

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

November 7th, 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
Mason E. Haas
Mark Kwasna
Maryann Wowak Heilbrunn
Richard Ehlers
Allen M. Smith**

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

DEPARTMENT HEADS

**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 RESOLUTION LISTED BELOW:

- Res. #1010 SEWER DISTRICT BUDGET ADJUSTMENT
- Res. #1011 HIGHWAY FUND BUDGET ADJUSTMENT
- Res. #1012 RISK RETENTION FUND BUDGET ADJUSTMENT
- Res. #1013 HIGHWAY DEPARTMENT BUDGET ADJUSTMENT
- Res. #1014 AMBULANCE DISTRICT BUDGET ADJUSTMENT
- Res. #1015 REFUSE AND GARBAGE BUDGET ADJUSTMENT
- Res. #1016 RIVERHEAD SEWER DISTRICT BUDGET ADJUSTMENT
- Res. #1017 2008 AMBULANCE ACQUISITION CAPITAL PROJECT BUDGET ADOPTION
- Res. #1018 GENERAL FUND BUDGET ADJUSTMENT
- Res. #1019 COMMUNITY DEVELOPMENT AGENCY BUDGET ADJUSTMENT
- Res. #1020 NUTRITION BUSES CAPITAL PROJECT BUDGET ADOPTION
- Res. #1021 2007 RECREATION CAPITAL IMPROVEMENT PROJECT WEST MAIN STREET RIVERVIEW PARK
- Res. #1022 BOND RESOLUTION, SUBJECT TO PERMISSIVE REFERENDUM, AUTHORIZING THE CONSTRUCTION OF IMPROVEMENTS TO THE EAST CREEK MARINA FACILITY IN AND FOR THE TOWN OF RIVERHEAD, SUFFOLK COUNTY, NEW YORK, AT A MAXIMUM ESTIMATED COST OF \$1,500,000 AND AUTHORIZING THE ISSUANCE OF \$1,500,000 BONDS OF SAID TOWN TO PAY THE COST THEREOF
- Res. #1023 AUTHORIZATION TO DISCARD FIXED ASSETS
- Res. #1024 ESTABLISHMENT OF BANK ACCOUNT
- Res. #1025 APPOINTS AN ACCOUNT CLERK TYPIST TO THE JUVENILE AID BUREAU (MEGHAN GARRISON)

- Res. #1026 RATIFIES THE APPOINTMENT OF A CLERK TO THE RIVERHEAD RECREATION DEPARTMENT (DANIELLE DOLL)
- Res. #1027 APPROVES THE TRANSFER OF AN AUTO MECHANIC III AT THE MUNICIPAL GARAGE TO THE POSITION OF AN AUTOMOTIVE EQUIPMENT OPERATOR IN THE HIGHWAY DEPARTMENT (JOSEPH SHEPPARD)
- Res. #1028 AMENDS A DEPARTMENT HEAD CONTRACT(WILLIAM ROTHAAAR)
- Res. #1029 AUTHORIZES THE SUPERVISOR TO EXECUTE A COLLECTIVE BARGAINING AGREEMENT WITH THE RIVERHEAD TOWN POLICE SUPERIOR OFFICERS ASSOCIATION, INC. (SOA)
- Res. #1030 AMENDS A DEPARTMENT HEAD CONTRACT (JUDY DOLL)
- Res. #1031 APPOINTS CHIEF FIRE MARSHAL (SCOTT DAVONSKI)
- Res. #1032 APPOINTS A JUSTICE COURT CLERK TO THE JUSTICE COURT (CATHERINE SEEBECK)
- Res. #1033 AUTHORIZES THE RELEASE OF CASH SECURITY OF LITTLE BAY SHOPING CENTERR INC. (BELINDA BENDER)
- Res. #1034 AUTHORIZES TOWN SUPERVISOR TO EXECUTE CHANGE ORDER NO. 1 FOR PECONIC RIVERFRONT BICYCLE AND PEDESTRIAN IMPROVEMENTS ADDITION 1 NYSDOT PIN 0806.62
- Res. #1035 AUTHORIZES TOWN SUPERVISOR TO EXECUTE CHANGE ORDER NO. 2 FOR PECONIC RIVERFRONT BICYCLE AND PEDESTRIAN IMPROVEMENTS – PHASE 1 NYSDOT PIN 0806.62
- Res. #1036 RELEASES SUFFOLK COUNTY NATIONAL BANK IRREVOCABLE LETTER OF CREDIT OF ZOUMAS CONTRACTING CORP. IN CONNECTION WITH THE SUBDIVISION ENTITLED, “BAITING HOLLOW FARMS” (ONE YEAR MAINTENANCE BOND)
- Res. #1037 RATIFIES THE APPOINTMENT OF A RECREATION SPECIALIST TO THE RIVERHEAD RECREATION DEPARTMENT (PETER HUSZAGH)
- Res. #1038 ACCEPTS 100% SECURITY OF RIVEREDGE, LLC (CERTIFICATE OF DEPOSIT)

- Res. #1039 AUTHORIZES THE RELEASE OF SECURITY OF KJB INDUSTRIES INC. (SUFFOLK 87 ASSOCIATES – COUNTY SEAT PLAZA)
- Res. #1040 ACCEPTS OFFER OF SALE OF DEVELOPMENT RIGHTS (PURPORTED OWNER: JOHN ELCIK AND ROBERT J. ARNONE, TRUSTEES OF THE JOSEPH G. MANZI, JR. IRREVOCABLE TRUST)
- Res. #1041 AUTHORIZES EXTENSION OF TIME TO REMIT REAL PROPERTY TAXES FOR SENIOR CITIZENS RECEIVING AN EXEMPTION PURSUANT TO SECTION 467 OF RPTL
- Res. #1042 AUTHORIZES THE SUPERVISOR TO EXECUTE AN AMENDED AGREEMENT AUTHORIZING THE TOWN TO ACCEPT FUNDS FROM SUFFOLK COUNTY-OFFICE FOR THE AGING FOR THE PURPOSE OF SUPPLEMENTING THE BUDGET OF THE TOWN’S TRANSPORTATION ASSISTANCE PROGRAM
- Res.# 1043 AUTHORIZES THE SUPERVISOR TO EXECUTE A TRAFFIC SIGNAL AGREEMENT
- Res. #1044 AUTHORIZES TOWN CLERK TO PUBLISH AND POST NOTICE OF AUCTION OF ABANDONED AND SURPLUS VEHICLES AND ALL OTHER UNCLAIMED PROPERTY BEING HELD BY THE POLICE DEPARTMENT
- Res. #1045 AUTHORIZES THE TOWN CLERK TO PUBLISH AND POST NOTICE OF AUCTION OF ABANDONED VEHICLES AND ALL OTHER UNCLAIMED PROPERTY BEING HELD BY THE POLICE DEPARTMENT
- Res. #1046 DECLARES SURPLUS VEHICLES FOR AUCTION
- Res. #1047 RATIFIES THE AUTHORIZATION OF THE TOWN CLERK TO POST AND PUBLISH PUBLIC NOTICE OF PUBLIC HEARING TO CONSIDER A PROPOSED LOCAL LAW FOR AN AMENDMENT TO CHAPTER 95 ENTITLED, “TAXATION” OF THE RIVERHEAD TOWN CODE
- Res. #1048 AUTHORIZES TOWN CLERK TO ADVERTISE FOR BIDS RIVERHEAD SEWER DIST. ROUTE 58 HOTEL PLAZA SEWER CONNECTION

- Res. #1049 AUTHORIZES LEGAL ACTION AGAINST THE OWNERS, TENANTS, OCCUPANTS AND MORTGAGEE OF THE PROPERTY LOCATED AT 4008 MAIN ROAD, CALVERTON, NEW YORK
- Res. #1050 ESTABLISHMENT OF NEW NO NET NITROGEN FUND RATE FOR RIVERHEAD SEWER DISTRICT AND RIVERHEAD SCAVENGER WASTE DISTRICT
- Res. #1051 AUTHORIZES THE SUPERVISOR TO EXECUTE A LICENSE AGREEMENT WITH THE LONG ISLAND TOMCATS
- Res. #1052 AUTHORIZES TOWN CLERK TO PUBLISH AND POST PUBLIC NOTICE TO CONSIDER A LOCAL LAW TO AMEND CHAPTER 108 ENTITLED, "ZONING" OF THE RIVERHEAD TOWN CODE (§108-129 – SITE PLAN REVIEW)
- Res. #1053 AUTHORIZES TOWN CLERK TO PUBLISH AND POST PUBLIC NOTICE TO CONSIDER A LOCAL LAW TO AMEND CHAPTER 108 ENTITLED, "ZONING" OF THE RIVERHEAD TOWN CODE (§108-95, SUBDIVISION REGULATIONS – GENERAL PROVISIONS)
- Res. #1054 AUTHORIZES THE TOWN CLERK TO PUBLISH AND POST PUBLIC NOTICE TO CONSIDER A LOCAL LAW FOR THE ADDITION OF CHAPTER 109 ENTITLED, "PROHIBITION OF ILLICIT DISCHARGES AND CONNECTIONS TO THE TOWN OF RIVERHEAD MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4)" OF THE RIVERHEAD TOWN CODE
- Res. #1055 AUTHORIZES THE TOWN CLERK TO PUBLISH AND POST PUBLIC NOTICE TO CONSIDER A LOCAL LAW FOR THE ADDITION OF CHAPTER 110 ENTITLED, "STORMWATER MANAGEMENT AND EROSION AND SEDIMENT CONTROL REGULATIONS" OF THE RIVERHEAD TOWN CODE
- Res. #1056 AWARDS BID FOR MILK
- Res. #1057 AWARDS BID FOR LUBRICANTS
- Res. #1058 RECALLS ACCEPTANCE OF DONATION OF A 1946 CLASSIC BAYMEN'S CLAM BOAT FOR A "BAYMEN'S HERITAGE PROJECT" PECONIC RIVERFRONT DISPLAY
- Res. #1059 ADOPTS A LOCAL LAW TO AMEND CHAPTER 101 ENTITLED "VEHICLES & TRAFFIC" OF THE RIVERHEAD TOWN CODE (§101-10. PARKING PROHIBITED)

- Res. #1060 ADOPTS A LOCAL LAW AMENDING CHAPTER 48 ENTITLED, "BEACHES AND RECREATION CENTERS" OF THE RIVERHEAD TOWN CODE (§48-13. PARKING AND PARKING PERMITS)
- Res. #1061 ADOPTS A LOCAL LAW TO AMEND CHAPTER 108 OF THE TOWN CODE OF THE TOWN OF RIVERHEAD ENTITLED, "ZONING" (§108-131 – SITE PLAN REVIEW)
- Res. #1062 AUTHORIZES THE SUPERVISOR TO EXECUTE AN AGREEMENT TO PLACE SUFFOLK COUNTY COMMUNITY COLLEGE STUDENT INTERNS IN THE SENIOR CITIZEN CENTER
- Res. #1063 AUTHORIZES THE SUPERVISOR TO EXECUTE A LICENSE AGREEMENT (SESAC)
- Res. #1064 AUTHORIZES THE RELEASE OF CASH SECURITY OF CROWN RECYCLING
- Res. #1065 AUTHORIZES THE SUPERVISOR TO EXECUTE AN AGREEMENT TO PURCHASE REAL PROPERTY (SCTM #0600-127-4-53.001)
- Res. #1066 ADOPTS A LOCAL LAW TO AMEND SECITON 3-1 OF CHAPTER 3 ENTITLED "APPEARANCE TICKETS" OF THE RIVERHEAD TOWN CODE
- Res. #1067 CLARIFIES RE-AWARD OF BID FOR ON-SITE YARD WASTE GRINDINGAT YOUNGS AVENUE LANDFILL SITE
- Res. #1068 PAY BILLS

November 7, 2007

Adopted

TOWN OF RIVERHEAD

SEWER DISTRICT

BUDGET ADJUSTMENT

RESOLUTION # 1010

COUNCILMAN DUNLEAVY

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

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

		<u>FROM</u>	<u>TO</u>
406.092801.482130.20023	Sewer De-nitrification Reserve	88,614.10	
406.081300.543504.20023	Professional Services -Eng		88,614.10

THE VOTE

Dunleavy Yes No

Bartunek Yes No

Blass Yes No

Densieski Yes No

Cardinale Yes No

November 7, 2007

Adopted

TOWN OF RIVERHEAD

HIGHWAY FUND

BUDGET ADJUSTMENT

RESOLUTION # 1011

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

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

		<u>FROM</u>	<u>TO</u>
111.051400.541303	Traffic Paint	21,220	
111.051400.543500	Professional Services – Engineer		21,220

THE VOTE

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

November 7, 2007

Adopted

TOWN OF RIVERHEAD

RISK RETENTION FUND

BUDGET ADJUSTMENT

RESOLUTION # 1012

COUNCILMAN DUNLEAVY

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>
175.017100.548220	Self Insurance -Highway	25,000	
175.017100.548230	Water	3,500	
175.017100.548240	Sewer	3,500	
175.017100.548210	General Fund Administration		32,000

THE VOTE

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

November 7, 2007

Adopted

TOWN OF RIVERHEAD

HIGHWAY DEPARTMENT

BUDGET ADJUSTMENT

RESOLUTION # 1013

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 adjustment:

		<u>FROM</u>	<u>TO</u>
111.051100.541302	Gravel	12,000	
111.051400.541306	Drainage		8,000
111.051400.541205	Tree Trimming		2,000
111.051100.545200	Equipment Rental		2,000

THE VOTE

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

November 7, 2007

Adopted

TOWN OF RIVERHEAD

AMBULANCE DISTRICT

BUDGET ADJUSTMENT

RESOLUTION # 1014

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

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

		<u>FROM</u>	<u>TO</u>
120.045400.541500	Motor Vehicle Maintenance	3,700	
120.045400.541401	R & M Equipment		3,700
120.000000.499999	Fund Balance	23,000	
120.045400.524100	Equipment - Ambulance		23,000

THE VOTE

Dunleavy Yes No

Bartunek Yes No

Blass Yes No

Densieski Yes No

Cardinale Yes No

November 7, 2007

Adopted

TOWN OF RIVERHEAD

REFUSE AND GARBAGE

BUDGET ADJUSTMENT

RESOLUTION # 1015

COUNCILMAN BARTUNEK

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>
115.081600.547503	Special Items – Hazardous Waste	3,000	
115.081600.549000	Miscellaneous		3,000

THE VOTE

Dunleavy Yes No

Bartunek Yes No

Blass Yes No

Densieski Yes No

Cardinale Yes No

November 7, 2007

Adopted

TOWN OF RIVERHEAD

RIVERHEAD SEWER DISTRICT

BUDGET ADJUSTMENT

RESOLUTION # 1016

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 adjustment:

		<u>FROM</u>	<u>TO</u>
114.081300.547506	Laboratory Fees	3,750	
114.081300.546510	SPDES Permit Fee		3,750

THE VOTE

Dunleavy Yes No

Bartunek Yes No

Blass Yes No

Densieski Yes No

Cardinale Yes No

November 7, 2007

Adoptec

TOWN OF RIVERHEAD

2008 AMBULANCE ACQUISITION CAPITAL PROJECT

BUDGET ADOPTION

RESOLUTION # 1017

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>
406.095710.494200.40193 Serial Bond Proceeds	150,000	
406.045400.524100.40193 Ambulance Acquisition		150,000

THE VOTE

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

November 7, 2007

Adopted

TOWN OF RIVERHEAD

GENERAL FUND

BUDGET ADJUSTMENT

RESOLUTION # 1018

COUNCILWOMAN BLASS

offered the following re:

which was seconded by COUNCILMAN DUNLEAVY

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

		<u>FROM</u>	<u>TO</u>
001.090600.584100	Police Hospitalization	100,000	
001.016200.542500	Supplies & Services	5,000	
001.016200.545210	Copier	7,500	
001.010100.543301	Litigation		100,000
001.016200.524000	Equipment		12,500

THE VOTE

Dunleavy Yes No

Bartunek Yes No

Blass Yes No

Densieski Yes No

Cardinale Yes No

November 7, 2007

Adopted

TOWN OF RIVERHEAD

COMMUNITY DEVELOPMENT AGENCY

BUDGET ADJUSTMENT

RESOLUTION # 1019

COUNCILMAN DUNLEAVY

offered the following resolution,

which was seconded by COUNCILMAN BARTUNEK

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

		<u>FROM</u>	<u>TO</u>
914.069800.543300	Professional Services - Atty	3,857	
914.069800.543500	Professional Services – Eng	4,400	
914.069800.543900	Miscellaneous Consultants	330	
914.069800.541499	Miscellaneous Repairs & Maintenance		8,587

THE VOTE

Dunleavy Yes No

Bartunek Yes No

Blass Yes No

Densieski Yes No

Cardinale Yes No

November 7, 2007

Adopted

TOWN OF RIVERHEAD

NUTRITION BUSES CAPITAL PROJECT

BUDGET ADOPTION

RESOLUTION # 1020

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

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

	<u>FROM</u>	<u>TO</u>
406.095710.494200.40194 Serial Bond Proceeds	89,000	
406.067720.524100.40194 Nutrition Buses		89,000

THE VOTE

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

November 7, 2007

Adopted

TOWN OF RIVERHEAD

2007 RECREATION CAPITAL IMPROVEMENT PROJECT
West Main Street Riverview Park

BUDGET ADOPTION

RESOLUTION # 1021

COUNCILMAN BARTUNEK

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

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

	<u>FROM</u>	<u>TO</u>
406.095031.481900.70059 Special Trust Transfers	5,000	
406.071100.523000.70059 Park Improvements		5,000

THE VOTE

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

Adopted

BOND RESOLUTION DATED NOVEMBER 7, 2007.

A RESOLUTION, SUBJECT TO PERMISSIVE REFERENDUM, AUTHORIZING THE CONSTRUCTION OF IMPROVEMENTS TO THE EAST CREEK MARINA FACILITY IN AND FOR THE TOWN OF RIVERHEAD, SUFFOLK COUNTY, NEW YORK, AT A MAXIMUM ESTIMATED COST OF \$1,500,000, AND AUTHORIZING THE ISSUANCE OF \$1,500,000 BONDS OF SAID TOWN TO PAY THE COST THEREOF.

WHEREAS, all conditions precedent to the financing of the capital project hereinafter described, including compliance with the provisions of the State Environmental Quality Review Act as a Type II Action, have been performed; and

WHEREAS, it is now desired to authorize such capital project and its financing; NOW, THEREFORE,

BE IT RESOLVED, by the affirmative vote of not less than two-thirds of the total voting strength of the Town Board of the Town of Riverhead, Suffolk County, New York, as follows:

Section 1. The construction of improvements to the East Creek Marina Facility in and for the Town of Riverhead, Suffolk County, New York, including incidental original furnishings, equipment, apparatus, appurtenances, and expenses in connection therewith, is hereby authorized, at a maximum estimated cost of \$1,500,000.

Section 2. The plan for the financing of the aforesaid maximum estimated cost is by the issuance of \$1,500,000 bonds of said Town hereby authorized to be issued therefor pursuant to the provisions of the Local Finance Law.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid specific object or purpose is twenty years, pursuant to subdivision 7 of paragraph a of

THE VOTE

Dunleavy yes no Bartunek yes no
 Blass yes no Densieski yes no
 Cardinale yes no *Abstein*

THE RESOLUTION WAS WAS NOT
 THEREFORE DULY ADOPTED

BOND RESOLUTION
(SUBJECT TO PERMISSIVE REFERENDUM)

At a regular meeting of the Town Board of the Town of Riverhead, Suffolk County, New York, held at the Town Hall, in Riverhead, New York, on the 7th day of November, 2007, at 2:00:00 o'clock P.M., Prevailing Time.

The meeting was called to order by Supervisor Cardinale, and upon roll being called, the following were:

PRESENT: Supervisor Philip Cardinale
Councilman Edward Densieski
Councilwoman Barbara Blass
Councilman George Bartunek
Councilman John Dunleavy

ALSO PRESENT: Town Clerk Barbara Grattan
Town Attorney, Dawn Thomas

ABSENT:

COUNCILMAN DENSIESKI

The following resolution was offered by _____, who moved its adoption, seconded by **COUNCILMAN DUNLEAVY**, to-wit:

Section 11.00 of the Local Finance Law. It is hereby further determined that the maximum maturity of the bonds herein authorized **will exceed five years.**

Section 4. The faith and credit of said Town of Riverhead, Suffolk County, New York, are hereby irrevocably pledged for the payment of the principal of and interest on such bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year. There shall annually be levied on all the taxable real property in said Town, a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

Section 5. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the Supervisor of said Town, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said Supervisor, consistent with the provisions of the Local Finance Law.

Section 6. All other matters except as provided herein relating to the bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed herein and the manner of execution of the same, including the consolidation with other issues, and also the ability to issue bonds with substantially level or declining annual debt service, shall be determined by the Supervisor, the chief fiscal officer of such Town. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law, and shall otherwise be in such form and contain such

recitals, in addition to those required by Section 51.00 of the Local Finance Law, as the Supervisor shall determine consistent with the provisions of the Local Finance Law.

Section 7. The validity of such bonds and bond anticipation notes may be contested only if:

- 1) Such obligations are authorized for an object or purpose for which said Town is not authorized to expend money, or
- 2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

- 3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 8. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the class of objects or purposes described herein.

Section 9. Upon this resolution taking effect, the same shall be published in full or summary form in the *News Review*, which is hereby designated as the official newspaper of said Town for such purpose, together with a notice of the Town Clerk in substantially the form provided in Section 81.00 of the Local Finance Law.

Section 10. **THIS RESOLUTION IS ADOPTED SUBJECT TO PERMISSIVE REFERENDUM.**

The question of the adoption of the foregoing resolution was duly put to a vote on roll call, which resulted as follows:

_____ VOTING _____
_____ VOTING _____
_____ VOTING _____
_____ VOTING _____
_____ VOTING _____

The resolution was thereupon declared duly adopted.

* * * * *

NOTICE OF ADOPTION OF RESOLUTION

NOTICE IS HEREBY GIVEN that the Town Board of the Town of Riverhead, Suffolk County, New York, at a meeting held on the 7th day of November, 2007, duly adopted the resolution published herewith **subject to a permissive referendum**.

Dated: Riverhead, New York,

November 7, 2007.

Barbara Grattan
Town Clerk

Resolution # 1022

BOND RESOLUTION DATED NOVEMBER 7, 2007.

A RESOLUTION, SUBJECT TO PERMISSIVE REFERENDUM, AUTHORIZING THE CONSTRUCTION OF IMPROVEMENTS TO THE EAST CREEK MARINA FACILITY IN AND FOR THE TOWN OF RIVERHEAD, SUFFOLK COUNTY, NEW YORK, AT A MAXIMUM ESTIMATED COST OF \$1,500,000, AND AUTHORIZING THE ISSUANCE OF \$1,500,000 BONDS OF SAID TOWN TO PAY THE COST THEREOF.

WHEREAS, all conditions precedent to the financing of the capital project hereinafter described, including compliance with the provisions of the State Environmental Quality Review Act as a Type II Action, have been performed; and

WHEREAS, it is now desired to authorize such capital project and its financing; NOW, THEREFORE,

BE IT RESOLVED, by the affirmative vote of not less than two-thirds of the total voting strength of the Town Board of the Town of Riverhead, Suffolk County, New York, as follows:

Section 1. The construction of improvements to the East Creek Marina Facility in and for the Town of Riverhead, Suffolk County, New York, including incidental original furnishings, equipment, apparatus, appurtenances, and expenses in connection therewith, is hereby authorized, at a maximum estimated cost of \$1,500,000.

Section 2. The plan for the financing of the aforesaid maximum estimated cost is by the issuance of \$1,500,000 bonds of said Town hereby authorized to be issued therefor pursuant to the provisions of the Local Finance Law.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid specific object or purpose is twenty years, pursuant to subdivision 7 of paragraph a of Section 11.00 of the Local Finance Law. It is hereby further determined that the maximum maturity of the bonds herein authorized **will exceed five years.**

Section 4. The faith and credit of said Town of Riverhead, Suffolk County, New York, are hereby irrevocably pledged for the payment of the principal of and interest on such bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year. There shall annually be levied on all the taxable real property in said Town, a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

Section 5. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the Supervisor of said Town, the chief fiscal officer. Such notes shall be of such terms, form and contents, and

shall be sold in such manner, as may be prescribed by said Supervisor, consistent with the provisions of the Local Finance Law.

Section 6. All other matters except as provided herein relating to the bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed herein and the manner of execution of the same, including the consolidation with other issues, and also the ability to issue bonds with substantially level or declining annual debt service, shall be determined by the Supervisor, the chief fiscal officer of such Town. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law, and shall otherwise be in such form and contain such recitals, in addition to those required by Section 51.00 of the Local Finance Law, as the Supervisor shall determine consistent with the provisions of the Local Finance Law.

Section 7. The validity of such bonds and bond anticipation notes may be contested only if:

- 1) Such obligations are authorized for an object or purpose for which said Town is not authorized to expend money, or
- 2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

- 3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 8. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the class of objects or purposes described herein.

Section 9. Upon this resolution taking effect, the same shall be published in full or summary form in the *News Review*, which is hereby designated as the official newspaper of said Town for such purpose, together with a notice of the Town Clerk in substantially the form provided in Section 81.00 of the Local Finance Law.

Section 10. **THIS RESOLUTION IS ADOPTED SUBJECT TO PERMISSIVE REFERENDUM.**

November 7, 2007

TOWN OF RIVERHEAD
AUTHORIZATION TO DISCARD FIXED ASSETS

Adopted

RESOLUTION # 1023

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

WHEREAS, broken equipment that has been salvaged for parts and is no longer usable; and

WHEREAS, after careful consideration the following departments have made recommendations to the Accounting Department that this equipment has no residual value and should be discarded. The Accounting Department hereby requests that the Town Board excess this property so that it may be removed from the records.

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

<u>Department</u>	<u>Tag #</u>	<u>Description</u>
B&G	21169	Milwaukee Cordless Drill
B&G	22604	Milwaukee Grinder
B&G	21170	Milwaukee Charger
B&G	22910	KWIK Kleen Vacuum
B&G	24281	Kenmore Vacuum
B&G	22530	Vacuum
B&G	21333	Parker Lawn Sweeper
B&G	21154	Ecko Pruner
B&G	24357	Redmax Wacker
B&G	24356	Redmax weed wacker
B&G	23584	Spreader
B&G	5103	Brown Chair
B&G	454	Brown Chair
B&G	181	Brown Chair
B&G	6189	Black Chair
B&G	20471	Weed wacker
PD	20828	Light Green Locker
PD	20829	Light Green Locker
PD	20830	Light Green Locker
PD	20831	Light Green Locker
PD	20832	Light Green Locker
Sewer	4941	Lawnmower
Accounting	24127	Chair
Accounting	7963	Apple IIGS system
Accounting	SOFT#37	Obsolete software
Accounting	SOFT#38	Obsolete software
Accounting	SOFT#39	Obsolete software

Accounting	SOFT#41	Obsolete software
Accounting	SOFT#45	Obsolete software
Accounting	SOFT#48	Obsolete software
Accounting	SOFT#50	Obsolete software
Accounting	SOFT#51	Obsolete software
Accounting	SOFT#53	Obsolete software
Accounting	SOFT#58	Obsolete software
Accounting	SOFT#59	Obsolete software
Accounting	SOFT#62	Obsolete software
Accounting	SOFT#63	Obsolete software
Accounting	SOFT#64	Obsolete software
Accounting	SOFT#65	Obsolete software
Accounting	SOFT#66	Obsolete software
Accounting	SOFT#68	Obsolete software
Accounting	SOFT#69	Obsolete software
Accounting	SOFT#70	Obsolete software
Accounting	SOFT#71	Obsolete software
Accounting	SOFT#74	Obsolete software
Accounting	SOFT#75	Obsolete software
Accounting	SOFT#76	Obsolete software
Accounting	SOFT#77	Obsolete software
Accounting	SOFT#82	Obsolete software
Accounting	SOFT#83	Obsolete software
Accounting	SOFT#84	Obsolete software
Accounting	SOFT#89	Obsolete software
Accounting	SOFT#95	Obsolete software
Accounting	SOFT#96	Obsolete software
Accounting	SOFT#98	Obsolete software
Accounting	SOFT#99	Obsolete software
Accounting	SOFT#104	Obsolete software
Accounting	23200	Network Hub
Accounting	23320	Network Hub
Accounting	25148	Network Hub
Accounting	23189	Network Hub
Assessors	72	Desk
Assessors	73	Desk
Assessors	8013	Desk
Investigation	24413	Chair
Justice Court	26080	Shredder
Justice Court	26231	Shredder
Justice Court	26436	Shredder
Justice Court	26437	Stapler
Justice Court	26079	Stapler

THE VOTE

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

November 7, 2007

Tabled

TOWN OF RIVERHEAD

RESOLUTION # 1024

ESTABLISHMENT OF BANK ACCOUNT

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

BE IT RESOLVED, that the Supervisor be, and hereby is, authorized to establish an account in the name of the Town of Riverhead Receiver of Taxes, and

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

THE VOTE

Dunleavy Yes No

Bartunek Yes No

Blass Yes No

Densieski Yes No

Cardinale Yes No

Tabled

November 7, 2007

TOWN OF RIVERHEAD

Adopted

Resolution # 1025

APPOINTS AN ACCOUNT CLERK TYPIST TO THE JUVENILE AID BUREAU

COUNCILMAN BARTUNEK offered the following resolution,

which was seconded by COUNCILWOMAN BLASS.

WHEREAS, a vacancy exists in the Juvenile Aid Bureau for an Account Clerk Typist, and

WHEREAS, Suffolk County Department of Civil Service has certified a List of Eligibles, list #07DC322, for the title of Account Clerk Typist, and the list was canvassed, and

WHEREAS, the Suffolk County Department of Civil Service has granted authorization for a provisional appointment, and

WHEREAS, the position was posted for, posting #14, advertised, and all eligible applicants were interviewed, and

WHEREAS, pursuant to a completed background investigation, the Chief of Police and the Personnel Officer has made a recommendation of a qualified candidate.

NOW, THEREFORE, BE IT RESOLVED, that Meghan Garrison is hereby provisionally appointed to the position of Account Clerk Typist effective November 26, 2007, as found on Group 9 Step P of the Clerical and Supervisory Salary Schedule

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

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

11/7/2007

TOWN OF RIVERHEAD

Adopted

Resolution # 1026

**RATIFIES THE APPOINTMENT OF A CLERK TO
THE RIVERHEAD RECREATION DEPARTMENT**

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

RESOLVED, that Danielle Doll is hereby appointed to serve as a Clerk effective September 17, 2007 at the rate of \$15.00 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, Danielle Doll and the Office of Accounting.

1

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. Kelly/ Res. Danielle Doll

November 7, 2007

Adopted

TOWN OF RIVERHEAD

Resolution # 1027

APPROVES THE TRANSFER OF AN AUTO MECHANIC III AT THE MUNICIPAL GARAGE TO THE POSITION OF AN AUTOMOTIVE EQUIPMENT OPERATOR IN THE HIGHWAY DEPARTMENT

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

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

WHEREAS, the job was duly posted for, job posting #23, and

WHEREAS, the Town Board and the Deputy Superintendent of Highway wishes to transfer Joseph Sheppard to this position.

NOW, THEREFORE, BE IT RESOLVED, that effective November 12, 2007, the Town Board hereby transfers Joseph Sheppard to the position of Automotive Equipment Operator in the Highway Department as found on Group 6, Step 19 of the Operational and Technical Salary Schedule, and

BE IT FURTHER RESOLVED, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to Joseph Sheppard, the Highway Department, the Municipal Garage, Personnel Officer and the Accounting Department.

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

November 7, 2007

Adopted

TOWN OF RIVERHEAD

RESOLUTION # 1028

AMENDS A DEPARTMENT HEAD CONTRACT

COUNCILMAN BARTUNEK

_____ offered the following resolution,

which was seconded by COUNCILWOMAN BLASS.

RESOLVED, that Section 14 of Article IX of the department head contract executed between the Town of Riverhead and William Rothaar, Financial Administrator, be amended to include reimbursement for professional membership dues as well as annual licensing fees and required continuing education credits not to exceed \$1,000.00 annually.

BE IT FURTHER RESOLVED, That the Town Clerk be and is hereby authorized to forward a copy of this resolution to William Rothaar, the Office of the Town Supervisor, the Accounting Office, and the Personnel Officer.

The Vote

Dunleavy ~~Yes~~ No

Bartunek ~~Yes~~ No

Blass ~~Yes~~ No

Densieski ~~Yes~~ No

Cardinale ~~Yes~~ No

THE RESOLUTION ~~X~~ WAS _____ WAS NOT

THEREFORE DULY ADOPTED

Adopted

November 7, 2007

TOWN OF RIVERHEAD

AUTHORIZES THE SUPERVISOR TO EXECUTE A COLLECTIVE BARGAINING AGREEMENT WITH THE RIVERHEAD TOWN POLICE SUPERIOR OFFICERS ASSOCIATION, INC. (SOA)

RESOLUTION# 1029

COUNCILMAN DUNLEAVY

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

NOW, THEREFORE, BE IT RESOLVED, that the Supervisor is hereby authorized to execute a collective bargaining agreement between the Town of Riverhead and the Riverhead Town Police Superior Officers Association, Inc., for the period commencing on January 1, 2005 and ending on December 31, 2007.

BE IT FURTHER, RESOLVED, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to SOA President Richard K. Boden, the Office of the Town Supervisor, the Accounting Department and the Personnel Officer.

THE VOTE

Dunleavy ~~Yes~~ No Bartunek ~~Yes~~ No
Blass ~~Yes~~ No Densieski ~~Yes~~ No
Cardinale ~~Yes~~ No

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

TABLE OF CONTENTS

<u>ARTICLE #</u>	<u>ARTICLE TITLE</u>	<u>PAGE</u>
ARTICLE I	Recognition	
ARTICLE II	Check Off	
ARTICLE III	Hospitalization and Medical Insurance	
ARTICLE IV	Holiday	
ARTICLE V	Additional Veterans Holidays	
ARTICLE VI	Recall and Standby	
ARTICLE VII	Death Leave	
ARTICLE VIII	Overtime and Night Differential	
ARTICLE IX	Vacation	
ARTICLE X	Personal Days	
ARTICLE XI	Longevity Pay	
ARTICLE XII	Excuse from Duties of the SOA's Representatives	
ARTICLE XIII	Duty Tours	
ARTICLE XIV	Supplemental Death Benefit	
ARTICLE XV	Severance and Death Benefits	
ARTICLE XVI	One Year Final Average Benefits	
ARTICLE XVII	Non-Conflict Rule	
ARTICLE XVIII	Working Conditions	
ARTICLE XIX	Re-Negotiation	
ARTICLE XX	Clothing and Equipment	
ARTICLE XXI	Sick Leave	
ARTICLE XXII	Annual Physical Examination	
ARTICLE XXIII	Outside Employment	
ARTICLE XXIV	No Strike Pledge	
ARTICLE XXV	Bill of Rights	
ARTICLE XXVI	Legislative Action Requirement	
ARTICLE XXVII	Binding Effects	

ARTICLE XXVIII	Partial Invalidity
ARTICLE XXIX	Vests
ARTICLE XXX	Deferred Compensation Plan
ARTICLE XXXI	Education Incentive
ARTICLE XXXII	Salaries
ARTICLE XXXIII	Drugs and Alcohol
ARTICLE XXXIV	Random Drug and Alcohol Testing
ARTICLE XXXV	Grievance Procedure
ARTICLE XXXVI	Probationary Period
ARTICLE XXXVII	Jury Duty
ARTICLE XXXVIII	General Municipal Law Section 207-c

AGREEMENT made this 17th day of June 2006, by and between THE TOWN OF RIVERHEAD, a municipal corporation, having its principal office at 200 Howell Avenue, Riverhead, New York, hereinafter referred to as the "Town", and THE RIVERHEAD TOWN POLICE SUPERIOR OFFICERS ASSOCIATION, INC., having its principal office at 210 Howell Avenue, Riverhead, New York, hereinafter referred to as either the "SOA" or the "Employee".

ARTICLE I – Recognition

The Town recognized the SOA as the sole bargaining agent and representative for all Sergeants, Detective Sergeants and Lieutenants employed in the Police Department in the Town of Riverhead, Suffolk County, New York. No SOA member shall be an officer (specifically shall not be President, Vice President, Secretary or Treasurer) nor shall any Employee be a member of the negotiation team of any other bargaining organization that negotiates with the Town.

ARTICLE II - Check Off

A. The Town shall deduct from the wages of the Employee and pay over to the SOA the dues and other obligations due to the SOA by such Employees who have authorized the Town to do so by individual authorizations in writing. These deductions shall be taken out of the Employee's biweekly paycheck in equal installments.

B. The SOA shall notify, in writing, the Town and any members of the unit covered by this Agreement who are not members of the SOA of the "agency shop" implementation. This notification shall inform those Employees who are not presently members of the SOA that they have the right to join the SOA. The notice shall further inform the Employees that those who do not choose to join the SOA shall have deducted from their salary an agency shop fee which shall be an amount equivalent to the amount of dues payable by a member.

- C. An agency shop fee shall be deducted from the salary of Employees who do not choose to become members and from the salary of Employees whose membership has not yet become effective, provided the SOA furnished the Town with a list of the names and titles of such Employees and with proof of service of the written notice specified in Section (A) of this Article II.
- D. Every Employee who does not join the SOA at the time of appointment, but whose membership has not yet become effective, shall have an agency shop fee deducted, if the Employee joins the SOA, the agency shop fee deduction shall be discontinued on the same date the dues checkoff authorization card takes effect and is received by the Town with written notice from the SOA of the Employee's status.
- E. An Employee who terminates SOA membership shall have deducted from his/her salary an agency shop fee. This agency shop fee shall be effective on the same date as the revocation of authorization for dues deduction takes effect, with notice thereof, in writing, received by the Town from the SOA.
- F. The Agency shop fee for each Employee covered by this Agreement shall be deducted from the Employee's regular paycheck and shall be in the amount equal to the periodical dues levied by the SOA for Employees in the affected titles as currently checked off by the Town. The SOA shall certify to the Town the appropriate amount or rate for the agency shop fee deduction.
- G. The SOA shall have the exclusive right to the deduction and transmittal of the agency shop fee for Employees. The Town shall transmit, no later than the first working day of the second month following the month in which the agency shop fee has been collected, the total of such agency shop fee deductions collected at the same rates as are provided for the checkoffs of membership dues.
- H. Changes in the amount of an agency shop fee deduction shall be effective at the same times as is the practice with changes in membership dues deductions, but no fewer times than the first payroll

subsequent to January 1 or July 1, following the date on which notice of such change is furnished.

Request for changes in the rate of dues deductions shall be deemed to be a request for a change in the agency shop fee.

- I. Employees having the agency shop fee deducted shall be notified, in writing by the SOA of the change in the amount of the agency shop fee deductions and the date on which such new deduction will begin. A copy of this notice shall be sent to the Town.
- J. Agency shop fee deductions will be applied to regular payrolls only.
- K. In cases of unearned salaries or wages of Employees covered by this Agreement refunded to appropriation accounts, and in cases of salaries or wages of Employees covered by this Agreement transferred to "UNCLAIMED" accounts, necessary adjustments in agency shop fee accounts will be made by recovery from available unpaid SOA agency shop fee fund balances and returned to the Town.
- L. The SOA shall refund to the Employees any agency shop fees wrongfully deducted and transmitted to the SOA.
- M. No assessments of any kind or nature will be collected through the agency shop fee deduction.
- N. No arrears of any kind or nature will be collected through the agency shop fee deduction.
- O. The Town shall not be liable in the operation of the agency shop fee deductions for any mistake or error of judgment or any other act of omission or commission and the SOA agrees to hold the Town harmless against any claim whatsoever arising out of the deduction and transmittal of said agency shop fee to the SOA.
- P. Agency shop fee deductions will be considered last in arithmetical sequence when residual amount of pay after other deductions is less than the full amount of the agency shop fee deduction and no

fractional amount of agency shop fee deductions will be made nor carried over for deduction in any subsequent payroll period.

Q. The SOA affirms that it has established and is maintaining a procedure which provides for the refund, to any Employee demanding one, of any part of any agency shop fee which represents the Employee's pro rata share of expenditures by the SOA in aid of activities or causes of a political or ideological nature only incidentally related to terms and conditions of employment. It is expressly agreed that in the event this procedure is discontinued then this Article II, insofar as it relates to agency shop fee deductions, shall be null and void.

R. In the event that any provision of this Article II is found to be invalid, the invalidity shall not impair the validity and enforceability of the remaining provisions of this Article II.

ARTICLE III - Hospitalization and Medical Insurance

A. Medical Insurance

1. The Town shall pay, on behalf of all Employees, One Hundred Percent (100%) of the cost of either the individual or family (depending on whether the individual is eligible or not) coverage for hospitalization under the Empire Core Plan Plus Enhancements. The plan shall also provide that the Town shall pay for One Hundred Percent coverage for individual Employees who hereafter retire from the Town, and the Town shall pay to the extent of Fifty Percent coverage on the premiums for the retiree's family. The Town will assume One Hundred Percent of the cost of hospitalization for the families of Employees killed in the line of duty until the remarriage of the spouse and the attaining of the age of emancipation of children.

2. An Employee may elect to change enrollment in the health insurance plan from family coverage to individual or no coverage, or from individual coverage to no coverage. In this event, the Employee shall receive Forty Five Percent of the savings to the Town, provided the Employee

remains in the changed status for a period of 12 consecutive months. Payment shall be made annually thereafter during the June or December first following the end of the 12 month period, provided that the Employee remains in the changed status. Nothing in this provision shall preclude an Employee from re-enrolling in his/her previous coverage within the 12 month period, provided however, that if the Employee does so in fewer than 12 months, no payment shall be made.

3. The Town shall have the option to change health insurance carriers after at least 30 days prior written notice of such intention, provided that; (a) a copy of the proposed replacement coverage's accompany such notice, and (b) the coverage's shall be, in all respects, comparable to or better than that which currently exists.

B. Dental Plan: The Town shall pay, on behalf of all Employees, One Hundred Percent of the cost of either the individual or family plan for dental coverage under the terms provided by the Riverhead Town Dental Plan.

C. Optical Plan: The Town shall pay, on behalf of all Employees, One Hundred Percent of the cost of either the individual or family plan for optical coverage under the Riverhead Town Optical Plan.

ARTICLE IV - Holiday

A. The Town recognizes the following paid holidays for all Employees:

New Year's Day	Martin Luther King's Birthday	Lincoln's Birthday
Washington's Birthday	Easter Sunday	Memorial Day
Independence Day	Labor Day	Columbus Day
Election Day	Veteran's Day	Thanksgiving Day
Christmas Day		

B. The Employees shall receive no time off for these holidays, but shall be paid an additional day's pay for each of the holidays, according to the daily pay rate of each Employee, which compensation shall be paid covering the first six holidays listed during the period June 15th to June 25th, and shall be paid the last seven holidays listed on December 7th or the first business day following December 7th. Employees actually working on any of these holidays will be paid an additional one half day's pay for each day. For purposes of computing holiday pay, a 238 day (1904 hours) work year shall be used. Holiday pay shall not be earned by those employees on an unpaid leave of absence, or those employees under suspension for more than 30 consecutive calendar days during the pendency of disciplinary charges.

ARTICLE V - Additional Veterans Holidays

A. An Employee who is a veteran and works on either Memorial Day or Veterans' Day shall have compensation which shall include, in addition to all other entitlements, cash overtime at the rate of time and one half for each hour worked. An Employee who is a veteran and does not work on either Memorial Day or Veterans' Day shall have compensation which shall include, in addition to all other entitlements, one day's pay on a cash basis. For purposes of computing day's pay, a 238 day (1904 hours) work year shall be used.

ARTICLE VI - Recall and Standby

A. Any Detective Sergeant who is on call duty and, effective January 1, 2006, any Lieutenant directed to serve as the Standby Duty Officer, who is not called in shall be compensated at the rate of two hours for every eight hours so directed. If any Employee is called in while on call duty, the Employee will forego the call duty pay and be compensated under Section (B).

B. An Employee recalled after the Employee has finished his/her tour of duty and is immediately directed to engage in regular police work shall receive a minimum four hours credited as time worked at the applicable overtime rate and shall receive a minimum of two hours credited as time

worked at the applicable overtime rate, when required to report to Court or other governmental agency, in direct connection to the Employee's police duties or work. Recalled Employees may be required to work the full amount of the minimum recall for which they are paid.

C. Any fees received by the Employee for appearance before a Court or other governmental agency shall be turned over to the Riverhead Police Department. If the Employee uses his/her own automobile in traveling to and from court or government agency offices, any mileage allotment shall be retained by the Employee. If a police vehicle is used, the allotment is turned over to the Department.

D. The Town agrees to pay Employees the I.R.S. mileage rate then in effect. The Town agrees to provide a police unit, if a unit is available.

ARTICLE VII - Bereavement Leave

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

ARTICLE VIII - Overtime and Night Differential

A. All Employees who work in excess of their basic work week or tour of duty [40 hours a week, or eight hours a day] shall be paid overtime compensation at the rate of one and one half times the Employee's regular entitlement.

B. Night differential compensation for an Employee working three regularly scheduled tours, around the clock or a steady night tour shall be paid \$4,300 annually. Effective January 1, 2006, the payment shall be increased to \$4,400 and effective January 1, 2007, to \$4,500. The Sergeant in charge of the CRU/COPE will be eligible for the three tour night differential compensation. An Employee working

two regularly scheduled tours shall be paid \$2,500 annually. Effective January 1, 2006, this shall be increased to \$2,600 and effective January 1, 2007, to \$2,700.

An assigned three shift tour of duty shall consist of one set of days, one set of evenings, and one set of nights. An assigned two shift tour of duty shall consist of one set of days and one set of either evenings or nights.

A uniformed Employee assigned as a relief Sergeant, or assigned standby duty officer (to be deleted effective January 1, 2006), shall be entitled to the same payment as Employees assigned to a three tour around the clock duty chart. This night differential shall be paid semiannually when receiving holiday pay.

This provision shall not be applicable to work performed between 3:00 p.m. and 5:00 p.m. which is part of a regular 8:00 a.m. to 4:00 p.m. or 9:00 a.m. to 5:00 p.m. day tour; or work performed between 6:00 a.m. and 8:00 a.m. which is part of a 6:00 a.m. to 2:00 p.m. or 7:00 a.m. to 3:00 p.m. day tour. This shall be applicable to work performed between 3:00 p.m. and 4:00 p.m. which is part of a 3:00 p.m. to 11:00 p.m. night tour and applicable to work performed between 2:00 p.m. and 4:00 p.m. which is part of a 2:00 p.m. to 10:00 p.m. night tour.

C. In calculating overtime under any provision of this Agreement the longevity part of the base shall be frozen at the December 31, 1978 longevity position. For all overtime at or above the applicable FLSA cap, longevity pay shall be included in the base as required by law.

D. Subject to Town Board meeting dates, the Town shall pay overtime in separate checks on a monthly basis. Effective June 27, 2002, overtime is to be included in a timely submitted biweekly time sheet, and will then be paid in the next biweekly paycheck.

E. For purposes of computing overtime, a 238 day (1904 hours) work year shall be used.

ARTICLE IX – Vacation

- A. The vacation schedule shall be as follows:
- Over two years of service, 17 working days.
 - Over five years of service, 19 working days.
 - Over 10 years of service, 24 working days.
 - Over 15 years of service, 27 working days.
 - Over 21 years of service, 30 working days.

Vacation may carry into the following year a maximum of up to two years of accrual and in no event may the maximum be exceeded. Effective June 27, 2002, in no event shall an Employee earn more vacation time as a unit member than he/she did as a member of another Town bargaining unit.

B. Employees who have major illness or injury while on vacation may use their sick leave for the remainder of the illness and have any remaining vacation time retained, provided proper notice is given and a doctors certificate is presented, or another physician, at the option of the Chief of Police, and, at the expense of the Town examines the Employee and, provided further, that the Chief determines that the illness is bona fide. A major illness shall occur when an Employee is incapacitated or hospitalized for a period of five consecutive days or receives a serious physical injury. An employee shall be credited for any remaining vacation time if the Employee terminates their vacation and continues on sick leave. This paragraph shall be deleted effective June 27, 2002.

C. An employee who chooses not to utilize all of his/her annual vacation allotment may sell back the unused days by filing a written notice with the Chief or his/her designee prior to the 15th day of an even numbered month, in which case those days shall be paid as wages when receiving overtime pay. Payment shall be at straight time based on a 238 day (1904 hours) work year. This election may not exceed three days per month. In no event shall this payment be construed as an increase in base pay.

D. Vacation shall be credited to an Employee for each calendar year on January 1, except in the year of his/her retirement, when vacation will be prorated and credited at the end of each full month worked. In no event shall an Employee be paid for more than 60 vacation days upon retirement.

ARTICLE X - Personal Days

A. An Employee shall be granted four days personal leave per annum for conduct of personal business. Employees may accumulate personal days for three years. Personal business shall be defined as those matters relating to a personal, legal, family, religious or household need which cannot be performed or attended to by the officer during times other than the regularly scheduled tour of duty of the officer. Except in cases of emergency and full mobilization of the Department, as determined by the Chief at his/her sole discretion, or if the Department is unable to fill the resulting vacancy through overtime, all personal leave requests that are submitted seven or more days prior to the requested date shall be granted. If the request for a personal day is submitted less than seven days before the requested day or if another Employee has already been granted the same day off, the request for personal leave shall be granted at the discretion of the Chief or designee.

ARTICLE XI - Longevity Pay

A. Longevity payments shall be based on the present year's salary and the percentages shall be taken therefrom. Employees shall be paid longevity based on the following schedule:

Four percent of the total base pay after 10 years of service.

Six percent of the total base pay after 15 years of service.

Seven percent of the total base pay after 18 years of service.

ARTICLE XII - Excuse from Duties of the SOA's Representatives

A. During the negotiations by the representatives of the SOA and the employer for renewal, or change, of the Agreement, the negotiators for the SOA shall be excused from their duties in the Police

Department, provided such period of negotiations are reasonable and necessary. The negotiators for the SOA shall not exceed four members, exclusive of counsel and stenographer.

B. Members of the SOA or delegates to any bona fide police organization of which the SOA is an associated member, upon approval of the Chief of Police, shall have the right to attend meetings and conventions to which the SOA belongs, in pursuance of their obligations as officers or delegates of the SOA without loss of pay or time and in accordance with requirements of the Audit and Control Bureau of the New York State Comptroller's Office.

ARTICLE XIII - Duty Tours

A. Members of the units shall continue to work the duty chart currently in effect and as issued by the Chief of Police which shall consist of a 238 day (1904 hours) work year.

ARTICLE XIV - Supplemental Death Benefit

A. The Town has adopted Section 360-b of the Retirement and Social Security law providing the supplemental death benefit for Employees who decease while active members of the Police Department. The Town will make a \$10,000 contribution for an Employee who is killed in the line of duty to the Employee's spouse or his/her estate.

ARTICLE XV - Severance and Death Benefits

A. Unused compensatory time, overtime, holiday and vacation pay, sick time and terminal pay shall be paid over to the Employee, the Employee's spouse, or the Employee's estate within 30 days of the Employee's termination of employment because of retirement, resignation or death, except for dismissal for cause. For purposes of computing a day's pay, a 238 day (1904 hours) work year shall be used.

B. Accumulated personal time shall be payable at the time of termination of employment due to death or resignation. There shall be no payment at the time of retirement or dismissal for cause.

C. All benefits available pursuant to this article may be payable in up to 5 installments over 5 years at the Employee's option.

D. 1. Accrued benefits for which payment may be made upon retirement pursuant to this Article shall not be made if the retiring unit member provides the Town with less than four months' notice of his or her intention to retire, unless it is determined upon application of the member to the Town Board that unusual and extenuating circumstances made the giving of a full four months' notice impossible, and provided that an application shall be deemed to be approved if it is not acted upon by the Town Board within 30 days of its submission.

2. If a failure to give at least four months' notice of intent to retire occurs under any of the following circumstances, unusual or extenuating circumstances shall be presumed to exist unless the Town Board is presented with competent evidence to the contrary:

a. When a member has received an offer of employment which is conditioned on acceptance within four months of when the offer was made;

b. When a member or member's wife, husband, son, daughter, father or mother becomes injured, sick or disabled; and

c. When a member is compelled by law to render military service.

3. The above provisions are set forth for the purpose of defining those circumstances under which a presumption of unusual or extenuating circumstances exists and does not constitute an exclusive list of all facts and circumstances which may constitute unusual or extenuating circumstances within the meaning of this provision.

4. The decision of the Town Board that unusual or extenuating circumstances do not exist shall be grievable pursuant to Article XXXIV.

ARTICLE XVI - One Year Final Average Benefits

The Town participates in the 20 year, one-half pay final average annual salary, based on the one year option, non-contributory retirement plans pursuant to the New York State Retirement and Social Security Law. The Town has also adopted the New York State Police Retirement System, Section 384-e, the special 20 year plan with additional 1/60th.

ARTICLE XVII - Non-Conflict Rule

During the term of this Agreement, neither party shall make any rule or regulation in conflict herewith.

ARTICLE XVIII - Working Conditions

- A. Employees shall not be required to wear their hats while in a radio motor patrol car.
- B. All other benefits currently being enjoyed by the Employees, whether by statute, law, ordinance, resolution or precedent, shall continue to be in effect, provided the benefit does not duplicate a similar benefit herein provided.
- C. An Employee shall be compensated for the replacement cost of a personal item or items lost or damaged beyond repair or for the cost to repair a damaged personal item or items, provided the loss or damage is caused without the Employee's negligence and is incurred while the Employee is on duty or actually conducting police business, and further provided, that the item or items are of a nature the Employee would reasonably be expected to have in his/her possession in the course of duty. If an item is replaced depreciation will be deducted from the cost of the replacement.

The personal items covered by the provisions of this section shall be limited to clothing, equipment and accessories actually being worn at the time loss or damage is incurred, or a personal vehicle when parked at or in close proximity to a relieving point, when on duty, and the damage is caused by criminal mischief or vandalism. A motor vehicle shall not be deemed to be operated in the

performance of police business when such vehicle is being driven by an Employee to and from the Employee's home on the Employee's daily work assignment.

The Employee seeking to collect hereunder must prove to the satisfaction of the Chief that the loss was actually incurred. When a claim is submitted, it must be accompanied by a sworn statement that the claim was incurred in the course of the Employee's duties as a police officer, together with an executed claim voucher indicating the items, damage or loss and their approximate original cost, together with the current value, including depreciation, if any. These provisions shall not be applicable for the annual equipment allowance that each Employee receives.

D. No Employee shall be compelled to submit to a polygraph test.

E. In the event that the designated department Executive Officer is a unit member, a Town-owned vehicle will be supplied, maintained and fueled by the Town Board and assigned to the Officer for his/her use.

F. All new patrol vehicles shall be equipped with air conditioning, power windows and power door locks.

ARTICLE XIX - Re-Negotiation

Upon the mutual agreement between the SOA and the Town, during the term of this Agreement, it may be reopened for further negotiations for additional benefits for either the Town or for the Employees.

ARTICLE XX - Clothing and Equipment

A. The Town will provide all Employees with all uniforms and equipment, which shall include, but not be limited to, a handgun.

B. An Employee shall receive an equipment allowance toward the cost of required equipment not furnished by the Police Department and the cleaning of uniforms in the sum of \$1,000 to be paid on December 7th or the first business day following December 7th. This amount shall be increased to \$1,050,

effective January 1, 2006, and \$1,100, effective January 1, 2007. The allowance shall be prorated on a quarterly basis for those who do not work a full year in the position. As long as the Employee works in the position for at least one day in any 3 month period, he/she is entitled to a 1/4 share of the annual allowance.

C. Any Employee assigned to perform duty as a Detective or in plain clothes by order of the Chief for a continuous period of not less than three months shall receive an additional allowance in lieu of clothing on a basis of \$700 per calendar year. This amount shall be increased to \$800, effective January 1, 2003 and \$900, effective January 1, 2004. Such clothing allowance shall be paid by separate check, not inclusive in the Employee's salary, on December 7th or the first business day following December 7th.

ARTICLE XXI - Sick Leave

A. Employees shall accrue sick leave at a rate of one and one-fourth days per month to a total of 15 days per year. Effective June 27, 2002, in no event shall an Employee earn more sick leave as a unit member than he/she did as a member of another Town bargaining unit. Sick leave shall not be accrued by those employees on an unpaid leave of absence, or those employees under suspension for more than 30 consecutive calendar days during the pendency of disciplinary charges.

B. Employees shall be permitted to accrue a maximum of 355 days of unused sick leave and shall be entitled to receive payment for 228 days in full upon retirement based on a 238 day work year and any accumulated sick days exceeding 228 days to 355 days shall be paid at the rate of the average salary over the past three years based on a 238 day work year (1904) hours). However, an Employee may make an election for sick time buy-out under paragraph (C) hereof. This sentence shall be deleted effective June 27, 2002. In order to qualify for this payment, the Employee must have accrued at least 125 sick

days at retirement. The Employee will be deemed to have satisfied this requirement if, at any time during his/her employment, he or she buys out sick leave pursuant to paragraph (C) below.

C. An Employee may elect to reduce the sick time accrued under paragraph (B) by filing a written election with the Town Clerk before September 1st, in the form provided by the Town, for payment to be made in the last week in January of the following year. Buy-out shall be in lots of 10 sick days. No buy-out shall be permitted unless at the time of election the Employee has accumulated at least 125 sick days. Effective June 27, 2002 this sentence shall be revised to read, "The Employee will be deemed to have satisfied this requirement if, any time during his/her employment, he/she previously bought out sick time. The rate of pay shall be calculated at the time of payment; based on a 238 day work year (1904 hours). An Employee having made this election has agreed that the maximum sick leave payable to said employee during his/her employment shall be 228 days at full pay based on a 238 day work year (1904 hours). Any payments made prior to retirement shall be deducted from the gross number of days that may be paid to an Employee at retirement. An Employee who has "bought-out" sick leave during his/her career shall be permitted to reaccumulate sick days to a maximum of three hundred fifty-five 355 days but shall not be permitted to reaccumulate for payment purposes and these additional days representing days already "bought-out" may be taken for sick time purposes only or unless the requested election would reduce the unit member's total number of accrued days to 60 or fewer. Effective June 27, 2002, the 5th, 6th, and 7th sentences shall be revised to read: "An employee who has bought back days may still be paid for unused accumulated sick leave days as follows upon the Employee's retirement: (a) the total number of days bought back shall, for calculation purposes only, be added back into the employee's unused accrued sick leave at the time of retirement; (b) of the 1st 228 total days, to be determined using FIFO (first in, first out) method, those not previously bought back will be paid at full pay based on a 238 day work year (1904 hours) as set forth in Section XXI(B); and (c) of any remaining days exceeding 228

up to but not exceeding 355, those not previously bought back will be paid at the rate of the average salary over the past three years based on a 238 day work year (1904 hours) as set forth in Section XXI(B). The Employee may reaccumulate bought back days for sick leave usage purposes only, provided the Employee does not exceed 355 total sick leave days at any one time.”

D. An Employee who has earned at least 125 days sick leave and who “buys-out” that sick leave will not have to accumulate additional days to again reach one hundred twenty-five (125) days in order to purchase sick time. This paragraph shall be deleted effective June 27, 2002.

E. The Town shall be permitted to require a medical certificate at the Town’s expense for sick leave absences of less than three days duration and at the Employee’s expense for absences of three days duration or longer.

F. Employees absent on sick leave shall notify the ranking officer in charge of the tour prior to two hours before the scheduled tour of duty. The Chief may grant advanced sick leave not to exceed 30 days to an Employee’s account. Notwithstanding the foregoing, the Town, in its sole discretion, may provide additional sick leave over and above the maximum accumulation of 355 working days. Sick leave shall only be considered absence necessitated by actual illness or physical disability.

G. Sick Leave Bonus Plan A \$125.00 dollar bonus shall be paid to each Employee for each calendar quarter when the average pro rata sick time for all Employees equals one day or less per Employee for such quarter. The average shall be based on the sick leave roster which shall be posted at Police Headquarters.

If the criteria in the above paragraph are not met, a \$100.00 dollar bonus shall be paid to each Employee for each calendar quarter the Employee has taken one sick day or less.

H. The Employee may be permitted to use up to five earned sick days due to the serious illness of a spouse where the Employee has exhausted all available personal days.

I. In order to be eligible to receive sick leave on any given day, the employee must, immediately after contacting the Department pursuant to the Department's standard procedure for requesting sick leave, also call the FMLA/Sick Line at 727-3200, x777 and advise that the employee is going to be absent from work that day, as well as whether the employee is requesting FMLA coverage for the absence because of a serious medical condition.

ARTICLE XXII - Annual Physical Examination

All Employees must submit to an annual physical examination by a doctor designated by the Town. Both the Employee and the Town will receive a written report of this examination. Payment for the examination is the responsibility of the Town.

ARTICLE XXIII - Outside Employment

An Employee may engage in security work for an outside entity with the prior notification to the Chief and with a limit of 20 hours or less per calendar week under the following circumstances: (1) the work and/or entity and /or entity's corporate headquarters is located outside the Town; (2) the nature of the employer's business is compatible with and appropriate to the employee's regular police duties (e.g., not an establishment licensed to serve alcohol); and (3) the employee completes and submits to the Chief an affidavit prepared by the Town certifying the prospective employer's name, address and telephone number, the type and nature of the work involved, and that the employee understands and will abide by the provisions of this paragraph. The Chief shall retain the discretion to decide, on a case by case basis, that a particular officer performing this work outside of the Town may carry or use a firearm as part of otherwise approved security work. The Chief's decision shall not be arbitrary or capricious.

ARTICLE XXIV - No Strike Pledge

The SOA for itself and on behalf of its members agrees that there shall be no strike, job action, slowdown, or other interruption of work during the period of the Agreement or at any other time.

ARTICLE XXV - Bill of Rights

A. The wide ranging powers and duties given to the Department and its members involve them in all manner of contacts and relationships with the public. Out of these contacts come many questions concerning the actions of members of the force. These questions often require immediate investigation by Superior Officers. In an effort to ensure that these investigations are conducted in a manner which is conducive to good order and discipline, the following guidelines are promulgated:

1. The interrogation of an Employee shall be at a reasonable hour, preferably when the Employee is on duty, unless the exigencies of the investigation dictate otherwise. Where practicable, interrogations should be scheduled for the daytime.
2. The interrogations shall take place at a location designated by the investigating officer. Usually, it will be at the Police Headquarters or at the place at which the incident allegedly occurred. The Employee may be represented by counsel at all times if he/she makes such a request.
3. The Employee shall be informed of the nature of the investigation before any interrogation commences, including the name of the complainant, although the address of any complainant and/or witness need not be disclosed. If it is known that the Employee being interrogated is a witness only, the Employee should be so informed at the initial contact.
4. The questioning shall not be unduly long. Reasonable respites shall be allowed. Times shall also be provided for personal necessities, meals, telephone calls and rest periods as are reasonable necessary.
5. The Employee shall not be threatened with dismissal or other disciplinary punishment. No promises of reward shall be made as an inducement to answering questions.
6. The complete interrogation of the Employee shall be recorded mechanically or by a stenographer if requested by the Employee. When the proceedings are recorded, (all recesses called

during the questioning shall be recorded) the Employee shall be entitled to examine, and make a copy (at the Employee's expense) of the transcript of such stenographic record within a reasonable time after the interrogation, if request therefore be made in writing to the Town.

7. If an Employee is under arrest or is likely to be, that is, if he/she is a suspect or the target of a criminal investigation, he/she shall be apprised of his/her constitutional rights, which are that the Employee must, prior to the interrogation, be informed that he/she has the right to remain silent, and that anything he/she says can and will be used against him/her in court; that he/she must be informed that he/she has the right to consult with counsel and to have counsel with him/her during interrogation.

8. In all other cases, there is no obligation, legal or otherwise, on the Department to provide an opportunity for an Employee to consult with counsel or anyone else when questioned by a superior officer about his/her employment or matters relevant to his/her continuing fitness for police service. Nevertheless, in the interest of maintaining the usually high morale of the force, the Town may (but need not) afford an opportunity for an Employee, if he/she so requests, to consult with counsel before being questioned concerning a serious violation of the Rules and Regulations of the Town of Riverhead Police Department, provided the interrogation is not unduly delayed. In no event shall the interrogation be postponed for the purpose of consulting with counsel past 10:00 a.m. of the day following the notification of interrogation. Counsel, if available, may be present during the interrogation of an Employee. Requests to consult with counsel in connection with minor violations will be denied unless sufficient reasons are advanced to support such requests. Unless otherwise expressly provided herein, all counsel fees and other expenses incurred by an Employee shall be paid by the Employee and may not be recovered from the Town.

ARTICLE XXVI - Legislative Action Requirement

IT IS AGREED BY AND BETWEEN THE PARTIES HERETO THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN ITS APPROVAL.

ARTICLE XXVII - Binding Effect

This Agreement shall be effective for the period from January 1, 2005 through December 31, 2007.

ARTICLE XXVIII - Partial Invalidity

If any provision of this Agreement shall be held to be invalid or unenforceable by a court of competent jurisdiction, all other provisions of same shall, nevertheless, continue in full force and effect.

ARTICLE XXIX - Vests

Each Employee shall be provided a bulletproof vest for use on duty. Any Employee who does not wish to wear the vest while on duty shall supply a sworn, written release executed by the Employee and his or her spouse releasing the Town from any and all liability that may result from the Employee's failure to wear the vest. However, the release shall not eliminate any and all coverage for injury or death as may be provided by this contract or laws and statute.

ARTICLE XXX - Deferred Compensation Plan

As per Town Board Resolution #193 as approved March 5, 1985, and to the extent permitted by the U.S. Internal Revenue Code and the New York State Income Tax Laws, Employees may elect to participate in the Town of Riverhead Deferred Compensation Plan.

ARTICLE XXXI - Educational Incentive

An Employee who earns his/her bachelor's degree while a member of the SOA unit will receive a yearly stipend of two percent of base pay. An Employee who earns a post graduate degree while a member of the SOA unit will receive a yearly stipend of one percent of base pay. No stipend will be granted for degrees earned prior to employment with the Town. All degrees, in order to be recognized, must be in the field of Police Science or Law and must be received from an accredited university or college. Payment of the education stipend will be made along with the December payment of Holiday Pay.

ARTICLE XXXII - Salaries

The salaries for the following Employees for the period January 1, 2005 through December 31, 2007 shall be as follows:

SALARY SCHEDULE

	<u>JANUARY 1, 2005</u>	<u>JANUARY 1, 2006</u>	<u>JANUARY 1, 2007</u>
Sergeant	\$ 99,157	\$103,123	\$107,248
Det. Sergeant	\$101,657	\$105,723	\$109,952
Lieutenant	\$106,598	\$110,862	\$115,296

ARTICLE XXXIII - Drugs and Alcohol

A. The use of illegal controlled substances or alcohol by employees adversely affects the Town's ability to safely deliver services, impairs the efficiency of the work force, endangers the safety of Employees and the public, and undermines public trust. Therefore, the use, sale, distribution, or possession of illegal controlled substances or alcohol by any Employee while on duty is prohibited. In addition, Employees are prohibited from being under the influence of illegal controlled substances or

alcohol while on duty. Employees in violation of this policy are subject to disciplinary action, up to and including discharge.

B. Unless otherwise noted, all discipline under this policy shall be in accordance with applicable provisions of law.

C. Any Employee who refuses to submit to testing or who refuses to cooperate with the testing procedures may be subject to discipline, including discharge. Attempts to alter or substitute the testing specimen will be deemed a refusal to take the test.

D. The procedures and provision of Article XXV (Bill of Rights) are specifically applicable to this Policy and Procedure.

E. TESTING

1. Employees shall be subject to urinalysis testing based upon a reasonable suspicion of illegal controlled substance or alcohol use.

a. The order to submit to testing must be justified by a reasonable suspicion that the Employee is or may be under the influence of illegal controlled substances or alcohol while on duty, or is engaging in the use, sale, distribution, or possession of illegal controlled substances or alcohol while on duty.

b. While the "reasonable suspicion" standard does not lend itself to precise definition or mechanical application, vague or unparticularized or unspecified or rudimentary hunches or intuitive feelings do not meet the standard.

c. Reasonable suspicion is the quantum of knowledge sufficient to induce an ordinarily prudent and cautious person to act under the circumstances. Reasonable suspicion must be directed at a specific person and be based on specific and articulable facts and the logical inferences and deductions that can be drawn from those facts.

- d. Reasonable suspicion may be based, among other things, on the following:
- i. Observable phenomena, such as direct observation of drug or alcohol use or possession and/or physical symptoms of being under the influence of drugs or alcohol; or
 - ii. A pattern of unusual or abnormal conduct or erratic behavior (e.g. excessive absenteeism, lateness or early leaves); or
 - iii. Arrest or conviction for a drug-related offense, or the identification of an Employee as the focus of a criminal investigation into illegal drug possession, use, or trafficking; or
 - iv. Information provided by a reliable and credible source; or
 - v. Newly discovered evidence that the Employee has tampered with a previous drug or alcohol test.

e. It is intended that where a decision is made to test, the Employee will be given a direct order to submit to the test and the SOA shall be notified of such order. The test shall be conducted immediately thereafter. The Employee shall be given a brief verbal statement of the basis for reasonable suspicion.

f. Where reasonable suspicion is based on information provided by a confidential informant, defined as an employee or agent of a governmental law enforcement agency or the employee's department, the identity of the source need not be disclosed, except for the name of the governmental law enforcement agency involved, if any. The Town shall not be required to identify a confidential informant in any proceeding, nor can evidence supplied by a confidential informant be suppressed because of a refusal to identify the name of the source.

g. The parties agree to continue their negotiations over the procedures that will be utilized to implement their agreement to adopt a random drug testing policy. In the event that the parties are unable to reach an agreement on those procedures within 30 calendar days following the complete

ratification and approval of this Agreement, they will proceed immediately to binding arbitration over the issue before a mutually agreed upon arbitrator or, if they cannot agree upon an arbitrator, one selected pursuant to PERB's interest arbitration rules and procedures. The parties agree that the Town's submission to arbitration shall not include a request for random alcohol testing.

F. TEST PROCEDURES

1. Insofar as practical, the sample collection process shall be confidential with due regard for the dignity and privacy of the Employee. There shall be no direct observation of giving of urine specimens, unless there is reason to believe that the specimen may be tampered with, in which event direct observations shall be made by a person of the same gender as the Employee giving the specimen.

2. Specimens shall be collected under the supervision of a monitor designated by the Town. The monitor shall mark and seal the specimen to preserve its chain of custody; thereafter, the specimen shall be transported to the testing laboratory in a manner which shall insure its integrity and chain of custody. The laboratory selected to perform testing shall be certified by the National Institute on Drug Abuse (NIDA) of the Department of Health and Human Services.

3. Initial urinalysis testing shall be conducted by means of an enzyme multiplied immunoassay test (EMIT). All specimens identified as positive on the initial test shall be confirmed using a gas chromatography/mass spectrometry test (GC/MS). The laboratory shall report as negative all specimens which are negative on either the initial test or the confirmatory test. Only specimens which test positive on both the initial test and the confirmatory test shall be reported as positive. Copies of results shall be sent to the Town and the Employee. All tests conducted pursuant to this procedure will be paid for by the Town.

4. In the event the test procedures reveal the presence of illegal controlled substances or their metabolites or alcohol, the Employee may be subjected to discipline, including discharge.

However, in the first instance of such positive drug or alcohol test, any disciplinary charges may be suspended in the Town's sole discretion if the Employee agrees in writing to complete counseling and treatment on his/her own time for the illegal controlled substance use or alcohol use in a program jointly agreed to by the Town and the SOA. The Employee shall agree, as a condition to the suspension of the disciplinary charges, that if he or she fails to attend or complete the program, he or she shall be deemed to have resigned from employment. The Employee shall also agree, as a condition to the suspension of the disciplinary charges or penalty, that for a period of one year following the completion of treatment, he or she shall be subject to periodic random testing for illegal controlled substances and/or alcohol, and that, if he or she completes counseling and treatment but tests positive for illegal controlled substances or alcohol during such one year period, the Town may reinstitute the suspended charges, in addition to preferring new charges. Upon completion of treatment, as outlined above, and the one year period, the original disciplinary charges or penalty shall be considered resolved. The record of the charges and their resolution (the charges, the answer and the stipulation) shall remain in the Employee's file unless the parties otherwise agree. The parties agree to continue their negotiations over the procedures that will be utilized to implement their agreement to adopt a random drug testing policy. In the event that the parties are unable to reach an agreement on those procedures within 30 calendar days following June 27, 2002, they will proceed immediately to binding arbitration over the issue before a mutually agreed upon arbitrator or, if they cannot agree upon an arbitrator, one selected pursuant to PERB's interest arbitration rules and procedures.

ARTICLE XXXIV - Random Drug and Alcohol Testing

A. Policy: It is the policy of the Town to detect and deter the abuse of alcohol, the use and possession of illegal drugs and the abuse of prescription drugs in the work place. The parties recognize that the use and possession of such substances constitutes a serious threat to the health and safety of all

employees and members of the public. Accordingly, the purpose of this Article is to formalize a Town policy that prohibits the use, possession, sale, delivery or being under the influence of illegal substances and/or drugs and/or alcohol while on duty. Any disputes regarding the interpretation of this Article, as distinguished from whether the Article has been correctly applied to a particular member(s), shall be heard by Arbitrator Marlene Gold.

B. Definitions

1. The term "Drug" shall include controlled substances as defined in Section 220.00(5) of the Penal Law, State of New York, steroids and marijuana, as defined in Section 220.00(6).
2. The term "Drug Abuse" shall include the use of a controlled substance or marijuana, which has not been legally prescribed and/or dispensed, and the improper or excessive use of a legally prescribed drug as determined by the Medical Review Officer designated by the Town.
3. The term "Alcohol Abuse" shall be a test result of 0.04 or greater.
4. Random Employee Selection Sheet: A computer-generated list of randomly selected Town members identified by employee I.D. numbers.
5. Computer Control Sheet: A computer generated list of all SOA unit members contained within the random drug/alcohol test data base.

C. Procedure

1. Unit members shall be subject to random drug and alcohol testing. A member may not be required to submit to testing more than one time every two months. The member(s) picked will report for testing upon notification if on duty, or on their next working shift.
2. Whenever members obtain information or suspect that another member may be abusing drugs or alcohol, they shall immediately notify the Chief.

3. Refusal to submit. The refusal by a member to submit to a drug or alcohol test or the adulteration of such test by the member pursuant to the provisions of this order may result in immediate suspension and subsequent disciplinary action which may include dismissal from the Town.

4. Testing Procedures. The following procedures shall apply to all random drug and alcohol tests unless otherwise superseded by this Agreement.

a. Every reasonable effort will be made to maintain employee confidentiality.

In order to insure confidentiality and the integrity of the tests, samples will only be taken at the test location by the authorized medical staff. Sample taking will not be conducted, or otherwise interfered with by the Town or any representative of the member. Samples will never be handled or tampered with by the Town or any representative of the member. Samples will not be released to anyone, except as authorized in this policy or as required by law, without the individual written consent of the member.

b. Each member being tested shall present his or her shield and identification card at the test location to ensure proper identification.

c. Each member being tested may consult with and be accompanied by a SOA representative, who may confer with and advise the member before and after the collection process, but shall not participate in or interfere with the process in any way. The representative shall be given reasonable advance notice of when such testing will occur so that he or she may attend. However, the collection process shall not be delayed because the representative is unavailable.

d. Selection of members to be selected on a random basis shall be performed by a computer program which will randomly select the employee number of those to be tested. The random selection of a member will not result in that member's employee number being removed from such selection process.

e. The selection will be made by a laboratory licensed or certified by SAMHSA, HHS. The President of the SOA shall be provided with a copy of all Random Selection Sheets sent to the Town by the laboratory that are used to select members for testing.

f. The selection process shall not be delayed due to the unavailability of the SOA representative.

g. A member selected will be notified and ordered to report for testing. Members will not be given any advance notice of randomly scheduled tests. The SOA President will be permitted to review the list of members selected for testing and the computer control sheet after all selected members have been tested.

h. Members will not be recalled to duty for random testing on their regularly scheduled days off or if the member is on authorized leave.

i. All random employee selection sheets and corresponding computer control sheets will be maintained in the office of the Chief.

j. A member will be exempt from a drug test if at the time of selection for that particular test he or she is unavailable due to (i) vacation, (ii) injury, (iii) sickness, (iv) military leave, (v) bereavement leave; (vi) personal leave, (vii) jury duty or (viii) the member having notified the Department that he/she has requested admission, but has not yet been admitted to, the Employee Assistance Program.

k. All testing pursuant to this Agreement including, but not limited to, screening or initial testing and confirmatory testing shall be performed in compliance with the collection, testing and other requirements promulgated by the U.S. Department of Transportation, Federal Highway Administration.

l. The laboratory administering the test shall assure that the appropriate chain of custody is established in order to verify the identity of each sample being tested.

5. Random Drug Testing Procedures

a. There shall be no direct observation of the giving of the urine sample unless there is reason to believe that the sample may be tampered with, in which event direct observation by an authorized individual of the medical staff is permitted. This individual shall be a person of the same gender as the member providing the sample.

b. Testing shall be performed by a laboratory licensed or certified by SAMHSA, HHS. Two separate containers supplied by the testing lab shall be prepared by each member being tested. Each container shall have a code number and date of collection affixed. The specimen shall be divided into two samples at the time of collection and shall be sealed and initialed in the presence of the member.

c. Prior to testing, each member shall list all medications ingested during the preceding 10 days. The member may also list any supplements, vitamins, herbs, foods or other products ingested during that same period. The list shall be sealed in an envelope and the employee's name and date will be written on the outside. If the test results are negative, the envelope will remain sealed and be destroyed in the presence of the SOA President or designee.

d. Initial drug screening will be by the Enzyme Multiple Immunoassay Testing (EMIT). No sample will be further tested upon a negative screening for controlled substances or marijuana. After a negative screening, the sample will be destroyed.

e. Each and every positive EMIT test will be confirmed using Gas Chromatography Mass Spectrometry test (GCMS). Only if confirmed by GCMS will a test result in a

positive report. In order to be defined as a "positive" result, the initial and/or confirmatory test levels must be at or above those set forth in the applicable federal D.O.T. guidelines.

6. Random Alcohol Testing Procedures

- a. The equipment to be utilized must, at all relevant times, be an approved Evidentiary Breath Testing device (EBT) listed on the National Highway Safety Administration's "Conforming Products List of Evidential Breath Measurement Devices."
- b. Any alcohol testing equipment utilized pursuant to paragraph one (a) above shall, at all times, be accuracy tested, cleaned and in all respects tested and maintained in accordance with the quality assurance plan promulgated by the manufacturer of the equipment. Any alcohol testing equipment utilized shall immediately be accuracy tested following any positive test result.
- c. Any alcohol testing under this Agreement will only be administered by technicians with valid training certifications from the manufacturer or a certified Breath Alcohol Technician (BAT) trainer which shall be in accordance with Department of Transportation (DOT) Regulations.
- d. No SOA unit member will be ordered to administer, observe or otherwise assist in any way in alcohol testing pursuant to this Agreement.
- e. The parties agree that random alcohol testing shall only be performed simultaneously with, and upon the same individuals selected for, random drug testing pursuant to the Collective Bargaining Agreement. Nothing contained herein in any way modifies the Town's right to undertake appropriate disciplinary action and/or to seek termination for a first or subsequent offense with regard to such a positive test result.
- f. Initial alcohol screening shall be conducted by a breath alcohol technician using an individually-sealed mouthpiece opened and attached to the Evidentiary Breath Testing device

("EBT"). The member will be asked to blow forcefully into the mouthpiece for at least six seconds, or until the EBT indicates that an adequate amount of breath has been obtained. If the member states that he/she does not have sufficient air capacity, he/she shall be sent immediately for a medical evaluation for verification of the claim. Absence of verification shall be considered a refusal. If the result of the screening is an alcohol concentration of greater than 0.04, a confirmation test will be performed between 15 and 20 minutes after the completion of the screening test. Prior to the confirmation test, the EBT will be cleaned and a new mouthpiece will be used. If the first test result is negative, no further testing will be performed. If the confirmation test is negative, the entire test will be deemed negative, and a negative test result will be reported. Samples will be destroyed.

7. Results of Tests

a. Members who are tested will be notified of the results of all drug/alcohol tests and provided a copy of the corresponding test results, as they become available, at no cost to the member as they become available. If the member has a drug and alcohol test and intends on introducing the results of such test at his/her disciplinary hearing, the Town will be provided with a copy of the results of the test at no cost and at least 30 days prior to the hearing.

b. Any member whose test results in a positive report may, within five business days of receiving notification of such result, request in writing to the Chief that the second sample be made available for retesting at the licensed/certified laboratory from a list of such laboratories supplied by the Town. The Town will be responsible for all costs and expenses in connection with the retesting. If the retesting results in a negative report, the test will be deemed negative and all samples will be destroyed.

8. Confidentiality: The test results and/or other records released are to be used solely by the Town to carry out its obligations under the drug and alcohol testing policy, administering the

contractual procedures, taking appropriate disciplinary action, or where the release is authorized or required by law. For the purpose of administering the policy, they may only be assessed by a Town employee if designated for that purpose, the Chief, and the attorney for the Town, and/or their designated medical experts, or others authorized by the attorney for the Town for the purpose of presenting evidence in disciplinary matters. If release of these records to others is authorized or required by law, the Town shall, as soon as practicable but not later than the three business days before the date of actual release, except where otherwise not possible, provide notification to the member or, if not available, to the SOA president (or designee) listing the records (to be) released and to whom the records were (to be) released.

9. Positive Test Results

a. Generally

i. All positive test results will be reviewed and verified by a qualified Medical Review Officer (MRO) or Substance Abuse professional (SAP) ("MRO"), whichever is applicable, designated by the Town, but who shall not be a Town employee. The Medical Review Officer shall examine alternate medical explanations for a positive test result. Pursuant to this responsibility, he/she may conduct a medical interview with the member, who may be accompanied to the interview by an attorney and/or SOA representative, review the member's medical history or review any other relevant biomedical factors. If the MRO objects, the attorney may not sit in during the interview. In such a case, the member may stop the interview at any time for the purpose of consulting the attorney provided that no unreasonable delay results in conducting or continuing the interview. If the member provides appropriate documentation and/or the MRO determines that there is a legitimate medical use of the prohibited drug or alcohol, or an alternate medical explanation exists, then the test results are reported as negative. A negative test result is not reviewable by the Town.

ii. The employee may challenge the basis for, and validity of the testing as part of the applicable due process hearing procedures, if any, rather than through the grievance and arbitration procedure.

b. Positive Alcohol Test

i. Employees, who test positive for the use of alcohol, after being interviewed by the BAT, shall be relieved of duty.

a. If the BAC test result is less than .08, but .04 or greater, then the non-probationary employee shall be suspended without pay for five working days.

b. If the employee has a BAC of .08 or greater, or has a second positive alcohol test (including a second BAC test result of .08 or greater), then the employee shall be suspended without pay for 30 calendar days and directly referred to and immediately enrolled in an Employee Assistance Program. The employee shall fully and satisfactorily participate in any drug and/or alcohol abuse treatment plan specified by the EAP and shall not return to work or be restored to the payroll until he/she has fully and satisfactorily completed the course of treatment. The employee may utilize his/her accruals during any period of time suspended without pay and/or while enrolled in the EAP. In addition, the employee shall fully execute a consent form to be provided by the Town as a condition of the Town's willingness not to proceed immediately to a disciplinary hearing against the employee. If the employee ever revokes his/her consent, or refuses to fully execute subsequent consent forms deemed necessary by the Town in order for it to satisfactorily confirm the employee's full and satisfactory compliance with this Agreement, then the Town shall have the right, upon prior written notice to the employee, to immediately proceed to terminate the employee's employment, subject to any applicable due process disciplinary hearing procedures. In this event, the employee hereby waives any and all rights he/she might otherwise have pursuant to any applicable law, rule, regulation or contract provision to

assert the applicable statute(s) of limitation, to which the employee might otherwise be entitled relating to the termination of his/her employment.

c. If the employee has a third positive alcohol test, or is a probationary employee, the employee shall be dismissed from employment, subject to any applicable due process disciplinary hearing procedures.

ii. The employee may be restored to the payroll for any period of time not covered by a suspension without pay and during which he/she has not been approved by the SAP to return to work, unless the delay is the fault of the employee.

iii. Any test result with a blood alcohol concentration below .04 shall constitute and be reported as a negative test. Said result will not be reflected, in any respect, in any Personnel or other Departmental file.

iv. The penalties set forth in this Agreement pertain only to positive alcohol tests and are separate and distinct from penalties which may be imposed as a result of a positive drug test or other bases for discipline.

v. Any employee who tests positive for alcohol shall be required to submit to and pass a return to work alcohol test before returning to duty. This test shall be administered as soon as practical upon the employee's return to work and shall be performed in conformity with the guidelines established in this Agreement. If the employee test positive on a return to work alcohol test, the positive result shall constitute an additional offense under this Agreement.

c. Positive Drug Test

i. Members who test positive for the use of drugs, after being interviewed by the MRO shall be relieved of duty. The Town retains the right to discipline a member who tests positive for drug use up to and including dismissal. In the sole discretion of the Town,

members who test positive for the use of drugs who do not have a history of drug abuse may be referred to the EAP.

ii. Discipline For Positive Test Results: Subject to the restrictions of this policy, the Town has the right to discipline members who test positive for drug use.

10. Voluntary treatment: Members may voluntarily seek treatment at any time before he/she reports to the laboratory for testing. Members who voluntarily seek treatment for substance abuse under the auspices of the EAP shall immediately notify the EAP of their desire to participate in the program. The member and the representative of the EAP shall meet as soon as possible for purposes of discussion on entrance into the program. Any member who has voluntarily sought treatment shall not be subject to any disciplinary action for that reason.

D. EMPLOYEE ASSISTANCE PLAN

1. Policy Statement: The Employee Assistance Program is provided within the following framework:

a. All records pertaining to the Employee Assistance Program will be kept confidential. No information obtained from or about a member as a result of his or her participation in the Program shall be made available to be used for any purpose unless a "Consent to Release Information" form has been signed by the member and acknowledged. The member must execute all such forms provided by the Town.

b. The Town assures that the decision to seek or not seek assistance through the Employee Assistance program will in no way be detrimental to a member's job security or advancement opportunities.

c. The Town's sole interest in personal concerns is strictly limited to the effect of the problems on a member's work performance standards.

- d. It is the responsibility of the member to meet acceptable work performance standards.
- e. It is the responsibility of the member's supervisors to implement this Policy by advising the member of situations in which they have reason to believe that a referral to an EAP may be appropriate to address issues of concern to the Town. This Program will not be used for disciplinary action of any kind against the member.
- f. Sick leave or salary continuance will be provided in accordance with the existing collective bargaining agreement between the Town and the SOA.

ARTICLE XXXV - Grievance Procedure

A. General Principles

- 1. Time limits set forth herein may be extended or diminished only by mutual, written agreement of all parties concerned.
- 2. Failure at any level of the grievance procedure to communicate a decision to the aggrieved party or his/her representative within the specified time limit shall permit the lodging of an appeal at the next level of the procedure within the time that would have been allotted had the decision been communicated by the final day.
- 3. If a grievance is sustained, the remedy shall not exceed or cover more than 30 calendar days before the date on which the grievance was filed.

B. Grievance Procedure

- 1. A "grievance" shall be defined as any alleged violation of a specific provision of this Agreement, excluding all matters including disputes concerning line of duty injured status of Employees.

2. All Grievances must be filed as outlined below within thirty calendar days from the date on which the event or condition constituting the grievance occurred, or the date on which the grievant knew or reasonably should have known of the event or condition, whichever is later.

3. There shall be four procedural steps as follows:

a. First Step: The first procedural step shall consist of the Employee's presentation of the grievance in writing to his/her immediate supervisor. A written decision or determination thereon shall be made by the immediate supervisor within ten calendar days from the time of submission. A copy of the decision shall be mailed to the aggrieved Employee, the SOA and the Chief.

b. Second Step:

i. If the Employee is not satisfied with the decision at Step 1, he/she may appeal the grievance to the Chief by written notice within ten calendar days from the date of the decision at Step 1.

ii. Within ten calendar days after receipt of the appeal, the Chief shall render a decision. A copy of the decision shall be mailed to the aggrieved Employee and the SOA.

c. Third Step:

i. If the Employee or the SOA is not satisfied with the decision at Step 2, either or both may submit the grievance in writing to the Town Board within ten calendar days of the date of the decision at Step 2.

ii. Within fifteen calendar days after receipt of the appeal, or at its next regularly scheduled meeting, whichever is later, the Town Board shall consider the grievance in Executive Session. The Board may hold a hearing if it believes it is necessary.

iii. Within seven calendar days after it has completed its consideration of the grievance, the Town Board shall render a written decision on the grievance. A copy of the decision shall be mailed to the aggrieved Employee, the SOA and the Chief.

d. Fourth Step:

1. Only the SOA or the Town can submit an alleged grievance to binding arbitration.
2. The filing for arbitration must be done by means of a written notice to the Town of intention to proceed to arbitration within fifteen full working days from the date that the decision of the Town Board is received by the SOA
3. In the event that the parties are unable to agree upon the designation of an Arbitrator, within fifteen calendar days after the notice of intention to proceed to arbitration is received by the Town, an Arbitrator shall be appointed from a list(s) provided by the American Arbitration Association pursuant to its Voluntary Labor Arbitration Rules.
4. The Arbitrator shall be limited to the terms and conditions set forth in this Agreement, and shall have no power to add to, delete from or otherwise modify any of its terms.
5. The fees and expenses of the American Arbitration Association and the Arbitrator shall be borne equally by the Town and the SOA
6. The election to proceed under this Agreement's Grievance Procedure to Arbitration shall act as a waiver of that party's right to seek a remedy in any other forum.

ARTICLE XXXVI - Probationary Period

Employees promoted to sergeant shall serve a nine month probationary period.

ARTICLE XXXVII - Jury Duty

The first three days in the year shall be with full pay. All time taken thereafter shall be charged against accrued leave time.

ARTICLE XXXVIII -GML 207-C

A. Accrued leave time shall be used during the first five days of any absence, unless the Town decides not to controvert the employee's claim. If GML 207-c status is awarded to the employee, or if Workers' Compensation awards the Town reimbursement for any or all of these five days, then the day(s) shall be reccredited to the employee and the Town shall provide written confirmation to the employee of the reccrediting within 30 calendar days of notice to the Town of the award of GML 207-c benefits or Worker's Compensation for the period in issue, unless an appeal is taken from the Workers' Compensation decision.

B. GENERAL MUNICIPAL LAW SECTION 207-c PROCEDURE

1. PURPOSE: This procedure is intended to regulate the application for, and the award and/or termination of, benefits under Section 207-c of the General Municipal Law ("GML 207-c"). It shall operate as a waiver of any other procedural rights the SOA and/or its Members may have pursuant to GML 207-c, including the right to utilize any other forum to seek redress regarding the subject matter set forth herein. Any future changes enacted by the State in the provisions of GML 207-c that conflict with an explicit provision of this procedure shall supersede the preexisting provision.

2. APPLICATION FOR BENEFITS

a. A member shall continue to be required, as per existing Department rules, procedures, orders, etc. ("rules"), to timely notify the Department of any injury, illness or sickness ("injury") allegedly occurring in or as the result of the performance of the member's duties and which necessitates medical or other lawful remedial treatment ("GML 207-c disability"). The notification

("application") shall be made on the attached form. The Member shall, along with the application for GML 207-c benefits, complete, sign and submit to the Town any medical release forms requested by the Town.

b. An application shall be deemed "untimely" unless it is filed on a timely basis in accordance with the rules and this procedure.

c. Members shall, within two weeks of the occurrence, report to the Chief or designee any sickness or injury to themselves no matter how slight. A member's failure to comply with these reporting obligations shall result in the denial of an application for benefits under this procedure unless these requirements cannot be met due to (i) the Member's physical or mental incapacity; (ii) an unforeseeable emergency; or (iii) any other situation which the Chief, in his sole discretion, finds acceptable.

3. INITIAL APPLICATIONS FOR GML 207-C BENEFITS

a. The Chief or designee ("the Chief") shall have exclusive authority to initially determine the applicant's eligibility for benefits under GML 207-c. The Chief shall have the authority to conduct a full investigation of the facts concerning the application.

b. After the filing of the application, the Member shall submit to one or more medical examinations as provided by law. This shall include, but not be limited to, promptly forwarding to the Town Attorney's Office and Accounting Office and designated physician all reports, data, records and other information related to the Member's injury. The Member and health provider shall cooperate fully with the designated physician. Failure to cooperate may result in information being excluded as specified in paragraph 4 of this Section.

c. Any reports submitted by the employee's or Department's health provider shall include the following information: (a) the exact date(s) that the health provider examined the

member regarding the injury, (b) an explanation of what the examination consisted; (c) diagnosis, (d) causation, and the basis for that belief; (e) treatment modalities; (f) what duties, if any, the member cannot perform, and for how long; and (g) whether any or all of the duties the member cannot perform could be performed with an accommodations(s) and, if so, what the accommodation(s) is (are). The failure to provide information specified in this paragraph may result in the health provider's report being disregarded by the Town or by the Arbitrator.

d. The Town shall render a written decision on the application for benefits within 60 calendar days after receipt of the application specified above. A copy of the decision shall be mailed to the Member by regular and certified mail, return receipt requested, at the address specified in the application. A copy shall also be delivered to the Accounting and Town Attorney's Offices and a copy shall also be delivered to the SOA President. The failure to issue a decision in accordance with these time limits shall result in the member being placed on 207-c benefits.

e. While a decision on an application is pending, time off alleged to be attributable to the injury giving rise to the claim for GML 207-c benefits shall be charged based on the Department's initial determination.

f. If the decision is that the member is eligible for GML 207-c benefits, then the Member shall be so categorized and pursuant thereto any time off taken due to such injury or sickness shall be charged to GML 207-c leave, subject to the provision of Section V below. The Member's GML 207-c benefits shall continue so long as the member remains eligible.

g. In the event the member is not satisfied with the Town's decision and wishes to appeal it, the Member shall file with the Town within 30 days of receipt of the decision a written demand for arbitration on the GML 207-c claim. The parties to the arbitration shall be the Town and the Member. There shall be a single arbitrator ("the arbitrator"), who shall be selected in accordance

with the AAA's Voluntary Labor Arbitration rules. All costs billed by the arbitrator shall be borne equally by the Town and the Member. All other costs shall be paid by the party incurring them; e.g., witnesses, exhibits, transcripts, etc.

h. The Arbitrator shall have the authority to decide, whether the Town's denial of the claim of entitlement to GML 207-c benefits was arbitrary and capricious. He or she shall have authority to consider and decide all allegations and defenses made with regard to the GML 207-c claim. In the event of a dispute between the parties as to the nature of the proceeding, the Arbitrator shall first decide whether the proceeding represents an issue of an applicant's initial entitlement to GML 207-c benefits or whether the proceeding presents a different issue that should be decided in a different proceeding, as outlined below.

i. The Arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this procedure, the Collective Bargaining Agreement and the rules. The Arbitrator shall have no authority to make a decision on any issue not submitted or raised by the parties.

j. The decision and award of the Arbitrator shall be final and binding on the parties.

4. REPORTS

a. An employee determined to be entitled to disability benefits will advise the Chief in writing of any change in his or her status (e.g., any improvement in physical or mental condition during the disability) but in no event less than once per month.

b. Such reports must be filed by the unit member with the Chief, or his designee, in person unless it is medically impracticable for the unit member to do so.

c. Such reports shall set forth: (a) the status of the injury; (b) the name of any doctor or other medical personnel who examined or treated the employee during the period being reported

upon; (c) the treatment prescribed; (d) the estimated length or the recovery period; (e) whether the employee is capable of performing any work for the Department despite his/her injury.

5. ALLEGED RECURRENCE OR AGGRAVATION OF PRIOR INJURY

a. In the event that the member or the Department alleges that an injury is a recurrence or aggravation of a prior injury, the procedures set forth in Section 3 shall be implemented.

b. The Member shall submit to the Town Attorney's Office and Accounting Office any previously unsubmitted health provider(s) report(s) upon which the member intends to rely at the hearing immediately upon receiving same from the health provider. Likewise, the Town shall submit to the member any previously unsubmitted health provider(s) report(s) upon which the Town intends to rely at the hearing immediately upon receiving same from the health provider. If such a relationship is found between the alleged recurrence or aggravation and a prior injury, and the prior injury was designated by the Town as a GML 207-c injury, then the application shall be granted, provided the Arbitrator otherwise finds the member entitled to GML 207-c benefits as set forth in Section 2 (10,116). If no such relationship is found, then the claim shall be treated as an initial injury and the matter shall be processed pursuant to Section 3 above.

6. TERMINATION OF BENEFITS/RETURN TO DUTY

a. The Town may review cases of Members receiving GML 207-c benefits for the purpose of determining whether the Member continues to be entitled to those benefits and in furtherance thereof may take such action as is appropriate under the law.

b. Any Member who is receiving benefits under GML 207-c continues to be subject to rules and regulations of the Department.

c. Upon receipt of a certification from the Town designated physician that a Member is able to perform some or all of the duties of his or her position, or upon receiving information

wherein the Department asserts the Member is no longer eligible for GML 207-c benefits, the Town may notify the Member of same. The Town shall notify the member by serving a written notice of proposed termination, setting forth the effective date thereof and a copy of the physician's certification, upon the Member by regular mail and certified mail, return receipt requested and a copy shall also be delivered to the SOA President. The effective date may be no sooner than 48 hours after notification. A copy shall also be delivered to the Accounting Department and the Town Attorney.

d. The Member shall submit to the Town Attorney's Office and Accounting Office any previously unsubmitted health provider(s) report(s) upon which the Member intends to rely at the hearing immediately upon receiving same from the health provider. Likewise, the Town shall submit to the member any previously unsubmitted health provider(s) report(s) upon which the Town intends to rely at the hearing immediately upon receiving same from the health provider. If more than 60 calendar days elapse from the effective date of the Town's notification to the Member and the final resolution of the dispute, any time in excess of the 60 day period shall be charged against the Member's accrued leave time period; except that, if the employee in good faith indicates that he/she is ready, willing and able to go forward on a day or days agreed upon by the arbitrator and counsel for the employee and Town and, in fact, goes forward and presents his/her case within that 60 day period, or a scheduled arbitration hearing is adjourned at the request of the Town or the arbitrator, then the 60 day period shall be extended to 90 days. In the event that the Member's GML 207-c status is confirmed when the matter is finally resolved, any leave time used as a result of this provision shall be recredited to the member. If the Member disagrees with the Town determination, he or she shall commence an appeal pursuant to the procedures outlined in Section 3 (g). While pending the Member shall remain a GML 207-c status.

7. OTHER PROVISIONS

a. In the event that any portion of this procedure is invalidated by a decision of a tribunal of competent jurisdiction, then that portion shall be of no force and effect, but the remainder of this procedure shall continue in full force and effect. In this event, either the SOA or the Town shall have the right immediately to reopen negotiations with respect to a substitute for the invalidated portion.

b. A Member may have an attorney of his or her choice or a member of the Department as his or her representative at any stage of this procedure, provided there is no unreasonable delay.

c. Evidence pertaining to a Member's application for benefits pursuant to the Workers' Compensation Law, including whether or not the application was controverted, granted or denied, shall not be given any preclusive effect in any stage of this procedure, but shall be admissible as evidence to be given the weight deemed appropriate by the Arbitrator.

d. This procedure shall take effect upon the issuance of this Award and shall apply to all applications pursuant to Section 3 and/or Section 4 made after that date and all determinations pursuant to Section 5 rendered after that date.

ARTICLE XXXIX – Leaves of Absence

A new article shall be added confirming the entitlement of unit members to apply for an unpaid leave of absence of up to one year, and providing that an employee granted such a leave by the Town Board shall be notified by the Town prior to the end of the leave, by certified mail to the employee's last known address, of the date of expected return to work following the end of the leave; that if the employee fails to return to work within 10 days of the designated day, s/he shall be deemed to have abandoned his/her position with the Town; and that the employee will then be deemed to have waived any applicable due process protections otherwise available, including but not limited to those pursuant to Civil Service

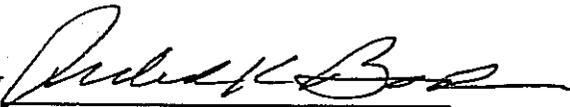
Law Section 75 or the collective bargaining agreement, and may be terminated by the Town at its discretion, which the parties hereby agree shall be the case.

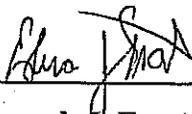
IN WITNESS WHEREOF, the TOWN OF RIVERHEAD has caused this Agreement to be signed by its Supervisor, by order of the Town Board of the Town of Riverhead, and the RIVERHEAD SUPERIOR OFFICERS ASSOCIATION, has caused this Agreement to be signed by its President, by order of its members.

TOWN OF RIVERHEAD

RIVERHEAD TOWN POLICE SUPERIOR OFFICERS ASSOCIATION, INC.

BY: _____
Philip J. Cardinale
TOWN SUPERVISOR

BY: 
Richard K. Boden
SOA President

BY: 
Edward J. Frost
SOA Secretary

November 7, 2007

Adopted

TOWN OF RIVERHEAD

RESOLUTION # 1030

AMENDS A DEPARTMENT HEAD CONTRACT

COUNCILMAN BARTUNEK

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

RESOLVED, that Section 1 of Article VIII of the department head contract executed between the Town of Riverhead and Judy Doll, Senior Citizen Program Director is amended to include the following language:

Doll may elect to enroll in the HMO plan currently offered by the Town instead of the Riverhead Town Health Insurance Program therefore electing to voluntarily contribute via payroll deductions the overage between the two premium amounts.

BE IT FURTHER RESOLVED, That the Town Clerk be and is hereby authorized to forward a copy of this resolution to Judy Doll, the Office of the Town Supervisor, the Accounting Office, and the Personnel Officer.

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

November 7, 2007

TOWN OF RIVERHEAD

Adopted

Resolution # 1031

APPOINTS CHIEF FIRE MARSHAL

COUNCILWOMAN BLASS

offered the following

resolution, which was seconded by

COUNCILMAN BARTUNEK

WHEREAS, the Town Board recognizes that it is in the Town's interest to employ a Chief Fire Marshal to administer and establish standards of operation and enforcing the New York State or otherwise adopted Fire Codes, and

WHEREAS, the Suffolk County Department of Civil Service has established a certified List of Eligibles, List #05-5128-273, for the position of Chief Fire Marshal, the list was canvassed as per Civil Service regulations, and interviews were conducted, and

WHEREAS, pursuant to a completed background check, the recommendation of the Personnel Committee has been received.

NOW, THEREFORE, BE IT RESOLVED, that effective December 3, 2007 Scott Davonski is hereby appointed to the position of Chief Fire Marshal as found on Group 10, Step P of the Administrative Salary Schedule.

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

The Vote

Dunleavy Yes ~~No~~

Bartunek Yes ~~No~~

Blass Yes ~~No~~

Densieski Yes ~~No~~

Cardinale Yes ~~No~~

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

November 7, 2007

TOWN OF RIVERHEAD

Adopted

Resolution # 1032

APPOINTS A JUSTICE COURT CLERK TO THE JUSTICE COURT

COUNCILMAN BARTUNEK

_____ offered the following resolution,

which was seconded by _____ COUNCILWOMAN BLASS

WHEREAS, a vacancy exists in the Justice Court for a Justice Court Clerk, and

WHEREAS, Suffolk County Department of Civil Service has certified a List of Eligibles, list #07DC438, for the title of Justice Court Clerk, and the list was canvassed, and

WHEREAS, the position was also duly posted for, posting #21, and all eligible applicants were interviewed, and

WHEREAS, pursuant to a completed background investigation, the Judges and the Personnel Officer has made a recommendation of a qualified candidate.

NOW, THEREFORE, BE IT RESOLVED, that Catherine Seebeck is hereby appointed to the position of Justice Court Clerk effective November 19, 2007, as found on Group 11 Step P of the Clerical and Supervisory Salary Schedule.

BE IT FURTHER, RESOLVED, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to Catherine Seebeck, the Justice Court, the Accounting Department and the Personnel Officer.

The Vote

Dunleavy ~~Yes~~ No

Bartunek ~~Yes~~ No

Blass ~~Yes~~ No

Densieski ~~Yes~~ No

Cardinale ~~Yes~~ No

THE RESOLUTION ~~X~~ WAS ___ WAS NOT

THEREFORE DULY ADOPTED

11/07/07

Adopted

TOWN OF RIVERHEAD

Resolution # 1033

AUTHORIZES THE RELEASE OF CASH SECURITY OF LITTLE BAY SHOPPING CENTER INC. (BELINDA BENDER)

COUNCILMAN DENSIESKI offered the following resolution,

which was seconded by **COUNCILMAN DUNLEAVY**

WHEREAS, Little Bay Shopping Center Inc. posted a cash security in the amount of Twenty Three Thousand Five Hundred Fifteen Dollars (\$23,515) for work at 6324 Route 25A, Wading River, New York (Resolution #1078 dated November 15, 2005) Suffolk County Tax Map Number 0600-74.-1-65.1, 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 site requirements and a Certificate of Occupancy has been issued.

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby authorizes the release of the cash security in the sum of Twenty Three Thousand Five Hundred Fifteen Dollars (\$23,515); and

BE IT FURTHER RESOLVED, that the Town Clerk is hereby authorized to forward a certified copy of this resolution to Sean Walter, Esq., P.O. Box 852, Wading River, New York 11792, the Building Department; the Accounting Department and the Town Attorney's Office.

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

Adopted

November 7, 2007

TOWN OF RIVERHEAD

RESOLUTION # 1034

AUTHORIZES TOWN SUPERVISOR TO EXECUTE CHANGE ORDER NO. 1
FOR PECONIC RIVERFRONT BICYCLE AND PEDESTRIAN IMPROVEMENTS –
ADDITION 1
NYS DOT PIN 0806.62

COUNCILMAN DUNLEAVY

_____ offered the following resolution which was

seconded by **COUNCILWOMAN BLASS** _____.

WHEREAS, on March 7, 2006, the Riverhead Town Board adopted Resolution No. 222 entitled, "Awards Bid for Peconic Riverfront Bicycle Pedestrian Project-Addition No.1"; and

WHEREAS, the bid was awarded to Terry Contracting & Materials, Inc. in the amount of One Hundred Eighteen Thousand Six Hundred Nine Dollars & 00/100 (\$118,609.00); and

WHEREAS, the Engineering Department recommends and is requesting a net contract deduction in the amount of Nineteen Thousand Four Hundred Seven & 76/100 (\$19,407.76) due reconciliation of material quantities being less than or more than the bid amounts as follows;

Add / Delete	Description	Quantity	Unit of Measure	Unit Price	Extended Total
Delete	Item 22 Asphalt Concrete Binder Base Course	125	Tons	\$75.00	\$9,375.00
Delete	Item 23 Asphalt Wearing Course	75	Tons	\$75.00	\$5,625.00
Delete	Item 9A Concrete Sidewalk – 4" Thick (no reinforcing)	46.78	SY	\$52.00	\$2,432.56
Delete	Item 14 A Additional Backfill	5	CY	\$30.00	\$150.00
Delete	Item 14B Additional Excavation	10	CY	\$36.00	\$360.00
Delete	Item 14C Rock Excavation	5	CY	\$30.00	\$150.00
Delete	Item 42 Brick Pavers	177.6	SF	\$17.00	\$3,019.20
Add	Item 7A Jumbo Belgian Block Curb	91	LF	\$16.00	\$1,456.00
Add	Item 9B Concrete Slab – 6" Thick (Reinforced)	4	SY	\$62.00	\$248.00
NET CHANGE					-\$19,407.76

THE VOTE

Dunleavy yes ___ no Bartunek yes ___ no
Blass yes ___ no Densleski yes ___ no
Cardinale ___ yes ___ no

THE RESOLUTION WAS ___ WAS NOT
THEREFORE DULY ADOPTED

NOW, THEREFORE, BE IT RESOLVED, that the Town Supervisor be and is hereby authorized to execute Change Order No. 1 for the Peconic Riverfront Bicycle Pedestrian Improvement Project for the net deduction amount of Nineteen Thousand Four Hundred Seven and 76/100; and

BE IT FURTHER RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to Terry Contracting & Materials, Inc., Christine Fetten, P.E., the Purchasing Department and the Office of Accounting.

PECONIC RIVERFRONT BICYCLE AND PEDESTRIAN IMPROVEMENT PROJECT
 ADDITION #1
 NYSDOT PIN 0806.62
 TOWN OR RIVERHEAD, SUFFOLK COUNTY, NEW YORK

CHANGE ORDER NO. 1

Project: Peconic Riverfront Bicycle and Pedestrian Improvement Addition 1
 Change Order No.: 1
 Date: November 7, 2007
 Contractor: Terry Contracting and Materials, Inc.
 840 West Main Street
 Riverhead, New York 11901
 Contract Date: March 7, 2006

The Contract is changed as follows:
 Refer to Attachment

NOT VALID UNTIL SIGNED BY THE OWNER, ENGINEER AND CONTRACTOR

The Original Contract Sum was.....	\$118,609.00
Net Change by Previously Authorized Change Orders.....	\$0.00
The Contract Sum Prior to This Change Order was.....	\$118,609.00
The Contract Sum will be decreased by this Change Order In the amount of	\$-19,407.76
The New Contract Sum Including this Change Order will be.....	\$99,201.24

Contractor	Owner
Terry Contracting & Materials. Inc.	Town of Riverhead
840 West Main Street Riverhead, New York 11901	200 Howell Avenue Riverhead, New York 11901
By: _____ Authorized Representative Signature	By: _____
Print Name: _____	Print Name: _____
Date: _____	Date: _____

PECONIC RIVERFRONT BICYCLE AND PEDESTRIAN IMPROVEMENT PROJECT
 ADDITION #1
 NYS DOT PIN 0806.62
 TOWN OR RIVERHEAD, SUFFOLK COUNTY, NEW YORK

Add / Delete	Description	Quantity	Unit of Measure	Unit Price	Extended Total
Delete	Item 22 Asphalt Concrete Binder Base Course	125	Tons	\$75.00	\$9,375.00
Delete	Item 23 Asphalt Wearing Course	75	Tons	\$75.00	\$5,625.00
Delete	Item 9A Concrete Sidewalk – 4" Thick (no reinforcing)	46.78	SY	\$52.00	\$2,432.56
Delete	Item 14 A Additional Backfill	5	CY	\$30.00	\$150.00
Delete	Item 14B Additional Excavation	10	CY	\$36.00	\$360.00
Delete	Item 14C Rock Excavation	5	CY	\$30.00	\$150.00
Delete	Item 42 Brick Pavers	177.6	SF	\$17.00	\$3,019.20
Add	Item 7A Jumbo Belgian Block Curb	91	LF	\$16.00	\$1,456.00
Add	Item 9B Concrete Slab – 6" Thick (Reinforced)	4	SY	\$62.00	\$248.00
NET CHANGE					-\$19,407.76

November 7, 2007

Adopted

TOWN OF RIVERHEAD

RESOLUTION # 1035

AUTHORIZES TOWN SUPERVISOR TO EXECUTE CHANGE ORDER NO. 2 FOR PECONIC RIVERFRONT BICYCLE AND PEDESTRIAN IMPROVEMENTS -PHASE I NYSDOT PIN 0806.62

COUNCILMAN DUNLEAVY

offered the following resolution which was seconded by COUNCILWOMAN BLASS

WHEREAS, on June 21, 2005, the Riverhead Town Board adopted Resolution No. 572 entitled, "Awards Bid for Peconic Riverfront Bicycle Pedestrian Improvement Project"; and

WHEREAS, the bid was awarded to Terry Contracting & Materials, Inc. in the amount of Two Million Three Hundred Eighty Four Thousand Eight Hundred Eleven Dollars & 00/100 (\$2,384,811.00); and

WHEREAS, on October 17, 2006, The Riverhead Town Board adopted Resolution 943 entitled, "Authorized Town Supervisor to Execute Change Order No. 1 for Peconic Riverfront Bicycle and Pedestrian Improvement Project" in the amount of a net increase to the contract of Seventy Eight Thousand Nine Hundred Five Thousand and 36/100 (\$78,905.36); and

WHEREAS, the Engineering Department recommends and is requesting a net contract deduction in the amount of Nine Thousand Five Hundred Forty Eight and 31/100 (\$9,548.31) due reconciliation of material quantities being less than the bid amount, and the addition of the bicycle path asphalt paving as follows;

Table with 6 columns: Add / Delete, Description, Quantity, Unit of Measure, Unit Price, Extended Total. Rows include items like Asphalt Bicycle Path Paving, Precast Concrete Catch Basin, Conduit, Drainage MH, Curbs, Pavement, Sidewalk, Backfill, Excavation, and Rock Excavation. Total NET CHANGE is -\$9,548.31.

THE VOTE

Dunleavy /yes no Bartunek /yes no
Blass /yes no Damsieski /yes no
Cardinale /yes no

THE RESOLUTION WAS WAS NOT THEREFORE DULY ADOPTED

NOW, THEREFORE, BE IT RESOLVED, that the Town Supervisor be and is hereby authorized to execute Change Order No. 2 for the Peconic Riverfront Bicycle Pedestrian Improvement Project for the net deduction amount of Nine Thousand Five Hundred Forty Eight and 31/100; and

BE IT FURTHER RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to Terry Contracting & Materials, Inc., Christine Fetten, P.E., the Purchasing Department and the Office of Accounting.

PECONIC RIVERFRONT BICYCLE AND PEDESTRIAN IMPROVEMENT PROJECT
 NYSDOT PIN 0806.62
 TOWN OR RIVERHEAD, SUFFOLK COUNTY, NEW YORK

CHANGE ORDER NO. 2

Project:	Peconic Riverfront Bicycle and Pedestrian Improvement Project
Change Order No.:	2
Date:	November 7, 2007
Contractor:	Terry Contracting and Materials, Inc. 840 West Main Street Riverhead, New York 11901
Contract Date:	June 21, 2005

The Contract is changed as follows:
 Refer to Attachment

NOT VALID UNTIL SIGNED BY THE OWNER, ENGINEER AND CONTRACTOR

The Original Contract Sum was.....	\$2,384,811.00
Net Change by Previously Authorized Change Orders.....	\$78,905.36
The Contract Sum Prior to This Change Order was.....	\$2,463,716.36
The Contract Sum will be decreased by this Change Order In the amount of	\$-9,548.31
The New Contract Sum Including this Change Order will be.....	\$2,454,168.05

Contractor	Owner
Terry Contracting & Materials, Inc. 840 West Main Street Riverhead, New York 11901	Town of Riverhead 200 Howell Avenue Riverhead, New York 11901
By: _____ Authorized Representative Signature	By: _____
Print Name: _____	Print Name: _____
Date: _____	Date: _____

PECONIC RIVERFRONT BICYCLE AND PEDESTRIAN IMPROVEMENT PROJECT
 NYSDOT PIN 0806.62
 TOWN OR RIVERHEAD, SUFFOLK COUNTY, NEW YORK

Add / Delete	Description	Quantity	Unit of Measure	Unit Price	Extended Total
Add	Asphalt Bicycle Path Paving	1	LS	\$6,000.00	\$6,000.00
Add	Item 4A Precast Concrete Catch Basin	1	LS	\$1,652.00	\$1,652.00
Add	Item 37B Conduit	1	LS	\$1.00	\$1.00
Deduct	Item 4C - Precast Concrete Drainage MH - 6'	1	LS	-\$3,170.00	-\$3,170.00
Deduct	Item 7A - Jumbo Belgian Block Curb	1	LS	-\$5,936.00	-\$5,936.00
Deduct	Item 7B - Belgian Block Pavement	1	LS	-\$0.31	-\$0.31
Deduct	Item 8 - Portland Cement Concrete Curb	1	LS	-\$2,208.00	-\$2,208.00
Deduct	Item 9A - Concrete Sidewalk - 4" Thick	1	LS	-\$5,227.00	-\$5,227.00
Deduct	Item 14A - Additional Backfill	1	LS	-\$150.00	-\$150.00
Deduct	Item 14B - Additional Excavation	1	LS	-\$360.00	-\$360.00
Deduct	Item 14C - Rock Excavation	1	LS	-\$150.00	-\$150.00
NET CHANGE					-\$9,548.31

11/7/07

TOWN OF RIVERHEAD

Adopted

Resolution # 1036

RELEASES SUFFOLK COUNTY NATIONAL BANK IRREVOCABLE LETTER OF CREDIT OF ZOUMAS CONTRACTING CORP. IN CONNECTION WITH THE SUBDIVISION ENTITLED, "BAITING HOLLOW FARMS" (ONE YEAR MAINTENANCE BOND)

COUNCILWOMAN BLASS

_____ offered the following resolution, was seconded by

COUNCILMAN DENSIESKI

WHEREAS, by Resolution #665 adopted on August 21, 2006, the Riverhead Town Board accepted the offer of dedication of the roads and drainage area(s) in the subdivision entitled, "Baiting Hollow Farms"; and

WHEREAS, in accordance with the aforementioned resolution, Zoumas Contracting Corp. had posted Suffolk County National Bank Irrevocable Letter of Credit #060712 in the amount of \$250,000.00, representing a one-year maintenance bond; and

WHEREAS, by memorandum from Vincent A. Gaudiello, P.E., dated June 19, 2006, and memorandum from the Highway Department, dated October 17, 2007, it has been determined that the improvements within said subdivision appear in satisfactory condition and it is further recommended that the one-year maintenance bond may now be released.

NOW THEREFORE BE IT RESOLVED, the Town Board of the Town of Riverhead hereby authorizes the release of S.C.N.B. Irrevocable Letter of Credit #060712 in the amount of \$250,000.00 representing the one-year maintenance bond posted in connection with the subdivision entitled, "Baiting Hollow Farms"; and be it further

RESOLVED, that the Town Clerk is hereby authorized to forward a certified copy of this resolution to Peter S. Danowski, Jr., Esq., 616 Roanoke Avenue, P.O. Box 779, Riverhead, New York, 11901; Suffolk County National Bank, Attn: David DeVito, V.P., 137 West Broadway, P.O. Box 442, Port Jefferson, New York, 11777; John Raynor, P.E., L.S., P.C., P.O. Box 720, Water Mill, New York 11976, Attn: Vincent Gaudiello, P.E.; the Planning Department; the Building Department; the Highway Department and the Office of the Town Attorney.

THE VOTE

Z:\Laura Calamita\subdivisions\BaitingHollowFarms\releasemaintenancebond.res. **Dunleavy** yes ___ no **Bartunek** yes ___ no
Blass yes ___ no **Densieski** yes ___ no
Cardinale yes ___ no

THE RESOLUTION WAS ___ WAS NOT THEREFORE DULY ADOPTED

11/7/07

Adopted

TOWN OF RIVERHEAD

Resolution # 1037

RATIFIES THE APPOINTMENT OF A RECREATION SPECIALIST TO THE RIVERHEAD RECREATION DEPARTMENT

COUNCILMAN BARTUNEK

_____ offered the following resolution,

COUNCILWOMAN BLASS

which was seconded by _____

RESOLVED, that Peter Huszagh is appointed to serve as a Recreation Specialist, effective October 26, 2007, to serve as needed on an at will basis and to be paid at the rate of \$20.00 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, Peter Huszagh, and the Office of Accounting.

1

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./ Jim:Res Rec Spec Peter Huszagh

11/7/07

Adopted

TOWN OF RIVERHEAD

Resolution # 1038

ACCEPTS 100% SECURITY OF RIVEREDGE, LLC.
(CERTIFICATE OF DEPOSIT)

COUNCILMAN BARTUNEK

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

WHEREAS, Riveredge, LLC has posted a Suffolk County National Bank Certificate of Deposit #000190075666 in the sum of One Million Two Hundred Thousand Dollars (\$1,200,000.00) representing the 100% site plan security in connection with Riverhead Town Board Resolution #801 dated August 21, 2007, for the construction of a two-story office building, a millwork warehouse building, a second warehouse, a vehicle maintenance building, an outdoor storage and maneuvering area and other related improvements on real property known as Block #2 in the Calverton Camelot II subdivision, Calverton, New York, further described as Suffolk County Tax Map #0600-57-1-p/o 7.41, 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 Suffolk County National Bank Certificate of Deposit #000190075666 in the sum of One Million Two Hundred Thousand Dollars (\$1,200,000.00); 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 Riveredge, LLC, 1295 Pulaski Street, Riverhead, New York, 11901; and be it further

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

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

11/7/07

Adopted

TOWN OF RIVERHEAD

Resolution # 1039

AUTHORIZES THE RELEASE OF SECURITY OF KJB INDUSTRIES INC.
(SUFFOLK 87 ASSOCIATES – COUNTY SEAT PLAZA)

COUNCILWOMAN BLASS offered the following resolution,

which was seconded by COUNCILMAN DENSIESKI

WHEREAS, in furtherance of Town Board Resolution #429 adopted on May 1, 2007, KJB Industries, Inc. had posted a Colonial Surety Company Performance Bond #CSC-214202 in the amount of Thirty Five Thousand Dollars (\$35,000) representing improvements to be completed at Old Country Road, Riverhead, New York, further described as Suffolk County Tax Map Number 0600-108-4-14.5, 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 site requirements and a Certificate of Occupancy has been issued.

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby authorizes the release of the aforementioned performance bond in the sum of Thirty Five Thousand Dollars (\$35,000); and

BE IT FURTHER RESOLVED, that the Town Clerk is hereby authorized to forward a certified copy of this resolution to Robert F. Kozakiewicz, Esq., 431 Griffing Avenue, P.O. Box 341, Riverhead, New York, 11901; John Raynor, P.E., L.S., P.C. P.O. Box 720, Water Mill, New York, 11976, Attn: Vincent Gaudiello, P.E. the Building Department; the Accounting Department and the Town Attorney's Office.

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

11/7/07

Adopted

TOWN OF RIVERHEAD

Resolution # 1040

ACCEPTS OFFER OF SALE OF DEVELOPMENT RIGHTS

(Purported Owner: John Elcik and Robert J. Arnone, Trustees of the Joseph G. Manzi, Jr. Irrevocable Trust)

COUNCILWOMAN BLASS

_____ offered the following resolution, was seconded

COUNCILMAN BARTUNEK

by _____ :

WHEREAS, the Riverhead Farmland Preservation Committee ("the Committee") has received an offer for the sale of development rights from John Elcik and Robert J. Arnone, Trustees of the Joseph G. Manzi, Jr. Irrevocable Trust, on approximately 31 acres of their agricultural lands located on Riley Avenue, Calverton, New York, at \$88,000.00 per acre, further described as Suffolk County Tax Map #0600-099.00-02.00-013.003, to the Town of Riverhead, which parcel falls within the Agricultural Protection Zone "APZ" zoning district; and

WHEREAS, the Committee has commissioned an appraisal of the value of the development rights inherent in the subject real property; and

WHEREAS, the Committee has assessed the subject real property with respect to the criteria provided in the Agricultural Preservation Law and has formally recommended that the Town Board of the Town of Riverhead consider the purchase of development rights from this property; and

WHEREAS, the Town Board has carefully considered the merits of the offer of sale of development rights, the report of the Peconic Land Trust, the appraisal of developments rights by Fred Wood Associates, Inc., the report of the Farmland Preservation Committee, the criteria set forth in the Agricultural Preservation Law and all other pertinent planning, zoning and environmental information; and

WHEREAS, the Town Board finds that the acquisition of the development rights on the subject parcel is the best alternative for the protection of community character of all reasonable alternatives available to the Town, and

WHEREAS, the County of Suffolk and the Town of Riverhead are desirous of sharing the cost of purchasing said development rights, and

WHEREAS, the County of Suffolk will acquire a seventy percent (70%) undivided interest in and to the premises, and the Town of Riverhead will acquire a thirty

percent (30%) undivided interest in and to the premises, as tenants in common,

NOW THEREFORE BE IT RESOLVED, that the Riverhead Town Board hereby accepts the offer of sale of development rights from the subject real property of John Elcik and Robert J. Arnone, Trustees of the Joseph G. Manzi, Jr. Irrevocable Trust, pursuant to Chapter 14 and Chapter 44, Section 44-5B(2) of the Code of the Town of Riverhead, and be it further

RESOLVED, that the Town Board hereby authorizes the Supervisor to execute a contract, deed and other closing documents necessary for purchase of development rights from the subject property in an amount not to exceed eighty-eight thousand dollars (\$88,000.00) per acre and authorizes the Town Attorney to order a survey and title report for the subject real property and directs the Accounting Department to set up a budget, and be it further

RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to John Elcik and Robert J. Arnone, Trustees of the Joseph G. Manzi, Jr. Irrevocable Trust, P.O. Box 702, Rocky Point, New York 11778; the Farmland Select Committee; Peconic Land Trust, Attn: Laura Fischer, 296 Hampton Road, P.O. Box 1776, Southampton, New York, 11969; the Planning Department; the Assessor's Office; the Tax Receiver's Office; the Accounting Office and the Town Attorney's Office.

THE VOTE

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

The Resolution Was Was Not
Thereupon Duly Declared Adopted

11/7/07

Adopted

TOWN OF RIVERHEAD

RESOLUTION # 1041

AUTHORIZES EXTENSION OF TIME TO REMIT REAL PROPERTY TAXES FOR SENIOR CITIZENS RECEIVING AN EXEMPTION PURSUANT TO SECTION 467 OF RPTL

COUNCILMAN DENSIESKI

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

WHEREAS, Section 925-b of the Real Property Tax Laws of the State of New York allows an extension of time to pay real property taxes for all residents receiving a Senior Citizens Tax Exemption pursuant to §467; and

WHEREAS, due to a lapse of time between receipt of Social Security checks and the deadline for payment of taxes on May 31; and

WHEREAS, the law allows for an extension of time of up to five business days without penalty or interest; and

WHEREAS, Receiver of Taxes Maryann Wowak Heilbrunn recognizes the need to assist our seniors in the payment of their real property taxes without penalization due to the time lapse between Social Security checks and the May 31 deadline;

THEREFORE, the payment of real property taxes for Senior Citizens receiving an exemption pursuant to §467 of the New York State Real Property Tax Law is hereby extended to Friday, June 6, 2008.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Riverhead authorizes the Town Clerk to forward a certified copy of this resolution to Maryann Wowak Heilbrunn, Receiver of Taxes.

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

THE RESOLUTION WAS WAS NOT THEREFORE DULY ADOPTED

11/7/07

Adopted

TOWN OF RIVERHEAD

RESOLUTION # 1042

AUTHORIZES THE SUPERVISOR TO EXECUTE AN AMENDED AGREEMENT AUTHORIZING THE TOWN TO ACCEPT FUNDS FROM SUFFOLK COUNTY-OFFICE FOR THE AGING FOR THE PURPOSE OF SUPPLEMENTING THE BUDGET OF THE TOWN'S TRANSPORTATION ASSISTANCE PROGRAM
COUNCILMAN DUNLEAVY

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

WHEREAS, the Senior Citizen Department offers a wide variety of programs, activities and support services including transportation for the older residents of the Riverhead community; and

WHEREAS, the Senior Citizen Department provides transportation to senior citizens for medical appointments, weekly food shopping and monthly banking; and

WHEREAS, Suffolk County-Office for The Aging is interested in defraying the transportation costs incurred by the Senior Citizen Department; and

WHEREAS, the Senior Citizen Department is interested in supplementing its budget regarding transportation costs incurred in the transportation of senior citizens.

NOW THEREFORE BE IT RESOLVED, that the Supervisor is hereby authorized to execute the attached amended agreement authorizing the Town of Riverhead to accept funds from Suffolk County-Office for The Aging for the purpose of supplementing the budget of the town's transportation assistance program.

RESOLVED, that the Town Clerk is hereby directed to forward a certified copy of this resolution to Leonor Hunter, Fiscal Administrator II, Suffolk County Office For The Aging, H. Lee Dennison Building, 100 Veterans Memorial Highway, PO Box 6100, Hauppauge, New York 11788; the Office of the Supervisor; Senior Citizen Department and the Office of the Town Attorney.

THE VOTE

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

The Resolution Was Was Not
Thereupon Duly Declared Adopted

Amendment of Agreement

This is the First Amendment of an Agreement (Agreement) last dated April 2, 2007, between the County of Suffolk (County), a municipal corporation of the State of New York, having its principal office at the County Center, Riverhead, New York 11901, acting through its duly constituted Office for the Aging (Aging), having its principal office at the H. Lee Dennison Building - 3rd Floor, 100 Veterans Memorial Highway, Hauppauge, New York (Mailing address: P.O. Box 6100, Hauppauge, New York 11788-0099), and the Town of Riverhead (Contractor), a New York municipal corporation, having its principal place of business at 200 Howell Avenue, Riverhead, New York 11901.

The parties hereto desire to modify the Transportation Assistance Program to extend the term from March 31, 2007 through March 31, 2008 (the period April 1, 2007 through March 31, 2008 being hereinafter called the "2007 Budget Period") and to amend other contract provisions to comply with current County Standards, as set forth herein. Sufficient funding exists in the 2007 Suffolk County Operating Budget, pursuant to Resolution No. _____-2007.

Term of Agreement: Shall be April 1, 2006 through March 31, 2008, with one one-year extension at the County's option.

Service Levels: 8,100 Units of Transportation Service
175 Elderly Served, Unduplicated

Total Cost of Agreement: Shall not exceed \$15,957 (with \$11,357 for the current budget period).

Terms and Conditions: Shall be as set forth in Exhibits A-2007, C-2007 and the "Legislative Requirements Exhibit for Contracts revised 1/4/07," attached.

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

Town of Riverhead

County of Suffolk

By: _____
Philip Cardinale Date
Supervisor

By: _____
Name: _____
Chief Deputy County Executive

Fed. Taxpayer ID #: 11-6001935
Approved as to Form, Legality:
Town of Riverhead

Date: _____
Approved:

By: _____
Dawn Thomas Date
Town Attorney

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

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

Recommended:

By: _____
Samantha N. McEachin Date
Assistant County Attorney

By: _____
Anna Prencipe Date
Food Service Supervisor

Exhibit A-2007

Whereas, the County and Contractor have entered into an Agreement (Law No. AG006M/0066-09N), last dated April 2, 2007, for a term from April 1, 2006, through March 31, 2007 for Transportation Assistance Program at a Total Cost of \$4,600; and

Whereas, the parties hereto desire to modify the Agreement to extend the term from March 31, 2007 through March 31, 2008 and (at an additional cost of \$11,357) increasing the Total Cost of the Agreement to \$15,957 as set forth below, and;

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

1. Term of Agreement:

The Term of Agreement paragraph on page 1 of the Agreement is amended to read April 1, 2006 through March 31, 2008 as set forth on the page 1 of this First Amendment of Agreement.

2. Payment of Services:

The Total Cost of Agreement \$15,957 is comprised as follows:

- (a) \$ 4,600 for program year 2006/2007;
- (b) \$11,357 for program year 2007/2008;

3. Budget:

The Budget annexed hereto as Exhibit C – 2007 is made part of the Agreement.

4. Paragraph 18 to the Agreement, "Suffolk County Living Wage Law" is amended in its entirety to read as follows:

Suffolk County 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 Forms: Suffolk County Living Wage Form LW-1; entitled "Suffolk County Department of Labor – Living Wage Unit Notice of Application for County Compensation (Contract)"
Suffolk County Living Wage Form LW-38; entitled "Suffolk County Department of Labor – Living Wage Unit Living Wage Certification/Declaration – Subject To Audit"

5. 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.

6. **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."

7. **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).

8. Except as herein amended, all other representations, terms and conditions of said Agreement, including any and all amendments or budget modifications executed prior to the date hereof, are hereby ratified and confirmed to be in full force and effect.

- End of Text of Exhibit -

Exhibit C-2007
Town of Riverhead
Transportation Assistance Program
April 1, 2007 - March 31, 2008

<u>PERSONNEL</u>	<u>\$11,357</u>
Drivers	11,357
<u>NET REIMBURSEMENT</u>	<u>\$11,357</u>

Suffolk County Legislative Requirements Exhibit for C ontracts

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

I Suffolk County Living Wage Requirements

Suffolk County Department of Labor - *Living Wage Unit*
Notice of Application for County Compensation Form LW-1 (consists of 1 page)

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

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

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

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

IV Lawful Hiring Compliance Requirements

Notice of Application to Certify Compliance with Federal Law (8 U.S.C. Section 1324A) with Respect to Lawful Hiring of Employees (consists of 1 page)

Affidavit of Compliance with the Requirements of (8 U.S.C. Section 1324A) with Respect to Lawful Hiring of Employees (consists of 1 page)

Suffolk County Living Wage Documents

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

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

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

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

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

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

Forms for Completion and/or Signature (as applicable)

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

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

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

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

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

Click: Department Directory
Labor
Living Wage Law Info

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

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

Contractor's/Vendor's Public Disclosure Statement

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

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

1. Contractor's/Vendor's Name TOWN OF RIVERHEAD
Address 200 Howell Avenue
City and State Riverhead New York Zip Code 11901
2. Contracting Department's Name _____
Address _____
3. Payee Identification or Social Security No. _____
4. Type of Business Corporation Partnership Sole Proprietorship Other
- 5.a Is contractor/vendor entering into or has contractor/vendor entered into a contract with Suffolk County in excess of \$1,000? Yes No.
- 5.b Has contractor/vendor entered into three or more contracts, including the one for which you are now completing this form, with Suffolk County, any three of which, when combined, exceed \$1,000? Yes No.
6. Table of Organization. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, names and addresses of all partners, and names and addresses of all corporate officers. Conspicuously identify any person in this table of organization who is also an officer or an employee of Suffolk County. (Attach additional sheet if necessary.)

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

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

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

Please check to the left side of the appropriate exemption.

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

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

UNIFORM CERTIFICATE OF ACKNOWLEDGMENT
 (Within New York State)

STATE OF NEW YORK)
 COUNTY OF _____) 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 acknowledgement)

III

Union Organizing Certification/Declaration-Subject to Audit

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

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

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

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

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

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

I/we further affirm to the following:

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

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

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

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

Section II The Union Organizing Law does not apply to this contract for the following reason(s): The Town of Riverhead does not meet the definition of county contractor since the Town is receiving less than \$50,000.00 pursuant to this agreement. Sec 605c Law §466-2

Section III
Contractor Name: TOWN OF RIVERHEAD Federal Employer ID#: _____
Contractor Address: 200 Howell Avenue Amount of Assistance: \$11,357
Riverhead New York 11901 Vendor #: _____
Contractor Phone #: 631-727-3200
Description of project or service: Transportation funds for senior citizen program

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 _____
Philip Cardinale, TOWN SUPERVISOR
Print Name and Title of Authorized Representative

IV

Lawful Hiring Compliance Requirements

IV Suffolk County's Lawful Hiring of Employee's Law Compliance Requirements

The following forms may be necessary for certify compliance to with Federal Law (8 U.S.C. Section 1324A) with Respect to Lawful Hiring of Employees Suffolk County's Lawful Hiring of Employees Law.

Forms:

- LHE-1-Lawful Hiring of Employees
- LHE-2-Affidavit of Compliance
- LHE-3-Submission
- LHE-4-Complaint
- LHE-5-Appeal
- LHE-6-Non-Applicability
- LHE-7-Sign-in Sheet

11/7/07

TOWN OF RIVERHEAD

Adopted

RESOLUTION # 1043

AUTHORIZES THE SUPERVISOR TO EXECUTE A TRAFFIC SIGNAL AGREEMENT

COUNCILMAN BARTUNEK

_____ offered the following resolution, which was seconded

by COUNCILWOMAN BLASS

WHEREAS, the Suffolk County Department of Public Works has determined that a traffic signal device and associated appurtenances are necessary at the intersection of County Road 58, Old Country Road at Commerce Drive/Glenwood Road, Riverhead, for the improvement of traffic conditions at said location within the Town; and

WHEREAS, the Riverhead Town Traffic Safety Committee accepts and concurs with said determination; and

WHEREAS, the Commissioner of the Suffolk County Department of Public Works is empowered to erect Devices, as authorized by the Suffolk County Legislature pursuant to section 136 of the New York State Highway Law, in order to improve traffic conditions; and

WHEREAS, the Town of Riverhead and County of Suffolk desire to provide for the installation and maintenance of traffic signal devices at the aforesaid intersection within the Town for the improvement of traffic conditions, in accordance with a traffic signal plan on file with the Suffolk County Department of Public Works;

NOW THEREFORE BE IT RESOLVED, that the Supervisor is hereby authorized to execute the attached traffic signal agreement with the Suffolk County Department of Public Works regarding the installation of a traffic signal device and associated appurtenances at the intersection of County Road 58, Old Country Road at Commerce Drive/Glenwood Road, Riverhead; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a certified copy of this resolution to Gilbert Anderson, P.E., Commissioner of the Suffolk County Department of Public Works, 335 Yaphank Avenue, Yaphank, New York 11980; the Office of the Supervisor; the Highway Department; Riverhead Town Traffic Safety Committee; Riverhead Town Police Department; Town Engineer and the Office of the Town Attorney.

THE VOTE

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

The Resolution Was Was Not
Thereupon Duly Declared Adopted

Law Dept. No. _____

As Revised 8/13/07

AGREEMENT FOR THE INSTALLATION OF
TRAFFIC CONTROL DEVICES

This AGREEMENT is between the County of Suffolk ("COUNTY"), a municipal corporation of the State of New York, having its principal office at the County Center, Riverhead, New York 11901, acting through its duly constituted Department of Public Works ("the DEPARTMENT") located at 335 Yaphank Avenue, Yaphank, New York 11980-9744, and the Town of RIVERHEAD ("TOWN"), having its principal office at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, 11901.

TERMS AND CONDITIONS: Shall be as set forth in "Exhibit A" and "Exhibit B" attached hereto and made a part hereof.

TERM: The Term of this Agreement shall be year to year, commencing upon the last date set forth below. The Term shall automatically be renewed each year unless terminated in accordance with the provisions of Section 12 of Exhibit A.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the latest date written below:

TOWN OF RIVERHEAD
By: _____

APPROVED:
By: _____

PHILIP J. CARDINALE Date
Supervisor or Designee

GILBERT ANDERSON, P.E. Date
Commissioner

WH

APPROVED AS TO LEGALITY:

COUNTY OF SUFFOLK

CHRISTINE MALAFI
Suffolk County Attorney
By: _____

By: _____

Name: _____

BASIA DEREN BRADDISH Date
Assistant County Attorney

Title: _____

Date: _____

Law Dept. No. _____

As Revised 8/13/07

EXHIBIT A

WHEREAS, the DEPARTMENT operates a program to improve traffic signals, markings, signs and the like ("Devices") in order to ensure the safe and continuous movement of traffic, and

WHEREAS, the DEPARTMENT has determined that certain Devices are necessary at the intersection of **CR 58, Old Country Road @ Commerce Dr./Glenwood Rd. (PC Richard) Riverhead** for the improvement of traffic conditions at the said location within the TOWN, and the TOWN accepts said determination, and

WHEREAS, pursuant to Section 136 of the New York State Highway Law, the Commissioner of the Suffolk County Department of Public Works ("Commissioner") is empowered to erect Devices, as authorized by the County Legislature, in order to improve traffic conditions, and

WHEREAS, the parties hereto desire to provide for the installation and maintenance of Devices at the aforesaid location within the TOWN for the improvement of traffic conditions, in accordance with a traffic signal plan on file with the DEPARTMENT:

NOW, THEREFORE, in consideration of the individual and mutual covenants, promises and representations herein contained, the parties hereto agree as follows:

1. Definitions: The following terms whenever used in this Agreement shall have the following meaning:

Devices: Traffic signals and associated appurtenances.

Traffic Signal Service Report: A report of any and all work performed on the Devices.

2. Design: Installation: The COUNTY shall install, at the expense of the Permit Applicant or through the COUNTY'S Capital or Operating Budget, Devices of the type, and at the location, set forth above.

3. Ownership:

A. Any and all Devices installed pursuant to this Agreement shall be the sole and exclusive property of the TOWN.

B. Any Devices removed from the site(s) designated herein shall be delivered to either the DEPARTMENT or the TOWN, as directed by the Commissioner.

4. Operation and Maintenance:

A. All costs incurred in the operation and maintenance of the Devices, including any and all charges for electricity, shall be borne by the TOWN or, in the case of a Permit Signal, the Permit Applicant, until such time as responsibility for the operation and maintenance of the Devices is assumed by the TOWN.

B. At such time as responsibility for the operation and maintenance of the Devices is assumed by the TOWN, the TOWN shall operate and maintain the Devices in accordance with the current Maintenance Specifications of the DEPARTMENT. A copy of said specifications is available upon request at the DEPARTMENT.

Law Dept. No. _____

As Revised 8/13/07

- C. In the event that the TOWN has a set of Maintenance Specifications equivalent to that of the DEPARTMENT, the TOWN may, subject to the review and approval of same by the DEPARTMENT, use same in lieu of the DEPARTMENT'S Maintenance Specifications.
- D. In connection with its maintenance of the Devices, the TOWN shall provide the COUNTY with a Traffic Signal Service Report whenever and wherever a maintenance problem exists which prevents the device from operating as designed.
- E. The TOWN shall keep all local police authorities aware of the party responsible for maintenance of the Devices. The TOWN shall establish procedures that will allow maintenance contractors and/or TOWN employees to provide maintenance services for the Devices on a 24-hour basis.

5. **Modification of Devices:** The TOWN shall not alter the signal operation or timing of the Devices without the prior written approval of the DEPARTMENT. In the event of any alteration to the signal operation or timing of the Devices, the TOWN shall furnish the DEPARTMENT with one (1) set of wiring diagrams for each alteration.

6. **Representations and Warranties:**

- A. The TOWN shall enact any ordinance, order, rule or regulation necessary for the installation and maintenance of the Devices.
- B. The TOWN shall comply, and shall require its officers, directors, partners, trustees and other members of its governing body, as well as any personnel employed to render services under this Agreement, to comply, with all applicable rules, regulations and requirements of law, including Suffolk County local preference laws and other applicable Suffolk County local laws, and resolutions of the Suffolk County Legislature.
- C. The TOWN shall maintain full and complete books and records of any and all Traffic Signal Service Reports. Such books and records shall be retained for a period of seven (7) years and shall be available for inspection by the DEPARTMENT, or its duly designated representative, upon written notice during regular business hours.
- D. The COUNTY agrees to transfer any and all warranties and representations on all equipment and materials installed by the COUNTY or its permittees to the TOWN.

7. **Violation**

- A. In the event that the TOWN fails to maintain the Devices in accordance with the terms of this Agreement, the COUNTY, in addition to any other remedies to which it may be entitled, may withhold funds for traffic improvements within the TOWN.
- B. The COUNTY shall provide the TOWN with written notice of the TOWN'S failure to maintain the Devices. Such notice shall specify the particular failure. The TOWN shall be given a reasonable period of time to correct any said failure.

Law Dept. No. _____

As Revised 8/13/07

8. Insurance

- A. The TOWN shall procure, pay the entire premium for, and maintain insurance in connection with the operations and maintenance performed under this Agreement, in amounts and types specified by the COUNTY. The TOWN agrees to require all of its subcontractors in connection with work performed for the TOWN 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 TOWN. Unless otherwise specified by the COUNTY and agreed to by the TOWN, in writing, such insurance shall be as follows:
- i. COMMERCIAL GENERAL LIABILITY INSURANCE, including contractual coverage, in an amount not less than TWO MILLION AND NO/100THS (\$2,000,000.00) DOLLARS per occurrence for bodily injury and TWO MILLION AND NO/100THS (\$2,000,000.00) DOLLARS per occurrence for property damage.
 - ii. AUTOMOBILE LIABILITY INSURANCE, (if any vehicles are used by the TOWN in the performance of this Agreement including owned, non-owned, and hired cars) in an amount not less than Five Hundred Thousand Dollars (\$500,000) per person, per accident, for bodily injury and not less than One Hundred Thousand Dollars (\$100,000) for property damage per occurrence.
 - iii. WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE, in compliance with all applicable New York State laws and regulations and DISABILITY BENEFITS INSURANCE, if required by law. The TOWN shall furnish to the COUNTY, prior to its execution of the 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 TOWN shall provide and maintain coverage during the term of this Agreement for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
 - iv. PROFESSIONAL LIABILITY INSURANCE (ERRORS AND OMISSIONS), that covers any damage arising out of the TOWN'S performance of professional services caused by an error, omission, or negligent acts, in an amount not less than Two Million Dollars (\$2,000,000) on either a per occurrence or claims made coverage basis.
 - v. In the event the TOWN maintains a COMPREHENSIVE GENERAL LIABILITY INSURANCE policy form in lieu of Commercial General Liability, said policy must include all of the above requirements plus premises/operations, independent contractors, contractual, and broad form property damage.
- B. All policies providing such coverage shall be issued by insurance companies with an A.M. best rating of A- or better. All insurance shall be obtained from companies licensed to do business in the State of New York.

Law Dept. No. _____

As Revised 8/13/07

- C. The County of Suffolk must be named Additional Insured and the TOWN shall furnish annually to the COUNTY a declaration page 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 TOWN shall furnish a Declaration page and endorsement page evidencing the County's status as an additional insured on said policy. Where work under this agreement is sub-contracted, the TOWN must require the subcontractor to provide that the COUNTY be named as an additional insured on all required policies, as well as require the subcontractor to provide the COUNTY with all required evidence of insurance.
- D. All such Declaration Pages, certificates and other evidence of insurance shall provide for the County of Suffolk to be notified in writing thirty (30) days prior to any cancellation, non-renewal or material change in said policies. Required limits of insurance are not to be modified by deductibles that the COUNTY deems excessive without the COUNTY'S written permission. All such Declaration Pages, certificates, policies and other evidence of insurance and notices shall be mailed to the DEPARTMENT and to the Suffolk County Risk Management and Benefit Division [700 Veterans Memorial Highway, 2nd Floor, Hauppauge, New York 11788, or such other address of which the COUNTY shall have given the TOWN written notice].
- E. If the TOWN, as a municipal corporation, has a self insurance program under which it acts as a self insurer for any such required coverage, it may provide self-funded coverage. Declarations and certificates, or other evidence of such self-insurance in lieu of insurance issued by insurance companies shall be provided prior to the commencement of this Agreement and shall continue to serve as evidence of such self-funded coverage until such time that the TOWN ceases to be self-insured. In the event that the TOWN ceases to be self-insured, the TOWN shall immediately comply with the provisions of subsections A through D under this **Section 8** and provide Declarations Pages with fifteen (15) days of ceasing to be self-insured.
- F. In the event the TOWN fails 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 the TOWN under this Agreement or any other Agreement between the COUNTY and the TOWN.
- G. The COUNTY will not authorize work to begin under this Agreement until all the required insurance has been obtained and said insurance has been approved and filed by the COUNTY. Approval of the insurance by the County shall not relieve or decrease the liability of the TOWN. The TOWN shall assume all responsibility for the insurance requirements of any applicable sub-consultants.
- 9. Indemnification:** To the greatest extent permitted by law, the TOWN agrees that it shall protect, indemnify and hold harmless the County and its officers, officials, employees, contractors, agents and other persons (the "County Indemnified Parties") 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 connections with the services described or referred to in this Agreement. The TOWN shall defend the County in any suit, including appeals, or at the County's option, pay reasonable attorney's fees for defense of any such suit arising out of the acts or omissions or negligence of the TOWN, its officers, officials, employees, subcontractors or agents, if any, in connection with the services described or referred to in this Agreement.

Law Dept. No. _____

As Revised 8/13/07

10. Licenses: The TOWN covenants, warrants and represents that it has, and shall have throughout the term of this Agreement, and that, to the extent applicable, its employees, agents and subcontractors have, and shall have throughout the term of this Agreement, the required education, knowledge, experience and character necessary to qualify them individually for the particular duties they are to perform with respect to this Agreement (the "Services"), and that the TOWN has, and shall have, and, to the extent applicable, its employees, agents and subcontractors have, and shall have throughout the term of this Agreement, all required authorization (s), registration (s), license (s) or permit (s) [hereinafter collectively referred to as a "License"] required by State, COUNTY or local authorities for the Services. The TOWN shall forward to the DEPARTMENT a copy of its License or, if applicable, a complete list of its employees, agents and subcontractors providing Services, including names, area of License, License numbers and copies of License(s). The TOWN shall furnish the DEPARTMENT with copies of any updates, additions or deletions to such list as the same may occur, together with copies of any new or renewal License(s). The TOWN shall immediately notify the DEPARTMENT, in writing, of any disciplinary proceedings against the holder of any License. In the event that the TOWN or such other holder of a License is no longer licensed for any one or more of the Services, the TOWN shall immediately so notify the DEPARTMENT.

11. Offset of Arrears or Default: The TOWN warrants that it is not, and shall not be during the term of this Agreement, in arrears to the COUNTY for taxes or upon debt or contract and that it is not, and shall not be during the term of this Agreement, in default as surety, contractor or otherwise on any obligation to the COUNTY. The COUNTY may withhold the amount of any such arrearage or default from amounts payable to the TOWN under this Agreement.

12. Termination: In the event that the COUNTY assumes responsibility for the maintenance of the Devices, this Agreement shall automatically be deemed terminated.

13. Merger; Modification: This Agreement represents the entire agreement of the parties. All previous understandings of the parties concerning the terms hereof are merged into this Agreement. No modification of this Agreement shall be valid unless written and executed by both parties.

14. Certification: The parties to this Agreement hereby certify that, other than the funds provided in this Agreement and other valid Agreements with the County, there is no known relationship within the third degree of consanguinity, life partner, or business, commercial, economic, or financial relationship between the parties, the signatories to this Agreement, and any partners, members, directors, or shareholders of five percent (5%) (or more) of any party to this Agreement.

15. 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.

Law Dept. No. _____

As Revised 8/13/07

16. **Federal Copyright Act:** The TOWN hereby represents and warrants the TOWN, will not infringe upon any copyrighted work or material in accordance with the Federal Copyright Act during the performance of this Contract. Furthermore, the TOWN agrees that it shall protect, indemnify and hold harmless the County and its officers, officials, employees, contractors, agents and other persons from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and reasonable attorney's fees, arising out of the acts or omissions or the negligence of the TOWN in connection with the services described or referred to in this Agreement. The TOWN 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 TOWN, its officers, officials, employees, subcontractors, lessees, licensees, invitees or agents, if any, in connection with the services described or referred to in this Agreement.

17. **Lawful Hiring of Employees Law in Connection with Contracts for Construction or Future Construction:** This Agreement is subject to the Lawful Hiring of Employees Law of the County of Suffolk, Suffolk County Code Chapter 234, as more fully set forth in the Exhibit entitled "Suffolk County Legislative Requirements." In accordance with this law, Contractor or employer, as the case may be, and any subcontractor or owner, as the case may be, agree to maintain the documentation mandated to be kept by this law on the Construction Site at all times. Contractor or employer, as the case may be, and any subcontractor or owner, as the case may be, further agree that employee sign-in sheets and register/log books shall be kept on the Construction Site at all times during working hours and all covered employees, as defined in the law, shall be required to sign such sign in sheets/register/log books to indicate their presence on the Construction Site during such working hours.

- Balance of Page Intentionally Left Blank -

Law Dept. No. _____

As Revised 8/13/07

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 Forms: Suffolk County Living Wage Form LW-1; entitled "Suffolk County Department of Labor – Living Wage Unit Notice of Application for County Compensation (Contract)"

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.

Law Dept. No. _____

As Revised 8/13/07

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, non-intimidation 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

Law Dept. No. _____

As Revised 8/13/07

hereof, 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.

Law Dept. No. _____

As Revised 8/13/07

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 "Non-responsible 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 Legislative Requirements Exhibit

November 7, 2007

STATUS Adopted

AUTHORIZES THE TOWN CLERK TO PUBLISH AND POST NOTICE OF AUCTION OF ABANDONED AND SURPLUS VEHICLES AND ALL OTHER UNCLAIMED PROPERTY BEING HELD BY THE POLICE DEPARTMENT

COUNCILMAN DENSIESKI RESOLUTION # 1044

_____ offered the following resolution which was seconded by
COUNCILMAN DUNLEAVY

RESOLVED, that the Town Clerk be and is hereby authorized to publish and post the attached Public Notice of Abandoned Vehicles to be sold at Public Auction, pursuant to Section 1224 of the Vehicle and Traffic Law of the State of New York, once in the November 15, 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 notice to be posted on the sign board of the Town; and be it further

RESOLVED, that any and all other unclaimed property being held by the Police Department will also be available for public auction on December 8, 2007; and be it further

RESOLVED, that the Town Clerk be and is hereby directed to forward a copy of this resolution to Police Chief David Hegermiller, the Municipal Garage, and the office of Accounting.

PLEASE TAKE NOTICE, that a public auction will be held on December 8, 2007 at 9:00 a.m. to be held at the Riverhead Town Impound Area, located on Route 58 in the Town of Riverhead as follows:

ABANDONED

AV-01	6019669	1990	Sea Snark	Fiberglass Sailboat 10'	324-61198	
AV-02	6019750	1990	Coleman	Chesapeake	4132418	White
AV-03	6021655/ 6022131	1990	Traveler	Boat & Trailer	----	Blue
AV-04	6024302	2005	Polaris Quad	Phoenix	4XAPB20A16T016560	Black
AV-05	7001116	1987	Bayliner Boat	Capri (Boat & Trailer)	BLIE544CRJ68	Wh/Bl
AV-06	7005873	1990	Boat (16')	Sealion Trailer & Boat	WST02502575	Blue
AV-07	7005875	1990	Viking	Pop-up Trailer	----	Tan
AV-08	7007348	2004	Kawasaki	KFX400	JSLAK47B442107884	Or
AV-09	7007780	1999	Kawasaki	80 Dirtbike	JKAKXWWC8XA006121	Grn
AV-10	7010316	2000	Yamaha	Blaster	JY43JM033YA013616	Yw

SURPLUS

TV-01	1995	Ford	Crown Victoria	2FALP71W0SX157705	Blue
TV-02	1992	Ford	Crown Victoria	2FACP72W9NX252203	White
TV-03	1984	John Deere	1250 Tractor	CH1250A005793	Green
TV-04	1989	Beuthling	B300T	1493	Yellow
TV-05	1999	Ford	Crown Victoria	2FAFP71W5XX199226	White
TV-06	1991	Mazda	Protégé	JMIBG2247M0288962	Green
TV-07	1998	Nissan	Maxima	JN1CA21D6WM906195	Tan
TV-08	1998	Ford	Crown Victoria	2FAFP71W1WX151883	White
TV-09	1999	Ford	Crown Victoria	2FAFP71WXXX199223	White
TV-10	1987	Chevrolet	V-30	1GBJV34M3HJ157357	White
TV-11	1984	Ford	LN8000	1FDYK80U2EVA07133	Orange
TV-12	1989	Trojan	2000Z	3842914	Yellow
TV-13	1989	GMC	C-6000	1GDG6D1A6KV502914	White
TV-14	1978	Bucyrus	200-4	19M29170009E	Yellow
TV-15	1992	Ford	F150	2FTEF14NXNCA84778	Orange
TV-16	1998	Moder	Trailer	1UNI02B14J1002589	Rust

Vehicles may be inspected, prior to the auction, on December 7, 2007 between the hours of 9:00 a.m. to 2:00 p.m.

PLEASE TAKE NOTICE, that a public auction will be held on December 8, 2007 at 9:00 a.m. to be held at the Riverhead Town Impound Area, located on Route 58 in the Town of Riverhead as follows:

ABANDONED

AV-01	6019669	1990	Sea Snark	Fiberglass Sailboat 10'	324-61198	
AV-02	6019750	1990	Coleman	Chesapeake	4132418	White
AV-03	6021655/ 6022131	1990	Traveler	Boat & Trailer	----	Blue
AV-04	6024302	2005	Polaris Quad	Phoenix	4XAPB20A16T016560	Black
AV-05	7001116	1987	Bayliner Boat	Capri (Boat & Trailer)	BL1E544CRJ68	Wh/Bl
AV-06	7005873	1990	Boat (16')	Sealion Trailer & Boat	WST02502575	Blue
AV-07	7005875	1990	Viking	Pop-up Trailer	----	Tan
AV-08	7007348	2004	Kawasaki	KFX400	JSLAK47B442107884	Or
AV-09	7007780	1999	Kawasaki	80 Dirtbike	JKAKXWWC8XA006121	Grn
AV-10	7010316	2000	Yamaha	Blaster	JY43JM033YAO13616	Yw

SURPLUS

TV-01	1995	Ford	Crown Victoria	2FALP71W0SX157705	Blue
TV-02	1992	Ford	Crown Victoria	2FACP72W9NX252203	White
TV-03	1984	John Deere	I250 Tractor	CH1250A005793	Green
TV-04	1989	Beuthling	B300T	1493	Yellow
TV-05	1999	Ford	Crown Victoria	2FAFP71W5XX199226	White
TV-06	1991	Mazda	Protégé	JMIBG2247M0288962	Green
TV-07	1998	Nissan	Maxima	JNICA21D6WM906195	Tan
TV-08	1998	Ford	Crown Victoria	2FAFP71W1WX151883	White
TV-09	1999	Ford	Crown Victoria	2FAFP71WXXX199223	White
TV-10	1987	Chevrolet	V-30	1GBJV34M3HJ157357	White
TV-11	1984	Ford	LN8000	1FDYK80U2EVA07133	Orange
TV-12	1989	Trojan	2000Z	3842914	Yellow
TV-13	1989	GMC	C-6000	1GDG6D1A6KV502914	White
TV-14	1978	Bucyrus	200-4	19M29170009E	Yellow
TV-15	1992	Ford	F150	2FTEF14NXNCA84778	Orange
TV-16	1998	Moder	Trailer	1UN102B14J1002589	Rust

Vehicles may be inspected, prior to the auction, on December 7, 2007 between the hours of 9:00 a.m. to 2:00 p.m.

DATED: Riverhead, New York
November 7, 2007

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD

BARBARA GRATTAN, Town Clerk

THE VOTE

DUNLEAVY YES ___ NO BARTUNEK YES ___ NO

BLASS YES ___ NO DENSIESKI YES ___ NO

CARDINALE YES ___ NO

THIS RESOLUTION IS ___ IS NOT
DECLARED DULY ADOPTED

STATUS **Adopted**

November 7, 2007

AUTHORIZES THE TOWN CLERK TO PUBLISH AND POST NOTICE OF AUCTION OF ABANDONED VEHICLES AND ALL OTHER UNCLAIMED PROPERTY BEING HELD BY THE POLICE DEPARTMENT

RESOLUTION # 1045

COUNCILMAN DUNLEAVY

_____ offered the following resolution which was seconded by

_____ **COUNCILWOMAN BLASS** .

RESOLVED, that the Town Clerk be and is hereby authorized to publish and post the attached Public Notice of Abandoned Vehicles to be sold at Public Auction, pursuant to Section 1224 of the Vehicle and Traffic Law of the State of New York, once in the November 15, 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 notice to be posted on the sign board of the Town; and be it further

RESOLVED, that any and all other unclaimed property being held by the Police Department will also be available for public auction on December 8, 2007; and be it further

RESOLVED, that the Town Clerk be and is hereby directed to forward a copy of this resolution to Police Chief David Hegermiller, the Municipal Garage, and the Office of Accounting.

PLEASE TAKE NOTICE, that any and all other unclaimed property being held by the Police Department will also be available for public auction on December 8, 2007 at 9:00 a.m. to be held at the Riverhead Town Impound Area, located on Route 58 in the Town of Riverhead.

DATED: Riverhead, New York
November 7, 2007

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD

BARBARA GRATTAN, Town Clerk

THE VOTE

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

THIS RESOLUTION IS ___ IS NOT
DECLARED DULY ADOPTED

November 7, 2007

TOWN OF RIVERHEAD

DECLARES SURPLUS VEHICLES FOR AUCTION

RESOLUTION # 1046

COUNCILWOMAN BLASS

_____ offered the following resolution, which was seconded by

COUNCILMAN BARTUNEK

WHEREAS, Town of Riverhead surplus vehicles have been salvaged for parts and are no longer usable; and

WHEREAS, it is the recommendation of the Police Department that these vehicles have no residual value and should be auctioned. The Police Department hereby requests that the Town Board excess these surplus vehicles so that they may be removed from the records.

NOW, THEREFORE BE IT

RESOLVED, that the following vehicles are hereby declared excess surplus and that they are to be disposed of at public auction on December 8, 2007.

TV-01	1995	Ford	Crown Victoria	2FALP71W0SX157705	Blue
TV-02	1992	Ford	Crown Victoria	2FACP72W9NX252203	White
TV-03	1984	John Deere	1250 Tractor	CH1250A005793	Green
TV-04	1989	Beuthling	B300T	1493	Yellow
TV-05	1999	Ford	Crown Victoria	2FAFP71W5XX199226	White
TV-06	1991	Mazda	Protégé	JM1BG2247M0288962	Green
TV-07	1998	Nissan	Maxima	JN1CA21D6WM906195	Tan
TV-08	1998	Ford	Crown Victoria	2FAFP71W1WX151883	White
TV-09	1999	Ford	Crown Victoria	2FAFP71WXXX199223	White
TV-10	1987	Chevrolet	V-30	1GBJV34M3HJ157357	White
TV-11	1984	Ford	LN8000	1FDYK80U2EVA07133	Orange
TV-12	1989	Trojan	2000Z	3842914	Yellow
TV-13	1989	GMC	C-6000	1GDG6D1A6KV502914	White
TV-14	1978	Bucyrus	200-4	19M29170009E	Yellow
TV-15	1992	Ford	F150	2FTEF14NXNCA84778	Orange
TV-16	1998	Moder	Trailer	1UN102B14J1002589	Rust

THE VOTE

DUNLEAVY YES ___ NO BARTUNEK YES ___ NO

BLASS YES ___ NO DENSIESKI YES ___ NO

CARDINALE YES ___ NO

THIS RESOLUTION IS ___ IS NOT
DECLARED DULY ADOPTED

11/1/07

RES. 1047

TOWN OF RIVERHEAD

RATIFIES THE AUTHORIZATION OF THE TOWN CLERK TO POST AND PUBLISH PUBLIC NOTICE OF PUBLIC HEARING TO CONSIDER A PROPOSED LOCAL LAW FOR AN AMENDMENT TO CHAPTER 95 ENTITLED, "TAXATION" OF THE RIVERHEAD TOWN CODE

(COLD WAR VETERAN'S EXEMPTIONS)

COUNCILMAN BARTUNEK

_____ offered the following resolution,

which was seconded by COUNCILMAN DENSIESKI _____:

RESOLVED, that the Town Clerk be and is hereby authorized to post and publish the attached public notice to consider a proposed local law to consider the amendment to Chapter 95 entitled, "Taxation" of the Riverhead Town Code, once in the November 8, 2007 issue of The News Review, the newspaper hereby designated as the official newspaper for this purpose, and to post same on the signboard in Town Hall; and

Be it further

RESOLVED, that the Town Clerk shall provide a certified copy of this resolution to the Assessor's Office and the Town Attorney's Office.

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 type="checkbox"/> yes	<input type="checkbox"/> no
Cardinale	<input type="checkbox"/> yes	<input type="checkbox"/> no			

THE RESOLUTION WAS WAS NOT
THEREFORE DULY ADOPTED

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that a Public Hearing will be held on the 20th day of November, 2007, at 7:20 p.m., at the Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, to hear all interested persons to consider the adoption of proposed local law amendment to Chapter 95, entitled "TAXATION" of the Riverhead Town Code for the **Cold War Veteran's Exemption**.

STATUS:**S4697 LEIBELL**

Real Property Tax Law

TITLE...Establishes a real property tax exemption for Cold War veterans

04/20/07 REFERRED TO VETERANS, HOMELAND SECURITY AND MILITARY AFFAIRS

05/22/07 1ST REPORT CAL.1284

05/29/07 2ND REPORT CAL.

05/30/07 ADVANCED TO THIRD READING

06/05/07 PASSED SENATE

06/05/07 DELIVERED TO ASSEMBLY

06/05/07 referred to veterans' affairs

06/22/07 substituted for a583a

06/22/07 ordered to third reading rules cal.826

06/22/07 passed assembly

06/22/07 returned to senate

08/16/07 DELIVERED TO GOVERNOR

08/28/07 SIGNED CHAP.655

08/28/07 APPROVAL MEMO.48

BILL TEXT:**STATE OF NEW YORK**

4697

2007-2008 Regular Sessions

IN SENATE

April 20, 2007

Introduced by Sen. LEIBELL -- read twice and ordered printed, and when printed to be committed to the Committee on Veterans, Homeland Security and Military Affairs

AN ACT to amend the real property tax law, in relation to authorizing a real property tax exemption for Cold War veterans

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

- 1 Section 1. The real property tax law is amended by adding a new
- 2 section 458-b to read as follows:
- 3 § 458-b. Exemption for Cold War veterans. 1. As used in this section:
- 4 (a) "Cold War veteran" means a person, male or female, who served on
- 5 active duty for a period of more than three hundred sixty-five days in
- 6 the United States armed forces, during the time period from September
- 7 second, nineteen hundred forty-five to December twenty-sixth, nineteen
- 8 hundred ninety-one, was discharged or released therefrom under honorable
- 9 conditions and has been awarded the Cold War recognition certificate as

- 10 authorized under Public Law 105-85, the 1998 National Defense Authori-
11 zation Act.
- 12 (b) "Armed forces" means the United States army, navy, marine corps,
13 air force, and coast guard.
- 14 (c) "Active duty" means full-time duty in the United States armed
15 forces, other than active duty for training.
- 16 (d) "Service connected" means, with respect to disability or death,
17 that such disability was incurred or aggravated, or that the death
18 resulted from a disability incurred or aggravated, in line of duty on
19 active military, naval or air service.
- 20 (e) "Qualified owner" means a Cold War veteran, the spouse of a Cold
21 War veteran, or the unremarried surviving spouse of a deceased Cold War
22 veteran. Where property is owned by more than one qualified owner, the
23 exemption to which each is entitled may be combined. Where a veteran is

EXPLANATION--Matter in italics (underscored) is new; matter in brackets
[-] is old law to be omitted.

LBD02934-03-7

S. 4697

2

1 also the unremarried surviving spouse of a veteran, such person may also
2 receive any exemption to which the deceased spouse was entitled.

3 (f) "Qualified residential real property" means property owned by a
4 qualified owner which is used exclusively for residential purposes;
5 provided, however, that in the event that any portion of such property
6 is not used exclusively for residential purposes, but is used for other
7 purposes, such portion shall be subject to taxation and only the remain-
8 ing portion used exclusively for residential purposes shall be subject
9 to the exemption provided by this section. Such property shall be the
10 primary residence of the Cold War veteran or the unremarried surviving
11 spouse of a Cold War veteran; unless the Cold War veteran or unremarried
12 surviving spouse is absent from the property due to medical reasons or
13 institutionalization for up to five years.

14 (g) "Latest state equalization rate" means the latest final equaliza-
15 tion rate established by the state board pursuant to article twelve of
16 this chapter.

17 (h) "Latest class ratio" means the latest final class ratio estab-
18 lished by the state board pursuant to title one of article twelve of
19 this chapter for use in a special assessing unit as defined in section
20 eighteen hundred one of this chapter.

21 2. (a) Each county, city, town or village may adopt a local law to
22 provide that qualifying residential real property shall be exempt from
23 taxation to the extent of either: (i) ten percent of the assessed value
24 of such property; provided however, that such exemption shall not exceed
25 eight thousand dollars or the product of eight thousand dollars multi-
26 plied by the latest state equalization rate of the assessing unit, or,
27 in the case of a special assessing unit, the latest class ratio, which-
28 ever is less or; (ii) fifteen percent of the assessed value of such
29 property; provided however, that such exemption shall not exceed twelve
30 thousand dollars or the product of twelve thousand dollars multiplied by
31 the latest state equalization rate of the assessing unit, or, in the
32 case of a special assessing unit, the latest class ratio, whichever is
33 less.

34 (b) In addition to the exemption provided by paragraph (a) of this
35 subdivision, where the Cold War veteran received a compensation rating
36 from the United States veterans affairs or from the United States
37 department of defense because of a service connected disability, quali-
38 fying residential real property shall be exempt from taxation to the
39 extent of the product of the assessed value of such property, multiplied
40 by fifty percent of the Cold War veteran disability rating; provided,
41 however, that such exemption shall not exceed forty thousand dollars, or
42 the product of forty thousand dollars multiplied by the latest state
43 equalization rate for the assessing unit, or, in the case of a special
44 assessing unit, the latest class ratio, whichever is less.

45 (c) Limitations. (i) The exemption from taxation provided by this
46 subdivision shall be applicable to county, city, town, and village taxa-
47 tion, but shall not be applicable to taxes levied for school purposes.

48 (ii) If a Cold War veteran receives the exemption under section four
49 hundred fifty-eight or four hundred fifty-eight-a of this title, the
50 Cold War veteran shall not be eligible to receive the exemption under
51 this section.

52 (iii) Each county, city, town, or village may adopt a local law to
53 reduce the maximum exemption allowable in subparagraphs (i) and (ii) of
54 paragraph (a) of this subdivision and the exemption allowable in para-
55 graph (b) of this subdivision to six thousand dollars, nine thousand

S. 4697

3

1 dollars and thirty thousand dollars, respectively or four thousand
2 dollars, six thousand dollars and twenty thousand dollars, respectively.

3 (iv) The exemption provided by paragraph (a) of this subdivision shall
4 be granted for a period of ten years. The commencement of such ten year
5 period shall be governed pursuant to this subparagraph. Where a quali-
6 fied owner owns qualifying residential real property on the effective
7 date of this section such ten year period shall be measured from the
8 assessment roll prepared pursuant to the first taxable status date
9 occurring on or after the effective date of this section. Where a quali-
10 fied owner does not own qualifying residential real property on the
11 effective date of this section, such ten year period shall be measured
12 from the assessment roll prepared pursuant to the first taxable status
13 date occurring at least sixty days after the date of purchase of quali-
14 fying residential real property; provided, however, that should the
15 veteran apply for and be granted an exemption on the assessment roll
16 prepared pursuant to a taxable status date occurring within sixty days
17 after the date of purchase of residential real property, such ten year
18 period shall be measured from the first assessment roll in which the
19 exemption occurs. If, before the expiration of such ten year period,
20 such exempt property is sold and replaced with other residential real
21 property, such exemption may be granted pursuant to this subdivision for
22 the unexpired portion of the ten year exemption period.

23 3. Notwithstanding the foregoing provisions of this section, no later
24 than ninety days before the taxable status date next occurring on or
25 after the thirty-first of December, two thousand seven, after a public
26 hearing, the governing body of any county, city, town, or village may
27 adopt a local law to provide that the exemption shall be granted pursu-
28 ant to this section for the purposes of taxes levied for such county,
29 city, town, or village. For the purposes of a county which is not an
30 assessing unit, the taxable status date occurring on or after December
31 thirty-first, two thousand seven shall mean the first such tax roll for
32 which the county taxes are levied.

33 4. Application for exemption shall be made by the owner, or all of the
34 owners, of the property on a form prescribed by the state board. The
35 owner or owners shall file the completed form in the assessor's office
36 on or before the first appropriate taxable status date. The owner or
37 owners of the property shall be required to refile each year. Applicants
38 shall refile on or before the appropriate taxable status date. Any
39 applicant convicted of willfully making any false statement in the
40 application for such exemption shall be subject to the penalties
41 prescribed in the penal law.

42 5. A local law adopted pursuant to this section may be repealed by the
43 governing body of the applicable county, city, town, or village. Such
44 repeal shall occur at least ninety days prior to the taxable status date
45 of such county, city, town, or village.

46 § 2. This act shall take effect January 3, 2008 and shall apply to
47 assessment rolls prepared on the basis of taxable status dates occurring
48 on or after such date.

CHAPTER TEXT:

LAWS OF NEW YORK, 2007

CHAPTER 655

AN ACT to amend the real property tax law, in relation to authorizing a real property tax exemption for Cold War veterans

Became a law August 28, 2007, with the approval of the Governor.
Passed by a majority vote, three-fifths being present.

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

Section 1. The real property tax law is amended by adding a new section 458-b to read as follows:

§ 458-b. Exemption for Cold War veterans. 1. As used in this section:

(a) "Cold War veteran" means a person, male or female, who served on active duty for a period of more than three hundred sixty-five days in the United States armed forces, during the time period from September second, nineteen hundred forty-five to December twenty-sixth, nineteen hundred ninety-one, was discharged or released therefrom under honorable conditions and has been awarded the Cold War recognition certificate as authorized under Public Law 105-85, the 1998 National Defense Authorization Act.

(b) "Armed forces" means the United States army, navy, marine corps, air force, and coast guard.

(c) "Active duty" means full-time duty in the United States armed forces, other than active duty for training.

(d) "Service connected" means, with respect to disability or death, that such disability was incurred or aggravated, or that the death resulted from a disability incurred or aggravated, in line of duty on active military, naval or air service.

(e) "Qualified owner" means a Cold War veteran, the spouse of a Cold War veteran, or the unremarried surviving spouse of a deceased Cold War veteran. Where property is owned by more than one qualified owner, the exemption to which each is entitled may be combined. Where a veteran is also the unremarried surviving spouse of a veteran, such person may also receive any exemption to which the deceased spouse was entitled.

(f) "Qualified residential real property" means property owned by a qualified owner which is used exclusively for residential purposes; provided, however, that in the event that any portion of such property is not used exclusively for residential purposes, but is used for other purposes, such portion shall be subject to taxation and only the remaining portion used exclusively for residential purposes shall be subject to the exemption provided by this section. Such property shall be the primary residence of the Cold War veteran or the unremarried surviving spouse of a Cold War veteran; unless the Cold War veteran or unremarried surviving spouse is absent from the property due to medical reasons or institutionalization for up to five years.

(g) "Latest state equalization rate" means the latest final equalization rate established by the state board pursuant to article twelve of this chapter.

EXPLANATION--Matter in italics is new; matter in brackets [-] is old law to be omitted.

(h) "Latest class ratio" means the latest final class ratio established by the state board pursuant to title one of article twelve of this chapter for use in a special assessing unit as defined in section eighteen hundred one of this chapter.

2. (a) Each county, city, town or village may adopt a local law to provide that qualifying residential real property shall be exempt from taxation to the extent of either: (i) ten percent of the assessed value of such property; provided however, that such exemption shall not exceed eight thousand dollars or the product of eight thousand dollars multiplied by the latest state equalization rate of the assessing unit, or, in the case of a special assessing unit, the latest class ratio, whichever is less or; (ii) fifteen percent of the assessed value of such property; provided however, that such exemption shall not exceed twelve thousand dollars or the product of twelve thousand dollars multiplied by the latest state equalization rate of the assessing unit, or, in the case of a special assessing unit, the latest class ratio, whichever is less.

(b) In addition to the exemption provided by paragraph (a) of this subdivision, where the Cold War veteran received a compensation rating from the United States veterans affairs or from the United States department of defense because of a service connected disability, qualifying residential real property shall be exempt from taxation to the extent of the product of the assessed value of such property, multiplied by fifty percent of the Cold War veteran disability rating; provided, however, that such exemption shall not exceed forty thousand dollars, or the product of forty thousand dollars multiplied by the latest state equalization rate for the assessing unit, or, in the case of a special assessing unit, the latest class ratio, whichever is less.

(c) Limitations. (i) The exemption from taxation provided by this subdivision shall be applicable to county, city, town, and village taxation, but shall not be applicable to taxes levied for school purposes.

(ii) If a Cold War veteran receives the exemption under section four hundred fifty-eight or four hundred fifty-eight-a of this title, the Cold War veteran shall not be eligible to receive the exemption under this section.

(iii) Each county, city, town, or village may adopt a local law to reduce the maximum exemption allowable in subparagraphs (i) and (ii) of paragraph (a) of this subdivision and the exemption allowable in paragraph (b) of this subdivision to six thousand dollars, nine thousand dollars and thirty thousand dollars, respectively or four thousand dollars, six thousand dollars and twenty thousand dollars, respectively.

(iv) The exemption provided by paragraph (a) of this subdivision shall be granted for a period of ten years. The commencement of such ten year period shall be governed pursuant to this subparagraph. Where a qualified owner owns qualifying residential real property on the effective date of this section such ten year period shall be measured from the assessment roll prepared pursuant to the first taxable status date occurring on or after the effective date of this section. Where a qualified owner does not own qualifying residential real property on the effective date of this section, such ten year period shall be measured from the assessment roll prepared pursuant to the first taxable status date occurring at least sixty days after the date of purchase of qualifying residential real property; provided, however, that should the veteran apply for and be granted an exemption on the assessment roll prepared pursuant to a taxable status date occurring within sixty days after the date of purchase of residential real property, such ten year

period shall be measured from the first assessment roll in which the exemption occurs. If, before the expiration of such ten year period, such exempt property is sold and replaced with other residential real property, such exemption may be granted pursuant to this subdivision for the unexpired portion of the ten year exemption period.

3. Notwithstanding the foregoing provisions of this section, no later than ninety days before the taxable status date next occurring on or after the thirty-first of December, two thousand seven, after a public hearing, the governing body of any county, city, town, or village may adopt a local law to provide that the exemption shall be granted pursuant to this section for the purposes of taxes levied for such county, city, town, or village. For the purposes of a county which is not an assessing unit, the taxable status date occurring on or after December thirty-first, two thousand seven shall mean the first such tax roll for which the county taxes are levied.

4. Application for exemption shall be made by the owner, or all of the owners, of the property on a form prescribed by the state board. The owner or owners shall file the completed form in the assessor's office on or before the first appropriate taxable status date. The owner or owners of the property shall be required to refile each year. Applicants shall refile on or before the appropriate taxable status date. Any applicant convicted of willfully making any false statement in the application for such exemption shall be subject to the penalties prescribed in the penal law.

5. A local law adopted pursuant to this section may be repealed by the governing body of the applicable county, city, town, or village. Such repeal shall occur at least ninety days prior to the taxable status date of such county, city, town, or village.

§ 2. This act shall take effect January 3, 2008 and shall apply to assessment rolls prepared on the basis of taxable status dates occurring on or after such date.

The Legislature of the STATE OF NEW YORK ss:

Pursuant to the authority vested in us by section 70-b of the Public Officers Law, we hereby jointly certify that this slip copy of this session law was printed under our direction and, in accordance with such section, is entitled to be read into evidence.

JOSEPH L. BRUNO
Temporary President of the Senate

SHELDON SILVER
Speaker of the Assembly

11/7/07

Adopted

AUTHORIZES TOWN CLERK TO ADVERTISE FOR BIDS RIVERHEAD SEWER DISTRICT ROUTE 58 HOTEL PLAZA SEWER CONNECTION

Adopted _____

Resolution # 1048

COUNCILMAN DUNLEAVY

Councilperson _____ offered the following resolution which was seconded by Councilperson ~~_____~~ **COUNCILMAN DENSIESKI**

RESOLVED, that the Town Clerk be and is hereby authorized to publish and post the attached Notice to Bidders in the November 15, 2007, edition of the The News Review, with regard to receiving bids for the Route 58 Hotel Plaza Sewer Connection, and be it further

RESOLVED, that the Town Clerk shall forward certified copies of this resolution to Michael Reichel, H2M, and Frank Isler, Esq.

THIS RESOLUTION PREPARED BY FRANK A. ISLER FOR THE RIVERHEAD SEWER 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

H2A

NOTICE TO BIDDERS

The Town Board of Riverhead will receive bids for the following contracts:

RT. 58 HOTEL PLAZA SEWER CONNECTION

SEWER CONSTRUCTION – CONTRACT NO. RDSD 07-04S

for the Riverhead Sewer District at the Town Clerk's office, Town Hall, 200 Howell Avenue, Riverhead, New York 11901, at 11:00 AM prevailing time, on Wednesday, November 28, 2007, at which time and place the bids will be publicly opened and read.

Plans and specifications may be examined and obtained on or after November 15, 2007 at the Office of the Town Clerk between the hours of 8:30 A.M. and 4:30 P.M. weekdays, except holidays or by visiting the Town of Riverhead website: www.riverheadli.com and click on "Bid Requests".

Each proposal must be accompanied by a bid bond in the amount of five percent (5%) of the total bid, or a certified check made payable to the TOWN OF RIVERHEAD as assurance that the bid is made in good faith.

The right is reserved to reject any or all bids, to waive any informalities, and to accept the lowest responsible bid.

BY ORDER OF THE TOWN BOARD
TOWN OF RIVERHEAD
SUFFOLK COUNTY, NEW YORK

ACTING AS THE GOVERNING BODY
OF THE RIVERHEAD SEWER DISTRICT

BARBARA GRATTAN, TOWN CLERK

11/07/07

TOWN OF RIVERHEAD

Adopted

Resolution # 1049

AUTHORIZES LEGAL ACTION AGAINST THE OWNERS, TENANTS, OCCUPANTS AND MORTGAGEE OF THE PROPERTY LOCATED AT 4008 MAIN ROAD, CALVERTON, NEW YORK
COUNCILMAN DENSIESKI

_____ offered the following resolution, was seconded by

COUNCILMAN DUNLEAVY

WHEREAS, the Town Board has determined that the property situated at 4008 Main Road, Calverton, New York is being used and occupied in violation of various sections of the Code of the Town of Riverhead and/or the New York State Uniform Fire Prevention and Building Code;

NOW, THEREFORE, BE IT HEREBY RESOLVED, that Dawn C. Thomas, Town Attorney for the Town of Riverhead is authorized to institute legal action in the name of the Town of Riverhead against the owners, tenants, occupants and mortgagee of the property situated at 4008 Main Road, Calverton, New York in the Supreme Court of the State of New York to enjoin the illegal use, occupancy and/or maintenance of said property and the structures situated upon such; and be it further

RESOLVED, that it is left to the discretion of Dawn C. Thomas, Town Attorney for the Town of Riverhead as whether said cause of action should seek monetary and/or punitive damages against the owners, tenants, occupants and/or mortgagee of said property for their illegal use, occupancy and maintenance of said property.

THE VOTE

Bartunek Yes No Dunleavy Yes No

Blass Yes No Densieski Yes No

Cardinale Yes No

The Resolution Was Was Not
Thereupon Duly Declared Adopted

11/7/07

RES. 1050

Adopted

**ESTABLISHMENT OF NEW NO NET NITROGEN
FUND RATE FOR RIVERHEAD SEWER DISTRICT AND
RIVERHEAD SCAVENGER WASTE DISTRICT**

ADOPTED _____

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

WHEREAS, by Town Board resolution #500 of 1992, the Tow of Riverhead established a No Net Nitrogen fund rate of \$6.50 per gallon to help fund improvements to the sewage treatment facilities that become necessary with future effluent permit limits, and

WHERAS, by letter dated March 14, 2007, Frank Russo, Vice Present of H2M, consulting engineers to the Riverhead Sewer and Scavenger Waste Districts, did recommend that in order to fund long-range plans to keep the Districts in compliance with SPDES permit effluent requirements, that the new adjusted rate be \$10.50 per gallon per day, effective April 3, 2007, and

NOW, THEREFORE, BE IT

RESOLVED, that resolution #500 of 1992, be and is hereby reaffirmed except that effective retroactively to April 3, 2007, the No Net Nitrogen fund rate be established at \$10.50 per gallon per day, and be it further

RESOLVED, that the Town Clerk shall forward certified copies of this resolution to Michael Reichel, H2M, and the Accounting Department.

THIS RESOLUTION PREPARED BY FRANK ISLER, ESQ., FOR THE RIVERHEAD SEWER AND SCAVENGER WASTE DISTRICTS

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

11/07/07

TOWN OF RIVERHEAD

Adopted

RESOLUTION # 1051

AUTHORIZES THE SUPERVISOR TO EXECUTE A LICENSE AGREEMENT WITH THE LONG ISLAND TOMCATS

COUNCILWOMAN BLASS

_____, offered the following resolution, which was seconded

by COUNCILMAN BARTUNEK

WHEREAS, the Long Island Tomcats, a not-for-profit organization formed for the purpose of promoting radio-controlled model airplane activities, desires to obtain a location suited for use to allow its members to fly model airplanes; and

WHEREAS, the Calverton Enterprise Park includes an inactive runway area that is suited for model airplane activities which would serve the interests of the Long Island Tomcats; and

WHEREAS, the Long Island Tomcats are agreeable to providing a licensing fee in the amount of \$10,000.00 for a seven month term to the Town of Riverhead; and

WHEREAS, the Long Island Tomcats are also agreeable to providing a \$1,000.00 donation to the *Timothy Hill* children's group and providing the children with one afternoon of flight observation and food/refreshments; and

WHEREAS, the Town of Riverhead wishes to accommodate the Long Island Tomcats desire to afford its members the ability to fly model airplanes at the Calverton Enterprise Park.

NOW THEREFORE BE IT RESOLVED, that the Supervisor is hereby authorized to execute the attached license agreement with the Long Island Tomcats and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a certified copy of this resolution to the Long Island Tomcats, c/o John L. Sabini, 19 Wittman Lane, Brentwood, New York 11717; the Office of the Supervisor; the Riverhead Town Police Department; the Manorville Fire Department; Parks and Recreation and the Office of the Town Attorney.

THE VOTE

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

The Resolution Was Was Not Thereupon Duly Declared Adopted

Cardinale Yes No

The Resolution Was Was Not
Thereupon Duly Declared Adopted

LICENSE AGREEMENT

License Agreement ("License"), made as of the _____ of _____, 2007, by and between the Town of Riverhead and the Town of Riverhead Community Development Agency ("Licensor"), having an address at 200 Howell Avenue, Riverhead, New York and the Long Island Tomcats ("Licensee"), c/o John L. Sabini, having an address at 19 Wittman Lane, Brentwood, New York 11717, a not-for-profit organization.

WITNESSTH

WHEREAS, the Long Island Tomcats, wish to utilize Town of Riverhead property located at Enterprise Park at Calverton (EPCAL) for the purpose of flying radio-controlled model airplanes weighing no more than 55 pounds, including fuel; and

WHEREAS, the Town of Riverhead wishes to grant the Licensee the right to conduct the aforementioned activity;

NOW, THEREFORE, in consideration of the mutual agreements herein contained, Licensor and Licensee, for themselves and their successors, hereby agree as follows:

1. Licensing: Upon the terms and conditions hereinafter set forth, Licensor hereby licenses to Licensee the right to use the Licensed premises.
2. Fee. Licensee agrees to pay to the Licensor a licensing fee in the amount of \$10,000.00 payable in full no later than thirty (30) days before commencement of the term of the License delineated in paragraph number three.

3. Term of the License. The term of this License (the "Term") shall commence on March 15, 2008 and shall end on October 15, 2008. Licensee and Licensor agree and understand that Licensor may cancel this License at any time for any reason upon ten (10) days written notice to Licensee except Licensor may cancel this License immediately in the event that Licensor cancels said License based upon a safety concern. In the event that Licensor exercises its right to cancel this License Licensee shall be entitled to a pro rata refund in relation to the remaining term of the License. Licensee understands and agrees that Licensor may but is not required to renew this License after October 15, 2008, upon terms and conditions to be negotiated at that time.

4. Hours of Operation: Licensee understands and agrees that the hours of operation during the term of this License Agreement shall be from dawn to dusk, weather permitting.

5. Condition of the License Property. Licensee is familiar with the licensed premises and has examined same. Notwithstanding the foregoing, Licensee agrees to accept the licensed property in its "as is" condition.

6. Insurance and Indemnification. Licensee will be responsible for providing comprehensive general liability insurance in the amount of not less than \$1,000,000.00 per occurrence with a company or companies reasonably satisfactory to the Licensor. Licensee will provide certificates of the foregoing insurance, showing the Town of Riverhead and the Town of Riverhead Community Development Agency as "additional insured" to the extent of their interest no later than thirty (30) days before commencement of the License term. Licensee also agrees to indemnify and hold the Town of Riverhead and the Town of Riverhead Community Development Agency and

their respective officers, employees, agents, representatives and officials harmless from any and all loss or liability associated with its use of the property and related activities described herein, including liability for damages to property or for injuries or death to persons which may arise from, or be attributable or incident to the use by Licensee and its employees, agents, representatives, members, guests and concessionaires of the Property, excepting liability solely caused by the gross negligence of the Town of Riverhead and/or the Town of Riverhead Community Development Agency or its employees, agents or representatives. Without limiting the generality of the foregoing, Licensee agrees to indemnify and hold the Town of Riverhead and the Town of Riverhead Community Development Agency harmless from any lien claimed or asserted for labor, materials or services furnished to Licensee in connection with the use of the property. With respect to any suit or claim by the Licensor whether under this indemnification provision or otherwise, Licensee, for itself, its agents, employers and representatives, hereby expressly waives any defense which might preclude or limit either enforcement of this indemnification clause or any reasonable attorneys fees incurred by Licensor securing compliance with the provision of this indemnification agreement.

7. Use of Licensed Property. Licensee agrees to utilize the licensed properties exclusively for the purpose of flying radio-controlled model airplanes weighing no more than 55 pounds, including fuel.

8. Insurance. Shall be maintained by Licensee as per the attached Certificate of Insurance and in coordination with the Town of Riverhead to ensure adequate coverage during the term of this License Agreement of all property and liability with all concerned entities being named as additional insured.

9. Repair, Maintenance and Inventory of Licensed Property.

a. Licensee agrees to maintain the licensed area free of trash and debris and to return the premises back to its original condition following completion of the license term.

b. The Licensee shall not be permitted to alter the licensed property without the prior permission of the Licensor.

10. Assignment. Notwithstanding any contrary term in this License Agreement, Licensee shall not assign this License, license the licensed property, in whole or in part, or permit Licensee's interest to be vested in any other party other than Licensee by operation of law or otherwise. If applicable, a transfer of more than fifty (50%) percent at any one time, or in the aggregate from time to time, of the stock, partnership or other ownership interests in Licensee, direct or indirectly shall be deemed to be an assignment of this License.

11. Indemnity: Licensee shall indemnify and hold Licensor harmless from and against any and all claims, actions, liabilities, losses (including, without limitation, consequential and special damages), costs and expenses (including, without limitation, court costs and reasonable attorney fees and expenses), arising from or in connection with the use of the licensed property.

12. Notices. Any notices to be given under this License shall be in writing and shall be sent by registered or certified mail, return receipt requested. If such notice is directed to Licensor, it shall be addressed to the attention of the Riverhead Town Supervisor at 200 Howell Avenue, Riverhead, New York. If such notice is directed at the

Licensee, it shall be addressed to Long Island Tomcats, c/o John L. Sabini, 19 Wittman Lane, Brentwood, New York 11717.

13. Donation: Licensee hereby agrees to donate \$1,000.00, on their own volition, to a special needs children's group, namely, *Timothy Hill* located on Middle Road, Riverhead, no later than thirty (30) days before commencement of the term of the License delineated in paragraph number three. Licensee also agrees to invite the children to the licensed property on one occasion during the term of the license and provide an afternoon of flight observation and food/refreshments on a date to be determined in the future.

14. Member Roster. Licensee agrees to provide to the Riverhead Town Police Department and Riverhead Town Attorney's Office a complete member roster no later than thirty (30) days before commencement of the term of this License Agreement.

15. Licensee understands and agrees that only members and authorized guests of the Long Island Tomcats will be permitted on the licensed property.

16. Licensed Property Defined: The licensed property is defined as that area of the Enterprise Park at Calverton (EPCAL) encompassing the southern one-third portion of the westerly runway and immediately adjacent area of same as delineated on the attached Calverton Airport Overview map.

17. Safety Code: Licensee understands and agrees to require all members and authorized guests to abide by the Official 2007/08 Academy of Model Aeronautics National Model Aircraft Safety Code, as attached hereto.

18. Flying Site Safety Rules: Licensee also understands and agrees to require all members and guests to abide by the Flying Site Safety Rules, as attached.

19. Safety Code Violations: Licensee understands and agrees that any violation of the attached Safety Code or Flying Site Safety Rules or of any of the terms and conditions of this License may subject Licensee to immediate termination of this License Agreement.
20. Route to Licensed Property: Licensee, members and authorized guests understand and agree to enter the Enterprise Park at Calverton from Grumman Boulevard through the gated entrance just south of the western runway and proceed directly to the licensed property as defined in paragraph number 16, above.
21. Members and guests understand and agree to park only in the taxiway area immediately adjacent to the southern portion of the western runway.
22. Members and guests are prohibited from parking in any grassy area; such activity is a fire hazard.
23. Licensee agrees and understands that Licensor shall provide a key to John L. Sabini regarding the aforementioned gated entrance who shall be solely responsible for locking the gated entrance upon exit after each use.
24. Licensee shall inform each member and guest that Enterprise Park at Calverton has an active runway located in the eastern portion of the complex.
25. Licensee shall also inform members and guests that they are prohibited from traversing the active runway for any reason and for their own safety.
26. Miscellaneous: Merger. All prior understandings and agreements between the parties with respect to the subject matter hereof are merged within this agreement, which alone, fully and completely sets forth the understanding of the parties with respect to the subject matter hereof. This License may not be changed or terminated

orally, or in any manner, other than in writing signed by the party against whom enforcement is sought.

27. Cross Default: To the extent that the Licensor and Licensee are parties to related agreements, any default under the related agreements shall be deemed to be a default under this License, and any default under this License shall be deemed a default under such similar agreements.

IN WITNESS WHEREOF, Licensor and Licensee do hereby execute this License Agreement as of the date and year first above written.

TOWN OF RIVERHEAD

By: _____

PHIL CARDINALE

RIVERHEAD TOWN SUPERVISOR

LONG ISLAND TOMCATS

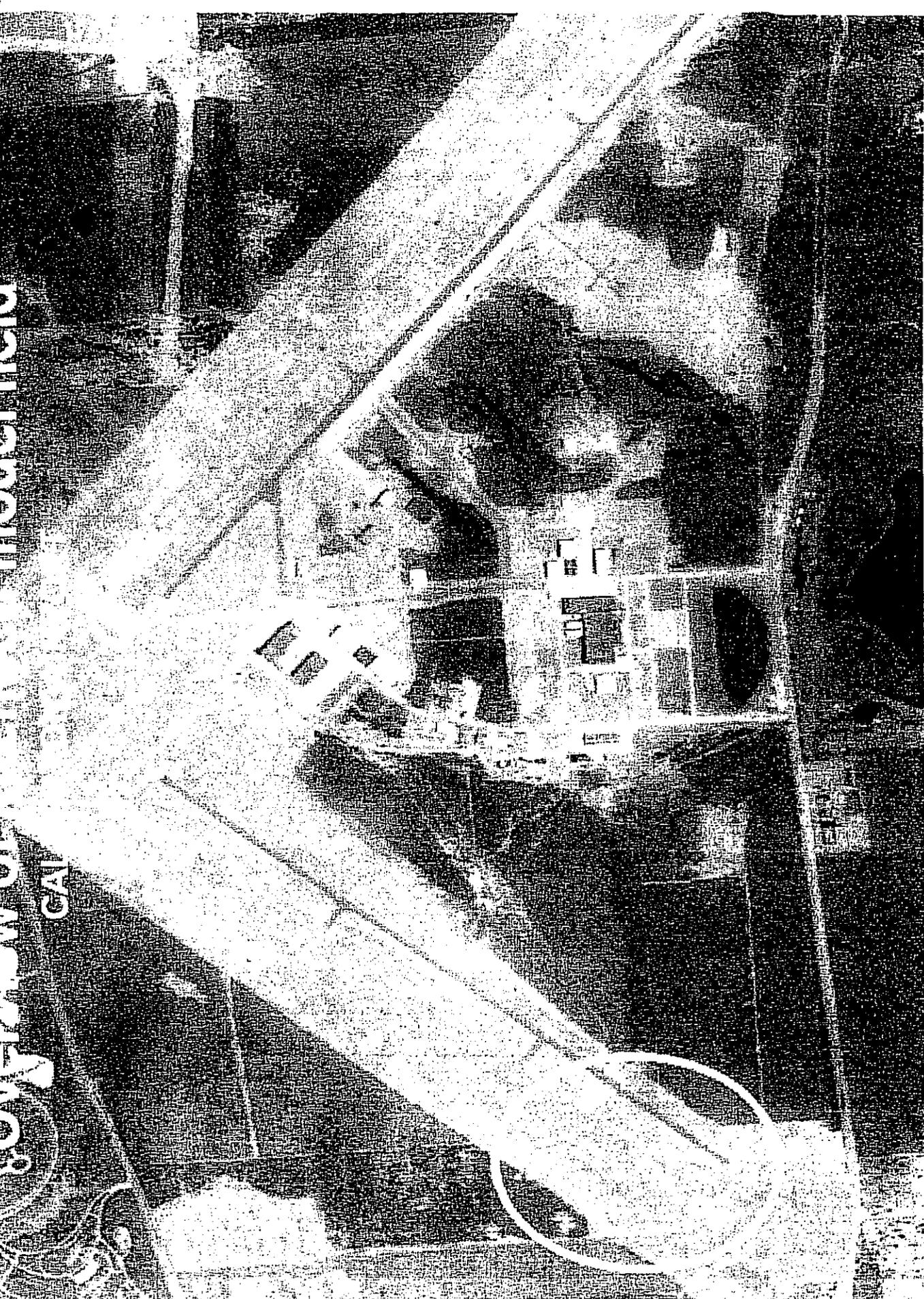
By: _____

JOHN L. SABINI

PRESIDENT

Overview of the new model field

CAI



**2007 Official
Academy of Model Aeronautics
National Model Aircraft Safety Code**

GENERAL

1. A model aircraft shall be defined as a non-human-carrying device capable of sustained flight in the atmosphere. It shall not exceed limitations established in this code and is intended to be used exclusively for recreational or competition activity.
2. The maximum takeoff weight of a model aircraft, including fuel, is 55 pounds, except for those flown under the AMA Experimental Aircraft Rules.
3. I will abide by this Safety Code and all rules established for the flying site I use. I will not willfully fly my model aircraft in a reckless and/or dangerous manner.
4. I will not fly my model aircraft in sanctioned events, air shows, or model demonstrations until it has been proven airworthy.
5. I will not fly my model aircraft higher than approximately 400 feet above ground level, when within three (3) miles of an airport without notifying the airport operator. I will yield the right-of-way and avoid flying in the proximity of full-scale aircraft, utilizing a spotter when appropriate.
6. I will not fly my model aircraft unless it is identified with my name and address, or AMA number, inside or affixed to the outside of the model aircraft. This does not apply to model aircraft flown indoors.
7. I will not operate model aircraft with metal-blade propellers or with gaseous boosts (other than air), nor will I operate model aircraft with fuels containing tetranitromethane or hydrazine.
8. I will not operate model aircraft carrying pyrotechnic devices which explode or burn, or any device, which propels a projectile of any kind. Exceptions include Free Flight fuses or devices that burn producing smoke and are securely attached to the model aircraft during flight. Rocket motors up to a G-series size may be used, provided they remain firmly attached to the model aircraft during flight. Model rockets may be flown in accordance with the National Model Rocketry Safety Code; however, they may not be launched from model aircraft. Officially designated AMA Air Show Teams (AST) are authorized to use devices and practices as defined within the Air Show Advisory Committee Document.
9. I will not operate my model aircraft while under the influence of alcohol or within eight (8) hours of having consumed alcohol.
10. I will not operate my model aircraft while using any drug which could adversely affect my ability to safely control my model aircraft.
11. Children under six (6) years old are only allowed on a flight-line or in a flight area as a pilot or while under flight instruction.
12. When and where required by rule, helmets must be properly worn and fastened. They must be OSHA, DOT, ANSI, SNELL or NOCSAE approved or comply with comparable standards.

RADIO CONTROL

1. All model flying shall be conducted in a manner to avoid over flight of unprotected people.
2. I will have completed a successful radio equipment ground-range check before the first flight of a new or repaired model aircraft.
3. I will not fly my model aircraft in the presence of spectators until I become a proficient flier, unless I am assisted by an experienced pilot.
4. At all flying sites a safety line or lines must be established, in front of which all flying takes place. Only personnel associated with flying the model aircraft are allowed at or in front of the safety line. In the case of airshows or demonstrations a straight safety line must be established. An area away from the safety line must be maintained for spectators. Intentional flying behind the safety line is prohibited.
5. I will operate my model aircraft using only radio-control frequencies currently allowed by the Federal Communications Commission (FCC). Only individuals properly licensed by the FCC are authorized to operate equipment on Amateur Band frequencies.
6. I will not knowingly operate my model aircraft within three (3) miles of any preexisting flying site without a frequency-management agreement. A frequency-management agreement may be an allocation of frequencies for each site, a day-use agreement between sites, or testing which determines that no interference exists. A frequency-management agreement may exist between two or more AMA chartered clubs, AMA clubs and individual AMA members, or individual AMA members. Frequency-management agreements, including an interference test report if the agreement indicates no interference exists, will be signed by all parties and copies provided to AMA Headquarters.
7. With the exception of events flown under official AMA Competition Regulations rules, excluding takeoff and landing, no powered model may be flown outdoors closer than 25 feet to any individual, except for the pilot and the pilot's helper(s) located at the flight-line.
8. Under no circumstances may a pilot or other person touch a model aircraft in flight while it is still under power, except to divert it from striking an individual.
9. Radio-controlled night flying is limited to low-performance model aircraft (less than 100 mph). The model aircraft must be equipped with a lighting system which clearly defines the aircraft's attitude and direction at all times.
10. The operator of a radio-controlled model aircraft shall control it during the entire flight, maintaining visual contact without enhancement other than by corrective lenses that are prescribed for the pilot. No model aircraft shall be equipped with devices which allow it to be flown to a selected location which is beyond the visual range of the pilot.

FLYING SITE SAFETY RULES

1. Use only designated route to enter and leave LI Tomcats.
2. Flying will only be allowed from March 15 - October 15, Dawn to Dusk
3. AMA registered LI Tomcats ONLY on police roster and Town of Riverhead roster allowed to fly and be on grounds, unless you are a guest or family member in the presence of a LI Tomcat member.
4. Deliberate flying behind the flight line is prohibited.
5. No more than THREE (3) airplanes in the air at any time.
6. Taxing is NOT allowed in the pit area.
7. It is recommended that members do not fly alone.
8. Children are NOT permitted beyond the spectator area unless supervised by an adult.
9. An established club frequency control plan will be in effect.
10. Pilots shall make appropriate announcement when taking off, landing, or emergency situations. Announce intentions clearly:
TAKEOFF, LANDING, ON FIELD, DEAD STICK.
11. Models will fly only in pre-designated areas, and will yield right-of-way to full-size aircraft. Always use a spotter.
12. Filers operating models as guests must display LI Tomcats Guest Badge for easy identification.
13. Compliance to these safety rules is the responsibility of each participant under LI Tomcats core values.
14. Common Sense shall prevail in all cases.

For non-AMA members wishing to experience a "hands-on" model flight, the Academy does allow this, on a one-time basis per person ONLY, (with the use of a Buddy Box system for RC. During this one-time flight, the Club is protected through its liability coverage as long as the non-member's supervised flying is in accordance with the AMA National Model Aircraft Safety Code(s). Under NO situation should the non-member's equipment or aircraft be used.

11/7/07

Adopted

TOWN OF RIVERHEAD

Resolution # 1052

**AUTHORIZES TOWN CLERK TO PUBLISH AND POST PUBLIC NOTICE TO
CONSIDER A LOCAL LAW TO AMEND CHAPTER 108 ENTITLED, "ZONING" OF
THE RIVERHEAD TOWN CODE
(\$108-129 – Site Plan Review)**

COUNCILMAN DENSIESKI

_____ offered the following resolution, was seconded by

_____ **COUNCILMAN BARTUNEK** :

RESOLVED, the Town Clerk is hereby authorized to publish the attached public notice to consider a local law to amend Chapter 108 entitled, "Zoning" of the Riverhead Town Code once in the November 15, 2007 issue of News Review, the official newspaper of the Town of Riverhead for this purpose, and also to cause a copy of the proposed amendment to be posted on the sign board of the Town; and be it further

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

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

**TOWN OF RIVERHEAD
PUBLIC NOTICE**

PLEASE TAKE NOTICE that a public hearing will be held before the Town Board of the Town of Riverhead at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York on the 4th day of December, 2007 at 2:20 o'clock p.m. to consider a local law to amend Chapter 108 entitled, "Zoning" of the Riverhead Town Code as follows:

Chapter 108
Zoning
Article XXVI
Site Plan Review

§108-129. Review authorized; approval required; penalties; issuance of permits and certificates of occupancy; expiration.

- A. Authorization. The Town Board hereby authorizes the Planning Board, pursuant to § 274-a of the Town Law, to review and approve, approve with modifications, or disapprove site plans for the activities and land uses listed herein except for site plan petitions upon real property within urban renewal designated areas pursuant to Article 15 of the General Municipal Law and further excepting site plans that have already been referred to the Suffolk County Planning Commission pursuant to General Municipal Law § 239-m as of the date of adoption of this subsection. To the extent the Town Board continues as the agency reviewing site plans pursuant to this article, references to the "Planning Board" in connection with site plan review shall be interpreted to mean the "Town Board."
- B. Land clearing. No person shall undertake or carry out any such activity or use, including without limitation any grading, clearing, cutting and filling, excavating or tree removal associated therewith, without first having obtained site plan approval therefor, pursuant to the provisions of this article, posting a performance bond provided for herein and securing a land clearing permit pursuant to Chapter 52. Any landowner found guilty of violating this article shall be fined at the rate of \$1,000 per day from the day of discovery of the incident until an approved restoration plan is enacted.
- C. Stormwater Pollution Prevention Plan. A Stormwater Pollution Prevention Plan (SWPPP) consistent with the requirements of Chapter 110 of the Riverhead Town Code shall be required for site plan approval. The SWPPP shall meet the performance and design criteria and standards in Chapter 110 of the code. The approved site plan shall be consistent with the provisions of the code.
- ~~C.~~ D. Permits. No building permit or land clearing permit as required by Chapter 52, Building Construction, required for any such activity, including, without limitation, grading, clearing, cutting and filling, excavating or tree removal associated therewith, or the erection, construction, alteration, demolition or moving of any structure, shall be issued until the required

site plan approval shall have been granted, and the approved site plan thereafter shall have been signed by a majority of the Planning Board.

~~D.~~ E. Certificates of occupancy. No certificate of occupancy shall be issued until all requirements and conditions of the site plan approval have been implemented and an as-built survey, including without limitation the location of all buildings, structures, curb cuts, and other required improvements (e.g., berms, buffer areas), has been submitted to the Planning Director or his duly authorized representative. Any significant change to the approved site plan or elevations that affects the physical character of the building(s) and/or the site, in the absence of an approved amended site plan reflecting said changes, shall cause the certificate of occupancy to be withheld until such change is approved by the Planning Board. The Planning Director shall determine the significance of any such change.

~~E.~~ F. Expiration. Site plan approval shall remain in effect for 36 months. In the event that the applicant has not obtained a valid building permit within said thirty-six-month period, the Board approving the site plan may grant one twelve-month extension of site plan approval, upon the request of the applicant made at least 30 days prior to the expiration of the original thirty-six-month period. This section shall also apply to site plans which have been approved but which have not obtained a building permit prior to the date of adoption of this section.

~~F.~~ G. Penalties for violation of approved site plan. [Added 2-4-2003 by L.L. No. 1-2003]

- (1) It shall be unlawful for any person, firm or corporation to construct, alter, repair, move, remove, demolish, equip, use, occupy or maintain any real property, building or structure or portion thereof in violation of the approved site plan.
- (2) For any and every violation of the approved site plan, the owner or general agent of a building or premises where such violation has been committed or shall exist, and the lessee or tenant of an entire building or entire premises where such violation of approved site plan has been committed or shall exist, and any builder, architect, tenant, contractor, subcontractor, construction superintendent or their agents or any other person taking part or assisting in any such violation of an approved site plan, shall, upon conviction thereof, be liable to a fine or penalty not exceeding \$1,000 for each and every violation. Each day that such violation continues shall constitute a separate and distinct violation of the approved site plan.

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

Dated: Riverhead, New York
November 7, 2007

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

BARBARA GRATTAN, Town Clerk

11/7/07

Adopted

TOWN OF RIVERHEAD

Resolution # 1053

AUTHORIZES TOWN CLERK TO PUBLISH AND POST PUBLIC NOTICE TO CONSIDER A LOCAL LAW TO AMEND CHAPTER 108 ENTITLED, "ZONING" OF THE RIVERHEAD TOWN CODE
(§108-95. Subdivision Regulations – General Provisions.)

COUNCILMAN BARTUNEK

_____ offered the following resolution, was seconded by

COUNCILWOMAN BLASS :

RESOLVED, the Town Clerk is hereby authorized to publish the attached public notice to consider a local law to amend Chapter 108 entitled, "Zoning" of the Riverhead Town Code once in the November 15, 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 amendment to be posted on the sign board of the Town; and be it further

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

THE VOTE

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

THE RESOLUTION WAS WAS NOT
THEREFORE DULY ADOPTED

**TOWN OF RIVERHEAD
PUBLIC NOTICE**

PLEASE TAKE NOTICE that a public hearing will be held before the Town Board of the Town of Riverhead at 200 Howell Avenue, Riverhead, New York on the 4th day of December, 2007 at 2:25 o'clock p.m. to consider a local law to amend Chapter 108 entitled, "Zoning" of the Riverhead Town Code as follows:

CHAPTER 108
ZONING
ARTICLE XX
Subdivision Regulations

§ 108-95. General provisions.

D. Stormwater Pollution Prevention Plan.

- (1) A Stormwater Pollution Prevention Plan (SWPPP) consistent with the requirements of Chapter 110 of the Riverhead Town Code shall be required for Preliminary Subdivision Plat approval. The SWPPP shall meet the performance and design criteria and standards in Chapter 110, section 6 of this code. The approved Preliminary Subdivision Plat shall be consistent with the provisions of this code.
- (2) A Stormwater Pollution Prevention Plan consistent with the requirement of the code and with the terms of preliminary plan approval shall be required for Final Subdivision Plat approval. The SWPPP shall meet the performance and design criteria and standards in Chapter 110, section 6 of the code. The approved Final Subdivision Plat shall be consistent with the provision of the code.

- Underline represents addition(s)

Dated: Riverhead, New York
November 7, 2007

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

BARBARA GRATTAN, Town Clerk

11/7/07

Adopted

TOWN OF RIVERHEAD

Resolution # 1054

AUTHORIZES THE TOWN CLERK TO PUBLISH AND POST PUBLIC NOTICE TO CONSIDER A LOCAL LAW FOR THE ADDITION OF CHAPTER 109 ENTITLED, "PROHIBITION OF ILLICIT DISCHARGES AND CONNECTIONS TO THE TOWN OF RIVERHEAD MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4)" OF THE RIVERHEAD TOWN CODE

COUNCILWOMAN BLASS

_____ offered the following resolution, was seconded by

COUNCILMAN DENSIESKI :

RESOLVED, the Town Clerk is hereby authorized to publish the attached public notice to consider a local law for the addition of Chapter 109 entitled, " Prohibition of Illicit Discharges and Connections to the Town of Riverhead Municipal Separate Storm Sewer System (MS4)" of the Riverhead Town Code once in the November 15, 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 amendment to be posted on the sign board of the Town; and be it further

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

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

**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 4^h day of December, 2007 at 2:10 o'clock p.m. to consider a local law for the addition of Chapter 109 entitled, "Prohibition of Illicit Discharges and Connections to the Town of Riverhead Municipal Separate Storm Sewer System (MS4)" of the Riverhead Town Code.

A copy of the entire text of this proposed local law may be reviewed at the Office of the Town Clerk at 200 Howell Avenue, Riverhead, New York, Monday through Friday, between the hours of 8:30 a.m. and 4:30 p.m.

Dated: Riverhead, New York
November 7, 2007

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

BARBARA GRATTAN, Town Clerk

Chapter 109
**Prohibition of Illicit Discharges and Connections to the Town of Riverhead Municipal
Separate Storm Sewer System (MS4)**

**REGULATIONS REGARDING THE USE OF THE TOWN OF RIVERHEAD MUNICIPAL
SEPARATE STORM SEWER SYSTEM (MS4), THE DIRECT OR INDIRECT
CONNECTION TO THE TOWN'S MS4, THE DISCHARGE OF WATER AND
POLLUTANTS INTO THE TOWN'S MS4, THE TOWN'S DISCHARGE INTO OTHER MS4s
AND PROVIDING PENALTIES FOR VIOLATIONS THEREOF.**

§109-1. Legislative Intent.

- A.** The purpose of this chapter is to provide for the health, safety and general welfare of the residents of the Town of Riverhead through the regulation of connections to the Town's municipal separate storm sewer system (MS4) and the regulation of non-stormwater discharges to the (MS4) to the maximum extent practicable as required by federal and state law. This chapter establishes methods for controlling the introduction of pollutants into the MS4 in order to comply with requirements of the New York State Department of Environmental Conservation's (NYSDEC) State Pollutant Discharge Elimination System (SPDES) General Permit (GP-02-02) for Municipal Separate Storm Sewer Systems. The objectives of this chapter are:
- 1.** To meet the requirements of the SPDES General Permit for Stormwater Discharges from MS4s, Permit No. GP-02-02 or as amended or revised;
 - 2.** To regulate the contribution of pollutants to the MS4 since such systems are not designed to accept, process or discharge non-stormwater wastes;
 - 3.** To prohibit unauthorized and illicit connections, activities and discharges to the MS4;
 - 4.** To establish legal authority to implement all inspection, surveillance and monitoring procedures necessary to ensure compliance with this chapter; and
 - 5.** To promote public awareness of the hazards involved in the improper discharge of trash, yard waste, lawn chemicals, pet waste, wastewater, grease, oil, petroleum products, cleaning products, paint products, hazardous waste, sediment and other pollutants into the MS4.

§109-2. Definitions.

Whenever used in this chapter, unless a different meaning is stated in a definition applicable to only a portion of this chapter, the following terms will have meanings set forth below:

BEST MANAGEMENT PRACTICES (BMP) - Schedules of activities, prohibitions of practices, general good housekeeping practices, pollution prevention and educational practices, maintenance procedures, and other management practices to prevent or reduce the discharge of pollutants directly or indirectly to stormwater, receiving waters, or stormwater conveyance systems. BMP also include treatment practices, operating procedures, and practices to control site runoff, spillage or leaks, sludge or water disposal, or drainage from raw materials storage.

CLEAN WATER ACT - The Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.), and any subsequent amendments thereto.

CODE - Code of the Town of Riverhead.

CONNECTION PERMIT - An authorization for connection as well as a discharge permitted under Section 13 of this chapter, as well as a discharge authorized under a SPDES permit, waiver, or waste discharge order issued to the discharger and administered under the authority of the NYSDEC. This permit is subject to special terms and conditions by the SMO. The permit will expire on or before the expiration of the NYSDEC SPDES permit, waiver or order or upon change of ownership or use of the property.

CONSTRUCTION ACTIVITY - Activities requiring authorization under a NYSDEC SPDES permit for stormwater discharges from construction activity, GP-02-01, as amended or revised, or activities covered by Erosion and Sediment Control or Pollution Prevention Plan laws, ordinances or regulations of the Town. These activities include construction projects resulting in land disturbance equal to or greater than the area stipulated in statutes or regulations of the State, County or the Town, whichever is most restrictive. Such activities include, but are not limited to, clearing and grubbing, grading, excavating, and demolition.

COUNTY - The County of Suffolk.

GENERAL PERMIT - An authorization for the connection as well as the discharge of stormwater or authorized non-stormwater (per Section 6 of this chapter), from properties occupied by private dwellings.

HAZARDOUS MATERIALS - Any material, including any substance, waste, or combination thereof, which because of its quantity, concentration, or physical, chemical, or infectious characteristics may cause, or significantly contribute to, a substantial present or potential hazard to human health, safety, property, or the environment when improperly treated, stored, transported, disposed of, or otherwise managed.

ILLICIT ACTIVITY - Any action or condition, active or passive, that results in non-stormwater discharges entering the Town's MS4.

ILLICIT CONNECTION - Any drain or conveyance, whether on the surface or subsurface, which allows an illegal discharge to enter the MS4 including, but not limited to:

1. Any conveyances which allow any non-stormwater discharge including treated or untreated sewage, process wastewater and wash water to enter the MS4, and any connections to the storm drain system from indoor drains and sinks, regardless of whether said drain or connection had been previously allowed, permitted or approved by an authorized enforcement agency; or
2. Any drain or conveyance connected from a commercial or industrial land use to the MS4 which has not been documented in plans, maps or equivalent records and approved by an authorized enforcement agency;
3. Any building or structure floor drain or trench drain; and
4. Any unauthorized connection as defined elsewhere in this section.

ILLICIT DISCHARGE - Any discharge through an unauthorized connection, and any direct or indirect non-stormwater discharge to the MS4, except as exempted in Section 6 of this chapter.

INDIVIDUAL SEWAGE TREATMENT SYSTEM - A facility serving one or more parcels of land or residential households, or a private, commercial or institutional facility that treats sewage or other liquid wastes for discharge into the groundwaters of New York State, except where a permit for such a facility is required under the applicable provisions of Article 17 of the Environmental Conservation Law.

INDUSTRIAL ACTIVITY - Activities requiring the SPDES permit for discharges from industrial activities except construction, GP-98-03, as amended or revised.

LICENSED/CERTIFIED PROFESSIONAL - New York State licensed professional engineer or licensed architect.

MS4 - Municipal Separate Storm Sewer System owned by the Town or another municipal entity.

MUNICIPAL SEPARATE STORM SEWER SYSTEM - A conveyance or system of conveyances and retention and infiltration facilities; (including roads with drainage systems, curbs and gutters on municipal streets, manholes, catch basins, ditches, man-made channels, or storm drains, stormwater basins, drainage reserve areas, drywells or any other component of a stormwater system) that is:

1. Owned or operated by the Town or another municipal entity;
2. Designed or used for collecting and/or conveying and/or storing and/or infiltrating and/or managing stormwater; and
3. Which is not a combined sewer; and

4. Which is not part of a Publicly Owned Treatment Works (POTW) as defined at 40 CFR 122.2.

MUNICIPALITY - A County, Town, Village or other unit of government.

NON-STORMWATER DISCHARGE - Any discharge to the MS4 that is not composed entirely of stormwater.

NYSDEC - The New York State Department of Environmental Conservation

OFFICE OF THE TOWN ENGINEER - Office of the Town Engineer of the Town of Riverhead.

PERSON - Any individual, association, organization, partnership, firm, corporation or other entity recognized by law and acting as either the owner or as the owner's agent.

POLLUTANT - Anything which causes or contributes to pollution. Pollutants may include, but are not limited to, dredged spoil, filter backwash, solid waste, incinerator residue, treated or untreated sewage, garbage, sewage sludge, munitions, chemical wastes, biological materials, radioactive materials, hazardous materials, heat, wrecked or discarded equipment, rock, sand and industrial, municipal, agricultural waste and ballast discharged into water; which may cause or might reasonably be expected to cause pollution of the waters of the state in contravention of the standards. Also, paints, varnishes, and solvents; oil and other automotive fluids; hazardous or nonhazardous liquid and solid wastes, yard wastes including branches, grass clippings and leaves; refuse, rubbish, garbage, litter, or other discarded or abandoned objects and accumulations so that same may cause or contribute to pollution; and discharges of soaps, detergents, or floatables; pesticides, herbicides, and fertilizers; sewage, fecal coliforms and pathogens; dissolved and particulate metals; animal wastes; wastes and residues that result from constructing a building, structure or site improvements; cement, gravel, sand, silt, mud, other soils, and noxious or offensive matter of any kind.

PREMISES - Any building, lot, parcel of land, or portion of land whether improved or unimproved including adjacent sidewalks and parking strips.

SPECIAL CONDITIONS -

1. Discharge Compliance with Water Quality Standards. The condition that applies where an MS4 has been notified that the discharge of stormwater authorized under their MS4 SPDES permit may have caused or has the reasonable potential to cause or contribute to the violation of an applicable water quality standard. Under this condition the MS4 must take all necessary actions to ensure future discharges do not cause or contribute to a violation of water quality standards.
2. Federal Clean Water Act section 303(d) Listed Waters. The condition in an MS4 SPDES permit that applies where the MS4 discharges to a NYSDEC 303(d) listed

water. Under this condition the MS4's stormwater management program must ensure no increase of the listed pollutant of concern to the 303(d) listed water.

3. Total Maximum Daily Load (TMDL) Strategy. The condition in an MS4 SPDES permit where a TMDL including requirements for control of stormwater discharges has been approved by EPA for a water body or watershed into which the MS4 discharges. If the discharge from the MS4 did not meet the TMDL stormwater allocations prior to September 10, 2003, the MS4 was required to modify its stormwater management program to ensure that reduction of the pollutant of concern specified in the TMDL is achieved.
4. The condition in an MS4 permit that applies if a TMDL is approved in the future by EPA for any water body or watershed into which an MS4 discharges. Under this condition the MS4 must review the applicable TMDL to see if it includes requirements for control of stormwater discharges. If an MS4 is not meeting the TMDL stormwater allocations, the MS4 must, within 6 months of the TMDLs approval, modify its stormwater management program to ensure that reduction of the pollutant of concern specified in the TMDL is achieved.

SPECIAL PERMIT - An authorization for the connection as well as the discharge of stormwater or authorized non-stormwater (per Section 6 of this chapter), from all properties occupied by other than private dwellings.

STATE - State of New York.

STATE POLLUTANT DISCHARGE ELIMINATION SYSTEM (SPDES) STORMWATER DISCHARGE PERMIT - A permit issued by the NYSDEC that authorizes the discharge of pollutants to waters of the State.

STORMWATER - Rainwater; or surface runoff and/or subsurface drainage due to rain, snow, or other precipitation or a combination thereof.

STORMWATER MANAGEMENT OFFICER (SMO) - The Town Engineer of the Town of Riverhead (or the person serving in the capacity of the Town Engineer) or his/her authorized deputies, agents or representatives, including employees of other Town Departments, as appropriate.

STORMWATER POLLUTION PREVENTION PLAN (SWPPP)- SWPPPs formalize the design of stormwater management measures for each site. The SWPPP has two parts: an erosion and sediment control plan and a post-construction stormwater control plan. The erosion and sediment control plan, required for all regulated construction activities, lays out the nature, placement and capacity of runoff control measures to be used during construction. Where permanent measures are necessary to manage stormwater runoff after construction is completed, a post-construction stormwater control plan is also required, setting forth engineering details, construction schedules and responsibility for ongoing operation and maintenance of permanent stormwater management measures.

303(D) LIST - A list of all surface waters in the state for which beneficial uses of the water (drinking, recreation, aquatic habitat, and industrial use) are impaired by pollutants, prepared periodically by the NYSDEC as required by Section 303(d) of the Clean Water Act. 303(d) listed waters are estuaries, lakes and streams that fall short of state surface water quality standards and are not expected to improve within the next 2 years.

TMDL - Total Maximum Daily Load.

TOTAL MAXIMUM DAILY LOAD - The maximum amount of a pollutant allowed to be released into a waterbody so as not to impair uses of the water, allocated among the sources of that pollutant.

TOWN - The Town of Riverhead.

TOWN ENGINEER - The Town Engineer of the Town of Riverhead, or his/her authorized deputies, agents, or representatives

UNAUTHORIZED CONNECTION - A permanent or temporary unapproved direct or indirect conveyance to the Town's MS4. Any connection, pipe, hose, swale, or other conveyance underground or above ground that is not documented on plans, maps, or equivalent records approved by the Town Engineer or other jurisdictionally appropriate agency, or that is not approved by a permit issued by the Town Engineer or other jurisdictionally appropriate agency, is considered unauthorized regardless of whether the discharge is otherwise allowed by this chapter.

UNCONTAMINATED - Means "free of pollutants" or containing pollutants within acceptable limits as defined by the governing regulatory code. (See definition of Pollutant).

WASTEWATER - Water that is not stormwater, and that is adversely affected in quality by anthropogenic influence. This includes, but is not limited to discharges resulting from residential, commercial, industrial, and agricultural water usage.

§109-3. Applicability.

This chapter shall apply to discharged connections to the Town's MS4. This includes activities that result in discharge, seepage or deposition into the Town's MS4, and all water entering the MS4 generated on any developed and undeveloped lands unless explicitly exempted by an authorized enforcement agency and allowed by a discharge or connection permit or other document approved by the jurisdictionally appropriate agency. This chapter shall also apply to discharges and connections entering via another MS4 that is tributary to the Town's MS4.

§109-4. Responsibility for Administration.

The Town Engineer of the Town of Riverhead, or duly authorized deputies, agents or representatives is designated as the Stormwater Management Officer (SMO). The Town

Engineer, duly authorized deputies, agents or representatives or employees of other Riverhead town departments, as appropriate, shall administer, implement, and enforce the provisions of this chapter.

§109-5. Severability.

The provisions of this chapter are hereby declared to be severable. If any provision, clause, sentence, or paragraph of this chapter or the application thereof to any person, establishment, or circumstances shall be held invalid, such invalidity shall not affect the other provisions or application of this chapter.

§109-6. Discharge Prohibitions.

A. Prohibition of Illicit Discharges. No person shall discharge or cause to be discharged into the Town's MS4 any materials other than stormwater except as provided in subsection A.

1. The commencement, conduct or continuance of any illicit (illegal) discharge to the MS4 is prohibited except as described as follows:

1. The following discharges are exempt from discharge prohibitions established by this chapter, unless they are subsequently determined to be substantial contributors of pollutants: water line flushing or other potable water sources, uncontaminated landscape irrigation or lawn watering, existing diverted stream flows, rising ground water, uncontaminated ground water infiltration to storm drains, uncontaminated pumped ground water, foundation or footing drains, uncontaminated crawl space or basement sump pump discharges, air conditioning condensate, uncontaminated irrigation water, springs, water from individual residential car washing, natural riparian habitat or wetland flows, dechlorinated swimming pool discharges, residential street wash water, water from fire fighting activities, and any other water source not containing pollutants. Such exempt discharges shall be made in accordance with an appropriate plan for reducing pollutants.

2. Discharges approved in writing by the SMO to protect life or property from imminent harm or damage, provided that such approval shall not be construed to constitute compliance with other applicable laws, codes and requirements, and further provided that such discharges may be permitted for a specified time period and under such conditions as the SMO may deem appropriate to protect such life and property while reasonably maintaining the purpose and intent of this chapter.

3. Dye testing in compliance with applicable state and local laws or codes is an allowable discharge, but requires a written notification to the SMO prior to the time of the test.

4. The prohibition shall not apply to any discharge permitted under a SPDES permit, waiver, or waste discharge order issued to the discharger and administered under the authority of the NYSDEC, provided that the discharger is in full compliance

with all requirements of the permit, waiver, or order and other applicable laws, codes and regulations, and provided that written approval has been granted for any discharge to the MS4 by the SMO.

§109-7. Prohibition of Unauthorized Connections.

A. Connections to the Town's MS4 without a permit are prohibited.

1. Any connection to the Town's MS4 is considered to be an unauthorized connection unless it has been approved by a permit issued by the SMO or documented on a plan, or map that has been approved by the SMO. This constraint applies to all connections, permanent or temporary, regardless of whether the discharge is otherwise permitted by this chapter.
2. The construction, use, maintenance or continued existence of unauthorized connections to the Town's MS4 is prohibited.
3. This prohibition expressly includes, without limitation, connections made in the past, regardless of whether the connection was permissible under law, code or practices applicable or prevailing at the time of connection.
4. A person is considered to be in violation if a connection is made from his/her property to the Town's MS4 that is not authorized, or allows such a connection to continue.
5. The connection of interior floor, trench, or roof drains to the MS4 at the entrances to buildings or other structures is prohibited.

B. Remedy Unauthorized Connections. Where the SMO has identified an unauthorized connection as defined in subsection A. 2. of this section, the SMO may require that a proper permit be obtained or that the connection be removed at the property owner's expense.

§109-8. Prohibition Against Failing Individual Sewage Treatment Systems.

No persons shall operate a failing individual sewage treatment system in areas tributary to the Town's MS4. A failing individual sewage treatment system is one which has one or more of the following conditions:

- A. The backup of sewage into a structure.
- B. Discharges of treated or untreated sewage onto the ground surface.
- C. A connection or connections to the Town's MS4.
- D. Liquid level in the septic tank above the outlet invert.

E. Structural failure of any components of the individual sewage treatment system that could lead to any of the other failure conditions as noted in this section.

F. Contamination of off-site groundwater.

§109-9. Prohibition Against Activities Contaminating Stormwater or Maintaining or Using an Unauthorized Connection to the Town's MS4.

A. Activities that are subject to the requirements of this chapter are those types of activities that:

1. Cause or contribute to a violation of the Town's MS4 SPDES permit.

2. Cause or contribute to the Town being subject to the Special Conditions as defined in Section 2 of this chapter.

3. Cause or contribute to the Town's MS4 receiving pollutants as defined in Section 2 of this chapter.

4. Cause or contribute to the Town's MS4 receiving discharges from an undocumented or unauthorized connection (whether permanent or temporary).

B. Such activities include failing individual sewage treatment systems as defined in Section 8 of this chapter, improper management of pet waste or any other activity that causes or contributes to violations of the Town's MS4 SPDES permit authorization.

C. Upon notification to a person that he or she is engaging or has engaged in activities that cause or contribute to violations of the Town's MS4 SPDES permit authorization or cause or contribute to pollutants being discharged to the Town's MS4, that person shall take all reasonable actions to correct such activities such that he or she no longer causes or contributes to violations of the Town's MS4 SPDES permit authorization, or causes or contributes to pollutants to be discharged or deposited into the Town's MS4.

§109-10. Requirement to Prevent, Control, and Reduce Stormwater Pollutants by the Use of Best Management Practices.

A. Best Management Practices (BMP). Where the SMO has identified illicit discharges as defined in Section 2 of this chapter or activities contaminating stormwater as defined in Section 9 of this chapter, the SMO may require implementation of Best Management Practices (BMP) to control those illicit discharges and activities.

1. The owner or operator of a commercial or industrial establishment shall provide, at their own expense, reasonable protection from accidental discharge of prohibited materials, pollutants or other wastes into the MS4 through the use of structural and non-structural BMP.

2. Any person responsible for a property or premise, which is, or may be, the source of an illicit discharge as defined in Section 2 of this chapter or an activity contaminating stormwater as defined in Section 9 of this chapter, may be required to implement, at said person's expense, additional structural and non-structural BMP to reduce or eliminate the source of pollutant(s) to the MS4.
3. Compliance with all terms and conditions of a valid SPDES permit authorizing the discharge of stormwater associated with industrial activity, to the extent practicable, shall be deemed in compliance with the provisions of this section.

B. Individual Sewage Treatment Systems. Response to Special Conditions Requiring No Increase of Pollutants or Requiring a Reduction of Pollutants:

Where individual sewage treatment systems are contributing to the Town's MS4 being subject to the Special Conditions as defined in Section 2 of this chapter, the owner or operator of such individual sewage treatment systems shall be required to:

1. Maintain and operate individual sewage treatment systems as follows:
 - a. Have the septic tank professionally inspected annually to determine scum and sludge accumulation. A copy of the inspection report(s) shall be submitted to the SMO for review and determination of appropriate maintenance or remediation actions to be performed. These actions include, at a minimum:
 - b. Septic tanks must be pumped out whenever the bottom of the scum layer is within 3 inches of the bottom of the outlet baffle or sanitary tee or the top of the sludge is within 10 inches of the bottom of the outlet baffle or sanitary tee.
 - c. Avoid the use of septic tank additives.
 - d. Avoid the disposal of excessive quantities of detergents, kitchen wastes, laundry wastes and household chemicals into the septic system; and
 - e. Avoid the disposal of cigarette butts, disposable diapers, sanitary napkins, trash and other such items into the septic system.
2. Repair or replace individual sewage treatment systems as follows:
 - a. In accordance with 10 NYCRR Appendix 75A to the maximum extent practicable.
 - b. A design professional licensed and qualified to practice in New York State shall prepare design plans for any type of absorption field that involves:

- i) Relocating or extending an absorption area to a location not previously approved for such.
 - ii) Installation of a new subsurface treatment system at the same location.
 - iii) Use of alternate system or innovative system design or technology.
- c. A written certificate of compliance shall be submitted by the design professional to the SMO at the completion of construction of the repair or replacement system.

§109-11. Suspension of Access to MS4.

- A. The SMO may, without prior notice, suspend MS4 discharge access to a person when such suspension is necessary to stop an actual or threatened discharge, which presents or may present imminent and substantial danger to the environment, to the health or welfare of persons, or to the MS4. The SMO shall notify the person of such suspension within a reasonable time thereafter in writing of the reasons for the suspension. If the violator fails to comply with a suspension order issued in an emergency, the SMO may take such steps as deemed necessary to prevent or minimize damage to the MS4 or to minimize hazardous conditions which may adversely affect the health, safety, welfare, and property of residents of the Town.
- B. Suspension due to the detection of illicit discharge or unauthorized connection. Any person discharging to the Town's MS4 in violation of this chapter may have their MS4 access terminated if such termination would abate or reduce an illicit discharge or result in the remedy of an unauthorized connection. The SMO will notify a violator in writing of the proposed termination of its MS4 access and the reasons therefore. The violator may petition the SMO for a reconsideration and hearing. Access may be granted by the SMO if he/she finds that the illicit discharge has ceased and the discharger has taken steps to prevent its recurrence, or that the discharger has obtained proper permission for the connection. Access may be denied if the SMO determines in writing that the illicit discharge has not ceased or is likely to recur or the unauthorized connection has not been sufficiently remedied. A person commits an offense if the person reinstates MS4 access to premises terminated pursuant to this Section, without the prior approval of the SMO.

§109-12. Industrial or Construction Activity Discharges.

Any person subject to an industrial or construction activity SPDES stormwater discharge permit shall comply with all provisions of such permit. Proof of compliance with said permit may be required in a form acceptable to the SMO prior to the allowing of discharges to the MS4.

§109-13. Connection Permits.

A. General. Any connection to the Town's MS4 requires a permit issued by the SMO. Applications for permits shall be made on forms provided by the SMO. Permit applications shall be supplemented by any plans, specifications, analyses, calculations or other information considered pertinent by the SMO. The Town considers connection to its MS4 as a last resort to solve flooding problems. Before approving a connection, the Town will require that applicants use on-site best management practices to detain and remediate stormwater and other authorized non-stormwater discharges to the maximum extent practicable. The SMO will assess the adequacy of the applicant's on-site stormwater management practices.

B. Permit Types.

1. General Permit. An authorization for the connection as well as the discharge of stormwater or authorized non-stormwater discharge (per Section 6 of this chapter), from properties occupied by private dwellings.

2. Connection Permit. An authorization for connection as well as discharge authorized under this section of this chapter, as well as for a discharge permitted under a SPDES permit, waiver, or waste discharge order issued to the discharger and administered under the authority of the NYSDEC. This permit is subject to special terms and conditions by the Town Engineer. The permit will expire on or before the expiration of the NYSDEC SPDES permit, waiver or order or upon change of ownership or use of the property.

3. Special Permit. An authorization for the connection as well as the discharge of stormwater or authorized non-stormwater discharge (per Section 6 of this chapter), from all properties occupied by other than private dwellings.

C. Permit Fees. The following fee schedule:

<u>1. General Permit:</u>	<u>Application and Filing Fee:</u>	<u>\$25.00</u>
	<u>Inspection Fee:</u>	<u>None</u>
<u>2. Connection Permit:</u>	<u>Application and Filing Fee:</u>	<u>\$250.00</u>
	<u>Inspection Fee:</u>	<u>\$500.00</u>
<u>3. Special Permit:</u>	<u>Application and Filing Fee:</u>	<u>\$250.00</u>
	<u>Inspection Fee:</u>	<u>\$500.00</u>

D. Inspection. All connections to the Town's MS4 shall be subject to the approval and inspection by the SMO and/or other appropriate agency as deemed necessary by the SMO. The applicant must notify the SMO at least 48 hours prior to commencing work and at least 48 hours prior to final restoration so that the inspection can be scheduled.

- E. Indemnification. The property owner shall indemnify and save the Town harmless from any loss, damage or expense, claims or suits arising out of and in conjunction with the installation and connection to the Town's MS4. In addition, the Town makes no guarantee that its MS4 will not become surcharged or otherwise overburdened and that water from the MS4 will not back-up through the connection onto the owner's property. By making a connection, the applicant/owner assumes all of the risk and liability that may arise from it.
- F. Permit Transfers. General permits may be transferred with the sale of a residential property, provided the use does not change. The new property owner shall comply with the terms and conditions of the transferred permit. Special permits are not transferable without approval of the SMO.
- G. Work within Public Roads. Any connection made within or involving work within a public road will also comply and be subject to any and all applicable codes and regulations pertaining to permits for work on and within public streets and roads. A permit under this chapter does not relieve the applicant from the permits under the foregoing codes and regulations.
- H. Other Permits Required. A connection permit issued pursuant to this chapter does not relieve the applicant from any and all other permits, permissions, or compliance with rules and regulations that may be required by Federal, State, County, Town, and Village government agencies or other public or private parties. This permit does not supersede any of the above.
- I. Permit Rules and Regulations. The SMO may promulgate rules and regulations for the permitting process within the constraints of this chapter.

§109-14. Access and Monitoring of Discharges.

- A. Applicability. This section applies to all facilities that the SMO must inspect to enforce any provision of this chapter, or whenever the authorized enforcement agency has cause to believe that there exists, or potentially exists, in or upon any premises any condition that constitutes a violation of this chapter.
- B. Access to Facilities.
1. The SMO shall be permitted to enter and inspect facilities public and private subject to regulation under this chapter as often as may be necessary to determine compliance with this chapter. If a discharger has security measures in force that require proper identification and clearance before entry into its premises, the discharger shall make the necessary arrangements to allow access to the SMO.
 2. Facility operators shall allow the SMO ready access to all parts of the premises for the purposes of inspection, sampling, examination and copying of records as may be required to implement this chapter.

3. The Town shall have the right to set up on any facility subject to this chapter such devices as are necessary in the opinion of the Town Engineer to conduct monitoring and/or sampling of the facility's stormwater or non-stormwater discharge.
4. The Town Engineer has the right to require the facilities subject to this chapter to install monitoring equipment as is reasonably necessary to determine compliance with this chapter. The facility's sampling and monitoring equipment shall be maintained at all times in a safe and proper operating condition by the discharger at its own expense. All devices used to measure stormwater and non-stormwater flow and quality shall be calibrated to ensure their accuracy.
5. Unreasonable delays in allowing the Town access to a facility subject to this chapter are a violation of this chapter. A person who is the operator of a facility subject to this chapter commits an offense if the person denies the Town reasonable access to the facility for the purpose of conducting any activity authorized or required by this chapter.
6. If the SMO has been refused access to any part of the premises from which there exists a non-permitted stormwater or non-stormwater discharge to the MS4, and he/she is able to demonstrate probable cause to believe that there may be a violation of this chapter, or that there is a need to inspect and/or sample as part of a routine inspection and sampling program designed to verify compliance with this chapter or any order issued hereunder, then the SMO may seek issuance of a search warrant from any court of competent jurisdiction.

§109-15. Notification of Spills.

Notwithstanding other requirements of law, as soon as any person responsible for a facility or operation, or responsible for emergency response for a facility or operation has information of any known or suspected release of materials which are resulting or may result in illicit discharges or pollutants discharging into the MS4, said person shall take all necessary steps to ensure the recovery, containment, and cleanup of such release. In the event of such a release of hazardous materials said person shall immediately notify emergency response agencies of the occurrence via emergency dispatch services. In the event of a release of nonhazardous materials, said person shall notify the SMO in person or by telephone or facsimile no later than the next business day. Notifications in person or by telephone shall be confirmed by written notice addressed and mailed to the SMO within 3 business days of the telephone notice. If the discharge of prohibited materials emanates from a commercial or industrial establishment, the owner or operator of such establishment shall also retain an on-site written record of the discharge and the actions taken to prevent its recurrence. Such records shall be retained by the owner for at least 3 years.

§109-16. Enforcement.

A. Notice of Violation.

When the SMO or other authorized Town personnel finds that a person has violated a prohibition or failed to meet a requirement of this chapter or a permit issued pursuant to this chapter, he/she may order compliance by written notice of violation to the responsible person. Such notice may require without limitation any or all of the actions listed below:

1. The elimination of illicit or unauthorized connections or discharges;
2. That violating discharges, practices, operations, activities, or connections shall cease and desist;
3. The abatement or remediation of stormwater pollution or contamination hazards and the restoration and/or remediation of any affected property;
4. The performance of monitoring, analyses, and reporting by a qualified professional;
5. Payment of a fine; and
6. The implementation of source control or treatment BMPs. If abatement of a violation and/or restoration of affected property is required, the notice shall set forth a deadline within which such remediation or restoration must be completed. Said notice shall further advise that, should the violator fail to remediate or restore within the established deadline, the work will be done by a designated governmental agency or a contractor and the expense thereof shall be charged to the violator.

B. Penalties.

In addition to or as an alternative to any penalty provided herein or by law, any person who violates the provisions of this chapter shall be guilty of a violation punishable by a fine not exceeding one-thousand dollars (\$1,000) or imprisonment for a period not to exceed 2 months, or both for conviction of a first offense; for conviction of a second offense both of which were committed within a period of 5 years, punishable by a fine not less than one-thousand dollars (\$1,000) nor more than two-thousand five-hundred dollars (\$2,500) or imprisonment for a period not to exceed 2 months, or both; and upon conviction for a third or subsequent offense all of which were committed within a period of 5 years, punishable by a fine not less than two-thousand five-hundred dollars (\$2,500) nor more than five thousand dollars (\$5,000) or imprisonment for a period not to exceed 2 months, or both. However, for the purposes of conferring jurisdiction upon courts and judicial officers generally, violations of this chapter shall be deemed misdemeanors and for such purpose only all provisions of law relating to misdemeanors shall apply to such violations. Each day's continued violation shall constitute a separate additional violation.

§109-17. Appeal of Notice of Violation.

Any person receiving a Notice of Violation may appeal within 15 calendar days of its issuance. The SMO shall hear the appeal within 30 days after the filing of the appeal, and within 5 days of making his/her decision, issue a decision by certified mail to the discharger. The SMO may conduct the hearing and take evidence or may designate any officer or employee of the Town to do so.

§109-18. Corrective Measures After Appeal.

- A. If the violation has not been corrected pursuant to the requirements set forth in the Notice of Violation, or, in the event of an appeal, within 5 business days of the decision of the SMO, then the SMO shall request the owner's permission for access to the subject private property to take any and all measures reasonably necessary to abate the violation and/or restore the property.
- B. If refused access to the subject private property, the SMO may seek a warrant in a court of competent jurisdiction to be authorized to enter upon the property to determine whether a violation has occurred. Upon determination that a violation has occurred, the SMO may seek a court order to take any and all measures reasonably necessary to abate the violation and/or restore the property. The cost of implementing and maintaining such measures shall be the sole responsibility of the property owner.

§109-19. Injunctive Relief.

It shall be unlawful for any person to violate any provision or fail to comply with any of the requirements of this chapter. If a person has violated or continues to violate the provisions of this chapter, the SMO may petition for a preliminary or permanent injunction restraining the person from activities which would create further violations or compelling the person to perform abatement or remediation of the violation.

§109-20. Alternative Remedies.

- A. Where a person has violated a provision of this chapter, he/she may be eligible for alternative remedies in lieu of a civil penalty, upon recommendation of the Town Attorney and concurrence of the SMO, where:
1. The violation was unintentional.
 2. The violator has no history of previous violations of this chapter.
 3. Environmental damage was minimal.
 4. Violator acted quickly to remedy violation.
 5. Violator cooperated in investigation and resolution.

B. Alternative remedies may consist of one or more of the following:

1. Attendance at compliance workshops.
2. Storm drain stenciling or storm drain marking.
3. River, stream or creek cleanup activities.
4. Other public service which is consistent with the objectives of the Town's Stormwater Management Program.

§109-21. Violations Deemed a Public Nuisance.

In addition to the enforcement processes and penalties provided, any condition caused or permitted to exist in violation of any of the provisions of this chapter is a threat to public health, safety, and welfare, and is declared and deemed a nuisance, and may be summarily abated or restored at the violator's expense, and/or a civil action to abate, enjoin, or otherwise compel the cessation of such nuisance may be taken.

§109-22. Remedies Not Exclusive.

The remedies listed in this chapter are not exclusive of any other remedies available under any applicable federal, state or local law and it is within the discretion of the authorized enforcement agency to seek cumulative remedies.

§109-23. Multiple Jurisdiction.

In the event that a discharge or connection constitutes a violation that is the responsibility of multiple MS4s, the violator may be subject to enforcement pursuant to any/all of the responsible MS4's illicit discharge code or other relevant rules and regulations.

§109-24. Adoption of Code.

This chapter shall be in full force and effect immediately upon adoption. All prior chapters and parts of chapters in conflict with this chapter are hereby repealed.

11/7/07

TOWN OF RIVERHEAD

Adopted

Resolution # 1055

AUTHORIZES THE TOWN CLERK TO PUBLISH AND POST PUBLIC NOTICE TO CONSIDER A LOCAL LAW FOR THE ADDITION OF CHAPTER 110 ENTITLED, "STORMWATER MANAGEMENT AND EROSION AND SEDIMENT CONTROL REGULATIONS" OF THE RIVERHEAD TOWN CODE

COUNCILMAN DENSIESKI

_____ offered the following resolution, was seconded by

COUNCILMAN BARTUNEK :

RESOLVED, the Town Clerk is hereby authorized to publish the attached public notice to consider a local law for the addition of Chapter 110 entitled, "Stormwater Management and Erosion and Sediment Control Regulations" of the Riverhead Town Code once in the November 15, 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 amendment to be posted on the sign board of the Town; and be it further

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

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

**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 4^h day of December, 2007 at 2:05 o'clock p.m. to consider a local law for the addition of Chapter 110 entitled, "Stormwater Management and Erosion and Sediment Control Regulations" of the Riverhead Town Code.

A copy of the entire text of this proposed local law may be reviewed at the Office of the Town Clerk at 200 Howell Avenue, Riverhead, New York, Monday through Friday, between the hours of 8:30 a.m. and 4:30 p.m.

Dated: Riverhead, New York
November 7, 2007

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

BARBARA GRATTAN, Town Clerk

Chapter 110
Stormwater Management and
Erosion and Sediment Control

A code provision to amend the code of the Town of Riverhead to adopt regulations governing stormwater management, and erosion and sediment control.

§110-1. General Provisions.

Findings of Fact

It has been determined that:

- A. Land development activities and associated increases in site impervious cover often alter the hydrologic response of local watersheds and increase stormwater runoff rates and volumes, flooding, stream channel erosion, or sediment transport and deposition;
- B. This stormwater runoff contributes to increased quantities of water-borne pollutants, including siltation of aquatic habitat for fish and other desirable species;
- C. Clearing and grading during construction tends to increase soil erosion and add to the loss of native vegetation necessary for terrestrial and aquatic habitat;
- D. Lack of or improper design and/or construction of stormwater management practices can increase the velocity of stormwater runoff thereby increasing stream bank erosion and sedimentation;
- E. Impervious surfaces allow less water to percolate into the soil, thereby decreasing groundwater recharge and stream baseflow;
- F. Substantial economic losses can result from these adverse impacts on the waters of the State;
- G. Stormwater runoff, soil erosion and nonpoint source pollution can be controlled and minimized through the regulation of stormwater runoff from land development activities;
- H. The regulation of stormwater runoff discharges from land development activities in order to control and minimize increases in stormwater runoff rates and volumes, soil erosion, stream channel erosion, and nonpoint source pollution associated with stormwater runoff is in the public interest and will minimize threats to public health and safety.
- I. Regulation of land development activities by means of performance standards governing stormwater management and site design will produce development compatible with the natural functions of a particular site or an entire watershed and thereby mitigate the adverse effects of non-point source pollution, erosion and sedimentation from development.

§110-2. Definitions.

The terms used in this chapter or in documents prepared or reviewed under this chapter shall have the meaning as set forth in this section.

Agricultural Activity - the activity of an active farm including grazing and watering livestock, irrigating crops, harvesting crops, using land for growing agricultural products, and cutting timber for sale, but shall not include the operation of a dude ranch or similar operation, or the construction of new structures associated with agricultural activities.

Applicant - a property owner or agent of a property owner who has filed an application for a land development or redevelopment activity.

Building - any structure, either temporary or permanent, having walls and a roof, designed for the shelter of any person, animal, or property, and occupying more than 100 square feet of area.

Clearing - any activity that removes the vegetative surface cover.

Dedication - the deliberate appropriation of property by its owner for general public use.

Department - the New York State Department of Environmental Conservation.

Design Manual - the New York State Stormwater Management Design Manual, most recent version including applicable updates, which serves as the official guide for stormwater management principles, methods and practices.

Developer - a person who undertakes land development activities.

EPA - Environmental Protection Agency.

Erosion - The removal of soil particles by the action of water, wind, ice or other geological agents.

Erosion Control Manual - the most recent version of the "New York Standards and Specifications for Erosion and Sediment Control" manual, commonly known as the "Blue Book."

Grading - excavation or fill of material, including the resulting conditions thereof.

Impervious Cover - those surfaces, improvements and structures that cannot effectively infiltrate rainfall, snow melt and water (e.g., building rooftops, pavement, sidewalks, driveways, etc).

Infiltration - the process of percolating stormwater into the subsoil.

Land Development/Redevelopment Activity - construction activity including clearing, grading, excavating, soil disturbance or placement of fill that results in land disturbance of equal to or greater than one acre, or activities disturbing less than one acre of total land area that is part of a larger common plan of development or sale, even though multiple separate and distinct land development or redevelopment activities may take place at different times on different schedules.

Landowner - the legal or beneficial owner of land, including those holding the right to purchase or lease the land, or any other person holding proprietary rights in the land.

Licensed/Certified Professional - A person currently licensed to practice engineering in New York State (PE) or a Certified Professional in Erosion and Sediment Control (CPESC), or a Certified

Professional in Stormwater Quality (CPSWQ).

Maintenance Agreement - a legally recorded document that acts as a property deed restriction, and which provides for long-term maintenance of stormwater management practices.

Municipal Separate Storm Sewer System (MS4) - A conveyance or system of conveyances and retention and infiltration facilities; (including roads with drainage systems, curbs and gutters on municipal streets, manholes, catch basins, ditches, man-made channels, or storm drains, stormwater basins, drainage reserve areas, drywells or any other component of a stormwater system) that is:

1. Owned or operated by the Town or another municipal entity;
2. Designed or used for collecting and/or conveying and/or storing and/or infiltrating and/or managing stormwater;
3. Which is not a combined sewer; and
4. Which is not part of a Publicly Owned Treatment Works (POTW) as defined at 40 CFR 122.2.

NYSDEC - New York State Department of Environmental Conservation.

Nonpoint Source Pollution - pollution from any source other than from any discernible, confined, and discrete conveyances, and shall include, but not be limited to, pollutants from agricultural, silvicultural, mining, construction, subsurface disposal and urban runoff sources.

Phasing - clearing a parcel of land in distinct pieces or parts, with the stabilization of each piece completed before the clearing of the next.

Planning Board - the Planning Board of the Town of Riverhead.

Pollutant of Concern - sediment or a water quality measurement that addresses sediment (such as total suspended solids, turbidity or siltation) and any other pollutant that has been identified as a cause of impairment of any water body that will receive a discharge from the land development activity.

Project - land development or redevelopment activity.

Recharge - the replenishment of underground water reserves.

Sediment Control - measures that prevent eroded sediment from leaving the site.

Silvicultural Activity - the activity related to the establishment, growth, composition and quality of forest vegetation.

SPDES General Permit for Construction Activities GP-02-01 - A permit under the New York State Pollutant Discharge Elimination System (SPDES) issued to developers of construction activities to regulate disturbance of one or more acres of land.

SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems GP-02-02 - A permit under the New York State Pollutant Discharge Elimination System (SPDES) issued to municipalities to regulate discharges from municipal separate storm sewers for compliance with EPA and/or NYSDEC established water quality standards and/or to specify stormwater control standards

Stabilization - the use of practices that prevent exposed soil from eroding.

Stop Work Order - an order issued which requires that all construction activity on a site be stopped.

Stormwater - Rainwater; or surface runoff and/or subsurface drainage due to rain, snow, or other precipitation or a combination thereof.

Stormwater Management - the use of structural or non-structural practices that are designed to reduce stormwater runoff and mitigate its adverse impacts on property, natural resources and the environment.

Stormwater Management Facility - one or a series of stormwater management practices installed, stabilized and operating for the purpose of controlling stormwater runoff.

Stormwater Management Officer (SMO) - the Town Engineer of the Town of Riverhead (or the person serving in the capacity of the Town Engineer) or his/her authorized deputies, agents or representatives, including employees of other Town Departments as appropriate. The SMO is designated by the Town to accept and review stormwater pollution prevention plans, forward the plans to the applicable municipal board and inspect stormwater management practices.

Stormwater Management Practices (SMPs) - measures, either structural or nonstructural, that are determined to be the most effective, practical means of preventing flood damage and preventing or reducing point source or nonpoint source pollution inputs to stormwater runoff and water bodies.

Stormwater Pollution Prevention Plan (SWPPP) - Stormwater Pollution Prevention Plan. SWPPPs formalize the design of stormwater management measures for each site. The SWPPP has two parts: an erosion and sediment control plan and a post-construction stormwater control plan. The erosion and sediment control plan, required for all regulated construction activities, lays out the nature, placement and capacity of runoff control measures to be used during construction. Where permanent measures are necessary to manage stormwater runoff after construction is completed, a post-construction stormwater control plan is also required, setting forth engineering details, construction schedules and responsibility for ongoing operation and maintenance of permanent stormwater management measures.

Stormwater Runoff - flow on the surface of the ground, resulting from precipitation.

Stream Channel - a natural or artificial watercourse with a definite bed and banks that conducts continuously or periodically flowing water (see also Watercourse, Waterway).

Surface Waters of the State of New York - lakes, bays, sounds, ponds, impounding reservoirs, springs, wells, rivers, streams, creeks, estuaries, marshes, inlets, canals, the Atlantic ocean within the territorial seas of the state of New York and all other bodies of surface water, natural or artificial, inland or coastal, fresh or salt, public or private (except those private waters that do not combine or effect a junction with natural surface or underground waters), which are wholly or partially within or bordering the state or within its jurisdiction.

Storm sewers and waste treatment systems, including treatment ponds or lagoons which also meet the criteria of this definition are not waters of the state. This exclusion applies only to manmade bodies of water which neither were originally created in waters of the state (such as a disposal area in wetlands) nor resulted from impoundment of waters of the state.

Town - The Town of Riverhead.

Town Engineer - The Town Engineer of the Town of Riverhead, or his/her authorized deputies, agents, or representatives.

Watercourse - a permanent or intermittent stream or other body of water, either natural or man-made, which gathers or carries surface water (see also Stream Channel, Waterway).

Waterway - a channel that directs surface runoff to a watercourse or to the public storm drain (see also Stream Channel, Watercourse).

Wetland - an area that is inundated or saturated by surface water or groundwater at a frequency and duration sufficient to support a prevalence of vegetation typically adapted for life in saturated soil conditions, commonly known as hydrophytic vegetation.

§110-3. Purpose.

The purpose of this chapter is to establish minimum stormwater management requirements and controls to protect and safeguard the general health, safety, and welfare of the public residing within the Town and to address the findings of fact in Section 1 hereof. This chapter seeks to meet those purposes by achieving the following objectives:

- A.** Meet the requirements of minimum measures 4 and 5 of New York State's SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (MS4s), Permit No. GP-02-02 or as amended or revised;
- B.** Require land development and redevelopment activities to conform to the substantive requirements of the NYS Department of Environmental Conservation State Pollutant Discharge Elimination System (SPDES) General Permit for Construction Activities GP-02-01 or as amended or revised;
- C.** Minimize increases in stormwater runoff from land development and redevelopment activities in order to reduce flooding, siltation, increases in stream temperature, and streambank erosion and maintain the integrity of stream channels, watercourses, and waterways;
- D.** Minimize increases in non-point source pollution caused by stormwater runoff from land development and redevelopment activities which would otherwise degrade local water quality;
- E.** Minimize the total annual volume of stormwater runoff which flows from any specific site during and following development and redevelopment to the maximum extent practicable; and
- F.** Utilize stormwater management practices to achieve the objectives outlined above, and ensure that these practices are properly maintained and eliminate threats to public safety.

§110-4. Applicability.

- A. This code shall be applicable to all land development and redevelopment activities as defined in Section 2 of this chapter.
- B. The Town shall designate a Stormwater Management Officer (SMO) who shall accept and review all Stormwater Pollution Prevention Plans (SWPPPs) and forward such plans to the Town Board or the Town Planning Board, as applicable. The Stormwater Management Officer may (1) review the SWPPP, or (2) upon approval by the Town Board of the Town of Riverhead, engage the services of a licensed/certified professional to review the plans, specifications and related documents at a cost not to exceed a fee schedule established by said governing board, or (3) accept the certification of a licensed professional that the plans conform to the requirements of this chapter and all other relevant and applicable requirements.
- C. Notwithstanding the mechanism of review chosen, the SMO shall have the authority under this chapter to inspect the progress of land development and redevelopment activities subject to the provisions of this chapter with regard to conformance with the approved SWPPP. Should the project be found to be in non-compliance with the approved SWPPP, the SMO shall have the authority to halt construction activities until corrective measures are taken to bring the project into compliance.
- D. All land development or redevelopment activities subject to review and approval by the Planning Board of the Town of Riverhead under subdivision, site plan and/or special permit regulations shall be reviewed subject to the standards contained in this chapter.
- E. All land development activities subject to review as stated in Section 4 of this chapter shall be required to submit a SWPPP to the SMO, who shall review the SWPPP and grant approval if it complies with the requirements of this chapter.

§110-5. Exemptions.

The following activities are exempt from review under this chapter.

- A. Agricultural activity as defined in this chapter.
- B. Silvicultural activity except that landing areas and log haul roads are subject to this law.
- C. Routine maintenance activities that disturb less than five acres and are performed to maintain the original line and grade, hydraulic capacity or original purpose of a facility.
- D. Repairs to any stormwater management practice or facility receiving the written approval of the Stormwater Management Officer.
- E. Any part of a subdivision if a plat for the subdivision has been approved by the Town on or before the effective date of this chapter.
- F. Land development or redevelopment activities for which a building permit has been approved on or before the effective date of this chapter.

- G.** Cemetery graves.
- H.** Installation of fence, sign, telephone, and electric poles and other kinds of posts or poles.
- I.** Emergency activity immediately necessary to protect life, property or natural resources.
- J.** Activities of an individual engaging in home gardening by growing flowers, vegetable and other plants primarily for use by that person and his or her family.
- K.** Landscaping and horticultural activities in connection with an existing structure.

§110-6. Stormwater Pollution Prevention Plans.

A. Stormwater Pollution Prevention Plan Requirement

No application for approval of a land development or redevelopment activity shall be approved until the SMO has received, reviewed, and accepted a Stormwater Pollution Prevention Plan (SWPPP) prepared in accordance with the specifications in this chapter.

B. Contents of Stormwater Pollution Prevention Plans

1. All SWPPPs shall provide, at a minimum, the following:

- a. Background information about the scope of the project, including location, type and size of project;
- b. Site map/construction drawing(s) for the project, including a general location map. At a minimum, the site map should show:
 - the total site area
 - all improvements
 - areas of disturbance
 - areas that will not be disturbed
 - existing vegetation
 - on-site and adjacent off-site surface water(s)
 - wetlands and drainage patterns that could be affected by the construction activity
 - existing and final slopes
 - locations of off-site material, waste, borrow or equipment storage areas
 - and location(s) of the stormwater discharges(s)
 - The site map should be at a scale no smaller than 1"=100'
- c. Description(s) of the United States Department of Agriculture National Resources Conservation Service soil type(s) present at the site, and a plan showing the boundaries between soil types on the site, if applicable. These boundaries may be included on the site plan, if clearly labeled;
- d. Construction phasing plan describing the intended sequence of construction activities, including clearing and grubbing, excavation and grading, utility and infrastructure installation and any other activity at the site that results in soil

disturbance. Consistent with the New York Standards and Specifications for Erosion and Sediment Control (Erosion Control Manual), not more than five (5) acres shall be disturbed at any one time unless said disturbance phasing is shown and described on an approved SWPPP;

- e. Descriptions, physical locations, and construction details of the pollution prevention measures that will be used to control litter, construction chemicals and construction debris from becoming a pollutant source in stormwater runoff;
 - f. Description of construction and waste materials expected to be stored on-site with updates as appropriate, and a description of controls to reduce pollutants from these materials including storage practices to minimize exposure of the materials to stormwater, and spill prevention and response. Proposed locations and approximate quantities of stockpiles of these materials shall also be delineated on the SWPPP;
 - g. Descriptions, physical locations, and construction details of the temporary and permanent structural and vegetative measures to be used for soil stabilization, runoff control and sediment control for each stage of the project from initial land clearing and grubbing to project close-out;
 - h. A site map/construction drawing(s) specifying the location(s), size(s) and length(s) of each erosion and sediment control practice;
 - i. Dimensions, material specifications and installation details for all erosion and sediment control practices, including the siting and sizing of any temporary sediment basins;
 - j. Descriptions, locations, and details of temporary practices that will be converted to permanent control measures;
 - k. Implementation schedule for staging temporary erosion and sediment control practices, including the timing of initial placement and duration that each practice should remain in place;
 - l. Maintenance schedule to ensure continuous and effective operation of all temporary and permanent erosion and sediment control practices;
 - m. Name(s) of the receiving water(s) and location/proximity to the project site;
 - n. Delineation of SWPPP implementation responsibilities for each part of the site;
 - o. Description of structural practices designed to divert flows from exposed soils, store flows, or otherwise limit runoff and the discharge of pollutants from exposed areas of the site to the degree attainable; and
 - p. Any existing data that describes the stormwater runoff at the site.
2. Land development or redevelopment activities as defined in Section 2 of this Chapter and meeting Condition "A", "B" or "C" below shall also include water quantity and water quality controls (post-construction stormwater runoff controls) as set forth in sub-section 3 below as applicable;

Condition A - Stormwater runoff from land development or redevelopment activities discharging a pollutant of concern to either an impaired water identified on the Department's most current 303(d) list of impaired waters or a Total Maximum Daily Load (TMDL) designated watershed for which pollutants in stormwater have been identified as a source of the impairment.

Condition B - Stormwater runoff from land development or redevelopment activities disturbing five (5) or more acres.

Condition C - Stormwater runoff from land development or redevelopment activity disturbing between one (1) and five (5) acres of land during the course of the project, exclusive of the construction of single family residences and construction activities at agricultural properties.

3. SWPPP Requirements for Condition A, B and C:

- a. All information in sub-section B. 1. of this section;
- b. Description of each post-construction stormwater management practice;
- c. Site map/construction drawing(s) showing the specific location(s) and size(s) of each post-construction stormwater management practice;
- d. Hydrologic and hydraulic analysis for all structural components of the stormwater management system for the applicable design storms;
- e. Comparison of post-development stormwater runoff conditions with pre-development conditions;
- f. Dimensions, material specifications and installation details for each post-construction stormwater management practice;
- g. Maintenance schedule to ensure continuous and effective operation of each post-construction stormwater management practice;
- h. Maintenance easements to ensure access to all stormwater management practices at the site for the purpose of inspection and repair. Easements shall be recorded on the plan and shall remain in effect with transfer of title to the property;
- i. Inspection and maintenance agreement binding on all subsequent landowners served by the on-site stormwater management measures in accordance with Section 9 of this Chapter; and
- j. For Condition A, the SWPPP shall be prepared by a registered landscape architect (RLA), certified professional in stormwater quality (CPSWQ), certified professional in erosion and sediment control (CPESC), or a professional engineer (PE) and must be signed by the professional preparing the plan, who shall certify that the design of all stormwater management practices meets the requirements in this chapter and all other applicable and relevant requirements.

C. Other Environmental Permits

The applicant shall ensure that all other applicable environmental permits have been or will

be acquired for the land development or redevelopment activity prior to approval of the final SWPPP.

D. Contractor Certification

1. Each contractor and subcontractor identified in the SWPPP who will be involved in soil disturbance and/or stormwater management practice installation shall sign and date a copy of the following certification statement before undertaking any land development or redevelopment activity: "I certify under penalty of law that I understand and agree to comply with the terms and conditions of the Stormwater Pollution Prevention Plan. I also understand that it is unlawful for any person to cause or contribute to a violation of water quality standards."
2. The certification must include the name and title of the person providing the signature, address and telephone number of the contracting firm; the address (or other identifying description) of the site; and the date the certification is made.
3. The certification statement(s) shall become part of the SWPPP for the land development activity.

E. A copy of the SWPPP shall be retained at the site of the land development or redevelopment activity during construction from the date of initiation of construction activities to the date of final stabilization.

§110-7. Performance and Design Criteria for Stormwater Management and Erosion and Sediment Control.

All land development or redevelopment activities shall be subject to the following performance and design criteria:

A. Technical Standards

For the purpose of this chapter, the following documents shall serve as the official guides and specifications for stormwater management. Stormwater Management Practices that are designed and constructed in accordance with these technical documents shall be presumed to meet the standards imposed by this chapter:

1. The New York State Stormwater Management Design Manual (New York State Department of Environmental Conservation, most current version or its successor, hereafter referred to as the Design Manual)
2. New York State Standards and Specifications for Erosion and Sediment Control, (Empire State Chapter of the Soil and Water Conservation Society, 2005, most current version or its successor, hereafter referred to as the Erosion Control Manual).

B. Equivalence to Technical Standards

Where stormwater management practices are not in accordance with technical standards, the applicant or developer must demonstrate equivalence to the technical standards set forth in Section 7. A. of this chapter and the SWPPP shall be prepared by a licensed professional.

C. Water Quality Standards

Any land development or redevelopment activity shall not cause an increase in turbidity that will result in substantial visible contrast to natural conditions in surface waters of the State of New York.

§110-8. Maintenance, Inspection and Repair of Stormwater Facilities.

A. Maintenance and Inspection during Construction

1. The applicant or developer of the land development or redevelopment activity or their representative shall at all times properly operate and maintain all facilities and systems of treatment and control (and related appurtenances) which are installed or used by the applicant or developer to achieve compliance with the conditions of this chapter. Sediment shall be removed from sediment traps or sediment ponds whenever their design capacity has been reduced by fifty (50) percent.
2. For land development or redevelopment activities as defined in Section 2 of this chapter and meeting Condition A, B or C in section 6. B. 2. of this Chapter, the applicant shall have a qualified professional conduct site inspections and document the effectiveness of all erosion and sediment control practices every 7 days and within 24 hours of any storm event producing 0.5 inches of precipitation or more. Inspection reports shall be maintained in a site log book. The site shall be subject to random inspections by the SMO or his/her representative, in order to ensure that the requirements of the approved SWPPP and/or this code are being satisfied.
3. The applicant or developer or their representative shall be on site at all times when construction or grading activity takes place and shall inspect and report/document any and all malfunctions of erosion and sediment control and pollution prevention practices.

B. Maintenance Easement(s)

Prior to the issuance of any approval that has a stormwater management facility as one of the requirements, the applicant or developer must execute a maintenance easement agreement that shall be binding on all subsequent landowners served by the stormwater management facility. The easement shall provide for access to the facility at reasonable times for periodic inspection by the Town to ensure that the facility is maintained in proper working condition to meet design standards and any other provisions established by this chapter. The easement shall be recorded by the grantor in the office of the Suffolk County Clerk after approval by the counsel for the Town.

C. Maintenance after Construction

The owner or operator of permanent stormwater management practices installed in accordance with this chapter shall ensure they are operated and maintained to achieve the goals of this chapter. Proper operation and maintenance also includes as a minimum, the following:

1. A preventive/corrective maintenance program for all critical facilities and systems of

treatment and control (or related appurtenances) which are installed or used by the owner or operator to achieve the goals of this chapter.

2. Written procedures for operation and maintenance and training new maintenance personnel.
3. Discharges from the SMPs shall not exceed design criteria or cause or contribute to water quality standard violations in accordance with section 7. C. of this chapter.

D. Maintenance Agreements

The Town shall approve a formal maintenance agreement for stormwater management facilities binding on all subsequent landowners and recorded in the office of the Suffolk County Clerk as a deed restriction on the property prior to final plan approval. The maintenance agreement shall be consistent with the terms and conditions of Schedule B of this chapter entitled Sample Stormwater Control Facility Maintenance Agreement.

§110-9. Construction Inspection.

A. Erosion and Sediment Control Inspection

The Town's SMO may require such inspections as deemed necessary to determine compliance with this chapter and may either approve that portion of the work completed or notify the applicant wherein the work fails to comply with the requirements of this chapter and the SWPPP as approved. To obtain inspections, the applicant shall notify the SMO at least 48 hours before any of the following actions are taken on any planned phase of the project:

1. Installation of sediment and erosion control measures prior to commencement of construction activities
2. Completion of site clearing
3. Completion of rough grading
4. Completion of final grading
5. Close of the construction season
6. Completion of final landscaping
7. Successful establishment of landscaping in public areas.

If any violations are found, the applicant and developer shall be notified in writing of the nature of the violation and the required corrective actions. No further work shall be conducted except for site stabilization until any violations are corrected and all work previously completed has received approval by the SMO.

B. Stormwater Management Practice Inspections

The SMO is responsible for conducting inspections of stormwater management practices (SMPs). Inspections may be performed by the Town's SMO or other authorized Town personnel or the Town's SMO may designate a certified/licensed professional to act as the

inspector. The designated inspector is required to submit copies of the weekly/storm event inspection reports to the SMO.

C. Inspection of Stormwater Facilities After Project Completion

Inspection programs shall be established on any reasonable basis, including but not limited to: routine inspections; random inspections; inspections based upon complaints or other notice of possible violations; inspection of drainage basins or areas identified as higher than typical sources of sediment or other contaminants or pollutants; inspections of businesses or industries of a type associated with higher than usual discharges of contaminants or pollutants or with discharges of a type which are more likely than the typical discharge to cause violations of state or federal water or sediment quality standards or the NYSDEC SPDES General Permit 02-02; and joint inspections with other agencies inspecting under environmental or safety laws. Inspections may include, but are not limited to: reviewing maintenance and repair records; sampling discharges, surface water, groundwater, and material or water in stormwater facilities; and evaluating the condition of stormwater facilities and stormwater management practices.

D. Submission of Reports

The SMO may require monitoring and reporting from entities subject to this chapter as is necessary to determine compliance with this chapter.

All applicants are required to submit "as built" plans for any stormwater management practices located on-site after final construction is completed. The plans must show the final construction layout for all stormwater management facilities. The plans must also clearly display any alterations made to the original approved construction details, sections, and/or plan layout. The as-built plans must be certified by a professional engineer.

E. Right-of-Entry for Inspection

When any new stormwater management facility is installed on private property or when any new connection is made between private property and the MS4, the landowner shall grant to the Town the right to enter the property at reasonable times and in a reasonable manner for the purpose of inspection as specified in section 9. C.

§110-10. Performance Guarantee.

A. Construction Completion Guarantee

In order to ensure the full and faithful completion of all land development activities related to compliance with all conditions set forth by the Town in its approval of the Stormwater Pollution Prevention Plan, the Town may require the applicant or developer to provide, prior to construction, a performance bond, cash escrow, or irrevocable letter of credit from an appropriate financial or surety institution which guarantees satisfactory completion of the project and names the Town as the beneficiary. The security shall be in an amount to be determined by the Town based on submission of final design plans, with reference to actual construction and landscaping costs. The performance guarantee shall remain in force until the surety is released from liability by the Town, provided that such period shall not be less than

one year from the date of final acceptance or such other certification that the facility(ies) have been constructed in accordance with the approved plans and specifications and that a one year inspection has been conducted and the facilities have been found to be acceptable to the Town. Per annum interest on cash escrow deposits shall be reinvested in the account until the surety is released from liability.

B. Maintenance Guarantee

Where stormwater management and erosion and sediment control facilities are to be operated and maintained by the developer or by a corporation that owns or manages a commercial or industrial facility, the developer, prior to construction, may be required to provide the Town with an irrevocable letter of credit from an approved financial institution or surety to ensure proper operation and maintenance of all stormwater management and erosion control facilities, both during and after construction, and until the facilities are removed from operation. If the developer or landowner fails to properly operate and maintain stormwater management and erosion and sediment control facilities, the Town may draw upon the account to cover the costs of proper operation and maintenance, including engineering and inspection costs.

C. Recordkeeping

The Town may require entities subject to this chapter to maintain records demonstrating compliance with this chapter.

§110-11. Enforcement and Penalties.

A. Notice of Violation

When the Town determines that a land development or redevelopment activity is not being carried out in accordance with the requirements of this chapter, it may issue a written notice of violation to the landowner. The notice of violation shall contain:

1. the name and address of the landowner, developer or applicant;
2. the address when available or a description of the building, structure or land upon which the violation is occurring;
3. a statement specifying the nature of the violation;
4. a description of the remedial measures necessary to bring the land development or redevelopment activity into compliance with this chapter and a time schedule for the completion of such remedial action;
5. a statement of the penalty or penalties that shall or may be assessed against the person to whom the notice of violation is directed;
6. a statement that the determination of violation may be appealed to the Town by filing a written notice of appeal within fifteen (15) days of service of notice of violation.

B. Stop Work Orders

The SMO may issue a stop work order for violations of this chapter. Persons receiving a stop

work order shall be required to halt all land development or redevelopment activities, except those activities that address the violations leading to the stop work order. The stop work order shall be in effect until the SMO confirms that the land development or redevelopment activity is in compliance and the violation has been satisfactorily addressed. Failure to address a stop work order in a timely manner may result in civil, criminal, or monetary penalties in accordance with the enforcement measures authorized in this local code.

C. Violations

Any land development or redevelopment activity that is commenced or is conducted contrary to this chapter, may be restrained by injunction or otherwise abated in a manner provided by law.

D. Penalties

In addition to or as an alternative to any penalty provided herein or by law, any person who violates the provisions of this chapter shall be guilty of a violation punishable by a fine not exceeding one thousand dollars (\$1,000) or imprisonment for a period not to exceed six months, or both for conviction of a first offense; for conviction of a second offense both of which were committed within a period of five years, punishable by a fine not less than one thousand dollars nor more than two thousand five hundred dollars (\$2,500) or imprisonment for a period not to exceed six months, or both; and upon conviction for a third or subsequent offense all of which were committed within a period of five years, punishable by a fine not less than two thousand five hundred dollars nor more than five thousand dollars (\$5,000) or imprisonment for a period not to exceed six months, or both. However, for the purposes of conferring jurisdiction upon courts and judicial officers generally, violations of this chapter shall be deemed misdemeanors and for such purpose only all provisions of law relating to misdemeanors shall apply to such violations. Each day's continued violation shall constitute a separate additional violation.

E. Appeal of Notice of Violation

Any person receiving a Notice of Violation may appeal within 15 calendar days of its issuance. The SMO shall hear the appeal within 30 days after the filing of the appeal, and within 5 days of making his/her decision, issue a decision by certified mail to the discharger. The SMO may conduct the hearing and take evidence or may designate any officer or employee of the Town to do so.

F. Corrective Measures After Appeal

1. If the violation has not been corrected pursuant to the requirements set forth in the Notice of Violation, or, in the event of an appeal, within 5 business days of the decision of the SMO, then the SMO shall request the owner's permission for access to the subject private property to take any and all measures reasonably necessary to abate the violation and/or restore the property.
2. If refused access to the subject private property, the SMO may seek a warrant in a court

of competent jurisdiction to be authorized to enter upon the property to determine whether a violation has occurred. Upon determination that a violation has occurred, the SMO may seek a court order to take any and all measures reasonably necessary to abate the violation and/or restore the property. The cost of implementing and maintaining such measures shall be the sole responsibility of the property owner.

G. Injunctive Relief

It shall be unlawful for any person to violate any provision or fail to comply with any of the requirements of this chapter. If a person has violated or continues to violate the provisions of this code, the SMO may petition for a preliminary or permanent injunction restraining the person from activities which would create further violations or compelling the person to perform abatement or remediation of the violation.

H. Withholding of Certificate of Occupancy

If any building or land development or redevelopment activity is installed or conducted in violation of this chapter the SMO may prevent the occupancy of said building or land.

I. Restoration of lands

Any violator may be required to restore land to its undisturbed condition. In the event that restoration is not undertaken within a reasonable time after notice, the Town may take necessary corrective action, the cost of which shall become a lien upon the property until paid.

§110-12. Fees for Services.

The Town may require any person undertaking land development or redevelopment activities regulated by this chapter to pay reasonable costs at prevailing rates for review of SWPPPs, inspections, or SMP maintenance performed by the Town or performed by a third party at the direction of the Town.

§110-13. Severability and effective date.

A. Severability

If the provisions of any chapter, section, subsection, paragraph, subdivision or clause of this code shall be judged invalid by a court of competent jurisdiction, such order of judgment shall not affect or invalidate the remainder of any chapter, section, subsection, paragraph, subdivision or clause of this chapter.

B. Effective Date

This chapter shall be effective upon filing with the office of the Secretary of State.

* Underscore represents addition(s)

Z:\Dan\Stormwater and Illicit Discharges\110Stormwater.ph2.doc

Schedule A

Stormwater Management Practices Acceptable for Water Quality <i>(From: New York State Stormwater Management Design Manual, Table 5.1)</i>		
Group	Practice	Description
Pond	Micropool Extended Detention Pond (P-1)	Pond that treats the majority of the water quality volume through extended detention, and incorporates a micropool at the outlet of the pond to prevent sediment resuspension.
	Wet Pond (P-2)	Pond that provides storage for the entire water quality volume in the permanent pool.
	Wet Extended Detention Pond (P-3)	Pond that treats a portion of the water quality volume by detaining storm flows above a permanent pool for a specified minimum detention time.
	Multiple Pond System (P-4)	A group of ponds that collectively treat the water quality volume.
	Pocket Pond (P-5)	A stormwater wetland design adapted for the treatment of runoff from small drainage areas that has little or no baseflow available to maintain water elevations and relies on groundwater to maintain a permanent pool.
Wetland	Shallow Wetland (W-1)	A wetland that provides water quality treatment entirely in a shallow marsh.
	Extended Detention Wetland (W-2)	A wetland system that provides some fraction of the water quality volume by detaining storm flows above the marsh surface.
	Pond/Wetland System (W-3)	A wetland system that provides a portion of the water quality volume in the permanent pool of a wet pond that precedes the marsh for a specified minimum detention time.
	Pocket Wetland (W-4)	A shallow wetland design adapted for the treatment of runoff from small drainage areas that has variable water levels and relies on groundwater for its permanent pool.
Infiltration	Infiltration Trench (I-1)	An infiltration practice that stores the water quality volume in the void spaces of a gravel trench before it is infiltrated into the ground.
	Infiltration Basin (I-2)	An infiltration practice that stores the water quality volume in a shallow depression before it is infiltrated into the ground.
	Dry Well (I-3)	An infiltration practice similar in design to the infiltration trench and best suited for treatment of rooftop runoff.
Filtering Practices	Surface Sand Filter (F-1)	A filtering practice that treats stormwater by settling out larger particles in a sediment chamber, and then filtering stormwater through a sand matrix.
	Underground Sand Filter (F-2)	A filtering practice that treats stormwater as it flows through underground settling and filtering chambers.
	Perimeter Sand Filter (F-3)	A filter that incorporates a sediment chamber and filter bed as parallel vaults adjacent to a parking lot.
	Organic Filter (F-4)	A filtering practice that uses an organic medium such as compost in the filter in place of sand.
	Bioretention (F-5)	A shallow depression that treats stormwater as it flows through a soil matrix, and is returned to the storm drain system.
Open Channels	Dry Swale (O-1)	An open drainage channel or depression explicitly designed to detain and promote the filtration of stormwater runoff into the soil media.
	Wet Swale (O-2)	An open drainage channel or depression designed to retain water or intercept groundwater for water quality treatment.

Schedule B

SAMPLE STORMWATER CONTROL FACILITY MAINTENANCE AGREEMENT

Whereas, the Town of Riverhead ("Town") and the _____ ("facility owner") want to enter into an agreement to provide for the long term maintenance and continuation of stormwater control measures approved by the Town for the below named project, and

Whereas, the Town and the facility owner desire that the stormwater control measures be built in accordance with the approved project plans and thereafter be maintained, cleaned, repaired, replaced and continued in perpetuity in order to ensure optimum performance of the components. Therefore, the Town and the facility owner agree as follows:

1. This agreement binds the Town and the facility owner, its successors and assigns, to the maintenance provisions depicted in the approved project plans which are attached as Schedule A of this agreement.
2. The facility owner shall maintain, clean, repair, replace and continue the stormwater control measures depicted in Schedule A as necessary to ensure optimum performance of the measures to design specifications. The stormwater control measures shall include, but shall not be limited to, the following: drainage ditches, swales, dry wells, infiltrators, drop inlets, pipes, culverts, soil absorption devices and retention ponds.
3. The facility owner shall be responsible for all expenses related to the maintenance of the stormwater control measures and shall establish a means for the collection and distribution of expenses among parties for any commonly owned facilities.
4. The facility owner shall provide for the periodic inspection of the stormwater control measures, not less than once in every five year period, to determine the condition and integrity of the measures. Such inspection shall be performed by a Professional Engineer licensed by the State of New York. The inspecting engineer shall prepare and submit to the Town within 30 days of the inspection, a written report of the findings including recommendations for those actions necessary for the continuation of the stormwater control measures.
5. The facility owner shall not authorize, undertake or permit alteration, abandonment, modification or discontinuation of the stormwater control measures except in accordance with written approval of the Town.
6. The facility owner shall undertake necessary repairs and replacement of the stormwater control measures at the direction of the Town or in accordance with the recommendations of the inspecting engineer.
7. The facility owner shall provide to the Town within 30 days of the date of this agreement, a security for the maintenance and continuation of the stormwater control measures in the form of (a Bond, letter of credit or escrow account).
8. This agreement shall be recorded in the Office of the Suffolk County Clerk, together with the deed for the common property and shall be included in the offering plan and/or prospectus approved pursuant to _____.
9. If ever the Town determines that the facility owner has failed to construct or maintain the stormwater control measures in accordance with the project plan or has failed to undertake corrective action specified by the Town or by the inspecting engineer, the Town is authorized to undertake such steps as reasonably necessary for the preservation, continuation or maintenance of the stormwater control measures and to affix the expenses thereof as a lien against the property.
10. This agreement is effective _____

NOVEMBER 7, 2007

Adopted

TOWN OF RIVERHEAD

AWARDS BID FOR MILK

RESOLUTION # 1056

COUNCILMAN BARTUNEK 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 MILK and;

WHEREAS, one bid was received, opened and read aloud on the 19th day of OCTOBER, 2007 at 11:00 a.m. at Town Hall, 200 Howell Avenue, Riverhead, New York, the date, time and place given in the Notice to Bidders.

NOW THEREFORE BE IT

RESOLVED, that the bid for MILK be and hereby is, awarded to OAK TREE FARM DAIRY, INC. for the unit price of \$.235 per ½ pint.

RESOLVED, the Town Clerk be and is hereby authorized to forward a copy of this resolution to OAK TREE FARM DAIRY, INC. , the Senior Center and the Purchasing Department.

THE VOTE

Dunleavy Yes No

Bartunek Yes No

Blass Yes No

Densieski Yes No

Cardinale Yes No

November 7, 2007

TOWN OF RIVERHEAD
AWARDS BID FOR LUBRICANTS

Adopted

RESOLUTION # 1057

COUNCILMAN DUNLEAVY

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

COUNCILMAN BARTUNEK

WHEREAS, the Town of Riverhead advertised for bids for LUBRICANTS; and

WHEREAS, the Town received two bids; and

WHEREAS, only one bidder submitted the engine oil licensing & certification agreement requested in the bid;

NOW, THEREFORE, BE IT RESOLVED, that the bid for LUBRICANTS is hereby awarded to BLACK BEAR COMPANY, INC. for prices attached and;

BE IT FURTHER, RESOLVED, that the Town Clerk be and is hereby directed to forward a copy of this resolution to BLACK BEAR COMPANY, INC., the Municipal Garage and the Purchasing Department.

THE VOTE

Dunleavy Yes No

Bartunek Yes No

Blass Yes No

Densieski Yes No

Cardinale Yes No

The Resolution Was Was Not
Thereupon Duly Declared Adopted

All bidders must supply a copy of their API license with the bid indicating approval to display the API "Doughnut".

BID SHEET FOR VARIOUS OILS, LUBRICANTS AND FLUIDS

BID IS FOR THE PERIOD OF ONE YEAR

<u>Bid Item #</u>	<u>Approximate Quantity</u>	<u>Product</u>	<u>Unit Price</u>	<u>Extended Price</u>
1	2	55 gallon drum of transmission fluid Mercon V	550.00	1100.00
2	2	120 lbs. keg of gear oil 80w/90 Brand <u>BLACK BEAR EPX 80W-90</u>	<u>141.60</u>	<u>283.20</u>
3	15	55 gallon drum hydraulic oil Brand <u>BLACK BEAR HYD 2K SAE 10</u>	279.95	4199.25
4	2000	gallons 15 W 40 engine oil	<u>6.12</u>	<u>12240.00</u>
5	5	55 gallon drum of permanent antifreeze & summer coolant Brand <u>BLACK BEAR</u>	<u>409.75</u>	<u>2048.75</u>
6	2	120 lbs keg Super Chassis Grease (Red)	343.20	686.40
7	2	55 gallon drum All Purpose Trans & Torque Fluid	<u>399.30</u>	<u>798.60</u>
8	2	120 lbs. keg of synthetic gear oil 80w/140 Brand <u>BLACK BEAR SYNTHETIC 80W-140</u>	346.80	693.60

Name of Bidder: BLACK BEAR COMPANY, INC.

Address: 27-10 HUNTERS POINT AVENUE

LONG ISLAND CITY, N.Y. 11101

By: Jennifer Trubia

JENNIFER TRUBIA

Title: OPERATIONS MANAGER

API
license

①

BID SHEET FOR VARIOUS OILS, LUBRICANTS AND FLUIDS

BID IS FOR THE PERIOD OF ONE YEAR

<u>Bid Item #</u>	<u>Approximate Quantity</u>	<u>Product</u>	<u>Unit Price</u>	<u>Extended Price</u>
1	2	55 gallon drum of transmission fluid Mercon V	<u>550.00</u>	<u>1100.00</u>
2	2	120 lbs. keg of gear oil 80w/90 Brand <u>BLACK BEAR EPX 80W-90</u>	<u>141.60</u>	<u>283.20</u>
3	15	55 gallon drum hydraulic oil Brand <u>BLACK BEAR HYDRAULIC 2K</u>	<u>279.95</u>	<u>4199.25</u>
4	2000	gallons 15 W 40 engine oil SAE 10	<u>6.12</u>	<u>12240.00</u>
5	5	55 gallon drum of permanent antifreeze & summer coolant Brand <u>BLACK BEAR</u>	<u>409.75</u>	<u>2048.75</u>
6	2	120 lbs keg Super Chassis Grease (Red)	343.20	686.40
7	2	55 gallon drum All Purpose Trans & Torque Fluid	<u>399.30</u>	<u>798.60</u>

Name of Bidder: BLACK BEAR COMPANY, INC.

Address: 27-10 HUNTERS POINT AVENUE
LONG ISLAND CITY, N.Y. 11101

By: Jennifer Trubia
JENNIFER TRUBIA
Title: OPERATIONS MANAGER

(2)

November 7, 2007

Adopted

TOWN OF RIVERHEAD

Resolution # 1058

**RESCINDS ACCEPTANCE OF DONATION OF A 1946 CLASSIC BAYMEN'S CLAM BOAT FOR A "BAYMEN'S HERITAGE PROJECT" PECONIC RIVERFRONT DISPLAY
COUNCILMAN BARTUNEK**

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

WHEREAS, the Town Board of the Town of Riverhead accepted the donation of a classic baymen's clamboat to promote educational tourist attractions in the downtown riverfront area; and

WHEREAS, during the decommission and restoration process of said vessel it was realized the extent of damage to the vessel was such that restoration would be too burdensome to continue and as such, the accepted donation would not serve its original purpose as an education tourist attraction; and

NOW THEREFORE, BE IT RESOLVED that the Town of Riverhead hereby rescinds the acceptance of donation of a 1946 classic baymen's clam boat for the "Baymen's Heritage Project" Peconic Riverfront display; and

BE IT FURTHER RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this Resolution to the Riverhead Town Board, Gary Joyce, Duane Lewin, Bryan DeLuca, Director of Atlantis Marine World 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					
THIS RESOLUTION <input checked="" type="checkbox"/> IS <input type="checkbox"/> IS NOT DECLARED DULY ADOPTED									

11/7/07

Adopted

TOWN OF RIVERHEAD

Resolution # 1059

ADOPTS A LOCAL LAW TO AMEND CHAPTER 101 ENTITLED "VEHICLES & TRAFFIC" OF THE RIVERHEAD TOWN CODE
(§101-10. Parking prohibited.)

COUNCILWOMAN BLASS

offered the following resolution, was seconded by

COUNCILMAN DENSIESKI

WHEREAS, the Town Clerk was authorized to publish and post a public notice to hear all interested persons to consider a local law amending Chapter 101 entitled, "Vehicles & Traffic" of the Riverhead Town Code; and

WHEREAS, a public hearing was held on the 16th day of October, 2007 at 7:25 o'clock p.m. at the Wading River Congregational Church, North Country Road, Wading River, 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 the local law amending Chapter 101 entitled, "Vehicles & Traffic" of the Riverhead Town Code is hereby adopted as specified in the attached notice of adoption; and be it further

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

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

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

**TOWN OF RIVERHEAD
NOTICE OF ADOPTION**

PLEASE TAKE NOTICE, that the Town Board of the Town of Riverhead adopted a local law amending Chapter 101 entitled, "Vehicles & Traffic" of the Riverhead Town Code at its regular meeting held on November 7, 2007. **Be it enacted** by the Town Board of the Town of Riverhead as follows:

Chapter 101
Vehicles and Traffic
ARTICLE V
Parking, Standing and Stopping

§ 101-10. Parking prohibited.

The parking of vehicles is hereby prohibited in the locations as follows:

Name of Street	Side	Location
Roanoke Avenue	Both	From Sound Avenue to the mean high water line of Long Island Sound

- Overstrike represents deletion(s)

Dated: Riverhead, New York
November 7, 2007

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

BARBARA GRATTAN, Town Clerk

11/7/07

Adopted

TOWN OF RIVERHEAD

Resolution # 1060

ADOPTS A LOCAL LAW AMENDING CHAPTER 48 ENTITLED, "BEACHES AND RECREATION CENTERS" OF THE RIVERHEAD TOWN CODE
(§48-13. Parking and parking permits.)

COUNCILMAN DENSIESKI

_____ offered the following resolution, was seconded by

COUNCILMAN BARTUNEK

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

WHEREAS, a public hearing was held on the 16th day of October, 2007 at 7:30 o'clock p.m. at the Wading River Congregational Church, North Wading River Road, Wading River, New York, the date, time and place specified in said public notice, and all persons wishing to be heard were heard.

NOW THEREFORE BE IT RESOLVED, that a local law amending Chapter 48 entitled, "Beaches and Recreation Centers" of the Riverhead Town Code is hereby adopted as specified in the attached notice of adoption; and be it further

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

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

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**

**TOWN OF RIVERHEAD
NOTICE OF ADOPTION**

PLEASE TAKE NOTICE, that the Town Board of the Town of Riverhead adopted a local law amending Chapter 48 entitled "Beaches and Recreation Centers" of the Riverhead Town Code at its regular meeting held on November 7, 2007. **Be it enacted** by the Town Board of the Town of Riverhead as follows:

**Chapter 48
BEACHES AND RECREATION CENTERS**

ARTICLE II, Use of Recreation Centers and Public Beaches

§ 48-13. Parking and parking permits.

A. Vehicles entering any public bathing beach or recreation center shall enter only at designated entrances and leave only through designated exits. Parking of all vehicles displaying a parking permit, obtained as hereinafter provided, shall be permitted in the spaces provided at any public bathing beach or recreation center. The following parking areas are hereby designated as Town of Riverhead parking by permit only areas:

- (1) Parking area at South Jamesport Beach.
- (2) Parking area at Iron Pier Beach.
- (3) Parking area at Reeves Park Beach.
- (4) Parking areas at Wading River Beach. [Amended 2-7-2006 by L.L. No. 6-2006]
- (5) Parking area at Roanoke Fishing Point (unprotected beach).
- (6) Parking area at Edwards Avenue Fishing Point (unprotected beach).
- ~~(7) Parking area at Washington Avenue Fishing Point (unprotected beach).~~
- (8) Parking area at Wading River Boat Launch.
- (9) (Reserved)EN
- (10) Parking area at boat launching facility, Peconic Bay Boulevard, South Jamesport.
- (11) Two parking areas at Hulse Landing Beach, Wading River (unprotected beach).
- (12) Parking area at Oakleigh Avenue, Baiting Hollow (unprotected beach).

- Overstrike represents deletion(s)

Dated: Riverhead, New York
November 7, 2007

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

BARBARA GRATTAN, Town Clerk

11/7/07

Adopted

TOWN OF RIVERHEAD

Resolution # 1061

ADOPTS A LOCAL LAW TO AMEND CHAPTER 108 OF THE TOWN CODE OF THE TOWN OF RIVERHEAD ENTITLED, "ZONING"
(\$108-131 – Site Plan Review)

COUNCILMAN BARTUNEK _____ offered the following resolution, was seconded by

COUNCILWOMAN BLASS _____

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

WHEREAS, a public hearing was held on the 16th day of October, 2007 at 7:20 o'clock p.m. at the Wading River Congregational Church, North Wading River Road, Wading River, 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 to amend Chapter 108 of the Town Code of the Town of Riverhead entitled, "Zoning" is hereby adopted as specified in the attached notice of adoption; and be it further

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

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

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

**TOWN OF RIVERHEAD
NOTICE OF ADOPTION**

PLEASE TAKE NOTICE, that the Town Board of the Town of Riverhead adopted a local law to amend Chapter 108 entitled, "Zoning" of the Riverhead Town Code at its regular meeting held on November 7, 2007. **Be it enacted** by the Town Board of the Town of Riverhead as follows:

Chapter 108
ZONING
ARTICLE XXVI
Site Plan Review

§ 108-131. Application procedure; fees.

B. Formal application.

- (3) For each application for site plan approval submitted to the Planning Department under the provisions of this chapter, the review fee shall be \$500, plus \$0.10 per square foot of site improvements and/or altered area. The fee to review an application to amend a previously approved site plan shall be \$500. In no instance shall a site plan review exceed ~~\$25,000.~~ \$30,000. Review fees shall be paid in installments of ~~1/2 the fee paid prior to the Planning Department's submission of the completed site plan to the Town Clerk and the remaining 1/2 paid prior to Town Board resolution.~~ full at the time of application. An application for site plan review will not be deemed complete until all fees are paid.

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

Dated: Riverhead, New York
November 7, 2007

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

BARBARA GRATTAN, Town Clerk

11/7/07

TOWN OF RIVERHEAD

RESOLUTION # 1062

Adopted

AUTHORIZES THE SUPERVISOR TO EXECUTE AN AGREEMENT TO PLACE SUFFOLK COUNTY COMMUNITY COLLEGE STUDENT INTERNS IN THE SENIOR CITIZEN CENTER

~~_____ COUNCILWOMAN BLASS _____~~, offered the following resolution, which was seconded

by ~~_____ COUNCILMAN DUNLEAVY _____~~.

WHEREAS, the Senior Citizen Department offers a wide variety of programs, activities and support services for the older residents of the Riverhead community; and

WHEREAS, the Senior Citizen Department is desirous of supplementing its staff in administering its programs, activities and support services; and

WHEREAS, Suffolk County Community College is interested in placing student interns in a human services setting to enhance academic endeavor;

NOW THEREFORE BE IT RESOLVED, that the Supervisor is hereby authorized to execute the attached agreement with Suffolk County Community College regarding the placement of college student interns at the Riverhead Town Senior Citizen Center.

RESOLVED, that the Town Clerk is hereby directed to forward a certified copy of this resolution to James F. Canniff, Vice-President for Academic and Student Affairs, Suffolk County Community College, 533 College Road, Selden, New York 11784; the Office of the Supervisor; Town of Riverhead Senior Citizen Department and the Office of the Town Attorney.

THE VOTE

Bartunek Yes No Dunleavy Yes No
Blass Yes No Densieski Yes No

Cardinale Yes No

The Resolution Was Was Not
Thereupon Duly Declared Adopted

Agency Agreement

This Agreement (Agreement) is between the **Suffolk County Community College (College)**, having its principal administrative office at 533 College Road, Selden, New York 11784-2899, a chartered Community College, pursuant to New York State Education Law, under the sponsorship of the **County of Suffolk (County)**, a municipal corporation of the State of New York, having its principal place of business at the County Center, Riverhead, New York 11901; and **Town of Riverhead, Senior Citizens Center (Agency)**, a professional corporation, having its principal office at 60 Shadetree Lane, Aquebogue, NY .

The parties hereto desire to make available to the **College** the services of the **Agency** for the placement of **College** students in internships for one or more of the Programs listed in Exhibit B attached.

Term of Agreement: August 10, 2007 through August 31, 2010
Total Cost of Agreement: No cost to the **College** or **Agency**
Terms and Conditions: Shall be as set forth in Exhibits A through G.

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

Town of Riverhead – Senior Citizens Center

Suffolk County Community College

By: _____ Date _____
Philip Cardinale
Town of Riverhead Supervisor

By: _____ Date _____
James F. Canniff
Vice President for Academic and Student Affairs

Approved as to Legality

By: _____ Date _____
Ilene S. Kreitzer
Executive Director for Legal Affairs

Table of Contents

Exhibit	Subject	Page
A	General Terms and Conditions	3-7
B	Description of Student Internship Programs	8-15
C	List of College Program Coordinators	16-21
D	List of Agency Contact Persons	22
E	Variable Terms and Conditions (If applicable, must be signed by the same signatories as set forth on page one (1) of this Agreement)	23
F	Professional Liability Summary of Insurance; Certificate of Insurance for Professional Liability Coverage (Incorporated by reference)	
G	Student Accident Insurance Plan (Incorporated by reference)	

Exhibit A
General Terms and Conditions

1. Internship Program

The College and Agency desire to affiliate for the purpose of conducting the educational internship programs (the "Programs") set forth in Exhibit B, entitled "Description of Student Internship Programs."

2. Inconsistent Provisions:

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

3. College Responsibilities:

The College is responsible for designating a College Program Coordinator. Such Program Coordinator, or his/her designee, is responsible for:

- a. Planning and implementation of the educational program; guidance and counseling of students; planning, with the cooperation of the Agency field work site supervisor, the student's assignments and experience relevant to the educational program and developing a schedule of student's assignments.
- b. Maintenance of all records and reports on the student's fieldwork experience and, in consultation with the Agency Program Coordinator, evaluation of the student's fieldwork experience.
- c. If so requested by the Agency, the removal of an individual student from the Agency Program sites.
- d. Such other responsibilities as may be indicated for the program in Exhibit B.

4. Agency Responsibilities:

The Agency is responsible for designating an Agency Program Coordinator who shall act as a field work site supervisor for the Program. Such field work site

supervision shall include coordination with the College Program Coordinator regarding the student's educational experience in the internship program, including planning assignments and evaluating performance, and such other responsibilities as may be indicated for the program in Exhibit B.

5. Term and Termination:

The Term of Agreement shall be as set forth on page one of this Agreement, unless sooner terminated by either party upon ninety- (90) days prior written notice to the other party.

6. Confidentiality of Records:

- a. Any records, reports or other documents provided by the Agency or the College shall remain the property of the Agency or College, as applicable. Any records, reports or other documents provided in confidence by either party shall be kept confidential by both parties in accordance with applicable laws, rules and regulations. This includes but is not limited to, confidentiality of records, evaluations, critiques, case files and materials, or student projects. No professional papers or disclosure concerning either party may be submitted without the mutual consent of the parties.
- b. Students shall be required to comply with applicable laws and regulations regarding the confidentiality of medical records.

7. Gratuities:

The Agency 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).

8. Independent Contractor Status:

- a. It is expressly agreed that the Agency's status hereunder is that of an independent contractor. Neither the Agency nor any person hired by the Agency shall be considered an employee of the College for any purpose.
- b. It is expressly agreed that the College's status hereunder is that of an independent contractor. Neither the College nor any person hired by the College shall be considered an employee of the Agency for any purpose.

- c. Students shall not be deemed employees of the Agency or the College.

9. **Insurance:**

- a. The College shall purchase and have in force a professional liability insurance policy, covering both students and College faculty which provides for professional liability coverage in the amount of \$1,000,000 per occurrence and \$3,000,000 aggregate. The College shall furnish the Agency with a Summary of Insurance (Exhibit F) evidencing such coverage.
- b. The County, which is self-insured, shall furnish the agency with a Summary of Insurance (Exhibit F) which provides for property damage liability in the amount of \$1,000,000.00 per occurrence and \$1,000,000.00 aggregate.
- c. Each student in the Program shall be covered by a student accident insurance policy which provides coverage for personal accidental injury sustained during the academic semester. The policy is described in Exhibit G, entitled "Student Accident Insurance Plan."

10. **Indemnification:**

- a. To the extent permitted by law, the College shall indemnify and hold harmless the Agency, its consultant (if any), employees, agents and other persons from and against all claims, costs and expenses (including attorneys fees), losses and liabilities of whatsoever nature arising out of the acts or omissions or negligence of the College, its officers, agents, or employees in connection with this Agreement.
- b. The Agency shall indemnify and hold harmless the College, its consultant (if any), employees, agents and other persons from and against all claims, costs and expenses (including attorneys fees), losses and liabilities of whatsoever nature arising out of the acts or omissions or negligence of the Agency, its officers, agents, or employees in connection with this Agreement.
- c. Each party agrees that it shall give the other party prompt written notice of any claim threatened or made, or suit instituted against it which could result in a claim for indemnification as above; provided however, that failure to give such notice shall not be a waiver of a party's right to indemnification from the other.

11. **Non-Discrimination:**

Both parties to this agreement shall comply with all applicable federal, state and local, laws or regulations, in that no person shall, on the grounds of race, color, creed, religion, sexual orientation, national origin, age, sex, marital status, blindness, source of payment or sponsorship, or disability, be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination under any program, service, employment relationship, or activity offered by either party.

12. **Governing Law:**

This Agreement shall be construed in accordance with the laws of the State of New York.

13. **Entire Agreement:**

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

14. **No Modification:**

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

15. **Addresses for Notices:**

a. **Program Notices:**

Any notice, report or other submission regarding Program coordination shall be deemed to have been duly made upon receipt by the College or Agency Program Coordinators set forth in Exhibits C and D.

b. **Insurance/Termination Notices:**

Any communication or notice regarding insurance or termination of this Agreement shall be deemed to have been duly made upon receipt by the College at the following addresses or at such other addresses that may be specified in writing by College:

Suffolk County Community College
533 College Road
Selden, NY 11784-2899
Attn: James F. Canniff, Vice President for Academic and
Student Affairs

With a copy to the applicable Program Coordinators.

c. **Indemnification/Litigation Notices:**

Any communication or notice regarding indemnification or litigation shall be deemed to have been duly made upon receipt by the College at the following addresses or at such other addresses that may be specified in writing by College:

Suffolk County Community College
533 College Road
Selden, NY 11784-2899
Attn: Legal Affairs and Compliance Office

d. **Changes in Designated Contact Persons:**

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). Such notice shall be provided to the College Program coordinators and to the College Office of Academic Affairs.

16. **Medical Clearance:**

- a. Students shall have received a health clearance prior to commencing a Program. Such health clearance shall indicate that the student is free from any health impairment, which may be a potential risk to others or interfere with the performance of his/her assigned duties. In accordance with New York State Public Health Law, Section 2165, all students who were born on or after January 1, 1957 must provide written proof of adequate immunization against measles, mumps and rubella or of a permitted exception.
- b. Students participating in a Program in a health care facility shall comply with such New York State Department of Health rules, regulations, procedures and recommendations as may be required by the Agency.

17. **Variable Terms and Conditions:**

The parties may agree to additional terms and conditions which shall be set forth in Exhibit E, entitled "Variable Terms and Conditions," provided that such Exhibit is signed and dated by all of the same signatories as set forth on page one (the signature page) of this Agreement.

END OF TEXT FOR EXHIBIT A

Exhibit B
Description of Student Internship Program

1. **American Sign Language:**

The American Sign Language Studies sequence is designed for individuals who do not plan to be sign language interpreters, but are interested in the fields of deafness, linguistics, psychology, special education, social work and/or counseling. Graduates will be prepared for entry-level positions with the deaf and hard of hearing or transfer to four-year degree programs in deafness rehabilitation, education and other related areas.

2. **Chemical Dependency Counseling:**

The curriculum for Chemical Dependency Counseling is a two-year program designed to prepare an individual to work under the supervision of a professional counselor, by providing the knowledge and skills to enable him to function as an integral member of the rehabilitative team.

3. **Cooperative Education:**

The curriculum for Cooperative Education combines classroom study with work experience related to either a student's academic major or career concerns.

4. **Dietetic Technician:**

The curriculum in Food Service Administration, which has developmental accreditation by the American Dietetic Association, is designed to prepare individuals wishing to work as support personnel for dietitians in both clinical and administrative settings.

5. **Early Childhood Development:**

The curriculum in Early Childhood Education is a two-year program designed to prepare individuals for positions as assistants in day care centers, public schools, private nursery schools and various community agencies. Graduates may also transfer to four-year colleges to pursue the Baccalaureate Degree toward teacher certification.

6. **Health Information Technology:**

The Health Information Technology Curriculum is designed to prepare graduates to:

- a. Obtain credentials as Accredited Record Technicians (ART); and
- b. Work in health care settings such as hospitals, pharmaceutical, medical research, public agencies and insurers monitoring care provided to their clients.

7. Human Services Program:

The curriculum for the Human Services Program is a two-year associate degree designed to prepare individuals to work under the supervision of human service professionals particularly social workers and occasionally psychologists. An integral part of the program is the completion of carefully selected and guided learning experiences in various human service agencies. Students are expected to acquire the skills needed for entry level employment in the human services and the educational background needed for transfer to a BSW or other bachelor's degree program.

8. Interpreter for the Deaf:

The curriculum for interpreter for the Deaf is a three-year program designated to prepare individuals to work as Interpreters/Transliterators for the deaf and hearing impaired. The Program prepares students to serve as interpreters in a wide range of settings: community agencies servicing the deaf, residential schools for the deaf, vocational training centers, rehabilitation agencies, the public schools systems, universities and law enforcement agencies. Graduates will be prepared to sit for certification evaluation conducted by the Registry of Interpreters for the Deaf.

9. Nursing

- a. The College Associate Degree nursing program, accredited by the National League for Nursing, leads to an Associate in Applied Science degree. A graduate is eligible to take the examination of the New York State Board for Nursing to qualify as a Registered Nurse.
- b. The College shall assure that College faculty, who have the function of guiding and supervising the students, are Registered Professional Nurses currently licensed in the State of New York.
- c. The College shall have complete control of the planning implementation of the educational program, curriculum content, faculty appointments, and requirements for matriculation, promotion and graduation of students, and the guidance and counseling of students; the College shall bear all program costs in connection there with. Notwithstanding the foregoing, there shall be joint planning in the placement and rotation of students through the clinical experience at the Agency.

- d. The Agency shall provide orientation and instruction to the students as to patients' rights, infection control, fire, safety and hazardous substances.
- e. The Agency retains responsibility for all patient care.
- f. The Agency shall, to the extent possible, provide adequate conference room space and permit use of available instructional materials.
- g. The College students are responsible for providing their own uniforms when required.
- h. The College will supply a copy of completed physical examinations of individuals as requested by the Agency.
- i. The Agency shall provide emergency treatment for students and College faculty during hours of assigned clinical experiences. Any further care or treatment required by the student or faculty member shall not be the responsibility of the Agency.
- j. The College will supply a copy of five (5) randomly selected completed physical examinations so that the Agency can perform a quality assurance assessment of such examinations.

10. Occupational Therapy Assistant:

- a. The curriculum for Occupational Therapy Assistant is a two-year program designed to prepare an individual to work under the supervision of a Registered Occupational Therapist (OTR), providing the knowledge and skills to enable the student to function as an Occupational Therapy Assistant.
- b. The skills that the students will be performing will include the following:
 - (i) Work with an OTR to develop service competencies; contribute to assessment and evaluation performed by an OTR;
 - (ii) Conduct individual and group activities;
 - (iii) Contribute to client care plans;
 - (iv) Maintain accurate clinical documentation
- c. The Agency will provide a licensed OTR to provide appropriate supervision of the student.

11. Physical Therapist Assistant

The curriculum for the Physical Therapist Assistant is a two-year program designed to meet specific performance expectations that prepare an individual to work as an entry-level physical therapist assistant under the direction and supervision of a licensed physical therapist following their plan of care. The program is accredited by the Commission on Accreditation in Physical Therapy Education (CAPTE), a committee of the American Physical Therapy Association (APTA). Graduates must pass the National Physical Therapy Education (NPTE) examination to work as an entry-level Physical Therapist Assistant in New York State.

- a. The Agency shall be responsible for obtaining patient permission for student interactions.
- b. The Agency shall provide orientation and instruction to the students as to facility policies and procedures related to patients' rights, infection control, fire, and safety.
- c. The Agency shall be responsible for assuring supervision of the student by a licensed Physical Therapist (PT). This does not preclude the student's direct clinical instructor from being a certified Physical Therapist Assistant (PTA). The supervising Physical Therapist must be identified, introduced to the student, available for student questions, and sign-off on the *Student Clinical Assessment Instrument* at the midterm and completion of the clinical rotation.
- d. The Agency shall be responsible to assign a clinical instructor who is licensed in New York State (PT or PTA) with a minimum of six months clinical experience.
- e. The Agency retains responsibility for all patient care.
- f. The Agency will provide the student with experiences that support the Program's Clinical Education Goals including direct patient care, patient-related instruction, and participation in the non-patient care activities of the physical therapy department.
- g. The Agency shall be responsible for completing a midterm and final evaluation of the student's performance over the time period of the clinical rotation utilizing the Physical Therapist Assistant Program's *Student Clinical Assessment Instrument*.
- h. The Agency is responsible for assuring student's completion of all assigned hours for the clinical rotation period.

- i. The Agency may terminate the affiliation of any student who in their judgment is consistently displaying unprofessional behavior or placing patients at risk by exhibiting incompetent skills, poor judgment, and unsafe techniques.
- j. The Agency or College may rescind the placement of a student if deemed necessary.
- k. The Agency will provide necessary emergency treatment of the student during hours of assigned clinical experiences. Any further care or treatment required by the student shall not be the responsibility of the Agency.
- l. The College will be responsible for assuring a complete medical record on each student and will supply proof as requested by the Agency.
- m. The College Physical Therapist Assistant Program academic faculty will be responsible for assigning a letter grade to the clinical experience.
- n. The College Physical Therapist Assistant Program academic faculty will be responsible to schedule and meet with the clinical instructor at the facility setting once each clinical rotation.

12. **Recreation Leadership:**

The Recreational leadership: Therapeutic Recreation Program is designed to prepare students for work with various disabled populations, including the emotionally disturbed, mentally retarded and developmentally delayed, the elderly, the physically disabled and the socially deviant and substance abuser, in various institutions, residential settings, treatment programs in the community.

13. **Veterinary Science Technology:**

- a. The Veterinary Science Technology (VST) Program offers graduates an AAS Degree and the opportunity to take New York State's Professional Licensing Examination for Veterinary Technology. The Animal Clinic Internship portion of the program provides an opportunity to establish the crucial link between the performing classroom and laboratory exercised and performing tasks in a work environment. The major objective of the Animal Clinic Internship Program is to increase students' proficiencies in performing the essential tasks expected of them. These essential tasks are prescribed by the Committee on Veterinary Technician Education and Activities (CVTEA) of the American Veterinary Medical Association (AVMA). The College Program Coordinator will provide a list of the essential tasks to the Agency.

- b. Students in the Animal Clinic Internship Program have completed two semesters of training and have varied backgrounds and skills. They spend 14 days in the course of the semester at a designated veterinary clinic or hospital or at a laboratory animal research facility or at another special animal care facility. These facilities are expected to provide students with both exposure to and opportunities to perform as many of the essential tasks as can be reasonably offered by the facility.
- c. At the time students are placed at an internship site, they will have had instruction in some of the essential tasks but not all of them. Therefore, it is expected that the Agency will provide initial or additional instruction and supervision in the execution of tasks.
- d. Students are normally expected to be available for internship assignments between the hours of 8:00 AM and 5:00 PM on the days of their assignments; however, variations on this can be made when prearranged between the Agency, the College and the student.
- e. Students are permitted one absence in the course of a semester additional absences will have to be made up. Arrangements for making up missed time will be made between the students and the Agency.
- f. The Agency will maintain records of student attendance on forms that will be provided by the College.
- g. Student assignments will be prearranged and agreed upon by both the College and the Agency.
- h. The Agency may rescind the placement of any student if deemed necessary. The College may also rescind the placement of a student.
- i. The Agency supervisor will provide a written evaluation of the student on forms provided by the College.
- j. The Agency will permit periodic visitation of the Agency's premises by the Animal Clinic Internship supervisor or that person's designee for the purpose of observing and evaluating students' performances.

14. **Emergency Medical Care Program:**

Emergency Medical Technician Basic and Advanced:

The course emphasizes the development of student skill in recognition of signs and symptoms of illnesses and injuries and application of proper procedures of pre-hospital emergency medical care at the Basic and

Advanced Levels as set forth by the NYS Department of Health
Bureau of Emergency Medical Services.

Emergency Medical Technician/ Emergency Medical Care Program:

- a. The College Emergency Medical Care program is responsible for education and training of pre-hospital providers as set forth by the New York State Department of Health Bureau of Emergency Medical Services. A graduate is eligible to take the New York State certification examination leading to certification as an Emergency Medical Technician Basic or Advanced.
- b. The College shall assure that College faculty, who have the function of guiding and supervising the students, are qualified and credentialed by the State of New York Department of Health Bureau, of EMS.
- c. The College shall have complete control of the planning implementation of the educational program, curriculum content, faculty appointments, and requirements for matriculation, promotion and graduation of students, and the guidance and counseling of students; the College shall bear all program costs in connection there with. Notwithstanding the foregoing, there shall be joint planning in the placement and rotation of students through the clinical experience at the Agency.
- d. The Agency shall provide orientation and instruction to the students as to patients' rights, infection control, fire, safety and hazardous substances.
- e. The Agency retains responsibility for all patient care.
- f. The Agency shall, to the extent possible, provide adequate conference room space and permit use of available instructional materials.
- g. The College students are responsible for providing their own uniforms when required.
- h. The College will supply a copy of completed physical examinations of individuals as requested by the Agency.
- i. The Agency shall provide emergency treatment for students and College faculty during hours of assigned clinical experiences. Any further care or treatment required by the student or faculty member shall not be the responsibility of the Agency.
- j. The College will supply a copy of five (5) randomly selected

completed physical examinations so that the Agency can perform a quality assurance assessment of such examinations

END OF TEXT FOR EXHIBIT B

Exhibit C

List of College Program Coordinators

In accordance with paragraph 15 (d) of Exhibit A of this Agreement:

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). Such notice shall be provided to both the Program Coordinators and the College Office of Academic Affairs.

For the College

1. American Sign Language Studies

Name Jane Hecker-Cane
Title Coordinator American Sign Language Studies

Address Riverhead Bldg., Room 125
 533 College Road, Selden, NY 11784

Telephone (631) 451 4157
Fax (631) 451 4671
e-mail – heckerj@sunysuffolk.edu

2. Chemical Dependency Counseling

Name Kirk Kaplan
Title Coordinator Chemical Dependency Counseling

Address Health, Sports & Education Center, Rm. MA110
 Crooked Hill Road, Brentwood, NY 11717

Telephone (631) 851 6594
Fax (631) 851 6807
e-mail – kaplank@sunysuffolk.edu

3. Cooperative Education

Name Debra Klein
Title Coordinator Cooperative Education (Ammerman
 Campus)

Address Babylon Student Center, Room 205

College Road, Selden, NY 11784

Telephone (631) 451 4789
Fax (631) 451 4796
e-mail – kleind@sunysuffolk.edu

Name Mary Reese
Title Assistant Professor/Counselor and Internship/Cooperative
Education (Eastern Campus)

Address Corchaug Building – Room 007
121 Speonk-Riverhead Road, Riverhead, NY 11901

Telephone (631) 548 2672
Fax (631) 548 2697
e-mail – reesem@sunysuffolk.edu

Name Bettye Easley
Title Asst. Dean for Cooperative Education & Career
Placement (Western Campus)

Address Nesconset Hall, Room 17
Crooked Hill Road, Brentwood, NY 11717

Telephone (631) 851 6268
Fax (631) 851 6256
e-mail – easleyb@sunysuffolk.edu

4. Dietetic Technician

Name Jodi Levine
Title Coordinator Dietetic Technician

Address Shinnecock Bldg., Room 125
121 Speonk-Riverhead Road, Riverhead, NY 11901

Telephone (631) 548 2590
Fax (631) 548 2617
e-mail – newmanj@sunysuffolk.edu

5. Early Childhood Development

Name Darlene Hochman
Title Coordinator Early Childhood Development

Address Riverhead Bldg. Room 106
533 College Road, Selden, NY 11784

Telephone (631) 451-4290
Fax (631) 451-4671
e-mail – hochmad@sunysuffolk.edu

6. Health Information Technology

Name Diane P. Fabian
Title Coordinator Health Information Technology

Address Health, Sports & Education Center, Rm. MA208
Crooked Hill Road, Brentwood, NY 11717

Telephone (631) 851-6342
Fax (631) 851-6807
e-mail – fabiaand@sunysuffolk.edu

7. Human Services Program

Name Maureen Bybee
Title Coordinator Community Service Assistant/Human
Services Program

Address Riverhead Bldg., Room 113
533 College Road, Selden, NY 11784

Telephone (631) 451 4839
Fax (631) 451 4671
e-mail – bybeem@sunysuffolk.edu

8. Interpreter for the Deaf

Name Jane Hecker-Cane
Title Coordinator Interpreter for the Deaf

Address Riverhead Bldg., Room 125

533 College Road, Selden, NY 11784

Telephone (631) 451-4157
Fax (631) 451-4671
e-mail – heckerj@sunysuffolk.edu

9. Medical Assistant

Name N/A
Title Coordinator Medical Assistant

Address Health, Sports & Education Center, Rm. MA109
Crooked Hill Road, Brentwood, NY 11717

Telephone (631) 851-6340
Fax (631) 851-6838
e-mail – riddelj@sunysuffolk.edu

10. Nursing

Name Susan Dewey-Hammer, Coordinator
Title Coordinator Nursing (Ammerman Campus)

Address Riverhead Bldg., Room 106
533 College Road, Selden, NY 11784

Telephone (631) 451-4268
Fax (631) 451-4671
e-mail – deweyhs@sunysuffolk.edu

Name Victoria Siegel
Title Academic Chair, Nursing

Address Health, Sports & Education Center, Rm. MA200
Crooked Hill Road, Brentwood, NY 11717

Telephone (631) 851-6962
Fax (631) 851-6807
e-mail – siegelv@sunysuffolk.edu

11. Occupational Therapy Assistant

Name Lisa Hubbs

Title Coordinator of Occupational Therapy Assistant
Address Health, Sports & Education Center, Rm. MA308
Crooked Hill Road, Brentwood, NY 11717
Telephone (631) 851-6335
Fax (631) 851-6854
e-mail – hubbsl@sunysuffolk.edu

12. Physical Therapist Assistant

Name Cheryl Gillespie
Title Coordinator Physical Therapist Assistant
Address Riverhead Bldg., Room 112
533 College Road, Selden, NY 11784
Telephone (631) 451-4017
Fax (631) 451-4671
e-mail – gillesc@sunysuffolk.edu

13. Recreation Leadership

Name Robin Wexler
Title Coordinator Recreation Leadership
Address Riverhead Bldg., Room 116
533 College Road, Selden, NY 11784
Telephone (631) 451-4838
Fax (631) 451-4671
e-mail – wexlerr@sunysuffolk.edu

14. Veterinary Science Technology

Name Dr. Elia Colon-Mallah
Title Academic Chair, Veterinary Science Technology
Department
Address Paumanok Hall, Room P109
Crooked Hill Road, Brentwood, NY 11717

Telephone (631) 851-6289/6301
Fax (631) 851-6311
e-mail – colonme@sunysuffolk.edu

15. Emergency Medical Care

Name Matt Zukosky, MA NREMT-P
Title Program Coordinator

Address Riverhead Building, Room 106
533 College Road
Selden, NY 11784

Telephone (631) 451-4678
Fax (631) 451-4671
e-mail – oconnel@sunysuffolk.edu

END OF TEXT FOR EXHIBIT C

Exhibit D
List of Agency Contact Persons

For the Agency:

Name Judy Doll
Title Director of Senior Services

Telephone 631-722-4444
Fax 631-722-8761

END OF TEXT FOR EXHIBIT D

Exhibit E

Variable Terms and Conditions:

If applicable, must be signed by the same signatories as set forth on page one (1) of this Agreement.

END OF TEXT OF EXHIBIT E

EXHIBIT F

Professional Liability/General Liability Summary of Insurance

Named Insured: Suffolk County Community College
533 College Road
Selden, New York 11784

Coverage: Specified Professional and General Liability

Insurance Company: Evanston Insurance Company

Policy Number: SM-838077

Policy Period: October 15, 2006 to October 15, 2007

Limits: \$1,000,000 – Per Claim – Professional Liability
\$1,000,000 – Per Occurrence – General Liability
\$3,000,000 – Policy Aggregate

Sexual Acts Sub-Limit:
\$100,000 Per Claimant
\$300,000 For All Claimants

Policy Form: Claims Made

Other Conditions: Professional Services:
Student Practicums, Courses and Internships (Medical & Non-Medical)
which are scheduled and offered by the Named Insured.

Terms, Conditions, Exclusions & Endorsements:

- Manuscript Endorsement – Clarification of Coverage – The Insured
- Manuscript Endorsement – Scheduled Curriculum
- Sexual Acts Liability Endorsement
- Minimum Earned Premium Endorsement
- Asbestos Exclusion
- Mold Exclusion

This insurance summary is furnished to you as a matter of information for your convenience. It only summarizes the listed policy(ies) and is not intended to reflect all the terms and conditions or exclusions of such policy(ies). Moreover, the information contained in this summary reflects coverage as of the effective date(s) of the policy(ies) and does not include subsequent changes. This summary is not an insurance policy and does not amend, alter or extend the coverage afforded by the listed policy(ies). The insurance afforded by the listed policy(ies) is subject to all the terms, exclusions and conditions of such policy(ies).

Blanket Accident Plan

Designed for the Students of:



Ammerman Campus
533 College Road
Selden, NY 11784

Eastern Campus
Speonk Riverhead Road
Riverhead, NY 11901

Grant Campus
Crooked Hill Road
Brentwood, NY 11717

2006-2007

POLICY NUMBER: 06200582

Please keep this outline of coverage for
future reference.

The insurance described in this brochure provides
limited benefits only. It does not provide basic
hospital, basic medical or major medical insurance
as defined by the New York State Insurance
Department.



**SUFFOLK COUNTY
COMMUNITY COLLEGE
BLANKET ACCIDENT PLAN**

Table of Contents	Page Number
Introduction	1
Student Eligibility	1
Refund Provision	1
Term of Coverage	1
Premium Rates	1
Definitions	2
Description of Benefits	3
Basic Accident Benefits	3
Accidental Death & Dismemberment Benefits...	4
Supplemental Expense Benefit	4
Home Health Care Expense Benefit	4
Conformity with State Statutes	5
Exclusions	5
Claim Procedure	6
Privacy Practices	7

INTRODUCTION

The following is a brief description of the Suffolk County Community College Student Accident Plan for the 2006-2007 policy year. The exact provisions governing the insurance are contained in the master policy issued to Suffolk County Community College.

ELIGIBILITY

Suffolk County Community College sponsors the Accident Insurance Plan described in this brochure that is paid through the semester fees for all full-time students and for part-time students enrolled in a physical education activity course or an internship, cooperative education or field placement course at Suffolk County Community College.

The Accident Insurance Plan is also available to other part-time students on an elective basis at a charge of \$14.00 per semester which includes all college administrative fees. Coverage is in effect 24 hours a day on and off campus. For students enrolled in this program for only the fall or spring semester, coverage will terminate at 12:01 a.m. on the date the subsequent semester (fall or spring) begins. For students enrolled for an intercession or a summer session in a course where Student Accident Insurance coverage is mandated, who do not otherwise have Accident Insurance from enrollment during the prior semester, coverage begins at 12:01 a.m. on the first day of the intercession or summer session and ends at 12:01 a.m. of the date the subsequent semester begins.

REFUND PROVISION

In the event an Insured person leaves school to enter active military service, coverage will cease and a pro rata refund of premium will be made upon request.

TERM OF COVERAGE

The policy for the fall semester becomes effective on 08/28/2006 at 12:01 a.m. and expires on 01/22/07 at 12:01 a.m. The spring semester becomes effective on 01/22/07 at 12:01 a.m. and expires on 8/28/2007 at 12:01 a.m. Coverage remains in effect during holiday and vacation periods. Should an Insured person graduate or withdraw from the institution, the insurance shall remain in effect until the end of the period for which premium has been paid.

For those part-time students who enroll through and pay their premium directly to, the Local Agent, Walsdorf Agency, Inc., coverage is effective for Fall 2006 semester from the later of 12:01 a.m. August 28, 2006 or 12:01 a.m. of the day following postmark date; and for Spring 2007 semester, from the later of 12:01 a.m. January 22, 2007, or 12:01 a.m. of the day following postmark date.

DEFINITIONS

Accident means a sudden, unexpected, identifiable event caused solely by an external physical force resulting in Injury to an Insured person. Accident does not include a Loss arising out of a health condition or health impairment.

Deductible means the amount an Insured is required to pay as provided by the applicable coverage under the policy in the event of a Loss.

Expense means the Usual and Customary charges for Medically Necessary treatment, service or supplies. Such Expense shall not include any amount not customarily charged to persons without insurance.

Hospital means a licensed institution, including a tax-supported institution of the state which has on the premises, or prearranged access to, medical and surgical facilities. It must maintain permanent facilities for the care of overnight resident patients under the care of a Physician. It must have a Registered Nurse (R.N.) always on duty or call. Confinement in the special wing of a Hospital used primarily as a nursing, rest, convalescent or extended care facility is not confinement in a Hospital, unless such confinement is because of a lack of space in the Hospital's full service wing.

Injury means bodily harm caused by an Accident which occurs while the policy is in force and is the sole cause of the Loss.

Insured means an eligible student or an eligible student's dependent (if dependent coverage is available under the policy).

Loss means medical Expense caused by Injury and covered by the policy.

Medically Necessary means medical services, supplies or treatment authorized by a Physician to treat an Insured person's bodily Injury which are: (a) consistent with the symptoms or diagnosis; (b) appropriate and accepted according to good medical practice standards; (c) not primarily for the

convenience of the Insured person, Physician or other providers; and (d) consistent with the most appropriate supply or level of services which can safely be provided to the patient.

Physician means any practitioner of the healing arts, licensed by the state in which he practices and acting within the scope of his license, including a duly licensed podiatrist, surgeon, osteopath, dentist, chiropractor, optometrist, psychologist, physical therapist, and graduate nurse. Physician shall not include a member of the Insured's immediate family.

Pre-Existing Condition means conditions manifesting themselves in symptoms which would cause an ordinary prudent person to seek medical advice, diagnosis, care or treatment or for which medical advice, diagnosis, care or treatment was recommended or received during the six months immediately preceding the effective date of coverage or as to a pregnancy, existing on the effective date of coverage. A condition will not be considered pre-existing once an Insured has been covered for 12 months following the effective date of coverage.

Usual and Customary Expense means an Expense which: (a) is charged for treatment, supplies or medical services Medically Necessary to treat the Insured's condition; and (b) does not exceed the usual level of charges made for similar treatment, supplies or medical services in the locality where the Expense is incurred.

We, Us or Our means Market Insurance Company.

You, Your or Yours means the Insured.

DESCRIPTION OF BENEFITS

SECTION I

BASIC ACCIDENT BENEFITS

When Your Injury requires: (a) treatment by a Physician; (b) Hospital services; (c) services of a licensed practical nurse or R.N.; (d) x-ray service; (e) use of operating room, anesthesia, laboratory service; (f) use of an ambulance; (g) use of an ambulatory surgical center or ambulatory medical center; (h) if ordered by a Physician, prescription medicines, drugs or any other therapeutic services or supplies; or (i) home care Expenses, We will pay the Expense within 104 weeks from the date of Accident up to an aggregate maximum of \$5,000. This benefit includes coverage for treatment of Injury to natural teeth.

SECTION II

ACCIDENTAL DEATH & DISMEMBERMENT BENEFITS

Accidental Death and Dismemberment Insurance covers You for a Loss as shown below. The Loss must result from an Accident, directly and independently of all other causes. The Accident must take place while You are Insured under the policy. Also, the Loss must take place within 52 weeks after the Accident.

The following table shows the amounts We will pay:

For Loss Of	Amount
Life	\$15,000
Both hands or both feet or sight of both eyes	\$15,000
One hand and one foot	\$15,000
One hand and sight of one eye	\$15,000
One foot and sight of one eye	\$15,000
One hand or one foot or sight of one eye	\$7,500
Thumb and index finger of the same hand	\$3,750

The most We will pay for all Losses to an Insured as the result of one Accident is \$15,000.

Loss to hands and feet means severance at or above the wrist or ankle joints. Loss of sight means total and irrecoverable loss of sight.

SECTION III

SUPPLEMENTAL EXPENSE BENEFIT

If the covered medical Expense for Your Injury exceeds the aggregate maximum We owe under the basic Accident benefits, We will pay 80% of the Expense incurred within 104 weeks from the date of Injury up to a maximum of \$15,000. Covered Expenses for daily Hospital room and board will not be more than the usual semi-private room charge.

SECTION IV

HOME HEALTH CARE EXPENSE BENEFIT

If an Insured person incurs Expenses for covered home health care services, We will pay, after a \$50 Deductible, 75% of the covered charges incurred to a maximum of 40 visits per policy period.

CONFORMITY WITH STATE STATUTES

Any provision of this plan of insurance which, on its effective date, is in conflict with the statutes of the State in which it is issued, is hereby amended to conform to the minimum requirements of such statutes.

Any Expense not specifically listed in the preceding sections is not covered.

EXCLUSIONS

The policy does not cover Loss nor provide benefits for:

- ◆ Expenses for treatment on the teeth, except for treatment resulting from Injury to natural teeth or care for treatment necessary due to congenital disease or anomaly;
- ◆ Services normally provided without charge by the Policyholder's health service, infirmary or Hospital, or employees;
- ◆ Eyeglasses, hearing aids, and examinations for the prescription or fitting thereof;
- ◆ Suicide, attempted suicide or intentionally self-inflicted Injury;
- ◆ Injury due to participation in a riot or participating in a felony;
- ◆ Cosmetic surgery. Cosmetic surgery shall not include reconstructive surgery when such service is incidental to or following surgery resulting from trauma, infection or other disease of the involved part and reconstructive surgery because of congenital disorder or anomaly of a covered dependent child which has resulted in a functional defect;
- ◆ Loss resulting from air travel, except as a fare-paying passenger on a commercial airline;
- ◆ Injury resulting from any declared or undeclared war;
- ◆ Injury while in the armed forces of any country. When an Insured enters such armed forces, We will refund the unearned pro rata premium to the Insured;
- ◆ Injury to the extent that such coverage is provided by any worker's compensation or occupational disease law;

- ◆ Treatment provided in a government Hospital, unless the Insured is legally obligated to pay such charges;
- ◆ Infections except pyogenic or bacterial infections caused wholly by a covered Injury;
- ◆ The Insured's being intoxicated or under the influence of any narcotic unless administered on the advice of a Physician;
- ◆ Injury arising out of the practice and play of interscholastic football, ice hockey and rugby;
- ◆ Pre-Existing Conditions.

CLAIM PROCEDURE

To file a claim under the Accident and Health Plan, the student should:

1. Complete a claim form, which is available online at Our website, www.markelmedical.com.
2. The claim form must be completed and signed. Attach all itemized medical and Hospital bills.
Itemized bills must be furnished with the claim form within 90 days from the date of Loss.
3. Questions should be referred to the Claims Administrator or the Student Health Center (if applicable).
4. Preauthorization and precertification of benefits to providers of medical service are not required nor provided by Us.
5. Claim filing procedures and access to Our claim form are available online at Our website: www.markelmedical.com.

MARKEL PRIVACY PRACTICES

We maintain physical, electronic and procedural safeguards that comply with federal standards to protect Your personal information. We do not use or disclose Your information for any fundraising, marketing or research activities.

We use and disclose Your information to determine Your eligibility for plan benefits, to facilitate payment for treatment and services provided to You, to coordinate benefits and to carry out other necessary insurance-related activities. We use or disclose the minimum information necessary to process a claim or answer a claims inquiry. We may also disclose Your information to law or government agencies when required by law to do so.

Under the privacy laws, You have unlimited access to Your information. You may limit how We use and disclose Your information and get a listing of instances where it was disclosed. You may request that We correct inaccurate information or add missing information.

If You have any questions about Your rights, Our Privacy Practices or You want to file a complaint, please contact Our Privacy Officer at: Phone (800) 431-1270 or www.markelmedical.com.

Underwritten by:



Glen Allen, VA 23060

Your Local Agent:

Walsdorf Agency Inc.
770 New York Avenue
Huntington, NY 11743

Mail claims to:

POMCO

A Markel Business Partner

PO Box 186

Syracuse, NY 13206-0186

Phone: 1-866-834-4765

Fax: 1-315-433-5444

Email: markelstudentinfo@pomcoplus.com

This outline of coverage is intended only for quick reference and does not limit or amplify the coverage described in the master policy which contains complete terms and provisions. A copy of the master policy is on file at the institution.

11/7/07

Adopted

TOWN OF RIVERHEAD

RESOLUTION # 1063

AUTHORIZES THE SUPERVISOR TO EXECUTE A LICENSE AGREEMENT

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

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

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

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

WHEREAS, the Society of European Stage Authors and Composers (SESAC) represents the holders of copyrights for musical works played in the United States; and

WHEREAS, SESAC offers a license granting permission to municipalities to play all of the works of copyright holders SESAC represents.

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

RESOLVED, that the Town Clerk is hereby directed to forward a certified copy of this resolution to Michael DeFabrizio, SESAC, Inc., 55 Music Square East, Nashville, TN, 37203; the Office of the Supervisor; the Accounting Department; Parks and Recreation; Senior Citizen's Services and the Office of the Town Attorney.

THE VOTE

Bartunek Yes No Dunleavy Yes No
Blass Yes No Densieski Yes No

Cardinale Yes No

The Resolution Was Was Not
Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

	Estimate Jan 1, 2006	Estimate Jan 1, 2005	Census Apr 1, 2000	Census Apr 1, 1990
DESIGNATED PLACES (Hamlets)				
Aquebogue	2,646	2,623	2,254	2,060
Baiting Hollow	1,655	1,613	1,449	981
Calverton, part	5,559	5,420	4,469	3,666
Jamesport	1,897	1,867	1,526	1,532
Northville	1,144	1,098	801	641
Riverhead	12,648	12,059	10,513	8,814
Wading River	7,549	7,348	6,668	5,317
TOTAL DESIGNATED PLACES	33,098	32,028	27,680	23,011
TOTAL RIVERHEAD TOWN	33,098	32,028	27,680	23,011



Instructions for completing the SESAC Performance License

Please verify or complete the information on the SESAC Performance License, then sign where indicated before returning the license with payment in the enclosed postage paid envelope.

1. **Name of corporation, partnership, sole proprietorship, etc.** – verify or complete either the legal name of Corporation as filed with the Secretary of State or the names of the Partners in a Partnership or the name of the Sole Proprietor.
2. **Mailing address** – verify or complete the mailing address of the Corporation, Partnership or Sole Proprietor including street address, city, state and zip code.
3. **Name** – verify or complete the name of the establishment being licensed.
4. **Location** – verify or complete the street address, including city, state and zip code of the establishment being licensed.
5. **Telephone, Fax and email** – complete these sections.
6. **Please insert today's date** – input the date you sign the SESAC Performance License
7. **Licensee** – sign the SESAC Performance License where indicated, then type or print the name of the person who signs the license including his or her title.

If Schedule "A" is Attached

8. Verify all the information regarding music usage.

If an Addendum is Attached

9. Complete the addendum and sign where indicated

ALL PAGES OF THE SESAC PERFORMANCE LICENSE, INCLUDING THE SCHEDULE "A" MUST BE RETURNED TO SESAC.



Two ways to pay! Return this stub with your 1) check or 2) credit card information.



1. If paying by check please complete the following:

2. If paying by Visa or Mastercard please complete the following:

Check No. _____ Amount Paid: _____

Amount Charged: \$ _____

Establishment Name _____

Establishment Name _____

Cardholder Name _____

Card Billing Address _____

City _____ State _____ Zip _____

Card No. _____

Expiration Date ____/____ Security Code (see below*) _____

Signature _____

*The security code is the last three or four digits printed on the back of your credit card in the signature block.

FOR INTERNAL USE ONLY
63-31-01057

Please send all correspondence to: 55 Music Square East, Nashville, TN 37203

SESAC PERFORMANCE LICENSE for MUNICIPALITIES

Agreement made in New York by and between SESAC, Inc. ("SESAC"), a New York corporation, with offices at 55 Music Square East, Nashville, TN 37203 and

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

(Billing Address) 200 Howell Avenue

(City, State, ZIP) Riverhead, New York 11901

Telephone: 631-727-3200 Fax: 631-727-6152 E-mail: mccormick@riverhead.li.com

SESAC and LICENSEE hereby mutually agree as follows:

1. GRANT OF RIGHTS: Effective as of December 01, 2007 (the "Effective Date") SESAC grants to LICENSEE the non-exclusive right and license to publicly perform live or recorded non-dramatic renditions of the musical compositions, the performance rights to which SESAC controls and/or is empowered to license (the "Compositions") solely on and in connection with the following:

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

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

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

A. the right to perform, broadcast, televise or otherwise transmit the Compositions to any location (unless and to the extent otherwise expressly permitted in Schedule "A");

B. the right to grant the Rights to any third party;

C. "Grand Rights" in and to the Compositions ("Grand Rights" include, but are not limited to, the right to perform in whole or in part, dramatico-musical and dramatic works in a dramatic setting);

D. performances of the Compositions (i) which are part of a background music service originating from any location including the Municipality, for which performance license fees are otherwise paid, regardless of the means by which such performances are transmitted on or to the Municipality, (ii) by coin-operated phonorecord players ("jukeboxes"), as defined in 17 U.S.C. § 116, and/or (iii) transmitted by computer on-line services or electronic bulletin boards and received on the Municipality (unless and to the extent otherwise expressly permitted in Schedule "A").

5. MISCELLANEOUS:

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

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

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

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

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

LICENSEE

SESAC, Inc.

BY: _____
(please sign here)

BY: _____

Philip J. Cardinale

(Type or print name)

TITLE: *RIVERHEAD TOWN SUPERVISOR*

TITLE: _____

Please mail signed license to:

SESAC
55 Music Square East
Nashville, TN 37203

Town of Riverhead Account No: 63-31-01057 / MD I.D. No: 267564

Schedule "A"
MUNICIPALITY - 2007

I. **Municipality.** "Municipality," as used in the SESAC Performance License effective December 01, 2007 (the "Agreement") to which this Schedule "A" is attached, shall be defined as the following Municipality:

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

II. Fee Schedule/License Fee.

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

<u>"Population"</u>		<u>License Fee for calendar year 2007</u>
Under	25,000	\$ 244
25,001	- 50,000	\$ 486
50,001	- 100,000	\$ 791
100,001	- 150,000	\$ 1,155
150,001	- 250,000	\$1,580
250,001	- 500,000	\$2,066
500,001	And over	\$2,615 + \$244 for each additional 100,000 population

Population: 27,680

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

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

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

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

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

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

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

Town of Riverhead / 63-31-01057 / MD ID# 267564



NFIB
The Voice of Small Business.

October 10, 2007

Dan McCormick
Assistant Town Attorney
Town of Riverhead Legal Dept.
200 Howell Ave
Riverhead, NY 11901-2515

RE: SESAC Music Performance License for Town of Riverhead

Dear Mr. McCormick:

Thank you for taking the time to speak with me regarding the SESAC Music Performance License. We look forward to welcoming you into the SESAC family of licensees.

Please complete, sign and return the enclosed license agreement together with appropriate payment.

If you have any questions, please feel free to contact me at 631-254-0545, by facsimile at 631-587-1011, or by e-mail at sesfieldrep3@mindspring.com. Otherwise, we look forward to receiving the signed agreement in the next few days, and to serving your music licensing needs.

Sincerely,

SESAC, Inc.

A handwritten signature in cursive script that reads "Michael De Fabrizio".

Michael DeFabrizio
Music Licensing Consultant

Encl.

Account No: 63-31-01057 I.D. No: 267564 – AC 01

11/07/07

Adopted

TOWN OF RIVERHEAD

Resolution # 1064

**AUTHORIZES THE RELEASE OF CASH SECURITY OF CROWN
RECYCLING**

COUNCILMAN BARTUNEK

offered the following resolution,

which was seconded by

COUNCILWOMAN BLASS

WHEREAS, Crown Recycling posted security in the form of a certified check #1230 dated August 17, 2004 in the amount of Twelve Thousand Sixty Dollars (\$12,060) as per site plan approval dated December 2, 2003, Resolution #1312, to construct a metal frame building at Youngs Avenue, Riverhead, New York designated and known as Suffolk County Tax Map Number 0600-80.-2-14, 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 site requirements and a Certificate of Occupancy has been issued.

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby authorizes the release of the cash security in the sum of Twelve Thousand Sixty Dollars (\$12,060); and

BE IT FURTHER RESOLVED, that the Town Clerk is hereby authorized to forward a certified copy of this resolution to Crown Recycling, Youngs Avenue, Riverhead, New York 11901; the Building Department; the Accounting Department; and the Town Attorney's Office.

THE VOTE

Dunleavy Yes No

Bartunek Yes No

Blass Yes No

Densieski Yes No

Cardinale Yes No

The Resolution Is Is Not
Declared Duly Adopted

11/7/07

TOWN OF RIVERHEAD

Adopted

RESOLUTION # 1065

AUTHORIZES THE SUPERVISOR TO EXECUTE AN AGREEMENT TO PURCHASE REAL PROPERTY

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

WHEREAS, the Town of Riverhead Sewer District is desirous of upgrading its sewage treatment capability in the vicinity of Howell Avenue; and

WHEREAS, a parcel of real property on the westerly side of Howell Avenue approximately 745 feet south of Elton Street designated as Suffolk County Tax Map No. 0600-127-4-53.001 would suit the needs of the Town of Riverhead Sewer District regarding an upgrade of sewage treatment capability in the vicinity of Howell Avenue; and

WHEREAS, the present owner of the above-referenced parcel is interested in selling the subject parcel to the Town of Riverhead;

NOW THEREFORE BE IT RESOLVED, that the Supervisor is hereby authorized to execute the attached agreement with the Arlene Foster Living Trust regarding the Town of Riverhead's purchase of real property on the westerly side of Howell Avenue approximately 745 feet south of Elton Street designated as Suffolk County Tax Map No. 0600-127-4-53.001.

RESOLVED, that the Town Clerk is hereby directed to forward a certified copy of this resolution to Arlene Foster Living Trust, c/o PO Box 662, Wading River, New York 11792; the Office of the Supervisor; Town of Riverhead Sewer District and the Office of the Town Attorney.

THE VOTE

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

The Resolution Was Was Not Thereupon Duly Declared Adopted

CONTRACT OF SALE

THIS AGREEMENT, made this ____ day of November, Two Thousand and Seven;

BETWEEN:

The ARLENE FOSTER LIVING TRUST, c/o PO Box 662, Wading River, New York 11792, hereinafter described as the SELLER,

and THE TOWN OF RIVERHEAD, a municipal corporation, having its principal offices located at 200 Howell Avenue, Riverhead, New York, 11901, hereinafter described as the PURCHASER,

WITNESSETH, that the SELLER agrees to sell and convey, and the PURCHASER agrees to purchase in accordance with the provisions contained within Town Board Resolution number ____ of the Town of Riverhead adopted and approved by the Riverhead Town Board on November ____, 2007, all that certain plot, piece or parcel of land hereinafter identified as Suffolk County Tax Map No. 0600-127.00-04.00-053.001, being 0.66± acres in size and being more fully described in SCHEDULE A attached hereto.

1. This sale includes all right, title and interest, if any, of the SELLER in and to any land lying in the bed of any street, road or avenue opened or proposed, in front of or adjoining said premises, to the center line thereof, and all right, title and interest of the SELLER in and to any award made or to be made in lieu thereof and in and to any unpaid award for damage to said premises by reason of change of grade of any street; and the SELLER will execute and deliver to the PURCHASER, on closing of title, or thereafter, on demand, all proper instruments for the conveyance of such title and the assignment and collection of any such award.

2. The purchase price is ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000.00), payable by the Town of Riverhead by check to the order of the SELLER on delivery of the deed as hereinafter provided.

3. If the closing of the title shall occur before the tax rate is fixed, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation.

4. The deed shall be a full Bargain and Sale deed with covenants against grantors acts in proper statutory short form for recording and shall be duly executed and acknowledged so as to convey to the PURCHASER the fee simple of the said premises, free of all encumbrances, and shall contain the covenant required by Subdivision 5 of Section 13 of the Lien Law.

5. The SELLER shall give and the PURCHASER shall accept an insurable title such as any title company, which is authorized to do business in New York State, will approve and insure. Such title company must be a Member of the New York Board of Title Underwriters, and shall be on the approved list of title companies authorized by contract to do business with the Town of Riverhead.

6. All sums paid on account of this contract, if any, and the reasonable expenses of the examination of the title to said premises and of the survey, if any, made in connection therewith are hereby made liens on said premises, but such liens shall not continue after default by the PURCHASER under this contract.

7. The amount of any unpaid taxes, assessments, water charges and sewer rents which the SELLER is obligated to pay and discharge, with the interest and penalties thereon to a date not less than two business days after the date of closing title, may at the option of the SELLER be allowed to the PURCHASER out of the balance of the purchase price, provided official bills therefore with interest and penalties thereon figured to said date are furnished by the SELLER at the closing.

8. If at the date of closing, there may be any other liens or encumbrances which the SELLER is obligated to pay and discharge, the SELLER may use any portion of the balance of the purchase price to satisfy the same, provided the SELLER shall simultaneously either deliver to the PURCHASER at the closing of title instruments in recordable form and sufficient to satisfy such liens and encumbrances of record together with the cost of recording or filing said instruments; or, provided that the SELLER has made arrangements with the title company employed by the PURCHASER in advance of closing, SELLER will deposit with said company sufficient monies, acceptable to and required by it to insure obtaining and the recording of such satisfactions and the issuance of title insurance to the PURCHASER either free of any such liens and encumbrances, or with insurance against enforcement of same out of the insured premises. The PURCHASER, if request is made within a reasonable time prior to the date of closing of title, agrees to provide at the closing separate checks as requested, aggregating the amount of the balance of the purchase price, to facilitate the satisfaction of any such liens or encumbrances. The existence of any such taxes or other liens and encumbrances shall not be deemed objections to title if the SELLER shall comply with the foregoing requirements.

9. If a search of the title discloses judgments, bankruptcies or other returns against other persons having names the same as or similar to that of the SELLER, the SELLER will on request deliver to the PURCHASER an affidavit showing that such judgments, bankruptcies or other returns are not against the SELLER.

10. The deed shall be delivered at the offices of the Riverhead Town Attorney, Town of Riverhead, 200 Howell Avenue, Riverhead, New York 11901, at 10:00 AM on or about December 3, 2007.

11. The parties agree that no broker brought about this sale and the SELLER agrees to hold the Town of Riverhead harmless and to indemnify PURCHASER for any claims for broker's commissions arising out of this transaction.

12. It is understood and agreed that all understandings and agreements heretofore had between the parties hereto are merged in this contract, which alone fully and completely expresses their agreement, and that the same is entered into after full investigation, neither party relying upon any statement or representation, not embodied in this contract, made by the other.

13. The SELLER further agrees to file and execute all affidavits, documents and vouchers as required by said local laws of the Town of Riverhead, rules, regulations, ordinances, statutes and resolutions of the Town Board of the Town of Riverhead.

14. The SELLER represents that the premises are vacant land. At no time, to the SELLER'S knowledge, has the premises been used for the generation, storage, or disposal of hazardous substances, or, as a landfill or other waste disposal site. There are not now, nor have there ever been, underground storage tanks, to the SELLER'S knowledge, on the premises.

15. The SELLER represents that to its knowledge there are no actions, suits, claims or proceedings seeking money damages, injunctive relief, remedial action or any other remedy pending or threatened relating to a violation or non-compliance with any Environmental Law; or the disposal, discharge or release of solid wastes, pollutants or hazardous substances; or exposure to any chemical substances, noises or vibrations to the extent the same arise from the condition of the premises or SELLER'S ownership or use of the premises.

16. The SELLER represents that no consent or approval is needed from any governmental agency for the transfer of the premises from SELLER to PURCHASER, and neither the execution of this agreement, nor the closing of title, will violate any Environmental Law.

17. The SELLER agrees that pending the closing, it will:

- (a) Not generate, store or dispose of hazardous substances on the premises, nor allow others to do so;
- (b) Not perform any act to violate any Environmental Laws;
- (c) Allow PURCHASER, the Town of Riverhead, and their agent's reasonable access to the premises for the purposes of ascertaining site conditions and for inspection of the premises prior to closing.

18. The following are to be apportioned: real estate taxes, special benefit assessments, sewer rents and water charges, if any, on the basis of the lien year for which assessed. There shall be no other adjustments.

19. The SELLER represents and warrants that she has not offered or given any gratuity to any official, employee, or agent of the Town of Riverhead, or of any political party, with the purpose or intent of securing favorable treatment with respect to the performance of an agreement.

20. If SELLER is unable to transfer title to PURCHASER in accordance with this contract, SELLER'S sole liability shall be to refund all money paid on account of this contract, if any, plus all charges made for: (i) examining the title, (ii) any appropriate additional searches made in accordance with this contract, and (iii) survey and survey inspection charges. Upon such refund and payment, this contract shall be considered canceled, and neither SELLER nor PURCHASER shall have any further rights against the other.

21. This contract is subject to: (a) the state of facts an accurate survey may show, providing same does not render title unmarketable; (b) covenants, easements, restrictions of record, if any, provided same does not prohibit the use of the premises for sewage treatment

purposes, and further provided that such covenants, easements or restrictions do not diminish the approved appraised value of said property; (c) determinations made after public hearing; (d) consents and permits, if necessary, as may be required by any federal, state or local agency having jurisdiction; and (e) an environmental audit of the premises showing the premises to be free of contamination from toxic and/or hazardous substances.

22. At the closing of title hereunder, if the SELLER is not a foreign person as that term is defined in Internal Revenue Service Code 1445(f)(3) and the regulations issued thereunder, SELLER shall deliver to PURCHASER a non-foreign affidavit. In the event that the SELLER is such a foreign person, or in the event that PURCHASER has actual knowledge that the non-foreign affidavit is false, then PURCHASER shall deduct, withhold and deliver to the Internal Revenue Service a tax equal to ten (10%) percent of the purchase price of such amount as has been provided for in a Treasury Department qualifying statement.

23. This agreement may not be changed or terminated orally. The stipulations aforesaid are to apply to and bind the heirs, executors, administrators, successors and assigns of the respective parties.

24. Upon execution of this Contract by all parties, PURCHASER may take steps to secure the property from illegal trespassers.

27. If two or more persons constitute either the SELLER or the PURCHASER, the word "SELLER" or the word "PURCHASER" shall be construed as if it read "SELLERS" or "PURCHASERS" whenever the sense of this agreement so requires.

28. Seller acknowledges that this matter is a conveyance of real property having legal ramifications. Seller was advised and it was recommended that Seller consult with an attorney regarding all aspects of this transaction. Seller knowingly and intelligently has chosen to proceed in this matter through closing and settlement without legal representation.

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

IN PRESENCE OF:

TOWN OF RIVERHEAD

By: _____
Philip J. Cardinale, Supervisor

Arlene Foster

Arlene Foster Living Trust

By: Arlene Foster
As: Trustee and Trustor

STATE OF NEW YORK)

) ss:

COUNTY OF SUFFOLK)

On the _____ day of _____ in the year 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.

Notary Public

STATE OF NEW YORK)

) ss:

COUNTY OF SUFFOLK)

On the _____ day of _____ in the year 2007, before me, the undersigned, personally appeared Arlene Foster 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/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)

) ss:

COUNTY OF SUFFOLK)

On the _____ day of _____ in the year 2007, before me, the undersigned, personally appeared Arlene Foster, of the Arlene Foster Living Trust, 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/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

SCHEDULE A

Howell Avenue, Riverhead, New York 11901

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being at Riverhead, in the Town of Riverhead, County of Suffolk and State of New York, being bounded and described as follows:

BEGINNING at a monument set on the westerly side of Howell Avenue said monument being at the southeast corner of premises now or formerly of Joseph Pflieger and Dorothy Stivers, and from said point of beginning:

RUNNING THENCE southerly along the westerly side of Howell Road on a arc of curve, bearing to the left, whose radius is 310.00 feet, a distance of 4.70 feet to a 20 foot right of way:

RUNNING THENCE North 89 degrees 23' 00" West along said 20 foot right of way 244.70 feet to land now or formerly of Riverhead Sewer District:

RUNNING THENCE along the easterly and northerly line of land now or formerly of Riverhead Sewer District the following 2 courses and distance:

- 1) North 3 degrees 56' 00" East, 30.00 feet;
- 2) North 86 degrees 04' 00" West, 49.16 feet to land now or formerly of Richard and Ann Marie Podlas;

RUNNING THENCE North 11 degrees 23' 00" West, 183.84 feet along land now or formerly of Richard and Ann Marie Podlas and land now or formerly of Walter Figurny and Laura A. Wanat:

RUNNING THENCE North 17 degrees 12' 00" West still along land of Walter Figurny and Laura A. Wanat 71.09 feet to land now or formerly of George and Constance Kirschner:

RUNNING THENCE North 66 degrees 59' 00" East along land now or formerly of Kirschner 83.30 feet North Boundary to land now or formerly of Josephine C. Zamber:

RUNNING THENCE South 21 degrees 01' 00" East along land now or formerly of Josephine C. Zamber, land now or formerly of Leonard Paulakis, land now or formerly of William and Antionette Tysz, land now or formerly of Raymond J. DeFrese and land now or formerly of Joseph Pflieger and Dorothy Stivers 329.75 feet East Boundary:

RUNNING THENCE South 89 degrees 23' 00" East, 153.78 feet to the westerly side of Howell Avenue, the point or place of BEGINNING:

TOGETHER WITH a right of way on Deed dated 10/2/54, recorded 4/7/55 in Liber 3864, Page 561, over all that certain piece or parcel of land adjoining the above described premises on the South which said parcel is described as follows:

BEGINNING at a point on the westerly line of Howell Avenue which said point is South 11 degrees 51' West 14.70 feet from a concrete monument marking the southerly line of property now or formerly of Griffin, which monument is the point of beginning in the aforementioned, and from said point of beginning

RUNNING South 88 degrees 14' West along the southerly line of the right of way of the Riverhead Sewer District 244.1 feet to a concrete monument:

THENCE North 3 degrees 56' East along property of the Riverhead Sewer District 20 feet to a point:

THENCE easterly along the southerly line of property hereinabove conveyed, which line is the northerly of property now or formerly of Beckman, to the westerly line of Howell Avenue:

THENCE South 11 degrees 51' West along the westerly side of Howell Avenue 10 feet to the point of BEGINNING.

BEING and intended to be the same premises described on a certain deed dated December 18, 1986 and recorded in the Suffolk County Clerk's Office on January 15, 1987 in Liber 10221 Page 263.

11/7/07

Adopted

TOWN OF RIVERHEAD

Resolution # 1066

ADOPTS A LOCAL LAW TO AMEND SECTION 3-1 OF CHAPTER 3 ENTITLED "APPEARANCE TICKETS" OF THE RIVERHEAD TOWN CODE

COUNCILMAN DUNLEAVY

_____ offered the following resolution,

COUNCILMAN DENSIESKI

which was seconded by _____.

WHEREAS, the Town Clerk was authorized to publish and post a public notice to hear all interested persons to consider a local law to amend Section 3-1 of Chapter 3 entitled "Moratorium on Residential Development" of the Riverhead Town Code; and

WHEREAS, a public hearing was held on the 2nd day of October, 2007 at 7:05 o'clock p.m. at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, the date, time and place specified in said public notice, and all persons wishing to be heard were heard.

NOW THEREFORE BE IT RESOLVED, that a local law to amend section 3-1 of Chapter 3 entitled, "Appearance Tickets" of the Riverhead Town Code is hereby adopted as specified in the attached notice of adoption; and be it further

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

RESOLVED, that the Town Clerk shall provide notification of this resolution to the Riverhead Town Planning Board; the Planning Department, Building Department and the Office of the Town Attorney.

**TOWN OF RIVERHEAD
NOTICE OF PUBLIC HEARING**

PLEASE TAKE NOTICE, that the Town Board of the Town of Riverhead adopted a local law amending section 3-1 of Chapter 3 entitled, "Appearance Tickets" of the Riverhead Town Code at its regular meeting held on the 2nd day of October, 2007 at 7:05 o'clock pm. **Be it enacted** by the Town Board of the Town of Riverhead as follows:

**Chapter 3
Appearance Tickets**

§ 3-1. Authorized issuing officers. [Amended 8-2-1988 by L.L. No. 3-1988; 5-16-1989 by L.L. No. 3-1989; 4-20-1999 by L.L. No. 5-1999; 11-9-2006 by L.L. No. 46-2006; 3-20-2007 by L.L. No. 7-2007]

Pursuant to the provisions of the Municipal Home Rule Law, Police Officers, the Building Inspector, the Zoning and Building Administrator, the Sanitation Supervisor, the Fire Marshal, the Building Permits Coordinator, the Site Plan Reviewer, the Electrical Inspector, the Housing Inspector, the Ordinance Inspector, traffic control officers, animal control officers, the Bay Constable, Town Investigator, Senior Town Investigator, Sign Inspector and persons who are certified as Code Enforcement Officials, as provided by Title 19 NYCRR Part 434, are hereby authorized to issue appearance tickets, as defined by § 150.10 of the Criminal Procedure Law, for violations of those sections of the Town Code of the Town of Riverhead over which they have jurisdiction.

- Underscore represents addition(s)

Dated: Riverhead, New York
August 21, 2007

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD

BARBARA GRATAN, Town Clerk

DUNLEAVY YES ___ NO BARTUNEK YES ___ NO
BLASS YES ___ NO DENSIESKI YES ___ NO
CARDINALE YES ___ NO
THIS RESOLUTION IS ___ IS NOT
DECLARED DULY ADOPTED

Adopted

November 7, 2007

TOWN OF RIVERHEAD
RESOLUTION # 1067

CLARIFIES RE-AWARD OF BID FOR ON-SITE YARD WASTE GRINDING
AT YOUNGS AVENUE LANDFILL SITE

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

WHEREAS, on October 2, 2007 the Riverhead Town Board did adopt Resolution No. 321, entitled "Awards Bid for On Site Yard Waste Grinding at Youngs Avenue Landfill"; and

WHEREAS, six (6) bids were received, opened and read aloud on the 9th day of November 2006; and

WHEREAS, the bid was awarded to WHS Materials, Inc.; and

WHEREAS, WHS Materials, Inc. failed to perform the on site yard waste grinding as outlined in the specifications; and

WHEREAS, on September 27, 2007 the Town Board re-awarded the bid award the On Site Yard Waste Grinding at the Youngs Avenue Landfill to Oyster Bay Industries, Inc., as follows:

MOBILIZATION: \$500.00
DEMOBILIZATION: \$500.00
DAILY GRINDING: \$4,200.00/DAY

NOW, THEREFORE, BE IT RESOLVED that the re-awarded the bid award the On Site Yard Waste Grinding at the Youngs Avenue Landfill to Oyster Bay Industries, Inc., shall be effective as of September 26, 2007; and be it further

RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to Oyster Bay Industries, Inc. 292 Duffy Avenue, Hicksville, NY 11801, and a copy to Kenneth Testa, P.E., John Reeve, Sanitation Superintendent, Dawn Thomas, Town Attorney, Purchasing 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

Adopted

RESOLUTION # <u>1068</u> ABSTRACT #07-39 October 18, 2007 (TBM 11/07/07)				
<i>Councilman Bartunek</i> offered the following Resolution which was seconded by <i>Councilwoman Blass</i>				
FUND NAME		CD-10/15/07	CHECKRUN TOTALS	GRAND TOTALS
GENERAL FUND	1	8,800,000.00	3,333,606.57	12,133,606.57
TEEN CENTER	5	15,000.00		15,000.00
RECREATION PROGRAM FUND	6	195,000.00	22,857.85	217,857.85
SITE COUNCIL	7	4,500.00		4,500.00
DARE PROGRAM	8	3,000.00		3,000.00
CHILD CARE BUILDING FUND	9	145,000.00		145,000.00
TOWN BOARD SPECIAL PROGRAM	24	100,000.00		100,000.00
SRS DAYCARE BUILDING FUND	27	40,000.00		40,000.00
ECONOMIC DEVELOPMENT ZONE FUND	30	53,000.00	35.77	53,035.77
HIGHWAY FUND	111	2,250,000.00	913,795.43	3,163,795.43
WATER DISTRICT	112	650,000.00	365,044.72	1,015,044.72
REPAIR & MAINTENANCE	113	180,000.00		180,000.00
RIVERHEAD SEWER DISTRICT	114	2,045,000.00	192,533.11	2,237,533.11
REFUSE & GARBAGE COLLECTION DI	115	320,000.00	351,688.46	671,688.46
STREET LIGHTING DISTRICT	116	470,000.00	95,085.81	565,085.81
PUBLIC PARKING DISTRICT	117	80,000.00	24,000.00	104,000.00
BUSINESS IMPROVEMENT DISTRICT	118	45,000.00		45,000.00
AMBULANCE DISTRICT	120	325,000.00	62,100.00	387,100.00
EAST CREEK DOCKING FACILITY	122		16,013.72	16,013.72
CALVERTON SEWER DISTRICT	124	350,000.00	19,239.40	369,239.40
RIVERHEAD SCAVANGER WASTE DIST	128	1,510,000.00	179,878.88	1,689,878.88
SEWER DISTRICT FUND	130	400,000.00		400,000.00
WORKERS' COMPENSATION FUND	173	2,230,000.00	12,140.44	2,242,140.44
RISK RETENTION FUND	175	1,000,000.00	3,982.80	1,003,982.80
UNEMPLOYMENT INSURANCE RESERVE	176		1,120.68	1,120.68
CDBG CONSORTIUM ACOUNT	181	100,000.00	403.84	100,403.84
SEWER DEBT SERVICE	382	810,000.00		810,000.00
WATER DEBT SERVICE	383	35,000.00		35,000.00
GENERAL FUND DEBT SERVICE	384	9,050,000.00	7,125.00	9,057,125.00
SCAVENGER WASTE DEBT SERVICE	385	4,000.00		4,000.00
SUFFOLK THEATER DEBT SERVICE	386	470,000.00	73,053.00	543,053.00
COMMUNITY DEVELOPMENT AGENCY	405		16,597.50	16,597.50
TOWN HALL CAPITAL PROJECTS	406	2,550,000.00	38,739.39	2,588,739.39
YOUTH SERVICES CAP PROJECT	452	35,000.00	157.12	35,157.12
SENIORS HELPING SENIORS	453	50,000.00		50,000.00
EISEP	454	19,000.00		19,000.00
MUNICIPAL FUEL FUND	625		34,285.42	34,285.42
MUNICIPAL GARAGE FUND	626		6,772.62	6,772.62
TRUST & AGENCY	735		14,493.86	14,493.86
SPECIAL TRUST	736	415,000.00		415,000.00
COMMUNITY PRESERVATION FUND	737	2,300,000.00	2,134,100.00	4,434,100.00
CALVERTON PARK - C.D.A.	914	25,000.00	361,100.00	386,100.00
				0.00
TOTAL ALL FUNDS		37,073,500.00	8,279,951.39	45,353,451.39

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

RESOLUTION # <u>1068</u> ABSTRACT #07-40 October 25, 2007 (TBM 11/07/07)				
<i>Councilman Rutinek</i> offered the following Resolution which was seconded by <i>Councilman Slawa</i>				
FUND NAME		CD-10/24/07	CHECKRUN TOTALS	GRAND TOTALS
GENERAL FUND	1	2,250,000.00	1,138,736.69	3,388,736.69
POLICE ATHLETIC LEAGUE	4		1,350.68	1,350.68
RECREATION PROGRAM FUND	6		3,432.84	3,432.84
ECONOMIC DEVELOPMENT ZONE FUND	30		4,024.74	4,024.74
HIGHWAY FUND	111		100,915.69	100,915.69
WATER DISTRICT	112		97,883.19	97,883.19
RIVERHEAD SEWER DISTRICT	114		56,620.26	56,620.26
REFUSE & GARBAGE COLLECTION DI	115		10,558.82	10,558.82
STREET LIGHTING DISTRICT	116		11,740.23	11,740.23
PUBLIC PARKING DISTRICT	117		833.22	833.22
EAST CREEK DOCKING FACILITY FU	122		14,992.91	14,992.91
CALVERTON SEWER DISTRICT	124		5,314.47	5,314.47
RIVERHEAD SCAVANGER WASTE DIST	128		30,860.99	30,860.99
RIVERHEAD SEWER DENITRIFICATIO	130		88,614.10	88,614.10
WORKERS' COMPENSATION FUND	173		3,602.94	3,602.94
RISK RETENTION FUND	175		30,758.05	30,758.05
CDBG CONSORTIUM ACOUNT	181		643.96	643.96
GENERAL FUND DEBT SERVICE	384	6,250,000.00		6,250,000.00
COMMUNITY DEVELOPMENT AGENCY C	405		6,000.00	6,000.00
TOWN HALL CAPITAL PROJECTS	406		198,485.84	198,485.84
LOCAL ST & HIGHWAY CAP PROJECT	451		11,584.10	11,584.10
YOUTH SERVICES CAP PROJECT	452		5,751.37	5,751.37
SENIORS HELP SENIORS CAP PROJE	453		2,518.43	2,518.43
MUNICIPAL FUEL FUND	625		125	125.00
MUNICIPAL GARAGE FUND	626		18,540.85	18,540.85
TRUST & AGENCY	735		1,022,124.19	1,022,124.19
COMMUNITY PRESERVATION FUND	737	500,000.00	6,817.15	506,817.15
				0.00
TOTAL ALL FUNDS		9,000,000.00	2,872,830.71	11,872,830.71

RESOLUTION # <u>106B</u> ABSTRACT #07-41 November 1, 2007 (TBM 11/07/07)				
<i>Councilman Pastorek</i> offered the following Resolution which was seconded by <i>Councilman Elias</i>				
FUND NAME		CD-10/31/07	CHECKRUN TOTALS	GRAND TOTALS
GENERAL FUND	1	3,630,000.00	88,643.83	3,718,643.83
POLICE ATHLETIC LEAGUE	4	29,500.00	13,498.50	42,998.50
TEEN CENTER	5	8,000.00		8,000.00
RECREATION PROGRAM FUND	6		1,735.97	1,735.97
CHILD CARE BUILDING FUND	9	22,000.00		22,000.00
TOWN BOARD SPECIAL PROGRAMS	24	23,000.00		23,000.00
YOUTH COURT SCHOLARSHIP	25	1,500.00		1,500.00
SENIORS DAYCARE BUILDING FUND	27	4,000.00		4,000.00
ANIMAL SPAY/NEUTER	29	1,000.00		1,000.00
ECONOMIC DEVELOPMENT ZONE FUND	30	12,500.00	5.59	12,505.59
RECREATION YOUTH PROGRAM	31	2,000.00		2,000.00
HIGHWAY FUND	111		30,154.85	30,154.85
WATER DISTRICT	112		8,233.53	8,233.53
REPAIR & MAINTENANCE	113	685,000.00		685,000.00
RIVERHEAD SEWER DISTRICT	114	2,250,000.00	2,211.09	2,252,211.09
REFUSE & GARBAGE COLLECTION DI	115	690,000.00	736.29	690,736.29
STREET LIGHTING DISTRICT	116	113,000.00	5,498.50	118,498.50
PUBLIC PARKING DISTRICT	117	135,000.00	10,678.41	145,678.41
BUSINESS IMPROVEMENT DISTRICT	118	95,000.00		95,000.00
AMBULANCE DISTRICT	120	26,000.00	2,622.36	28,622.36
EAST CREEK DOCKING FACILITY	122		92.50	92.50
CALVERTON SEWER DISTRICT	124	18,000.00		18,000.00
RIVERHEAD SCAVANGER WASTE DIST	128		2,729.16	2,729.16
SEWER DISTRICT FUND	130	215,000.00		215,000.00
WORKERS' COMPENSATION FUND	173	1,140,000.00	24,044.84	1,164,044.84
RISK RETENTION FUND	175	135,000.00	2,315.25	137,315.25
UNEMPLOYMENT	176	50,000.00		50,000.00
REVOLVING LOAN PROGRAM	178	61,000.00		61,000.00
RESIDENTAL REHAB PROGRAM	179	18,000.00		18,000.00
CDBG CONSORTIUM ACOUNT	181	170,000.00	2,205.45	172,205.45
UDC WORKING	182	5,900.00		5,900.00
RESTORE PROGRAM	184	9,500.00		9,500.00
PUBLIC PARKING DEBT SERVICE	381	18,000.00		18,000.00
SEWER DEBT SERVICE	382	75,000.00		75,000.00
WATER DEBT SERVICE	383	486,000.00		486,000.00
GENERAL FUND DEBT SERVICE	384	8,600,000.00		8,600,000.00
SCAVANGER WASTE DEBT SERVICE	385	155,000.00		155,000.00
SUFFOLK THEATER DEBT SERVICE	386	60,000.00		60,000.00
TOWN HALL CAPITAL PROJECTS	406		192,542.57	192,542.57
800 SERIES	408	20,000.00		20,000.00
TWO BEARS CAPITAL PROJECT	440	39,000.00		39,000.00
CHIPS	451	25,000.00		25,000.00
SENIORS HELP SENIORS CAP PROJE	453		10,079.66	10,079.66
EISEP	454	110,000.00		110,000.00
MUNICIPAL FUEL FUND	625		1,828.75	1,828.75
MUNICIPAL GARAGE FUND	626		18,513.36	18,513.36
TRUST & AGENCY	735		200.00	200.00
SPECIAL TRUST	736	945,000.00		945,000.00
COMMUNITY PRESERVATION FUND	737	5,715,000.00	91.52	5,715,091.52
CALVERTON PARK - C.D.A.	914	450,000.00	3,554.36	453,554.36
CDA	915	1,500.00		1,500.00
TOTAL ALL FUNDS		26,249,400.00		26,249,400.00