of 169,547 sq. ft. (including a building of 146,018 sq. ft., an outdoor vestibule of 2,238 sq. ft., a covered garden center of 9,091 sq. ft. and an uncovered garden center of 8,025 sq. ft. to the east of the building, and a 4,175 sq. ft. uncovered garden center to the south of the building) and a separate 27,000 sq. ft. retail building, such site plan prepared by T. J. Filazzola, P. E. of Bohler Engineering, P.C. and dated 3/22/07 and elevations prepared by PBA Architects and dated October 10, 2006, is 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 covenant containing all the limitations and provisions of these approvals contained in this resolution shall be recorded with the Suffolk County Clerk and a copy of such recorded covenant shall be filed with the Riverhead Town Clerk. This resolution shall not become effective until such covenant is duly recorded with the Suffolk County Clerk's Office and filed with the Riverhead Town Clerk;
3. That the form, design, location, and color of all signage shall be submitted for 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 §108-56 of the Riverhead Town Code shall be complied with, and that all tenants shall be apprised of said requirements as well as any restrictions imposed as a condition of the site plan approval granted herein;
4. That any outdoor lighting shall be installed pursuant to Article XLV of the Riverhead Town Code and no lighting shall be 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 trash 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 Riverhead Town Code, 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, Headriver LLC hereby authorizes and consents to the Town of Riverhead to enter premises on the north side of Route 58 west of Kroemer Ave. in Riverhead, New York 11901, to enforce said handicapped parking regulations;
10. That any and all landscaped and paved areas shall be regularly maintained in an orderly and professional manner and kept free of weeds and litter; and that any planters, planter boxes, window boxes or other container plantings shall likewise be maintained on a year-round basis;
11. That all new utilities shall be constructed underground;
12. That 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 pursuant to §108-133(I) of the Town Code, the applicant, upon approval of a final site plan by this resolution and prior to the issuance of a land clearing or building permit, shall post a letter of credit in an amount equaling one hundred percent (100%) of the site improvement costs as estimated by the Planning Board. The Supervisor, upon approval from the Town Attorney as to form, is hereby authorized to accept said letter of credit, which shall be filed with the Town Clerk subsequent to approval of the site plan herein. The land clearing or building permit shall not be issued until the Town Clerk certifies that the letter of credit 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 clearing or building permit or any renewal thereof;
14. That the applicant shall be required to file and obtain all the necessary site inspections as prescribed in §108-131(E) of the Town Code.

15. That no building permit shall issue until such time as forty-one (41) Agricultural Preservation Credits are redeemed pursuant to Article LXII (Transfer of Development Rights) of the Town of Riverhead Zoning Ordinance.
16. That no clearing permit shall issue prior to the installation of temporary fencing delineating the area to remain natural and undisturbed.
17. That no individual retail store shall have a floor area of less than 10,000 sq. ft., excepting 10% of the total floor area may be improved with a retail store of less than 10,000 sq. feet with a minimum floor area per retail store of 3,500 sq. ft., and except to the extent, if any, that a variance is granted, or the Town Code is amended, in the future providing for stores of different sizes.
18. That the applicable Certificates of Occupancy shall not be issued prior to the installation of the New York State Department of Transportation required traffic signal at the intersection of NYS Route 25 and Kroemer Avenue.
19. 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
20. That no Certificate of Occupancy shall issue prior to the establishment of an irrigation system utilizing private well water is established at the premises to be used as the sole irrigations system for the premises.
21. That no building permit shall be issued prior to the receipt of any approvals required by the Suffolk County Department of Public Works pursuant to General Municipal Law §239.

RESOLVED, that the Town Clerk is hereby authorized to forward a certified copy of this resolution to Headriver LLC, c/o Lerner-Heidenberg Properties, 234 Closter Dock Road, Closter, New Jersey, 07924; the Riverhead Planning Department; the Riverhead Building Department; the Town Attorney; the Town of Riverhead Highway Department; the Tax Assessor's Office; and the Town's Consulting Engineer.

May 24, 2007

Tabled

Adopted

06-05-07

TOWN OF RIVERHEAD

Resolution # 509

APPROVES TRANSFER OF PUBLIC SAFETY DISPATCHER

COUNCILMAN DENSIESKI

offered the following

COUNCILMAN DUNLEAVY

resolution, which was seconded by _____.

WHEREAS, Public Safety Dispatcher Amy Hertling has requested authorization from the Town of Riverhead to transfer to Southampton Village effective June 11, 2007.

NOW THEREFORE, BE IT RESOLVED, that the Town Board agrees to approve the request of transfer from Amy Hertling effective June 11, 2007.

BE IT FURTHER, RESOLVED that the Town Clerk be and is hereby directed to forward a copy of this resolution to Amy Hertling, the Chief of Police and the Personnel Officer.

Town Board Meeting of June 5, 2007

The Vote

Councilman Densieski offered the resolution to be brought off the Table and offered it for adoption.

Dunleavy Yes No

Bartunek Yes No

All members in agreement for removing resolution from the Table and for the adoption of resolution.

Blass Yes No

Densieski Yes No

Cardinale Yes No

THE RESOLUTION WAS WAS NOT

THEREFORE DULY ADOPTED

Adopted

06-05-07

Tabled